City of
# Panama City Beach

Council Chambers |
17007 Panama City Beach Pkwy |
Panama City Beach, FL 32413

## CITY COUNCIL
## REGULAR MEETING AGENDA
## THURSDAY, JULY 13, 2023
## 6:00 PM

**A. CALL TO ORDER AND ROLL CALL**

**B. INVOCATION BY PASTOR RAMON DUVALL WITH BEACHSIDE FELLOWSHIP CHURCH**

**C. PLEDGE OF ALLEGIANCE LED BY VICE MAYOR PAUL CASTO**

**D. COMMUNITY ANNOUNCEMENTS**

D.1 Community Announcements
07.13.2023.Community Announcements.pdf

**E. APPROVAL OF MEETING MINUTES**

E.1 June 22, 2023 Regular Meeting Minutes
06.22.2023 Council Minutes.draft.pdf

**F. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS.**

**G. PRESENTATIONS**

G.1 St. Andrew and St. Joseph Bays Estuary Program Overview by Dr. Jessica Graham, Executive Director
Estuary PowerPoint.PCB Council.July2023.pdf

**H. PUBLIC COMMENTS – CONSENT AGENDA AND/OR NON-AGENDA BUSINESS (LIMITED TO THREE MINUTES)**

**I. <u>CONSENT AGENDA</u>**

I.1 ***RESOLUTION NO. 23-195, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING CHANGE ORDER #7 TO THE CITY'S AGREEMENT WITH CWR CONTRACTING, INC., FOR THE FRONT BEACH ROAD SEGMENT 3 PROJECT TO INCREASE THE CONTRACT AMOUNT BY $28,738.18 AND ADD FOUR DAYS FOR PERFORMANCE OF THE WORK.**
Resolution 23-195.CWR Contracting Change Order.FBR Seg 3.pdf
Change Order 7 Form - Sanitary MH 4C Sewer lateral.pdf
CRA3-MUY WAYNOS OPT 2 - Revised Sanitary Sewer Plan.pdf

I.2 **REVISION OF THE MASTER AUDIT LIST TO REMOVE SURPLUS ITEMS.** These items are to be removed from the Master Audit List. Staff recommends approval. By approval of this

matter in the Consent Agenda, the City Council makes a finding of surplus for these items and approves their removal from the Master Audit List.

Surplus 07.13.2023.v3.pdf

**J. REGULAR AGENDA**

J.1 **ORDINANCE NO. 1627, AMENDING CHAPTER 7 OF THE CITY'S CODE OF ORDINANCES RELATED TO BEACHES, BOATS, AND WATERWAYS, SECOND READING / PUBLIC HEARING.**
Ord 1627.Chapter 7.Amendments.Marked Copy.07.07.2023.pdf
Public_Notice_Ord_1627_.pdf

J.2 **ORDINANCE NO. 1625, AMENDING CITY CODE CHAPTER 29 RELATED TO EMERGENCY MANAGEMENT, FIRST READING.**
Ord 1625.Emergency Management Ordinance.First Reading.07.07.2023.pdf

J.3 **RESOLUTION NO. 23-196, INITIAL NUISANCE ABATEMENT ASSESSMENTS, PUBLIC HEARING.**
Res 23-196.Nuisance Abatement Assessment.07.07.23.Draft.v2.TOC.pdf

J.4 **RESOLUTION NO. 23-197, APPROVING AN AGREEMENT FOR RESIDENTIAL AND COMMERCIAL PLANS REVIEW AND BUILDING INSPECTION SERVICES.**
Resolution 23-197.CAP Agreement.Residential Commercial Plans Review Inspections.pdf
CAP_Exhibit_A.pdf
CAP 2023 Bid Tabulation and Proposal Forms.pdf

J.5 ***RESOLUTION NO. 23-198, APPROVING AN EXTENSION OF THE INTERIM PROFESSIONAL SERVICES AGREEMENT FOR CRA PROGRAM MANAGEMENT.**
Resolution 23-198.Extension of Interium PSA.Corradino Group.pdf
Corradino Group fee estimate 090123 thru 083124.pdf
Corradino_Group.Professional_Services_Agreement.03.11.2022.pdf

J.6 **DISCUSSION / ACTION ITEM, REAPPOINTING PARKS AND RECREATION BOARD MEMBERS.**
Parks Recreation Roster.06.27.2023.pdf
Ordinance 500.Recreation Board Estalished.SIGNED.pdf

J.7 **DISCUSSION / ACTION ITEM, REAPPOINTING EXAMINING BOARD MEMBER.**
Examining Board.07.05.2023.pdf
Ord1383.Amending & Readopting Chapter 8 Regarding Buildings & Building Regulations.SIGNED.pdf

J.8 **DISCUSSION / ACTION ITEM, APPOINTMENTS TO THE AUDIT COMMITTEE.**
Audit Committee Roster.06.26.2023.pdf
Res20-42._Revising_Audit_Committee.pdf

**K. CITY MANAGER REPORT**

**L. CITY ATTORNEY REPORT**

**M. COUNCIL COMMENTS**

**N. ADJOURN**

* 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** , JOINTLY AND CONCURRENTLY, AND MAY CONSIDER ITEMS AND TAKE ACTION IN THAT LATTER CAPACITY. ACTION ITEMS NOTED WITH AN ASTERICK.

** AT EACH OF ITS REGULAR OR SPECIAL MEETINGS, THE CITY COUNCIL ALSO SITS, EX-OFFICIO, AS **THE LAW ENFORCEMENT TRUST BOARD**, JOINTLY AND CONCURRENTLY, AND MAY CONSIDER ITEMS AND TAKE ACTION IN THAT LATTER CAPACITY. ACTION ITEMS NOTED WITH TWO ASTERICKS.

| | |
|---|---|
| **PAUL CASTO** | **X** |
| **PHIL CHESTER** | **X** |
| **MARY COBURN** | **X** |
| **MICHAEL JARMAN** | **X** |
| **MARK SHELDON** | **X** |

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

**/s/ City Clerk** **Date**

| | |
|---|---|
| **PAUL CASTO** | **X** |
| **PHIL CHESTER** | **X** |
| **MARY COBURN** | **X** |
| **MICHAEL JARMAN** | **X** |
| **MARK SHELDON** | **X** |

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

**/s/ City Clerk** **Date**

The Agenda Packet is e-mailed to interested parties and posted on the City's website at www.pcbfl.gov/ by close of business the Friday before the scheduled meeting date.

City Council meetings are live streamed on the City's website www.pcbfl.gov/ and City Facebook page "CITY OF PANAMA CITY BEACH-GOVERNMENT".

One or more members of other City Boards may appear and speak at this meeting.

If a person decides to appeal any decision made by the City Council with respect to any matter considered at the meeting, if an appeal is available, such person will need a record of the proceeding, and such person may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is based. Sec. 286.0105, FS (2020).

# *CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY*

| | |
|---|---|
| ***1. DEPARTMENT MAKING REQUEST/NAME:*** Lynne Fasone, City Council | ***2. MEETING DATE:*** July 13, 2023 |
| ***3. REQUESTED MOTION/ACTION:*** Report community events / announcements in PCB. | |
| ***4. AGENDA:*** COMMUNITY ANNOUNCEMENTS | ***5. IS THIS ITEM BUDGETED (IF APPLICABLE)?:*** N/A<br>Detailed Budget Amendment Attached: N/A |
| | ***6. IDENTIFY STRATEGIC PRIORITY:*** Quality of Life |
| ***7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?*** Report community events / announcements in PCB. | |
| 07.13.2023.Community Announcements.pdf | |

City of
Panama City Beach

17007 PCB Parkway
PCB, FL 32413
www.pcbfl.gov

# Community Announcements
## *for the*
## *July 13, 2023*
## *Regular City Council Meeting*

| Date | Event | Location |
|---|---|---|
| July 9 – July 16 | USFA World Series Tournaments | Frank Brown Park |
| July 27<br>9:00 am | Next City Council Meeting | City Hall |

# *CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY*

| | |
|---|---|
| ***1. DEPARTMENT MAKING REQUEST/NAME:*** Lynne Fasone, City Council | ***2. MEETING DATE:*** July 13, 2023 |

***3. REQUESTED MOTION/ACTION:***

Review and approve City Council's June 22, 2023 regular meeting minutes.

| | |
|---|---|
| ***4. AGENDA:***<br><br>APPROVAL OF MEETING MINUTES | ***5. IS THIS ITEM BUDGETED (IF APPLICABLE)?:*** N/A<br><br>Detailed Budget Amendment Attached: N/A |
| | ***6. IDENTIFY STRATEGIC PRIORITY:*** |

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

Per the City Charter and Florida Statutes, the City Clerk shall prepare meeting minutes for each City Council meeting.

06.22.2023 Council Minutes.draft.pdf

City of
Panama City Beach

City Hall
17007 PCB Parkway
PCB, FL 32413
www.pcbfl.gov

**DRAFT**

**MINUTES of the June 22, 2023, Regular Meeting of the City Council of the City of Panama City Beach, Florida,** and when permitted or required by the subject matter, the Panama City Beach Community Redevelopment Agency.

**Mayor Mark Sheldon called the June 22, 2023, regular meeting to order at 9:00 a.m.**

**ROLL CALL**
**MAYOR MARK SHELDON**
**VICE MAYOR PAUL CASTO**
**COUNCILMAN PHIL CHESTER**
**COUNCILMEMBER MARY COBURN**
**COUNCILMAN MICHAEL JARMAN**

**A quorum was present with all five members of City Council.** Others present were City Manager Drew Whitman, Assistant City Manager Holly White, City Attorney Cole Davis, City Clerk Lynne Fasone, Directors, staff, and members of the public and press.

**INVOCATION AND PLEDGE OF ALLEGIANCE**
Pastor Ramon Duvall from Beachside Fellowship Church led the invocation. Councilmember Mary Coburn led the Pledge. Mayor Sheldon provided community announcements.

**MINUTES**
Mayor Sheldon called for approval of the June 8, 2023, regular meeting minutes. **Councilman Jarman so moved. Vice Mayor Casto seconded the motion. The June 8th regular meeting minutes were unanimously approved by a roll call vote (5-0).**

| | |
|---|---|
| Councilmember Coburn | Aye |
| Councilman Chester | Aye |
| Vice Mayor Casto | Aye |
| Councilman Jarman | Aye |
| Mayor Sheldon | Aye |

**APPROVAL OF AGENDA**
Mayor Sheldon called for approval and/or changes to the agenda. Hearing and seeing none, **Councilman Jarman moved to approve the agenda. Councilman Chester seconded the motion. All were unanimously in favor of approval of the agenda, as presented, by a roll call vote (5-0).**

| | |
|---|---|
| Councilmember Coburn | Aye |
| Councilman Chester | Aye |
| Vice Mayor Casto | Aye |
| Councilman Jarman | Aye |
| Mayor Sheldon | Aye |

**PRESENTATIONS**

On behalf of the entire City Council, Councilmember Coburn congratulated employee Shed Walker on his 35-years of service and presented him with a service plaque.

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

Mayor Sheldon opened the floor to non-agenda business public comments, limited to three minutes each. Hearing and seeing none, Mayor Sheldon closed the public comment period.

**CONSENT AGENDA**

***RESOLUTION NO. 23-186, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING OFFERS FOR PURCHASE OF PROPERTY INTERESTS FOR THE FRONT BEACH ROAD SEGMENT 4.2 PROJECT.**

**RESOLUTION NO. 23-189, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE FROM MOTOROLA SOLUTIONS, INC. OF RADIOS AND SUPPLEMENTARY EQUIPMENT FOR THE FIRE DEPARTMENT, IN THE TOTAL AMOUNT OF $42,009.73, AND AGREEING TO BE BOUND BY THE TERMS OF THAT CERTAIN AGREEMENT BETWEEN THE STATE OF WASHINGTON AND MOTOROLA SOLUTIONS, INC., GOVERNING THAT PURCHASE.**

**RESOLUTION NO. 23-190, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF A FIELD MARKING ROBOT FROM TURF TANK, IN THE TOTAL AMOUNT OF $49,575; AND AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THE BUY BOARD PURCHASING COOPERATIVE CONTRACT GOVERNING THAT PURCHASE.**

**RESOLUTION NO. 23-191, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, ACCEPTING CERTAIN SEWER FACILITIES FROM SHONA KILLOUGH, AND IN CONSIDERATION THEREFOR AUTHORIZING EXECUTION AND DELIVERY OF A REVENUE CERTIFICATE IN AN AMOUNT NOT TO EXCEED TWENTY-THREE THOUSAND, SIX HUNDRED AND FIVE DOLLARS AND NO CENTS ($23,605) PAYABLE SOLELY FROM SEVENTY-FIVE PERCENT (75%) OF IMPACT FEES COLLECTED BY THE CITY OF PANAMA CITY BEACH FOR SEWER UTILITY CONNECTIONS MADE TO THOSE SAME CERTAIN FACILITIES, ALL AS MORE PARTICULARLY DESCRIBED IN THE BODY OF THE RESOLUTION, AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.**

**ACTION ITEM, APPROVING CITY MANAGER AND CITY CLERK TRAVEL TO 2023 FLORIDA LEAGUE OF CITIES ANNUAL CONFERENCE.**

**ACTION ITEM, ACKNOWLEDGE ACCEPTENCE OF THE ANNUAL PROGRESS REPORT ON THE IMPLEMENTATION OF THE CREDITED FLOODPLAIN MANAGEMENT PLAN.**

Mayor Sheldon asked the Clerk to read the Consent Agenda. Mayor Sheldon noted the Consent Agenda was available to Council. **Vice Mayor Casto moved to approve the Consent Agenda. Councilman Jarman seconded the motion.** Mayor Sheldon asked the Clerk to call the roll. **The Consent Agenda was unanimously approved by a (5-0) roll call vote.**

| | |
|---|---|
| Councilmember Coburn | Aye |
| Councilman Chester | Aye |
| Vice Mayor Casto | Aye |
| Councilman Jarman | Aye |
| Mayor Sheldon | Aye |

**REGULAR AGENDA- DISCUSSION/ACTION ITEMS**

**ITEM 1. ORDINANCE NO. 1622, LARGE CONDITIONAL USE FOR APARTMENT DEVELOPMENTS, SECOND READING / PUBLIC HEARING.**

Mayor Sheldon introduced City Attorney Cole Davis. Mr. Davis read Ordinance No. 1622 by title only. Mayor Sheldon opened the public hearing. Hearing and seeing no comment, Mayor Sheldon closed the public hearing.

Mayor Sheldon invited Director Leonard to the podium. Director Leonard reported this would be for apartment developments of 3 acers or larger. Director Leonard explained prior to approval the application would require a public meeting, approval by the Planning Board, approval by City Council and meet any specific and conditional uses requirements. Director Leonard reported the Planning Board recommended approval by a 6-0 vote at its April 12, 2023 meeting. Mayor Sheldon thanked Director Leonard. Mayor Sheldon called for questions for Director Leonard. Hearing and seeing none, Mayor Sheldon noted this item was available to Council.

**Councilman Jarman moved to approve Ordinance No. 1622. Councilman Chester seconded the motion.** Mayor Sheldon called for further discussion. Hearing and seeing none, Mayor Sheldon asked the Clerk to call the roll. **Ordinance No. 1622 was adopted by a unanimous (5-0) roll call vote.**

| | |
|---|---|
| Councilmember Coburn | Aye |
| Councilman Chester | Aye |
| Vice Mayor Casto | Aye |
| Councilman Jarman | Aye |
| Mayor Sheldon | Aye |

**ITEM 2. ORDINANCE NO. 1623, INFILL LOT STORMWATER REQUIREMENTS, SECOND READING / PUBLIC HEARING.**

Mayor Sheldon introduced City Attorney Cole Davis. Mr. Davis read Ordinance No. 1623 by title only. Mayor Sheldon opened the public hearing. Hearing and seeing no comment, Mayor Sheldon closed the public hearing.

Councilman Jarman called for discussion. Councilman Jarman inquired about Section 7(e) "Stem wall construction shall be required by the Public Works Department…" Councilman Jarman discussed the City not having the manpower in place to catch the six-inch differential prior to laying of the foundation. Councilman Jarman recommended changing the wording of Section 7(e). Discussion took place with respect to the proper wording. Attorney Davis recommended inserting a period after "…Public Works Department" and striking the rest of the language in that section. Councilman Jarman and Councilmembers concurred. Attorney Davis noted the amended Ordinance would need to be noticed, the title would change, have a third reading/public hearing would be needed. Councilmembers concurred.

**Councilman Jarman moved to approve Ordinance No. 1623, as amended. Councilmember Coburn seconded the motion.** Mayor Sheldon called for further discussion. Hearing and seeing none, Mayor Sheldon asked the Clerk to call the roll. **Ordinance No. 1623, as amended, was adopted by a unanimous (5-0) roll call vote.**

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|---|---|
| Councilmember Coburn | Aye |
| Councilman Chester | Aye |
| Vice Mayor Casto | Aye |
| Councilman Jarman | Aye |
| Mayor Sheldon | Aye |

**ITEM 3. ORDINANCE NO 1626, AMENDING THE FIREFIGHTERS' RETIREMENT PLAN TO PROVIDE FOR A 20-YEAR AND OUT NORMAL RETIREMENT BENEFIT OPTION, SECOND READING / PUBLIC HEARING.**

Mayor Sheldon introduced City Attorney Cole Davis. Mr. Davis read Ordinance No. 1626 by title only. Mayor Sheldon opened the public hearing. Hearing and seeing none, Mayor Sheldon closed the public hearing.

Mayor Sheldon invited comments from Assistant City Manager White. Ms. White reported she was available to answer any questions. Mayor Sheldon noted this item was available for Council discussion. Vice Mayor Casto confirmed that there was no cost to the City for this added benefit. Assistant Manager White concurred and added the Firefighters who opt-in to the 20 and out benefit will pay the additional cost associated with it.

**Councilmember Coburn moved to approve Ordinance No. 1626. Councilman Jarman seconded the motion.** Mayor Sheldon called for further discussion. Hearing and seeing none, Mayor Sheldon asked the Clerk to call the roll. **Ordinance No. 1626 was adopted by a unanimous (5-0) roll call vote.**

| | |
|---|---|
| Councilmember Coburn | Aye |
| Councilman Chester | Aye |
| Vice Mayor Casto | Aye |
| Councilman Jarman | Aye |
| Mayor Sheldon | Aye |

**ITEM 4. ORDINANCE NO 1627, AMENDING CHAPTER 7 OF THE CITY'S CODE OF ORDINANCES RELATED TO BEACHES, BOATS, AND WATERWAYS, FIRST READING.**

Mayor Sheldon introduced City Attorney Cole Davis. Mr. Davis read Ordinance No. 1627 by title only. Mayor Sheldon invited public comment on Item #4. Hearing and seeing no comment, Mayor Sheldon closed the public comment period. Mayor Sheldon noted this item was available to Council.

**Councilman Chester moved to approve Ordinance No. 1627. Vice Mayor Casto seconded the motion.** Mayor Sheldon called for further discussion. Hearing and seeing none, Mayor Sheldon asked the Clerk to call the roll. **Ordinance No. 1627 was adopted by a unanimous (5-0) roll call vote.**

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|---|---|
| Councilmember Coburn | Aye |
| Councilman Chester | Aye |
| Vice Mayor Casto | Aye |
| Councilman Jarman | Aye |
| Mayor Sheldon | Aye |

***ITEM 5. RESOLUTION NO. 23-192, EXTENDING THE SUNSET DATE OF THE FRONT BEACH ROAD PARKING AND MOBILITY STEERING COMMITTEE.**

Mayor Sheldon introduced City Attorney Cole Davis. Mr. Davis read Resolution No. 23-192 by title only. Mayor Sheldon invited public comment on Item #5. Hearing and seeing no comment, Mayor Sheldon closed the public comment period. Mayor Sheldon invited comments from Manager Whitman. Manager Whitman reported this resolution would extend the date on the sunset so the Committee/City could collect the correct data during the City's busy time of the year. Mayor Sheldon concurred and added the summer months needed to be included in the study. Mayor Sheldon noted this item was available to Council.

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**Councilman Chester moved to approve Resolution No. 23-192. Councilmember Coburn seconded the motion.** Mayor Sheldon called for further discussion. Hearing and seeing none, Mayor Sheldon asked the Clerk to call the roll. **Resolution No. 23-192 was adopted by a unanimous (5-0) roll call vote.**

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|---|---|
| Councilmember Coburn | Aye |
| Councilman Chester | Aye |
| Vice Mayor Casto | Aye |
| Councilman Jarman | Aye |
| Mayor Sheldon | Aye |

**ITEM 6. RESOLUTION NO. 23-193, APPROVING THE PURCHASE OF TWO CHEVY SILVERADO TRUCKS FOR THE FIRE DEPARTMENT FROM GARBER CHEVROLET BUICK GMC, INC.; AND AUTHORIZING A BUDGET AMENDMENT.**

Mayor Sheldon introduced City Attorney Cole Davis. Mr. Davis read Resolution No. 23-193 by title only. Mayor Sheldon invited public comment on Item #6. Hearing and seeing no comment, Mayor Sheldon closed the public comment period. Mayor Sheldon noted this item was available to Council.

**Vice Mayor Casto moved to approve Resolution No. 23-193. Councilman Chester seconded the motion** and noted he had a question. Councilman Chester inquired if these vehicles would be equipped and/or did the City need to equip them, etc. Chief Morgan reported the vehicles being purchased would go to the Fire Inspection Division. Chief Morgan further reported that some lights and minimal badging would need to be added, all of which was budgeted. Councilman Chester thanked Chief Morgan for getting such a great deal on the vehicles. Mayor Sheldon concurred and added that these vehicles were included in the 5-year plan, they just needed to be ordered since the turnaround time may be longer.

Mayor Sheldon called for further discussion. Hearing and seeing none, Mayor Sheldon asked the Clerk to call the roll. **Resolution No. 23-193 was adopted by a unanimous (5-0) roll call vote.**

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|---|---|
| Councilmember Coburn | Aye |
| Councilman Chester | Aye |
| Vice Mayor Casto | Aye |
| Councilman Jarman | Aye |
| Mayor Sheldon | Aye |

**ITEM 7. RESOLUTION NO. 23-194, APPROVING A TASK ORDER WITH McKIM & CREED, INC. RELATING TO THE EXPANSION OF WASTEWATER LIFT STATION 87.**

Mayor Sheldon introduced City Attorney Cole Davis. Mr. Davis read Resolution No. 23-194 by title only. Mayor Sheldon invited public comment on Item #7. Hearing and seeing no comment, Mayor Sheldon closed the public comment period. Mayor Sheldon noted this item was available to Council.

**Councilmember Coburn moved to approve Resolution No. 23-194. Councilman Jarman seconded the motion.** Mayor Sheldon called for further discussion. Hearing and seeing none, Mayor Sheldon asked the Clerk to call the roll. **Resolution No. 23-194 was adopted by a unanimous (5-0) roll call vote.**

| | |
|---|---|
| Councilmember Coburn | Aye |
| Councilman Chester | Aye |
| Vice Mayor Casto | Aye |
| Councilman Jarman | Aye |
| Mayor Sheldon | Aye |

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**ITEM 8. DISCUSSION / ACTION ITEM, APPOINTMENT OF CITY ATTORNEY.**

Mayor Sheldon invited public comment on Item #8. Hearing and seeing no comment, Mayor Sheldon closed the public comment period. Mayor Sheldon invited comments from Manager Whitman. Manager Whitman reported Ms. Amy Myers was not here today and had tendered her resignation. Manager Whitman thanked Amy for her over 20 years of service to the City. Manager Whitman further reported that Amy would continue to work on the City's CRA projects, with the legal team, and had plans to pursue another area of law that was near and dear to her heart. Manager Whitman explained under the City's Charter, the City Council needed to appoint a City Attorney. Manager Whitman thanked Amy again for her time and service to the City. Mayor Sheldon concurred with Manager Whitman and thanked Amy for her outstanding service and noted the City had been blessed with Amy. Mayor Sheldon added with Mr. Davis as Assistant City Manager, now City Attorney, the City would have institutional knowledge and noted Cole had done an outstanding job for the City, as well as putting up with the Council. Mayor Sheldon recommended moving forward with Cole Davis as the City's Attorney. Mayor Sheldon noted this item was available to Council.

**Councilman Chester moved to approve Cole Davis as City Attorney. Councilman Jarman seconded the motion.** Mayor Sheldon called for discussion. Vice Mayor Casto noted that Cole had done a fine job and it was time for him to step up. Vice Mayor Casto noted that he appreciated everything that Cole had done for the City. Mayor Sheldon called for further discussion. Hearing and seeing none, Mayor Sheldon asked the Clerk to call the roll. **Cole Davis was unanimously approved as City Attorney by a (5-0) roll call vote.**

| | |
|---|---|
| Councilmember Coburn | Aye |
| Councilman Chester | Aye |
| Vice Mayor Casto | Aye |
| Councilman Jarman | Aye |
| Mayor Sheldon | Aye |

**CITY MANAGER REPORT –** Manager Whitman introduced the City's new HR Director, Ms. Julie Roeder, who recently replaced Ms. Lori Philput. Manager Whitman thanked Shed Walker for his 35 years of service to the City. Manager Whitman thanked Director Mark Shaeffer and his staff for responding, without hesitation, last Friday after 35 lift stations were taken out of service by a storm.

**CITY ATTORNEY REPORT –** Mr. Davis thanked Council for their support and votes.

**COUNCIL COMMENTS -** Mayor Sheldon invited comments from Council. Councilman Chester echoed the comments about Shed Walker and thanked him for his service. Vice Mayor Casto also thanked Shedric and noted he had worked with him for much of his career and noted he was a super guy. Vice Mayor Casto thanked the artists and Debbie related to the SeeLife Program and noted they did a great job. Mayor Sheldon reported today there would be double-red flags on the beach again, even though it appeared sunny outside. Mayor Sheldon urged everyone to stay out of the water and adhere to the flag system to keep safe and to keep the City's first responders safe. Ms. Coburn asked staff to look at and possibly replace the flags on display at the courtyard here on the campus.

**With nothing further, Mayor Sheldon adjourned the meeting by unanimous consent at 9:27 a.m.**

**READ AND APPROVED** this _____ day of July, 2023.

_____
Mark Sheldon, Mayor
City of Panama City Beach, Florida

ATTEST:

_____
Lynne Fasone, MMC, City Clerk

***** ACTION ITEMS NOTED WITH AN ASTERISK ARE TAKEN BOTH BY THE CITY COUNCIL AND THE PANAMA CITY BEACH REDEVELOPMENT AGENCY ("CRA") JOINTLY AND CONCURRENTLY. IN THE EVENT OF A CONFLICT BETWEEN THE FOREGOING MINUTES AND A VERBATIM TRANSCRIPT OF THESE MINUTES, THE FOREGOING MINUTES SHALL CONTROL.

DRAFT

# *CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY*

| | |
|---|---|
| ***1. DEPARTMENT MAKING REQUEST/NAME:*** Lynne Fasone, City Council | ***2. MEETING DATE:*** July 13, 2023 |
| ***3. REQUESTED MOTION/ACTION:*** N/A | |
| ***4. AGENDA:*** PRESENTATIONS | ***5. IS THIS ITEM BUDGETED (IF APPLICABLE)?:*** N/A<br>Detailed Budget Amendment Attached: N/A |
| | ***6. IDENTIFY STRATEGIC PRIORITY:*** Quality of Life<br>Attractive Community |

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

Bay County, the Nature Conservancy Florida Office, Florida Legislature, and Florida State University Panama City launched an exciting effort to establish for the first time an estuary program focused on the watershed including St. Andrew and St. Joseph Bays. This estuary provides significant social, economic, recreational and ecological benefits to those living, working and playing in the region. The Policy Board began meeting in early 2021 for organizational meetings regarding the program workplan and budget, the recruitment of an executive director and staff, and the appointment of a stakeholder management council. The Comprehensive Conservation and Management Plan is scheduled for completion and adoption by member local governments in 2023. The St. Andrew/St. Joseph Bays Estuary Program, hosted by Florida State University Panama City, will develop a plan by 2023 that will seek to: align and balance environmental and economic priorities within the watershed; implement projects to improve the bay system and watershed; and monitor outcomes and adapt strategies through consensus building.

At the January 28, 2021 Council meeting, Councilman Phil Chester was appointed to serve on the Policy Board. Councilman Chester is currently the Board Chair. Dr. Jessica Graham from FSU is the Executive Director.

Estuary PowerPoint.PCB Council.July2023.pdf

# St. Andrew and St. Joseph Bays Estuary Program

ST. ANDREW & ST. JOSEPH BAYS ESTUARY PROGRAM at FSU PANAMA CITY

Jessica Graham, Ph.D

Executive Director

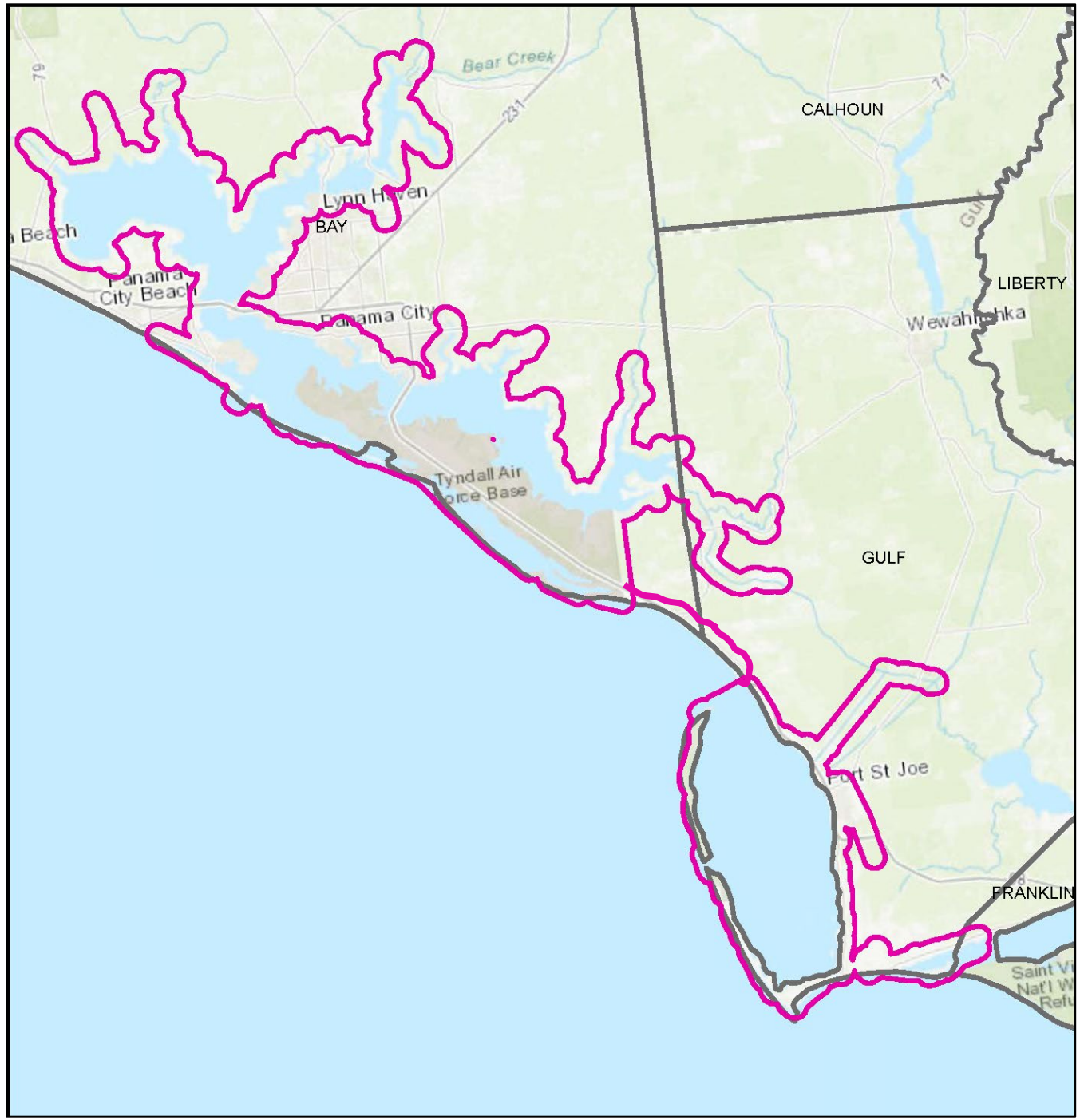


# Economic ties

Business located within ½ mile buffer around bays

In 2020,

| Contributed $4.4 billion in sales | Supported 51,000 workers |
|---|---|




Draft Economic Analysis by Dr. Julie Harrington





# Vision

Healthy, resilient bays and estuarine habitats that support native species, natural systems, recreation, fisheries, and the economy

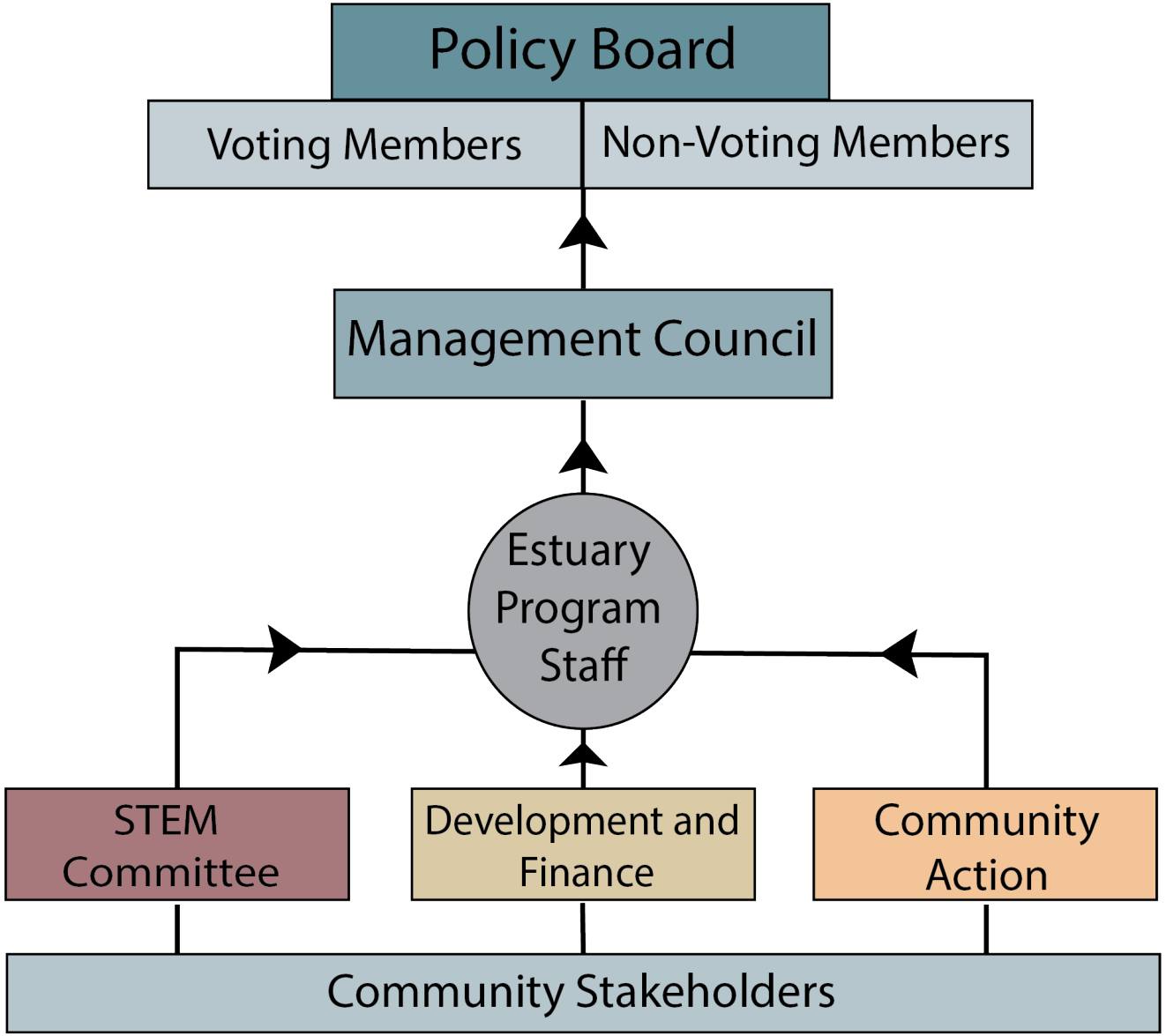
together with

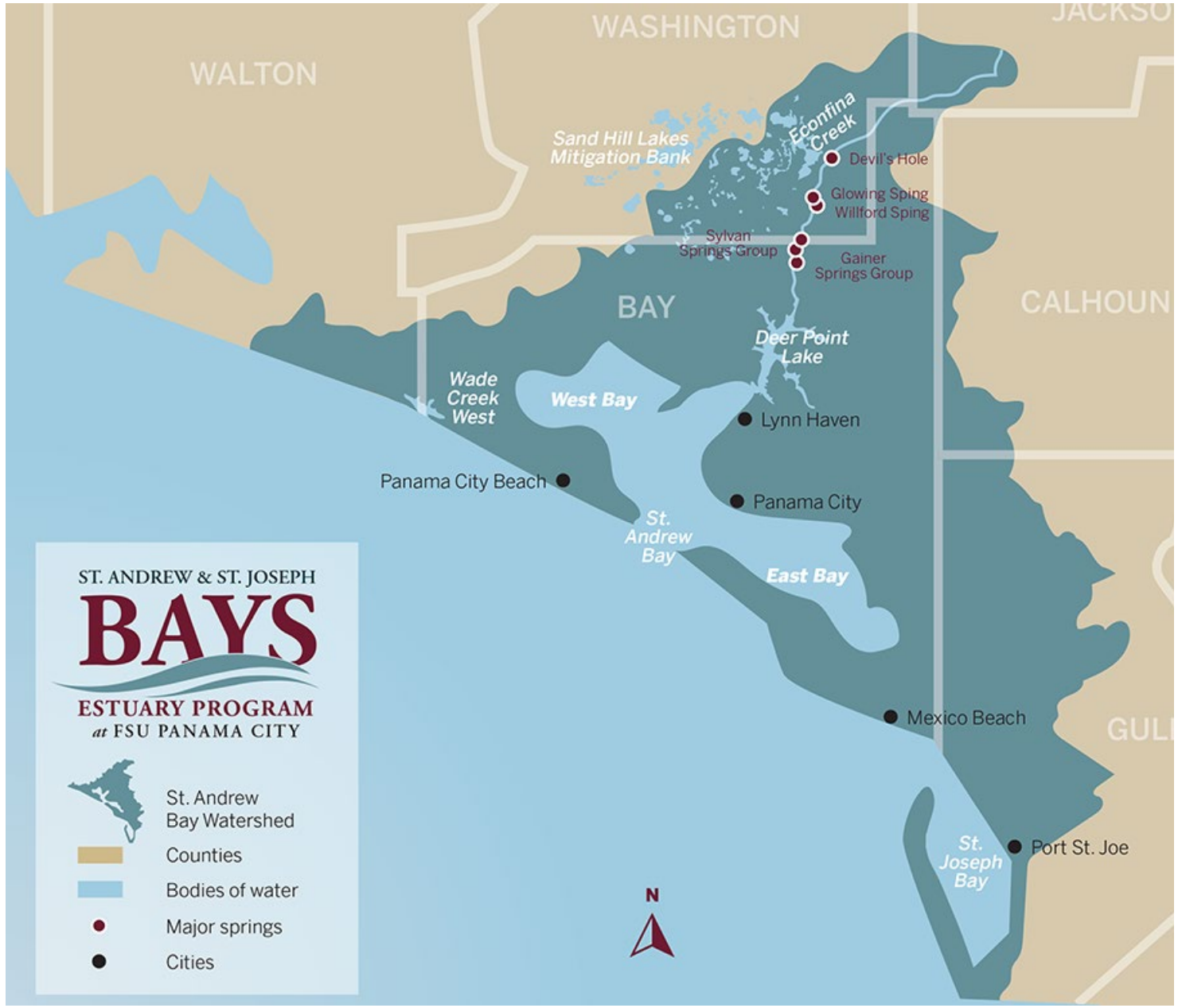
Vibrant, resilient, and sustainable communities in the watershed that live in harmony with the needs of the estuary.

Wfsu.org

Virgina Spiva




Policy Board
Voting Members
Non-Voting Members
Management Council
Estuary Program Staff
STEM Committee
Development and Finance
Community Action
Community Stakeholders




# Mission

To **collaborate**

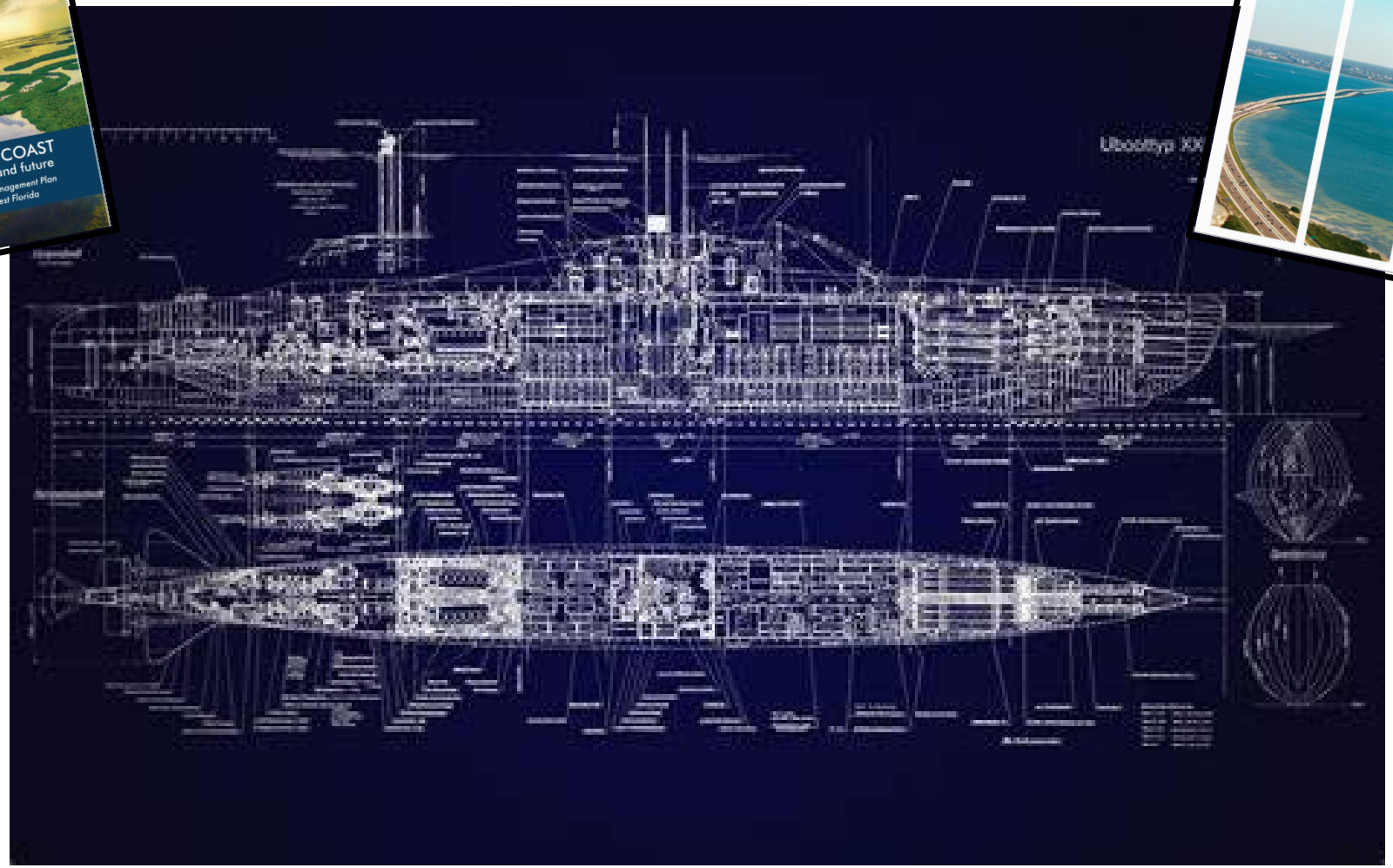
—as representatives of private, public, and non-governmental stakeholders—

to improve our *common sense, science-based* understanding of the needs of the estuary,

*to develop, promote and implement* ***projects*** *that protect and restore the health of the bays*.

# Comprehensive Conservation and Management Plan





# NRSC

**Functioning ecosystems that support resilient communities and wildlife**

**GOAL 1: Conserve, restore, and maintain seagrass cover to support diverse species and ecosystem services**

ACTION 2:

**Develop outreach strategies to increase seagrass protection, conservation, restoration**

## BACKGROUND

While seagrass requires the right water quality conditions to flourish, other direct impacts can cause significant damage and loss even when enviro s support seagrass growth and expansion. Human mediated disturbances to ass beds in St. Andrew and threats to seagrass worldwide (Sargent et al 1 y propeller scars (Heck et al St. Joseph Bays is extensive with approximat und in seagrass beds 2018; Fitzhugh et al 2018). Prop scars occur wh es a narrow furrow without resulting in the destruction of seagrass roots, stems and leaves w seagrass. These scars may take up to 10 years to recover or may not recover at all (FDEP 2022).



NRSC1.2

What

Why

What

## NRSC1.2

**Develop outreach strategies to increase seagrass protection, conservation, restoration**

## ACTIVITIES

01. Reduce prop scar damage through increase public awareness of seagrass protection and bay friendly boating pra ices

How

## THE DETAILS

**Leads**

- CPAP, FDEP
- FWC
- SASJBEP

**Partners**

- St. Andrew Bay
- IFAS
- Seagrant
- Local governments
- Boating community
- State and local parks

Who

**Funding**

- RESOTRE
- NOAA
- NFWF
- FDEP
- FWC
- DOD
- NSF

$

## PROGRESS

### OUTPUTS

- Maps with seagrass for rental boats
- short PSA video on bay friendly boating
- seagrass signage at boat ramps
- online or app bas seagrass

### OUTCOMES

- Increased or maintained areal extent of seagrass beds
- Reduction in prop scars
- Increased awareness of the importance of seagrass
- Boaters who are better informed about the bay

ROI

## PRIORITY ISSUES

HABITAT LOSS
COMMUNITY ENGAGEMENT

## LINKAGES

- NRSC 1.1
- NRSC 2.1

# CREATING ACTION PLANS

## WATERSHED CONCERNS

Driving issues in the watershed causing the decline. Everything else will link back to these

- Community Engagement
- Recreational Opportunities
- Stormwater (Flooding)
- Wastewater
- Habitat loss
- Sediment
- Nutrients & Pathogens
- Changing Environmental Conditions

# 4 Focus Areas





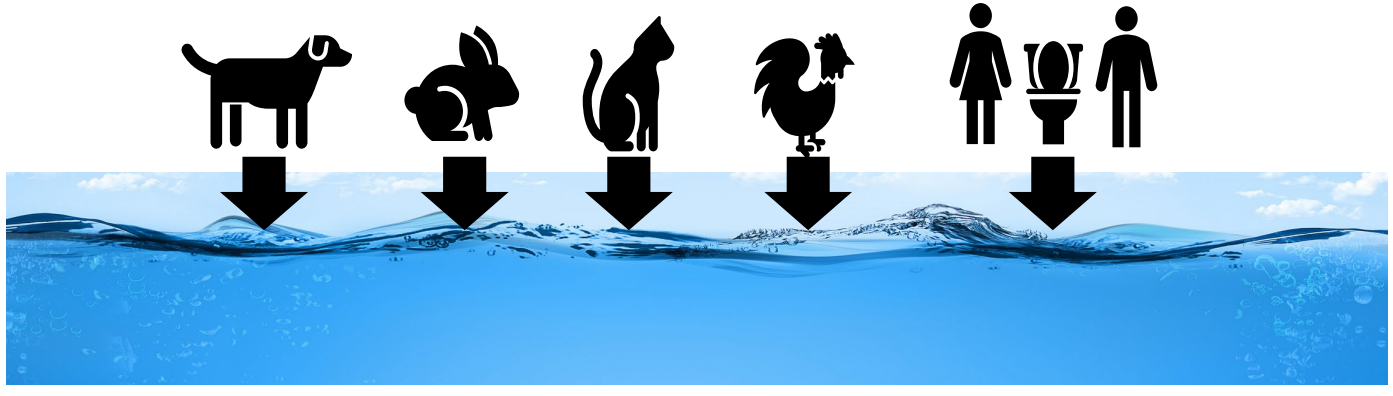


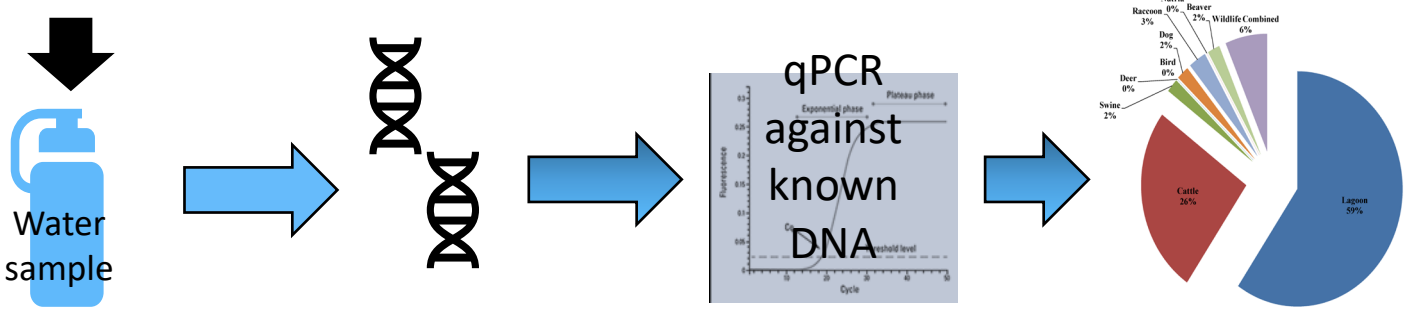




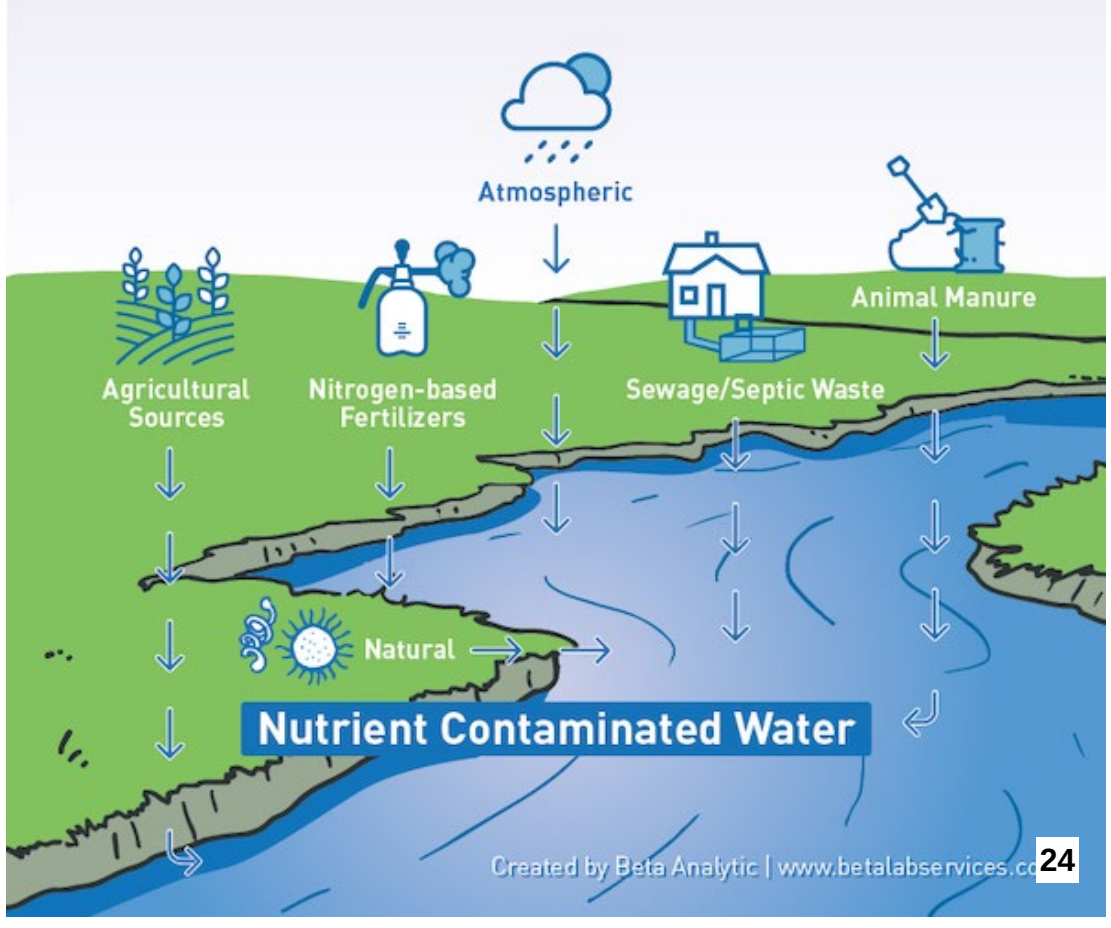

# Impairment Source tracking

## Microbial sources






## Nutrient sources






# Seagrass Awareness and Protection

# Seagrass Nursery







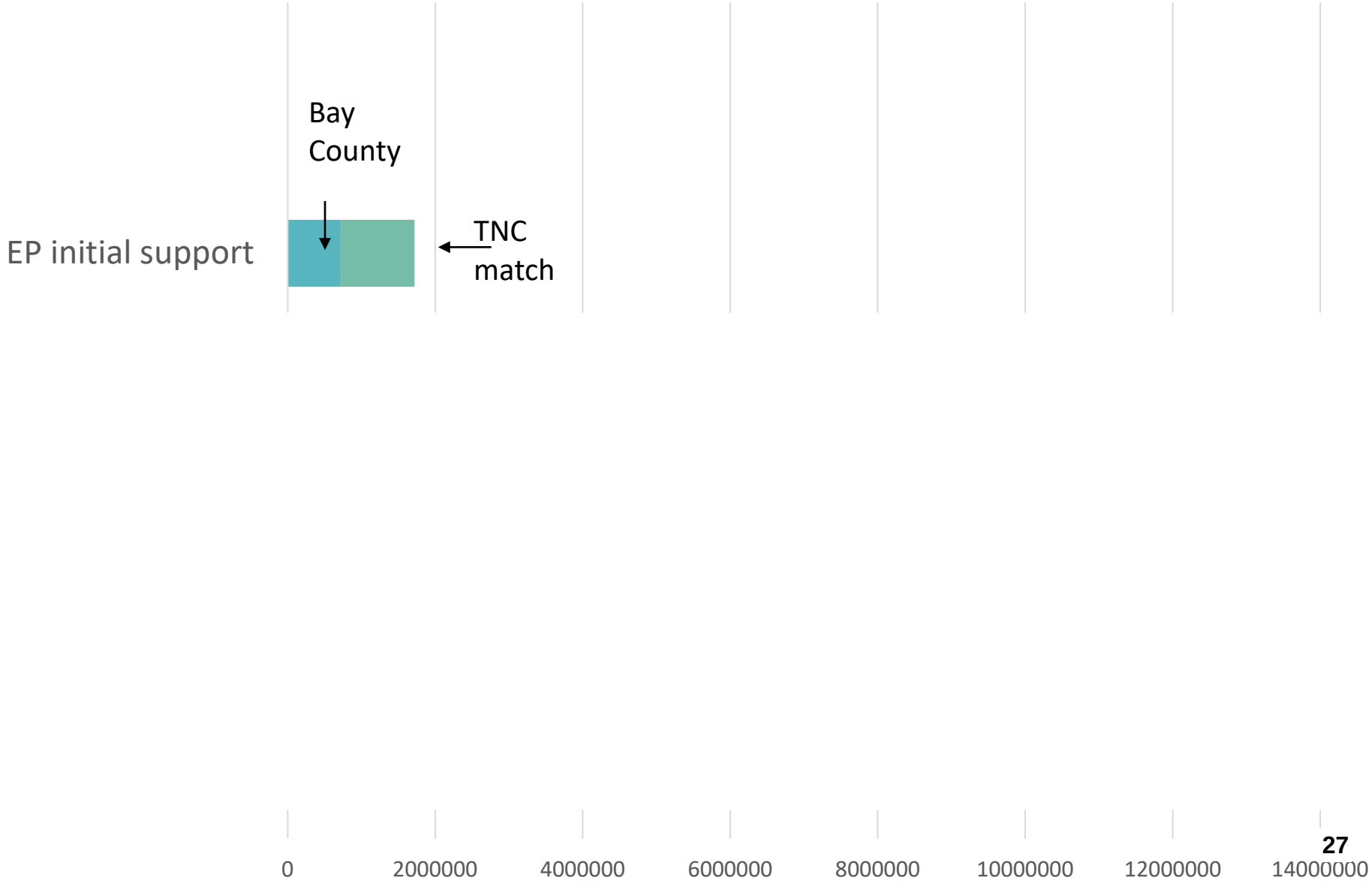
*Photos Courtesy of Allison Patranella, FWRI*

# Estuary Program Funding

## Secured

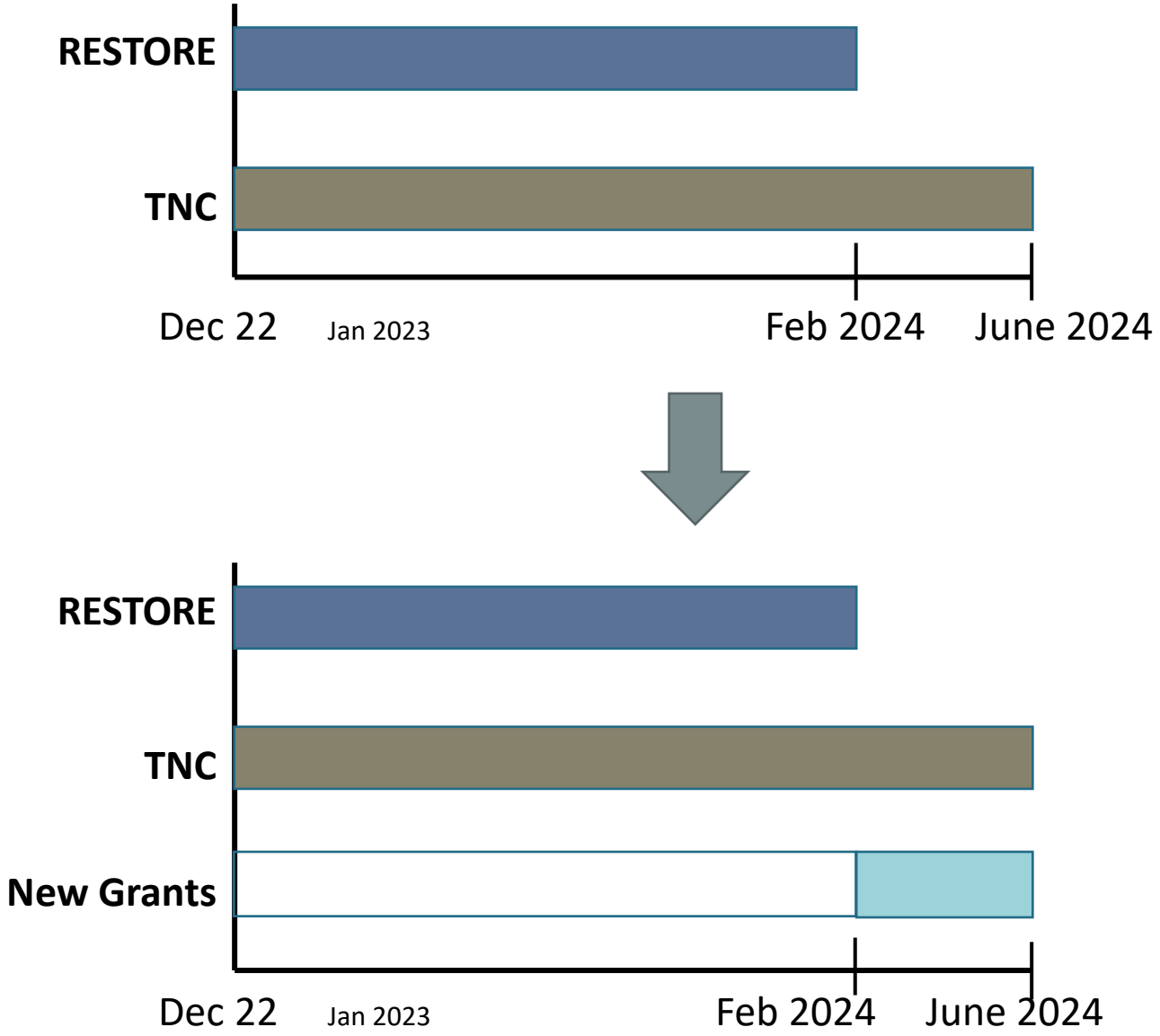
- $1.64 M from Florida's RESTORE Act Centers of Excellence Program (FLRACEP)*
- $470,000 Legislative appropriation
- $200,000 Department of Environmental Protection 3b funding*
- $13,034 St. Joe Foundation
- $1.3 M RESTORE funds*

* = working through approvals



# Funding Outlook

- Current funding ends June 2024
- Grants support staff in part but for specific projects
- Need to diversify funding



# Advisory Committees



SCIENCE AND TECHNICAL



COMMUNITY ACTION



DEVELOPMENT AND FINANCE

https://pc.fsu.edu/sasjbep

# Upcoming events



JULY 15TH

SCALLOP RODEO WITH FWC



SEPTEMBER

PUBLIC MEETINGS

# Stay up to date and get involved!

https://pc.fsu.edu/sasjbep



# Thank you!

Jessica Graham

jgraham6@fsu.edu

850-770-2149



ST. ANDREW & ST. JOSEPH BAYS ESTUARY PROGRAM at FSU PANAMA CITY

# *CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY*

| ***1. DEPARTMENT MAKING REQUEST/NAME:*** | ***2. MEETING DATE:*** |
|---|---|
| Scott Passmore, Community Redevelopment Agency | July 13, 2023 |

***3. REQUESTED MOTION/ACTION:***

Authorize the City Manager to execute proposed Change Order #7 to the agreement with CWR Contracting, Inc., for the Front Beach Road Segment 3 Project.

***4. AGENDA:***

CONSENT AGENDA

***5. IS THIS ITEM BUDGETED (IF APPLICABLE)?:*** Yes

Detailed Budget Amendment Attached: No

***6. IDENTIFY STRATEGIC PRIORITY:***
Transportation
Attractive Community
Public Safety

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

The location of the existing sanitary sewer service connection for the property located at 303 South Arnold Road, commonly known as Muy Wayne O's Restaurant, was not originally shown on the project plans to be connected within the Front Beach Road right-of-way. During the course of the demolition of the existing sanitary sewer per the plans, the existing service connection point was uncovered and found within the Front Beach Road right-of-way. The sanitary service needs to be reconnected to the sewer system as part of the project.

The design and construction team investigated two alternatives for reconnection of the sanitary sewer service.

The first alternative would have required the acquisition of either a temporary or permanent license agreement/easement in order to re-route the existing sanitary service on private property to connect to the existing sanitary sewer main located on El Centro Boulevard. This alternative would have stopped progress of the road work while the necessary right-of-entry agreements were negotiated with the property owner.

The second alternative is to reconstruct a portion of the sanitary sewer system within the Front Beach Road right-of-way to maintain the location of the existing service connection from the property. This alternative is recommended for approval as it avoids entering onto private property to re-establish the connection.

The second alternative minimizes delay in completion of the project and is recommended for approval.

Resolution 23-195.CWR Contracting Change Order.FBR Seg 3.pdf
Change Order 7 Form - Sanitary MH 4C Sewer lateral.pdf
CRA3-MUY WAYNOS OPT 2 - Revised Sanitary Sewer Plan.pdf

**RESOLUTION NO. 23-195**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING CHANGE ORDER #7 TO THE CITY'S AGREEMENT WITH CWR CONTRACTING, INC., FOR THE FRONT BEACH ROAD SEGMENT 3 PROJECT TO INCREASE THE CONTRACT AMOUNT BY $28,738.18 AND ADD FOUR DAYS FOR PERFORMANCE OF THE WORK.**

**BE IT RESOLVED** by the City Council of the City of Panama City Beach that:

1. The appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Change Order #7 to the Agreement between the City and CWR Contracting, Inc., for limited sewer connection improvements to the Front Beach Road Segment 3 Project, in the total amount of Twenty-Eight Thousand, Seven Hundred Thirty-Eight Dollars and Eighteen Cents ($28,738.18), 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 July, 2023.

**CITY OF PANAMA CITY BEACH**

By: _____
Mark Sheldon, Mayor

**ATTEST**:

_____
Lynne Fasone, City Clerk

**CHANGE ORDER**

No. 7

| | | | |
|---|---|---|---|
| PROJECT | Front Breach Road CRA Segment 3 | | |
| DATE OF ISSUANCE | June 22, 2023 | EFFECTIVE DATE | July 13,2023 |
| OWNER | City of Panama City Beach, Florida | | |
| OWNER's Contract No | 2018-01 | | |
| CONTRACTOR | CWR Contracting, Inc. | ENGINEER | Dewberry Engineers |

You are directed to make the following changes in the Contract Documents

Description: 1.) Install Sanitary Sewer Manhole #4A, 120 LF - 8" PVC to from SSMH #4C to SSMH #4C, 1 long 6" sewer lateral and clean out from Muy Wayne O's existing sewer lateral connecting to the new 8" sewer main.

2.)

Reason for Change Order:

Demolition of the existing gravity sewer main from EX SSMH C3.1 to EX SSMH C3.2 will disconnect the Muy Wayne O's sewer service. The additional manhole and 8" sewer main extension are needed to maintain the sewer service to Muy Wayne O's.

Attachments: Redlined Sheet 42 from the Roadway Plans

| | |
|---|---|
| Original Contract Price<br>$28,003,403.41 | CHANGE IN CONTRACT TIME:<br>Original Contract Times: 560<br>Substantial Completion: November 24, 2022<br>Final Completion December 24, 2022<br>days or dates |
| Net Changes from previous Change Orders<br>$1,900,445.28 | Net changes from previous Change Orders<br>461<br>days |
| Contract Price prior to this Change Order<br>$29,903,848.69 | Contract Time prior to this Change Order<br>Substantial Completion: February 28, 2024<br>Final Completion March 29, 2024<br>days or dates |
| Net **Increase** of this Change Order<br>$28,738.18 | Net Increase of this Change Order<br>4<br>days |
| Contract Price with all approved Change Orders<br>$29,932,586.87 | Contract Times with all approved Change Orders<br>Substantial Completion: March 3, 2024<br>Final Completion April 2, 2024<br>days or dates |

| RECOMMENDED: | APPROVED | ACCEPTED |
|---|---|---|
| By:_____ | By:_____ | By:_____ |
| Engineer (Authorized Signature) | (Authorized Signature) | Contractor (Authorized Signature) |
| Date:_____ | Date:_____ | Date:_____ |

SSMH # 4C
RIM EL: 25.50
INV EL: 18.00

1- 4"x6" VCP TO PVC REDUCER, 1 - 6" 11.25° PVC BEND W/ CLEANOUT

6" PVC SEWER LATERAL @ 1.0% MIN.

S-141
18" INV EL: 20.00

S-141
18" INV EL: 25.20

8" PVC SS @ 0.45% MIN.

S-141
18" INV EL: 14.50

S-223
18" INV EL: 14.25

SSMH # 4A
RIM EL: 25.64
NE 8" INV EL IN: 20.58 (El Centro)
NW 8" INV EL IN: 17.00 (MUYS)
S 8" INV EL OUT: 15.86

℄ SURVEY FRONT BEACH ROAD
℄ CONST. FRONT BEACH ROAD
℄ CONST. EL CENTRO BLVD.
℄ SURVEY FRONT BEACH ROAD
EL CENTRO BOULEVARD
N 58° 06' 56" E
CONST. 32 LF OF 18" PIPE
CONST. 53 LF OF 18" PIPE
CONST. 89 LF OF 18" PIPE
CONST. 44 LF OF 18" PIPE
CONST. 43 LF OF 18" PIPE
CONST. 47 LF OF GRAVITY WALL
CONST. 111 LF OF 42" PIPE
TYPE B CURB & GUTTER
TYPE E CURB & GUTTER
TYPE F MODIFY CURB & GUTTER
18" CURB & GUTTER
10' CONC. SWK
8' CONC. SWK
R/W LINE
S-135
S-137
S-140
S-141
S-220
S-221
S-222
S-223
S-300
CR-G
CL-RAB-2
FBR-SR79-
PC STA. 251+25.35
PC STA. 51+35.88
PC STA. 152+85.42
PI +00.00 EL. 24.63
PI +15.07 EL. 24.33
PI +25.10 EL. 24.53
PI +40.59 EL. 26.86
+2.018%
+2.000%
-2.000%
EX. GROUND & ℄ EL CENTRO BLVD.
END CONSTRUCTION
℄ CONST. EL CENTRO BLVD. STA. 101+40.61
BEGIN CONSTRUCTION
℄ CONST. FRONT BEACH ROAD TO SR 79 SLIPLANE STA. 404+69.70=
℄ CONST. EL CENTRO BLVD. STA. 100+00.00
18" PIPE
FL 17.50
FL 17.00
FL 14.50
DANGER GAS
1" = 50'

100+00 101+00 102+00 103+00

1" = 50' Horizontal
1" = 5' Vertical

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

| REVISIONS | | | |
|---|---|---|---|
| DATE | DESCRIPTION | DATE | DESCRIPTION |
| ---- | ---- | | |

BLAKE R. FURBEE, P.E.
P.E. LICENSE NUMBER 88505
GORTEMOLLER ENGINEERING, INC.
708 THOMAS DRIVE
PANAMA CITY BEACH, FL 32408
CERTIFICATE OF AUTHORIZATION 09505

CITY OF PANAMA CITY BEACH
COMMUNITY REDEVELOPMENT AGENCY

| ROAD NO. | COUNTY | FINANCIAL PROJECT ID |
|---|---|---|
| SR 79 | BAY | 2018-01 |

# EL CENTRO BLVD PLAN / PROFILE (15)

SHEET NO. 42

Marvin Peardon 6/30/2021 10:54:11 AM

G:\Civil3DProjects\20006\20006000000\Roadway\PLPRRD04.dwg

# *CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY*

| | |
|---|---|
| ***1. DEPARTMENT MAKING REQUEST/NAME:*** Lynne Fasone, City Council | ***2. MEETING DATE:*** July 13, 2023 |
| ***3. REQUESTED MOTION/ACTION:*** Staff recommends approval. | |
| ***4. AGENDA:*** CONSENT AGENDA | ***5. IS THIS ITEM BUDGETED (IF APPLICABLE)?:*** N/A<br>Detailed Budget Amendment Attached: N/A |
| | ***6. IDENTIFY STRATEGIC PRIORITY:*** Financial Health |
| ***7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?*** By approval of this matter on the Consent Agenda, the City Council makes a finding of surplus for these items and approves their removal from the Master Audit List. | |
| Surplus 07.13.2023.v3.pdf | |

# City of Panama City Beach

**Surplus/Auction Listing - July 13, 2023 City Council Meeting**

## Vehicles

| City Asset ID | Year | Make | Model | VIN | Department |
|---|---|---|---|---|---|
| 02019 | 2003 | Ford | F350 | 1FDWF36L93ED00649 | Parks and Rec |

## Other Machinery and Equipment

| City Asset ID | Serial # | Department | Description | Comments |
|---|---|---|---|---|
| 00304 | T0310SJ139489 | Parks and Rec | John Deere 310 backhoe | |
| no tag | 3017691 | Parks and Rec | EZ Go Golf Cart | |
| 00908 | 12063128 | Parks and Rec | Hustler Z Mower | |
| no tag | N/A | Parks and Rec | Misc Playground Equip - | one small spring unit |

These items are to be removed from the Master Audit List. By approval of this matter on the Consent Agenda, the City Council makes a finding of surplus for these items and approves their removal from the Master Audit List.

# *CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY*

| ***1. DEPARTMENT MAKING REQUEST/NAME:*** Cole Davis, Legal | ***2. MEETING DATE:*** July 13, 2023 |
|---|---|

***3. REQUESTED MOTION/ACTION:***

Approve second reading of Ordinance No. 1627 amending regulations of Chapter 7 and hold a public hearing.

| ***4. AGENDA:*** REGULAR AGENDA | ***5. IS THIS ITEM BUDGETED (IF APPLICABLE)?:*** N/A<br><br>Detailed Budget Amendment Attached: N/A |
|---|---|
| | ***6. IDENTIFY STRATEGIC PRIORITY:*** Quality of Life |

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

On February 23, 2023, the City enacted Ordinance 1616 which made substantial changes to the City's regulation of activities on the Sandy Gulf Beach. Since then, City staff has received feedback on adjustments to those regulations. Ordinance 1627 makes various changes to Chapter 7 including, but not limited to, the following:

- Allowing the City Manager to grant a variance for the placement of storage boxes on the Sandy Gulf Beach by the City Manager when certain conditions exist;
- Allowing for the aggregation of Personal Watercraft by Beach Service or Owner-Operators permitted to operate Beach Commerce on multiple contiguous locations; and
- Providing for the limited provision of delivery chair and umbrella service.

Ord 1627.Chapter 7.Amendments.Marked Copy.07.07.2023.pdf
Public_Notice_Ord_1627_.pdf

# ORDINANCE 1627

**AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING CHAPTER 7 OF THE CITY'S CODE OF ORDINANCES RELATED TO BEACHES, BOATS, AND WATERWAYS; AMENDING THE REGULATIONS FOR FIRES ON THE BEACH; AMENDING THE REGULATIONS OF STORAGE BOXES AND CHAIRS ON THE BEACH; AMENDING THE REGULATIONS OF BOOTHS OR STALLS USED IN BEACH COMMERCE; PROVIDING FOR THE LIMITED PROVISION OF DELIVERY CHAIR AND UMBRELLA SERVICE; AMENDING THE PERMIT FEE FOR LIMITED FOOD AND NON-ALCOHOLIC BEVERAGE SERVICE ON THE BEACH; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.**

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AS FOLLOWS:

SECTION 1. From and after the effective date of this ordinance Section 7-11 related to Fires of the Panama City Beach Code of Ordinances is amended to read as follows (new text blue and underlined, deleted text red and ~~struck through~~):

**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 (a "Beach Bonfire");

(1) No fire permit shall be issued to any person other than a registered *Beach Service or Owner-Operator* with the City as evidenced by possession of a ~~current business tax receipt issued pursuant to Chapter 14 of this Code~~permit issued by the City Police Department.

i. Notwithstanding the foregoing, a fire permit may be issued to a bonfire vendor unaffiliated with a *Beach Service* or *Owner-Operator* where the location is not subject to an agreement with a *Beach Service* or operated by an *Owner-Operator* and upon written consent of the upland owner.

(2) No fires will be allowed within 250 feet of a marked turtle nest, within 50 feet of any vegetation line or within 100 feet of any habitable structure. Any fire must cease immediately upon the discovery of an unmarked sea turtle nest or any other sea turtle activity within the distance limitation proscribed by this section.

(3) No fire permit using organic wood material shall be issued if wind conditions are greater than ten (10) miles per hour. Fires are strictly prohibited on January 1, July 4, and December 31.

(4) No fire permit shall be issued if the National Weather Service, Florida Forest Service, or Bay 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. 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. No debris from the fire may be deposited in any public garbage receptacle on the Sandy Gulf Beach.

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

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

(7) Only one fire may be permitted for each separate location, as evidenced by a numerical address, or one for every two hundred (200) feet of Sandy Gulf Beach frontage, rounding up to the nearest hundred, whichever is fewer.

(8) Notwithstanding the distance limitations provided by section (2) herein, any fire located within 400 feet of a marked turtle nest must be screened so as to reduce the fire's visible light to the nest. Permit holders shall erect protective screening in the manner and location required by the permit.

(9) Permit holders shall immediately contact the City Police Department when turtle hatchlings are or become present.

(10) A qualified applicant under this section may submit electronic fire permit application to the Building and Planning Department, the Fire Department and the Police Department.

(11) All permit holders have a duty to take reasonable measures necessary to protect nearby turtle nests whether marked or not from the potential adverse impact of the fire and associated activities.

(b) All qualified applicants 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) Proof of a valid Beach Vendor contract with the upland owner, proof that the applicant qualifies as an *Owner-Operator,* or written consent of the upland private property owner where no *Beach Vendor* or *Owner-Operator* relationship exists at that location;

(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) In addition to compliance with this section, organic wood fueled fires may only be permitted under the following additional conditions:

(a) The applicant must be a licensed bonfire vendor certified by the Fire Department to possess the requisite knowledge, skill, and resources to carefully conduct wood fires without creating a risk of injury to persons or property.

(b) The Fire Department has certified that the permittee has equipment capable of cooling and disposing of any debris, coals, and ash within the time provided by section (a)(4) of this section.

(c) At all times from the lighting of the fire to its extinguishment, the fire must be actively tended by the named permittee.

(d) The named permittee shall keep a 2.5-gallon water-based fire extinguisher tagged in compliance with NFPA 10 standard for portable fire extinguishers on site at all times.

(c) The fee for the issuance of the fire permit shall be fifty dollars ($50.00) for a propane-fueled fire and seventy-five dollar ($75.00) for an organic wood fueled fire or an amount otherwise set by resolution of the City Council.

(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 violation pursuant to Section 7-502 of this chapter and be otherwise punishable under this Chapter and Section 1-12 of this Code. (Ord. No. 1411, § 1, 4-27-2018; Ord. No. 1529 , § 1, 8-13-2020)

SECTION 2. From and after the effective date of this ordinance Section 7-36 of the Panama City Beach Code of Ordinances related to Storage Boxes and Chairs is amended to read as follows (new text blue and underlined, deleted text red and ~~struck through~~):

**Sec. 7-36. Storage boxes and chair**

(a) *Beach Services* or *Owner-Operators* may place storage boxes on the *Sandy Gulf Beach* subject to the following conditions:

1. Any storage box or similar structure located on the Sandy Gulf Beach shall be painted solid white and maintained in good repair and in a clean, neat, orderly and freshly painted condition with a maximum size of thirty-two square feet and a maximum height of four feet. From the effective date of this Ordinance, only one storage box may be placed on the Sandy Gulf Beach for each separate location or one for every one hundred (100) feet of linear frontage, rounding down to the nearest hundred, whichever is greater. Beginning on January 1, 2024, the spacing required by this

section shall increase fifty (50) feet per calendar year until the spacing reaches a maximum of one storage box for every three hundred feet of linear Sandy Gulf Beach frontage.

2. In addition to the limitations on storage boxes set forth herein, any *Beach Service* or *Owner-Operator* offering *Personal Watercraft* for lease or hire may place one additional storage box at each location. This additional *Personal Watercraft* storage box will be limited to one per location regardless of the number of independent dwellings or physical addresses at the location.

3. Any storage box on the *Sandy Gulf Beach* shall be placed seaward of and perpendicular or parallel to the public trash receptacle line approximately twenty feet seaward of the toe of the dune or native vegetation, or where there are no dunes or native vegetation, are relocated as close as practicable to an existing permanent structure or the line of buildings.

    i. Notwithstanding the foregoing, the City Manager may grant a variance allowing placement of storage boxes in an alternative location upon the application of the permitted *Beach Service* or *Owner-Operator* based upon, in the sole discretion of the City Manager, an affirmative finding of the following factors:

        1. The unique geography, topography, or other environmental conditions make compliance with this section impracticable.

        2. The alternative storage location will benefit the public health, safety, and welfare.

        3. The need for the alternative storage location is not caused by the applicant's density and intensity of *Beach Commerce* on the site.

        4. The alternative storage location will not impede City operations, beach cleaning, sea turtle nesting, or solid waste collection activities.

    ~~3.~~ ii. Any variance granted pursuant to this subsection shall expire on December 31 of the year in which it was granted regardless of the date it was granted.

4. All goods sold or used in the conduct of *Beach Commerce* shall be stored either off-site, in a storage box placed in accordance with this section or in a booth stored in accordance with section 7-81 of this Code. Surfboards and paddle boards may be stored in a neat and clean condition against the back of a booth or stall which shall be secured by a locked tether.

5. Any storage box or booth used for the storage or conduct of *Beach Commerce* shall be secured to prevent intrusion or theft when unattended.

6. Storage boxes or booths may not be used to store flammable liquids including but not limited to gasoline or liquid propane.

7. No sign or graphics shall be placed thereon except one (1) identifying plaque no more than two (2) square feet in size. Any person allowing or using a storage box or similar

structure not in compliance with this Section shall be guilty of a separate violation of this chapter for each day such box or similar structure shall be out of compliance.

(b) Between sunset and sunrise, any *Beach Commerce* chair on the *Sandy Gulf Beach* shall be stored seaward of and perpendicular or parallel to the public trash receptacle line approximately twenty feet (20) seaward of the toe of the dune or native vegetation, or where there are no dunes or native vegetation, are relocated as close as practicable to an existing permanent structure or the line of buildings.

1. Stored *Beach Commerce* chairs shall be stacked in a neat and secure manner no higher than ten (10) chairs in a stack. Stored, stacked chairs shall be secured by a locked tether.

(c) Violation of this section by any person other than a Beach Service or Owner-Operator shall be punishable as a Class 2 Violation pursuant to Section 7-502. Violation of this Section by a Beach Service or Owner-Operator shall be punishable as a Class 1 Violation pursuant to Section 7-501.

(Ord. No. 639, § 5, 3-23-00; Ord. No. 1301, § 1, 7-10-2014)

SECTION 3. From and after the effective date of this ordinance, Section 7-67 of the Panama City Beach Code of Ordinances related to Beach Amusements is amended to read as follows (new text blue and underlined, deleted text red and ~~struck through~~):

**Sec. 7-67. Beach amusements—Setback and density requirements.**

(a) It shall be unlawful for any person, business or Beach Service to provide or offer any Beach Amusement within fifty (50) feet of the boundary line of the property on which such person, business or Beach Service is authorized to conduct business, provided that if the Gulf front of such property is less than one hundred (100) feet such provision or offering may be made in the center of the Gulf front of such property.

(b) It shall be unlawful for any person, business or Beach Service to provide or offer more than eight (8) Personal Watercraft for rent at any location on the Sandy Gulf Beach.

(c) It shall be unlawful for any person, business or Beach Service to provide or offer Personal Watercraft for rent at any location on the Sandy Gulf Beach within two hundred (200) feet of another such location situated on the same property or contiguous properties which have been combined to calculate the points allowed under this Section.

(d) It shall be unlawful for any person, business or Beach Service to provide or offer any Beach Amusement for rent at any location on the Sandy Gulf Beach whenever the aggregate number of points (as specified below) of all Beach Amusements provided or offered, or both, on the Sandy Gulf Beach of the parcel containing that location shall exceed the number of linear feet of beachfront of such parcel. The points to be aggregated are:

1. *Personal Watercraft:* 200 points.
2. *Hobicat, Sunfish, Prindle or similar sailboat:* 15 points.

3. *Sailboard:*10 points.

4. *Kayak, Canoe, or similar paddle boat:*10 points.

5. *Watercycle:* 5 points.

6. *Surfboard or Boogie-Board:* 5 points.

7. *Shuttle Craft:*20 points.

8. *Water Amusement Park:* 40 points per inflated amusement.

9. *Hydro-Flyer Ride:* 200 points

In determining the number of Beach Amusements permitted at any location, the following rules of construction shall apply: Whenever the number of lineal feet of beachfront of any parcel shall exceed one hundred (100) over any multiple of two hundred (200), then for the sole purpose of determining the number of Personal Watercraft permitted, the number of lineal feet shall be rounded up to the next multiple of one hundred.

Any *Beach Service* or *Owner-Operator* who is permitted to operate *Beach Commerce* on multiple contiguous locations may offer the aggregate number of *Personal Watercraft* permitted across the contiguous locations at one location so long as the placement of the *Personal Watercraft* otherwise complies with the requirements of this Chapter.

(e) It shall be unlawful for any person to manage or control any Beach Business whenever any Beach Amusement shall be offered or provided on the beachfront of such business in violation of this section.

(f) A violation of this section by any person other than a Beach Service shall be punishable as a Class 2 Violation as provided in Section 7-502. Violation of this section by a Beach Service shall be punishable as a Class 1 Violation as provided in Section 7-501.

(Ord. No. 409, § 1, 3-11-93; Ord. No. 425, § 3, 3-24-94; Ord. No. 439, § 3, 1-26-95; Ord. No. 439, § 2, 1-26-95; Ord. No. 521-E, 2-12-98; Ord. No. 568, § 1, 7-23-98; Ord. No. 1051, § 2, 11-9-06; Ord. No. 1183, § 1, 6-10-2010; Ord. No. 1301, § 1, 7-10-2014~~)~~

SECTION 4. From and after the effective date of this ordinance, Section 7-82 related to Beach Solicitation, Sales, and Rentals is amended to read as follows (new text blue and underlined, deleted text red and ~~struck through~~):

**Sec. 7-82. Same—Exception for booths and stalls; limited delivery service ~~definition; purpose.~~**

(a) The prohibition contained in section 7-80 shall not apply to persons soliciting or canvassing from within a Booth or Stall, for the sale or rental of any merchandise, services, goods, or property of any kind or character to be delivered or performed off such sand beach areas.

(b~~c~~) The purpose of requiring a booth or stall is to reasonably permit commercial speech relating to goods and services not directly serving a public need in the sand beach area, without unreasonably interfering with the flow, recreation, enjoyment and privacy of persons otherwise upon the sand beach areas.

(c) A permitted *Beach Service* may offer and deliver services without a booth or stall at any location which meets the following criteria:

(1) The upland property is a single-family home;

(2) The upland property is a multi-family development consisting of no greater than fifteen (15) dwelling units which is controlled by a single entity or an owner's association of which all unit owners are members; or

(3) The upland property is undeveloped but is otherwise owned, leased, or controlled by a single entity or association;

(d) In addition to compliance with the otherwise applicable provisions of this chapter, a delivery *Beach Service* shall be subject to the following requirements:

(1) No more than one *Beach Service* may offer delivery services at any one location which shall be evidenced by the upland owner's permission; and

(2) Any *Beach Service* offering delivery *Beach Commerce* shall hold a valid permit for each location issued by the City Police Department in accordance with Article III of this Chapter.

(3) No person may solicit, offer or deliver services or goods other than rental chairs and umbrellas; and

(4) Any goods delivered by a *Beach Service* must be removed from the location at or before sunset of each day; and

(5) A *Beach Service* may not be granted any additional permit to drive on the beach by virtue of offering a delivery *Beach Service*.

(Ord. No. 297, § 3, 5-23-85; Ord. No. 409, § 1, 3-11-93; Ord. No. 415, § 1, 10-14-93; Ord. No. 568, § 1, 7-23-98; Ord. No. 745, § 4, 6-27-02)

SECTION 5. From and after the effective date of this ordinance, Section 7-85 related to Limited Food and Beverage Service is amended to read as follows (new text blue and underlined, deleted text red and ~~struck through~~):

**Sec. 7-84 Limited Food and Beverage Service**

(a) Purpose. The purpose of this section is to allow limited food and non-alcoholic beverage service based upon strict regulations which will ensure that the Sandy Gulf Beach will not be adversely affected while allowing private businesses to extend their existing food service establishments onto the *Sandy Gulf Beach.*

(b) Permit. It shall be unlawful to provide food and non-alcoholic beverage service on portions of the Sandy Gulf Beach described above without a valid permit issued by the Police Department and in accordance with the following requirements:

1. All applicants must be properly licensed by the State of Florida Department of Business and Professional Regulation Division of Hotel and Restaurants or such applicable successor agency, for food service and delivery onto the Sandy Gulf Beach and may not rely on off-site food delivery services.

2. All applicants must qualify as a *Beach Business* as that term is defined in this Code.

3. Applicants must submit a site map of the proposed service area (the "Food Service Area") indicating the proposed manner of service, sample menu, and materials to be used. The Police Department is hereby authorized to deny a permit, without prejudice, if it deems that the manner of service is likely to create windswept debris or otherwise cause *Litter* to leave the Food Service Area.

4. As part of the application, applicants must provide a copy of a certificate of insurance in such amounts as deemed necessary by the City's risk management department naming the City an additional insured and loss payee.

5. As part of the application, the applicant shall execute an agreement to indemnify, hold harmless and release the City, its authorized agents and employees from any and against any and all claims and costs arising out of or related to the permit holder's activities, as more specifically set forth in the permit application.

6. The fee for the issuance of the food service permit shall be based upon the following fee schedule which may be amended or repealed by resolution of the City Council:

   i. For Food Service Areas which span fifty (50) linear feet or less of beach frontage, the annual permit fee shall be five hundred ($500) dollars.

   ii. For Food Service Areas which span between fifty (51) and one hundred (100) linear feet of beach frontage, the annual permit fee shall be one thousand ($1,000) dollars.

   iii. For Food Service Areas which span greater than one hundred (100) linear feet of beach frontage, the annual permit fee shall be two thousand five hundred ($2,500) dollars.

7. Each food and beverage service permit issued pursuant to this section shall expire on December 31 of the year in which it was issued regardless of the date of issuance.

(c) Food Service regulations. Service of food and non-alcoholic beverages (hereafter "Food Service") by permitted *Beach Businesses* shall be subject to the following regulations:

1. The permitted Beach Business shall conspicuously display its Food Service permit, including the permit's site map and restrictions, on the property which shall be available for inspection at all times.

2. Food Service may only be made to persons seated on a towel, chair, or cabana within the permitted Food Service Area. The service provider may not offer Food Service within thirty (30) feet landward of the primary wrack line or, if there be no primary wrack line, the scarf line or landward edge of the "wet sand" so as to avoid windswept food debris from entering the Gulf of Mexico.

3. All Food Service employee must wear uniforms and name tags that identify the permit holder they are representing as more specifically set forth in the City's permit application.

4. Food Service is prohibited from sunset to sunrise.

5. Food Service must be available to all members of the public on equal terms and conditions to any other guest of the service provider.

6. All service providers must continuously keep the food service area free and clean of any *Litter* as that term is defined in section 12-1 of this Code. Prior to the end of each day, the service provider shall rake the entire Food Service Area with a sand rake including under any chairs or cabanas. The Service Provider shall keep and maintain a timestamped daily photographic log of compliance with this section which shall be available for inspection by the City at all times. Failure to produce the maintenance log for any day in which Food Service was provided shall be a Class 1 violation of this section for each missing log.
7. All Food Service orders must be placed via communication technology including but not limited to internet platform or telephone. Services providers may place signage on any permitted Food Service chair or cabana advertising the Food Service by internet link, phone number, QR code or similar media. All other solicitation of Food Service on the Sandy Gulf Beach is prohibited.

(d) Temporary suspension. In the event the portion of the Sandy Gulf Beach described herein will be used for an approved special event, maintenance or repairs, the City may temporarily suspend the permit holder's services during such time period upon prior written notice to permit holder. Upon the issuance of a severe storm, tropical storm or hurricane warning by the National Weather Service, the City may suspend permit holder's services without any prior written notice.

(e) Violation of this section shall be punishable as a Class 1 Violation as provided in Section 7-502.

SECTION 6. SEVERABILITY. If any clause or portion of this Ordinance is held invalid or unenforceable, the remainder of this Ordinance shall continue in full force and effect.

SECTION 7. CODIFICATION. 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 8. EFFECTIVE DATE. This Ordinance shall take effect immediately upon passage.

**THIS ORDINANCE** shall be effective immediately upon passage.

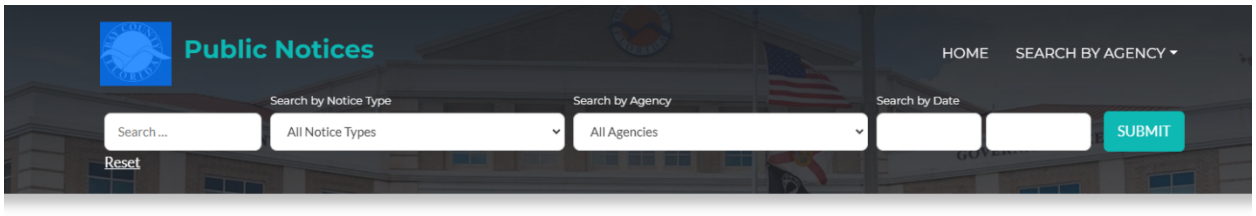
**PASSED** in regular session this ___ day of _____, 2023.

**CITY OF PANAMA CITY BEACH**

By: _____
Mark Sheldon, Mayor

**ATTEST**:

_____
Lynne Fasone, City Clerk




# PUBLIC NOTICE

PUBLIC HEARINGS

## PUBLIC HEARING

*NOTICE IS HEREBY GIVEN that the following entitled ordinance shall be presented to the City Council of the City of Panama City Beach, Florida, for a public hearing and final adoption at its regular meeting to be conducted at **6:00 P.M. on THURSDAY July 13, 2023**, or as soon thereafter as the matter may be heard, at City Hall located at 17007 Panama City Beach Parkway, Panama City Beach, Florida, to-wit,*

***ORDINANCE NO. 1627***

***AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING CHAPTER 7 OF THE CITY'S CODE OF ORDINANCES RELATED TO BEACHES, BOATS, AND WATERWAYS; AMENDING THE REGULATIONS FOR FIRES ON THE BEACH; AMENDING THE REGULATIONS OF STORAGE BOXES AND CHAIRS ON THE BEACH; AMENDING THE REGULATIONS OF BOOTHS OR STALLS USED IN BEACH COMMERCE; PROVIDING FOR THE LIMITED PROVISION OF DELIVERY CHAIR AND UMBRELLA SERVICE; AMENDING THE PERMIT FEE FOR LIMITED FOOD AND NON-ALCOHOLIC BEVERAGE SERVICE ON THE BEACH; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.***

*Any person requiring a special accommodation to participate in this meeting because of a disability or physical impairment should contact Lynne Fasone, the Panama City Beach City Clerk, lynne.fasone@pcbfl.gov or by phone at (850) 233-5100 at least five (5) calendar days prior to the meeting. If you are hearing or speech impaired, and you possess TDD equipment, you may contact the City Clerk using the Florida Dual Party Relay system which can be reached at (800) 955-8770 (Voice) or (800) 955-8771 (TDD).*

*CITY OF PANAMA CITY BEACH, FL*

*BY: /s/ Lynne Fasone*

*City Clerk*

POSTED ON JUNE 23, 2023

PANAMA CITY BEACH

# *CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY*

| | |
|---|---|
| ***1. DEPARTMENT MAKING REQUEST/NAME:*** Jennifer Shuler, Legal | ***2. MEETING DATE:*** July 13, 2023 |

***3. REQUESTED MOTION/ACTION:***

Consider ordinance at first reading.

| | |
|---|---|
| ***4. AGENDA:*** REGULAR AGENDA | ***5. IS THIS ITEM BUDGETED (IF APPLICABLE)?:*** N/A<br><br>Detailed Budget Amendment Attached: N/A |
| | ***6. IDENTIFY STRATEGIC PRIORITY:***<br>Public Safety<br>Quality of Life |

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

Ordinance 1625 makes various changes to Chapter 29 of the Code of Ordinances related to Emergency Management.

On April 14, 2022, the City Council passed Ordinance 1586, which amended Chapter 29 and authorized the City Manager to declare civil emergencies and take measures to address riots and civil unrest. This new ordinance expands the authority of the City Manager to declare emergencies generally in natural disasters and other types of emergency situations. Specifically, Ordinance 1625 does the following:

- Adds a definition for emergencies in general;
- Gives the City Manager the power to declare a state of emergency for natural, technological or other manmade disasters that have occurred or are imminent;
- Provides for a 7 days duration of a general state of emergency or emergency order and limits the total duration of non-weather related emergencies that limit the rights or liberties of individuals to 42 days; and
- Incorporates the City's Comprehensive Emergency Management Plan as a framework for the City to handle emergencies and disasters.

Ord 1625.Emergency Management Ordinance.First Reading.07.07.2023.pdf

**ORDINANCE 1625**

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S CODE OF ORDINANCES CHAPTER 29 RELATED TO EMERGENCY MANAGEMENT; AMENDING DEFINITIONS; AMENDING DECLARATIONS OF EMERGENCIES; AMENDING THE DURATION OF EMERGENCY ORDERS; INCORPORATING THE CITY'S COMPREHENSIVE EMERGENCY MANAGEMENT PLAN; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the City of Panama City Beach ("City") is a municipality granted home rule authority pursuant to Article VIII, Section 2 of the Constitution of the State of Florida and Section 166.021, Florida Statutes, constitutionally and statutorily guaranteeing it the right to exercise its governmental, corporate, and proprietary powers for municipal purposes, including to regulate for the protection of the public health, safety, and welfare; and

WHEREAS, the City is further empowered pursuant to sections 252.38 and 252.46, Florida Statutes, to declare emergencies and authorize emergency orders as necessary for emergency management; and

WHEREAS, the City Council desires to codify who holds emergency powers, the duration of emergencies, and the detailed management of emergencies and disasters, to respond more quickly and effectively to future emergencies.

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

SECTION 1. From and after the effective date of this Ordinance, Chapter 29 of the City's Code of Ordinances is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

**Chapter 29: Emergency Management**

**ARTICLE I – IN GENERAL**

**Section 29-1. Reserved**

**Section 29-2. Definitions**

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

(a) *Civil Emergency* means the existence or imminent threat of an act of violence or a flagrant and substantial defiance of or resistance to a lawful exercise of public authority and that, on account

thereof, there is reason to believe that there exists a clear and present danger of a riot or other general public disorder, widespread disobedience of the law, and substantial injury to persons or to property, all of which constitute an imminent threat to public peace or order and to the general welfare of the City.

(b) *Curfew* means a prohibition against any person or persons walking, running, loitering, standing or motoring upon any alley, street, highway, public property or vacant premises within the corporate limits of the City, except the persons officially designated to perform duties by local emergency order, resolution or ordinance.

**(c) *Emergency* means any occurrence, or threat thereof, whether natural, technological, or manmade, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property.**

(c) *Emergency Management* means the preparation for, the mitigation of, the response to, and the recovery from emergencies and disasters. Specific emergency management responsibilities include, but are not limited to:

1. Reduction of vulnerability of people and subparts of this community to damage, injury, and loss of life and property resulting from natural, technological, or manmade emergencies or hostile military or paramilitary action.
2. Preparation for prompt and efficient response and recovery to protect lives and property affected by emergencies.
3. Response to emergencies using all systems, plans, and resources necessary to preserve adequately the health, safety, and welfare of persons or property affected by the emergency.
4. Recovery from emergencies by providing for the rapid and orderly start of restoration and rehabilitation of persons and property affected by emergencies.
5. Provision of an emergency management system embodying all aspects of pre-emergency preparedness and post-emergency response, recovery, and mitigation.
6. Assistance in anticipation, recognition, appraisal, prevention, and mitigation of emergencies which may be caused or aggravated by inadequate planning for, and regulation of, public and private facilities and land use.

**Section 29-3 through 29-39. Reserved.**

**ARTICLE II - ~~CIVIL~~ EMERGENCIES**

**Section 29-40. Declaration of *Civil Emergency***

Whenever the City Manager determines that there exists a *Civil Emergency* ~~or during a declared state or county emergency pursuant to the provisions of Chapters 252 or 381, Florida Statutes~~, the City Manager may declare that a state of emergency exists within the City's corporate boundaries.

**Section 29-41. Declaration of *Emergency* in General**
**Whenever the City Manager determines that there exists an *Emergency*, or during a declared state or county emergency pursuant to the provisions of Chapters 252 or 381, Florida**

**Statutes, the City Manager may declare that a state of emergency exists within the City's corporate boundaries.**

**Section 29-41~~1~~2. Discretionary Emergency Measures**

(a) Whenever the City Manager declares that a state of emergency exists, pursuant to section**s** 29-40 **or 29-41**, the City Manager may order and promulgate, by issuance of a written emergency order, any, or all of the following *Emergency Management* measures, in whole or in part, with such limitations and conditions as ~~the City Manager~~ **he or she** may deem appropriate, including but not limited to:

1. Such powers and authorities vested in municipalities to promulgate such emergency measures as authorized under Chapters 252, 381 and 870, Florida Statutes.

2. The establishment of *Curfews* in all or part of the City. The order may exempt from some or all of the curfew restrictions classes of people whose exemption ~~the City Manager finds~~ **is** necessary for the preservation of the public health, safety and welfare. The proclamation shall state the exempted classes and the restrictions from which each is exempted.

3. The prohibition of the sale, distribution, or service of any alcoholic or intoxicating beverage, with or without the payment or a consideration therefore.

4. The prohibition of the possession or consumption of alcoholic or intoxicating beverages other than on one's own premises.

5. The closing of any area of public or private assemblage. The order shall allow the owner of real property access and may grant additional exemptions for those the City Manager finds necessary for the preservation of the public health, safety and welfare.

6. The prohibition of the rental or operation of any low-speed vehicle, golf cart, autocycle, or any other class or kind of traffic found to be incompatible with the normal and safe movement of traffic on any or all street(s) within the territorial jurisdiction of the City.

7. The termination of utility services at any real property address within the City's utility franchise service area.

8. The suspension, revocation, modification, or denial of a special event permit sought or issued under Chapter 4 of the City's Code of Ordinances.

9. The authorization of the use of City property for the lawful storage, detention, or impoundment of persons or property, including but not limited to motor vehicles.

10. The authorization to use City personnel to enter upon private property and provide emergency nuisance abatement where any violation of the City Code or condition existing on real property presents a serious threat to the public health, safety, and welfare in accordance with sections 15-17 and 25-31 of this Code, including but not limited to the provision of private security to protect private property or for City personnel to otherwise provide emergency assistance to private property or businesses critically, adversely affected by the declared emergency.

11. The authorization to close any public beach access or portion of the sandy gulf beach.

12. The authorization to request federal, state, regional and county emergency assistance or mutual aid, and the power to render mutual aid to other governmental entities as City resources allow.

13. To impose and implement any other conditions narrowly tailored towards *Emergency Management* of the declared *Civil Emergency* **or *Emergency***.

**Section 29-4~~2~~3. Advanced Emergency Prevention Measures**

(a) Whenever the City Manager determines, based upon the written request of the Chief of Police and a review of available credible intelligence, that there exists a reasonable likelihood that a *Civil Emergency* will exist in the City within the approaching twelve (12) hours, the City Manager shall be authorized to issue an administrative order directing any or all of the following advanced preventative measures, in whole or in part, with such limitations and conditions as the City Manager may deem appropriate, including but not limited to:

1. The prohibition of the sale, distribution, or service of any alcoholic or intoxicating beverage, with or without the payment or a consideration therefore, between the hours of 2:00 a.m. and 7:00 a.m. on the same day.

2. The measures set forth in section 29-41(a)(6)(8)(9) and (11).

(b) Any administrative order promulgated by this Section 29-4~~2~~**3** shall be limited in its duration to twenty-four (24) hours and may be extended by the City Manager for two (2) additional twenty-four (24) hour periods but shall not exceed a maximum duration of seventy-two (72) hours unless extended by a duly enacted resolution of the City Council.

**Section 29-4~~3~~4. Filing and Publication**

Any state of emergency, emergency order, or advanced preventative administrative order declared or ordered by virtue of the terms of sections 29-40 through 29-4~~2~~**3** shall, as promptly as practicable, be filed in the office of the City Clerk and delivered to appropriate news media for publication and to local radio and television stations for broadcast, as well as posted on the City's website and broadcast on any publicly available emergency notification system.

**Section 29-4~~4~~5. Duration and Scope of Emergency Order.**

A state of emergency or emergency order established under this Article:

**1. *Civil Emergency* -** Shall terminate at the end of a period of seventy-two (72) consecutive hours thereafter unless, prior to the end of such seventy-two (72) hour period, the City Manager or City Council shall have terminated such state of emergency. **The *Civil Emergency* may be terminated, modified, or extended beyond the seventy-two (72) hour time limit by duly enacted ordinance or resolution of the City Council.**

**2. *Emergency* In General – Shall terminate seven (7) days after issuance. The *Emergency* may be terminated, modified, or extended beyond the seven (7) day time limit by a majority vote of the City Council by duly enacted ordinance or resolution. Any order issued in response to a non-weather related *Emergency* that limits the rights or liberties of individuals or businesses shall not extend beyond a total duration of forty two (42) days.**

~~2~~**3**. May be limited to a specific geographic area necessary to accomplish the goal of *Emergency Management*.

~~3. May be terminated, modified, or extended beyond the seventy-two (72) hour time limit by duly enacted ordinance or resolution of the City Council.~~

4. Which restricts or closes the operation of a business shall contain the specific reasons for such restriction and shall be reassessed regularly.

5. Any Curfew shall allow persons to travel to and from their residence and place of employment.

**Section 29-46 – Comprehensive Emergency Management Plan**

**The City has adopted a Comprehensive Emergency Management Plan ("CEMP") to establish a framework, guidelines, and a management structure for the City to handle emergencies and disasters. The City CEMP is guided by Florida Statute Chapter 252 and is intended to coordinate with Bay County's CEMP, the State of Florida's Emergency Response Plans, and the National Response Framework. To the extent not inconsistent with City Code, the CEMP is hereby incorporated herein.**

**Section 29-4~~5~~7. Penalties and Enforcement**

(a) Any person who violates any condition set forth in an order of the City Manager or otherwise disrupts or obstructs *Emergency Management* activities shall be subject to penalties as authorized by section 1-12 of the City's Code of Ordinances and Chapters 252 and 870, Florida Statutes.

(b) Civil fines. Notwithstanding subsection (a) herein, the following civil fines shall be imposed upon a person or business establishment in violation of any curfew or other condition created, established, ordered, adopted or promulgated pursuant to this article, or Chapter 252, Florida Statutes.

1. First violation: $500.00.

2. Second (or subsequent) violation within the preceding 12 months: $1,000.00.

(c) Enhanced penalties. Notwithstanding subsection (a) herein, and in addition to those civil fines identified in subsection (b) herein, the following enhanced penalties shall be imposed upon a business establishment operating in violation of any *Curfew* created, established, ordered, adopted or promulgated pursuant to this article or Chapter 252, Florida Statutes:

1. The offending business establishment must immediately cease all business operations and activities; and

2. The offending business establishment shall be prohibited from commencing any business operations or activities until the appropriate civil fine, as set forth in subsection (b) herein, has been received by the City; and

3. The offending business establishment has remitted an executed attestation of compliance demonstrating that such establishment has reviewed those emergency order(s) and measures promulgated pursuant to the declared state of emergency, and which attestation shall further specify that the business establishment has taken all required measures to prevent a future recurrence of such curfew violation.

(d) Criminal Penalties. Any person who willfully or knowingly violates any condition established by an emergency or administrative order adopted or promulgated pursuant to Section 29-41 is guilty of a misdemeanor of the second degree.

(e) The Civil Penalties established in this Article and incorporated into specific provisions of this Chapter 29 are always cumulative and in addition to any other civil or criminal penalties available for a violation of the City's Code of Ordinances, including the general penalty and terms set forth in Section 1-12, and also cumulative and in addition to any requirements, proscriptions and civil or criminal penalties under state law.

(f) Civil penalties issued and assessed for violations of this Chapter may be administered through the City's Hearing Officer Code Enforcement System pursuant to Chapter 25 as it may be amended from time to time.

(g) Any business or person found to be in repeat violation of this Chapter shall be subject to immediate suspension of utility service upon the order of the City Manager.

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

SECTION 3. CODIFICATION. 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 clause or portion of this ordinance is held invalid or unenforceable, the remainder of this ordinance shall continue in full force and effect.

SECTION 5. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ____day of _____, 2023.

**CITY OF PANAMA CITY BEACH**

By: _____
Mark Sheldon, Mayor

**ATTEST**:

_____
Lynne Fasone, City Clerk

EXAMINED AND APPROVED by me this _____ day of _____, 2023.

By: _____
Mark Sheldon, Mayor

Published in the **News Herald** on the _____ day of _____, 2023.

Posted on **pcbfl.gov** on the _____ day of _____, 2023.

# *CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY*

| | |
|---|---|
| ***1. DEPARTMENT MAKING REQUEST/NAME:*** Cindy Kittler, Building & Planning | ***2. MEETING DATE:*** July 13, 2023 |

***3. REQUESTED MOTION/ACTION:***

Consider and adopt initial Assessment Resolution and Preliminary Assessment Roll.

| | |
|---|---|
| ***4. AGENDA:*** REGULAR AGENDA | ***5. IS THIS ITEM BUDGETED (IF APPLICABLE)?:*** N/A<br><br>Detailed Budget Amendment Attached: N/A |
| | ***6. IDENTIFY STRATEGIC PRIORITY:***<br>Attractive Community<br>Financial Health |

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

The City has adopted a Nuisance Abatement Assessment Program to collect from certain property owners the costs of nuisance abatement activities undertaken on their property with City resources. Attached is an initial assessment resolution for Fiscal Year 23-24, identifying the tax parcels on which a nuisance abatement service cost shall be assessed on the 2023 tax bill, and directing a public hearing be held and noticed to interested persons to contest the assessment before a final roll is adopted. The roll for this year includes 5 parcels for which the assessments total $11,786.38. If approved, the public hearing will be noticed as provided in the Resolution, and a final assessment resolution shall be presented to the Council on August 8, 2023.

Res 23-196.Nuisance Abatement Assessment.07.07.23.Draft.v2.TOC.pdf

**RESOLUTION NO. 23-196**

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**CITY OF PANAMA CITY BEACH, FLORIDA**

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**INITIAL ASSESSMENT RESOLUTION**
**FOR NUISANCE ABATEMENT ASSESSMENTS**

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**ADOPTED JULY 13, 2023**

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**RESOLUTION NO. 23-196**

**A RESOLUTION OF THE CITY COUNCIL OF PANAMA CITY BEACH, FLORIDA, RELATING TO THE DELIVERY OF NUISANCE ABATEMENT RELATED SERVICES WITHIN THE CITY; PROVIDING FOR NUISANCE ABATEMENT ASSESSMENTS WITHIN THE CITY; ESTIMATING THE SERVICE COST TO PROVIDE NUISANCE ABATEMENT RELATED SERVICES AND PROGRAMS; ESTABLISHING THE METHOD OF ASSESSING THE NUISANCE ABATEMENT RELATED SERVICE COST AGAINST REAL PROPERTY SPECIALLY BENEFITED; DIRECTING THE CITY MANAGER TO PREPARE A PRELIMINARY NUISANCE ABATEMENT ASSESSMENT ROLL; ESTABLISHING A PUBLIC HEARING TO CONSIDER IMPOSITION OF THE PROPOSED NUISANCE ABATEMENT ASSESSMENTS; DIRECTING THE PROVISION OF NOTICE IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AS FOLLOWS:**

## ARTICLE I
## INTRODUCTION

**SECTION 1.01. AUTHORITY.** This Resolution of the City of Panama City Beach, Florida (the "City"), is adopted pursuant to City Ordinance Nos. 947 and 1313 as amended from time to time and codified in Chapter 28 of the Code of Ordinances of the City of Panama City Beach (the "Assessment Ordinance"), City Ordinance No. 1294 (the "Nuisance Ordinance") (collectively, the "Nuisance Abatement Ordinances"), Article

VIII, Section 2, Florida Constitution, Sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

**SECTION 1.02. DEFINITIONS.** This Resolution constitutes the Initial Assessment Resolution as defined in the Assessment Ordinance. All capitalized words and terms not otherwise defined herein shall have the meaning set forth in the Assessment Ordinance. As used in this Resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires.

**"Assessment Area"** means all property within the corporate boundaries of Panama City Beach.

"**Assessed Property**" means all parcels of real property included in the Nuisance Abatement Assessment Roll that receive a special benefit from or relieve a burden attributable to Nuisance Abatement Services or Nuisance Abatement Improvements.

"**Assessment**" means a special assessment (sometimes also characterized as a non-ad valorem assessment) imposed by the City against property located within the boundaries of the City of Panama City Beach Assessment Area for the costs of services, facilities or programs which provide a special benefit to, or relieve a burden attributable to, one or more parcels of land within the Assessment Area, by eliminating or abating a public nuisance, computed in the manner described in Article III hereof.

"**City Clerk**" means the clerk of the City Council.

**"City Code"** means the Code of Ordinances for Panama City Beach.

"**City Manager**" means the chief executive officer of the City, or such person's designee, responsible for coordinating Assessments as provided herein.

**"Nuisance"** shall mean a Nuisance or Public Nuisance, as defined in the Nuisance Ordinance, ultimately abated by the City after notice to and failure by the owner of the Tax Parcel on which the nuisance is located to timely or completely abate the nuisance.

**"Nuisance Abatement Assessment"** means the Assessment, as defined in the Assessment Ordinance, lawfully imposed by the Council against Assessed Property to fund all or any portion of the cost of the provision of Nuisance Abatement Services, in accordance with the Nuisance Ordinance, necessary to abate a violation of the Panama City Beach Code of Ordinances present on the affected Tax Parcel.

"**Nuisance Abatement Assessment Roll**" means the roll created pursuant to Section 2.04 of the Assessment Ordinance and described in Section 2.02 hereof that includes a summary description of each Tax Parcel subject to the Nuisance Abatement Assessment, the name of the owner of each Tax Parcel as shown on the Tax Roll, and the Assessment to be imposed on each Tax Parcel shown.

"**Nuisance Abatement Improvement**" means land, capital assets, services or improvements acquired, constructed, replaced, demolished, relocated or provided to abate a Nuisance existing on a Tax Parcel.

"**Nuisance Abatement Service**" means any work authorized in accordance with the Nuisance Abatement Ordinance and necessary to remove or otherwise abate a Nuisance

located on a Tax Parcel, in accordance with the Nuisance Ordinance, including but not limited to review, planning, investigation, analysis, permitting, notice, enforcement, remediation, improvement, demolition or removal services.

"**Nuisance Abatement Service Cost**" means the Service Cost, as defined in the Assessment Ordinance, that is properly attributable to the provision of the Nuisance Abatement Services under generally accepted accounting principles, including, without limiting the generality of the foregoing: (A) the costs incurred by the City, including all actual, administrative, and collection costs, in performing any work authorized in accordance with the Nuisance Abatement Ordinance and necessary to abate a Nuisance located on a Tax Parcel, in accordance with the Nuisance Abatement Ordinance; and (B) costs associated with review, planning, investigation, analysis, permitting, notice, enforcement, remediation, improvement, provision of services, demolition or removal, or any combination of those, to abate a public nuisance; and (C) interest and reimbursement to the City or any other Person for any moneys advanced for any costs incurred by the City or such Person in connection with any of the foregoing components of a Nuisance Abatement Service Cost.

"**Tax Parcel**" means a parcel of property to which the Bay County Property Appraiser has assigned a distinct ad valorem property tax identification number.

**"Uniform Assessment Collection Act"** means Sections 197.3632 and 197.3635, Florida Statutes, or any successor statutes authorizing the collection of non-ad valorem

assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

**SECTION 1.03. INTERPRETATION.** Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Resolution; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this Resolution. Words of any gender include the correlative words of the other gender, unless the sense indicates otherwise.

**SECTION 1.04. FINDINGS.** It is hereby ascertained, determined and declared that:

(A) Pursuant to Article VIII, Section 2(b) of the Florida Constitution, and Sections 166.021 and 166.041, Florida Statutes, the City Council has all powers of local self-government to perform municipal functions and to render municipal services except when prohibited by law and such power may be exercised by the enactment of legislation in the form of City ordinances.

(B) The City Council may exercise any governmental, corporate, or proprietary power for a municipal purpose except when expressly prohibited by law, and the City Council may legislate on any subject matter on which the Legislature may act, except those subjects described in (a), (b), (c), and (d) of Section 166.021(3), Florida Statutes. The subject matter of paragraphs (a), (b), (c) and (d) of Section 166.021(3), Florida Statutes, are

not relevant to imposition of the Nuisance Abatement Assessments within the City.

(C) The City is authorized by Article VIII, Section 2 of the State Constitution, Section 166.021, Florida Statutes, the Nuisance Abatement Ordinances, the Uniform Assessment Collection Act, and other applicable provisions of law, to provide for the imposition and collection of charges in the form of special assessments, such impositions also being sometimes characterized as non-ad valorem assessments.

(D) The Council has enacted the Assessment Ordinance and the Nuisance Ordinance to authorize the imposition of Nuisance Abatement Assessments to fund the Nuisance Abatement Service Cost to benefit property in the Assessment Area.

(E) Prior to the adoption of the Assessment Roll, the City incurred costs related to the abatement of one or more public nuisances and the remediation or improvement of property, which costs remain outstanding, and are properly included within the Nuisance Abatement Service Cost.

(F) The provision of Nuisance Abatement Services have specially benefitted the Tax Parcels to be assessed and enhanced the utilization and enjoyment of the Tax Parcels by one or more of the following: (1) protecting or enhancing the value and use of the property through the elimination of an existing code violation that presents a serious threat to the public health, safety, and welfare; (2) providing increased safety and better access to the property; (3) improving the property's appearance; (4) rendering the property more adaptable to a current or reasonably foreseeable new and higher use; (5)

fostering the enhancement of environmentally responsible use and enjoyment of the property; and (6) eliminating the accrual of daily fines imposed on the property due to the original code violation.

(G) The Nuisance Abatement Service Costs consists of costs incurred by the City, including all actual, administrative, service and collection costs, in performing or having performed any work necessary to abate a nuisance located on an affected Tax Parcel. The Council hereby determines that the Nuisance Abatement Service Cost provides a special benefit to each Tax Parcel to be assessed, and that it is fair and equitable to allocate the Nuisance Abatement Service Cost to Tax Parcels predominately benefited by the removal or abatement of the Nuisance from that Tax Parcel and the reciprocal relief of the burden caused by the Nuisance, based upon the actual, administrative, services and collection costs incurred by the City in abating the nuisance located on the Tax Parcel and which costs are uniquely attributable to that Tax Parcel.

(H) It is fair and reasonable to proportionately fund the Assessed Cost on the basis of the actual costs expended by the City for nuisance abatement associated with each respective Tax Parcel creating a burden upon and/or benefiting from nuisance abatement. Such a process fairly recognizes unique costs and expenses in a proportional manner to the burdens and benefits emanating from and inuring to properties which, for whatever reason, create a nuisance or circumstance reasonably requiring abatement (after reasonable requests to abate by the City).

(I) The actions of nuisance abatement in each circumstance evidenced by the Assessment Roll are fairly and reasonably characterized as reasonable, necessary and lawful and, a Nuisance Abatement Assessment is determined to be a fair and reasonable means to allocate and share such benefits, burdens and costs resulting from such abatement costs by the City in each circumstance.

(J) The benefits derived, or burdens relieved from the City's abatement process, services, facilities, and programs as to each Tax Parcel subjected to non-ad valorem assessment is equal to or exceeds in each case the amount of the assessments levied and imposed hereunder. The Assessment for any Tax Parcel assessed in employing such an approach also does not exceed the proportional benefits (or corresponding relief of burdens) that such Tax Parcel will receive (or has caused) compared to any other Tax Parcel so assessed within the City.

(K) The Council hereby finds and determines that the Nuisance Abatement Assessments to be imposed in accordance with this Resolution provide a proper and equitable method of funding associated nuisance abatement attention, services, and facilities by fairly and reasonably allocating a documented and proportionate cost thereof among benefited properties.

## ARTICLE II

## NOTICE AND PUBLIC HEARING

### SECTION 2.01. ESTIMATED NUISANCE ABATEMENT SERVICE COST.

(A) The estimated Nuisance Abatement Service Cost to be recovered through Nuisance Abatement Assessments for the Fiscal Year commencing October 1, 2023 is **$11,786.38**.

(B) The estimated Nuisance Abatement Service Cost is hereby allocated among the following Tax Parcels for Service Costs incurred by the City in the Fiscal Year commencing October 1, 2023:

| PARCEL ID | PROPERTY OWNER | SERVICE COST |
|---|---|---|
| **34190-000-000** | **H&A Inc.** | **$867.46** |
| **34024-375-000** | **John B. Taylor** | **$2,849.50** |
| **33210-000-000** | **Victoria Patterson** | **$1,287.27** |
| **33863-010-000** | **Angela R. Detrick f/n/a Angela R. Buckley** | **$4,667.84** |
| **33830-304-000** | **Gayle P. Bradbury** | **$2,114.31** |

This Nuisance Abatement Service Cost will be collected through the imposition of Assessments against property located within the City in the manner set forth in Section 3.02 hereof.

(C) The estimated Nuisance Abatement Assessments established in this Initial Assessment Resolution shall be the estimated service costs applied by the City Manager in the preparation of the preliminary Nuisance Abatement Assessment Roll for the Fiscal Year commencing October 1, 2023, as provided in Section 2.02 of this Initial Assessment Resolution.

**SECTION 2.02. NUISANCE ABATEMENT ASSESSMENT ROLL.** The City Manager is hereby directed to prepare, or cause to be prepared, a preliminary Nuisance Abatement Assessment Roll for the Fiscal Year commencing October 1, 2023, in the manner provided in Section 2.04 of the Assessment Ordinance. The Nuisance Abatement Assessment Roll shall include all Tax Parcels identified in Section 2.01 hereof. The City Manager shall apportion the estimated Nuisance Abatement Service Cost to be recovered through Nuisance Abatement Assessments in the manner set forth in this Initial Assessment Resolution. A copy of this Initial Assessment Resolution and the preliminary Nuisance Abatement Assessment Roll shall be maintained on file in the office of the City Clerk and open to public inspection.

**SECTION 2.03. PUBLIC HEARING.** There is hereby established a public hearing to be held at 9:00 AM on August 8, 2023, in City Council Chambers, City Hall, 17007 Panama City Beach Parkway, Panama City Beach, Florida, at which time the City Council will receive and consider any comments on the Nuisance Abatement Assessments from the public and affected property owners and consider imposing Nuisance Abatement Assessments and collecting such assessments on the same bill as ad valorem taxes.

**SECTION 2.04. NOTICE BY PUBLICATION.** The City Manager shall direct the publication of a notice of the public hearing authorized by Section 2.03 hereof in the

manner and time provided in Section 2.05 of the Ordinance. The notice shall be published no later than July 19, 2023, in substantially the form attached hereto as Appendix A.

**SECTION 2.05. NOTICE BY MAIL.** The City Manager shall direct the mailing of a notice of the public hearing authorized by Section 2.03 hereof in the manner and time provided in Section 2.06 of the Ordinance. The notice shall be mailed no later than July 14, 2023, in substantially the form attached hereto as Appendix B.

## ARTICLE III

## ASSESSMENTS

**SECTION 3.01. NUISANCE ABATEMENT ASSESSMENTS TO BE IMPOSED IN ASSESSMENT AREA.**

(A) Pursuant to Section 2.02 of the Assessment Ordinance, Nuisance Abatement Assessments are to be imposed on those certain Tax parcels located within the City on which Nuisance Abatement Improvements or Nuisance Abatement Services have been undertaken or performed by the City.

**SECTION 3.02. IMPOSITION OF ASSESSMENTS.** Nuisance Abatement Assessments shall be imposed against those Tax Parcels identified in Section 2.01 located within the Assessment Area and shall be computed for each Tax Parcel in accordance with this Article III. When imposed, the Assessment for each Fiscal Year shall constitute a lien upon the Tax Parcels located within the Assessment Area pursuant to the Assessment Ordinance.

**SECTION 3.03 COMPUTATION OF NUISANCE ABATEMENT ASSESSMENT.**

(A) The Nuisance Abatement Assessment identified in Section 2.01 shall be calculated and apportioned based upon the actual Service Costs incurred by the City in performing any work necessary to abate or correct a violation of the Code of Ordinances of the City of Panama City Beach for each specific Tax Parcel identified in Section 2.01. In the event the City undertakes aggregated and contemporaneous nuisance abatement activities upon two or more Tax Parcels under common ownership for which Service Costs are comingled and cannot be uniquely attributed to one Tax Parcel over another, the Service Costs for such aggregated and contemporaneous nuisance abatement activities shall be equally divided among the Tax Parcels on which the aggregated and contemporaneous work was performed. If the City undertakes nuisance abatement on two or more occasions upon a single parcel, the Service Costs shall be added together.

(B) It is hereby ascertained, determined, and declared that the method of determining the Nuisance Abatement Assessments for nuisance abatement related services as set forth in this Initial Assessment Resolution is a fair and reasonable method of apportioning the Nuisance Abatement Service Cost among parcels of Assessed Property located within the Assessment Area.

**SECTION 3.04. APPLICATION OF ASSESSMENT PROCEEDS.** Proceeds derived by the City from the Nuisance Abatement Assessments will be utilized to

reimburse the City for the actual costs arising from its provision of Nuisance Abatement related services, facilities, and programs.

**SECTION 3.05. COLLECTION OF ASSESSMENTS.** The Nuisance Abatement Assessments shall be collected pursuant to the Uniform Assessment Collection Act.

## ARTICLE IV

## GENERAL PROVISIONS

**SECTION 4.01. CONFLICTS.** All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 4.02. SEVERABILITY.** If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

**SECTION 4.03. EFFECTIVE DATE.** This Initial Assessment Resolution shall take effect immediately upon its passage and adoption.

**PASSED, ADOPTED AND APPROVED** _____ day of _____, 2023.

**CITY COUNCIL OF PANAMA CITY BEACH, FLORIDA**

By: _____
Mark Sheldon, Mayor

(SEAL)

Attest:

By: _____
Lynne Fasone, City Clerk

**APPENDIX A**
**FORM OF NOTICE TO BE PUBLISHED**

*To be published on or before July 19, 2023.*

(Map of Panama City Beach City Limits Area)

**NOTICE OF HEARING**
**TO IMPOSE AND PROVIDE FOR COLLECTION OF SPECIAL ASSESSMENTS**

Notice is hereby given that the City Council of Panama City Beach, Florida, will conduct a public hearing to consider adoption of a Nuisance Abatement Final Assessment Resolution related to the imposition of special assessments nuisance abatement to reimburse the City for services undertaken by the City of Panama City Beach to abate a nuisance on the following properties:

| PARCEL ID | PROPERTY OWNER |
|---|---|
| **34190-000-000** | **H&A Inc.** |
| **34024-375-000** | **John B. Taylor** |
| **33210-000-000** | **Victoria Patterson** |
| **33863-010-000** | **Angela R. Detrick f/n/a Angela R. Buckley** |
| **33830-304-000** | **Gail P. Bradbury** |

The Nuisance Abatement Final Assessment Resolution will provide for the imposition of special assessments, sometimes characterized as non-ad valorem assessments, against property located within the boundaries of the City and collection of the assessments by the billing method described in Section 3.01 of City Ordinance No. 947. The hearing will be held at **9:00 AM on August 8, 2023** at City Council Chambers in City Hall, 17007 Panama City Beach Parkway, Panama City Beach, Florida. All affected property owners have a right to appear at the hearing and to file written objections with the City Council within twenty (20) days of this notice.

The assessments have been proposed to fund nuisance abatement related essential services and improvements throughout the City. The assessment for each tax parcel within the Assessment Area will be based upon the actual costs incurred by the City attributable to the abatement of a nuisance on each tax parcel as of the date the assessments are imposed. A more specific description of the nuisance abatement related services and improvements and the method of computing the assessment for each parcel of property are set forth in the Initial Assessment Resolution adopted by the City Council

on July 13, 2023. Copies of the Initial Assessment Resolution and the preliminary Nuisance Abatement Assessment Roll together with Ordinances 947 and 1313 (the "Assessment Ordinance") and Ordinance 1294 (the "Nuisance Ordinance") are available for inspection at the office of the City Clerk, located at City Hall, 17007 Panama City Beach Parkway, Panama City Beach, Florida.

If you have any questions, please contact the City Clerk's Office at (850) 233-5100.

ANY PERSON WISHING TO ENSURE THAT AN ADEQUATE RECORD OF THE PROCEEDINGS IS MAINTAINED FOR APPELLATE PURPOSES IS ADVISED TO MAKE THE NECESSARY ARRANGEMENTS FOR RECORDING AT HIS OR HER OWN EXPENSE.

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE CITY CLERK AT LEAST 48 HOURS IN ADVANCE OF THE MEETING AT 850-233-5100.

# APPENDIX B
# FORM OF NOTICE TO BE MAILED

## PANAMA CITY BEACH, FLORIDA

City of Panama City Beach, Florida
17007 Panama City Beach Parkway
Panama City Beach, Florida 32413-2199

July 14, 2023

**NOTICE OF HEARING TO IMPOSE AND TO PROVIDE FOR COLLECTION OF NUISANCE ABATEMENT RELATED SPECIAL ASSESSMENTS IN PANAMA CITY BEACH**

**Apparent Owners of Record:**
**VIA FIRST CLASS MAIL**
**[Property Owner Name]**
**[Street Address]**
**Panama City Beach, FL [Zip]**

Tax Parcel No. [**Insert Number**}
Location: [**Insert Address**]

Dear Property Owner:

In accordance with Section 197.3632, Florida Statues, notice is hereby given by the City of Panama City Beach that a non-ad valorem assessment for nuisance abatement services using the tax bill collection method, may be levied on your property for the fiscal year beginning on October 1, 2023. The purpose of this assessment is to recover costs arising from nuisance abatement services benefiting affected properties located within the City. The total property abatement assessment revenue to be collected is estimated to be [$ 00.00] for the fiscal year beginning October 1, 2023. The assessment of each parcel of property is calculated and apportioned based upon the extent of work necessary to abate or correct a violation of the City's Code of Ordinances existing on a Tax Parcel. The assessment will include the actual costs incurred by the City in performing any work necessary to abate or correct violations for unsafe structures or abatement of nuisances or both, including all labor, materials, disposal, and administrative costs.

Copies of the Initial Assessment Resolution and the preliminary Nuisance Abatement Assessment Roll describing the assessments are available for your review at the offices of the City Clerk, located at City Hall, 17007 Panama City Beach Parkway, Panama City Beach. Information regarding the assessment for your specific property is included below.

The total amount of actual and administrative costs incurred by the City in performing the work necessary to abate or correct a violation of the City's Code of Ordinances on the above referenced parcel is $[00.00] ("Nuisance Abatement Cost"). The Nuisance Abatement Assessment for the above parcel is $[00.00] for the fiscal year beginning October 1, 2023.

The nuisance abatement non-ad valorem assessment amount shown on this notice will be collected by the Bay County Tax Collector on the tax bill to be mailed in November 2023. Florida law requires that the City inform you that failure to pay your assessment may result in foreclosure or the issuance of a tax sale certificate in the future. The City has the right to foreclose and collect delinquent assessments in any manner provided by law.

Until paid, the Nuisance Abatement assessment will constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, district, or municipal taxes and other non-ad valorem assessments. Assessments shall become delinquent if not timely paid.

The City, in its sole discretion, shall determine whether to provide a program of hardship assistance, either through monetary contributions or extended payment terms, to City residents who are living below or close to the poverty level and are at risk of losing title to their homes as a result of the imposition of a Nuisance Abatement Assessment.

The City Council will hold a public hearing at 9:00 AM on August 8, 2023, in the City Council Chambers at City Hall, 17007 Panama City Beach Parkway, Panama City, Florida, for the purpose of receiving comments on the proposed assessments. You are invited to attend and participate in the hearing. You may also file written objections with the City Council prior to or during the hearing. If you decide to appeal any decision made by the City Council with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made.

If you have any questions, please contact the City Clerk's office at 850-233-5100.

THIS IS NOT A BILL. DO NOT SEND PAYMENT.

PANAMA CITY BEACH, FLORIDA

Any person requiring a special accommodation at this meeting because of a disability or physical impairment should contact the Panama City Beach City Clerk, at City Hall,17007 Panama City Beach Parkway, Panama City Beach, Florida 32413 or by phone at (850) 233-5100 at least 48 hours prior to the meeting. If you are hearing or speech impaired, and you possess TDD equipment, you may contact the City Clerk using the Florida Dual Party Relay system which can be reached at (800) 955-8770 (Voice) or (800) 955-8771.

# *CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY*

| ***1. DEPARTMENT MAKING REQUEST/NAME:*** | ***2. MEETING DATE:*** |
|---|---|
| Mel Leonard, Building & Planning | July 13, 2023 |

***3. REQUESTED MOTION/ACTION:***

It is recommended the City Council approve an agreement with C.A.P. Government, Inc., to provide residential and commercial plan review and building inspection services.

| ***4. AGENDA:*** REGULAR AGENDA | ***5. IS THIS ITEM BUDGETED (IF APPLICABLE)?:*** Yes<br><br>Detailed Budget Amendment Attached: N/A |
|---|---|
| | ***6. IDENTIFY STRATEGIC PRIORITY:***<br>Public Safety<br>Quality of Life |

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

For many years, the Building Division has contracted for inspection and plan review services with qualified entities who are able to supplement these duties during periods of high building activity and for construction requiring specific certifications. In the 1990s, the City used ICC (in Birmingham) to conduct plan review of larger buildings. In the 2000s, the City contracted with Code South to perform plan review and had an interlocal agreement with Bay County for inspections. The City extended the interlocal agreement with Bay County to include plan review as well. Subsequently, Bay County contacted the City and said they needed to focus on their own jurisdiction and would no longer be providing these services. In late 2016, Gordon and Associates began providing these services until 2021 when the City re-advertised. C.A.P. was then approved to begin providing these services through the expiration of the agreement on September 30, 2023. The City has again advertised for plan review and building inspection services and had a response from one qualified bidder: C.A.P. Government Services, Inc. A public meeting was held on June 12, 2023 at 1 p.m. to review submitted bids. Copies of the bid and response to the City's advertisement are attached for review.

Resolution 23-197.CAP Agreement.Residential Commercial Plans Review Inspections.pdf
CAP_Exhibit_A.pdf
CAP 2023 Bid Tabulation and Proposal Forms.pdf

**RESOLUTION NO. 23-197**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH C.A.P. GOVERNMENT, INC. FOR THE RESIDENTIAL AND COMMERCIAL PLANS REVIEW AND BUILDING INSPECTION SERVICES AT HOURLY RATES AS MORE FULLY SET FORTH IN THE BODY OF THE AGREEMENT.**

**BE IT RESOLVED** that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement with C.A.P. Government, Inc., for the residential and commercial plans review and building inspection services for the Building and Planning Department, at the hourly rates set forth in substantially the form **attached** as Exhibit A 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 July, 2023.

**CITY OF PANAMA CITY BEACH**

By: _____
Mark Sheldon, Mayor

**ATTEST**:

_____
Lynne Fasone, City Clerk

**AGREEMENT**

**RESIDENTIAL/COMMERCIAL PLAN REVIEW AND BUILDING INSPECTION SERVICES**

**THIS AGREEMENT** is made and entered into this ____ day of _____, 2023, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA,** a municipal corporation (City) and C.A.P. Government, Inc. (Contractor or Vendor).

**PREMISES**

1. **SCOPE OF WORK**
   Contractor/Vendor agrees to furnish and deliver all materials and perform all services and labor required for ("the Work"), as more particularly described in the Specifications listed in Invitation to Bid number PCB23-39.

   If the Contractor/Vendor believes that any particular product is not within the scope of the contract, is a material change, or will otherwise require more compensation to the Contractor/Vendor, the Contractor/Vendor must immediately notify the City's Representative in writing of this belief. If the City's Representative believes that the particular work/service/product is within the scope of the contract as written, the Contractor/Vendor will be order to and shall continue to supply the work/service/product as changed and at the cost stated for the work/service within the scope. The Contractor/Vendor must assert its right to an adjustment under this clause within thirty (30) days from the date of the receipt of this agreement.

2. **COMPENSATION**
   As compensation for supplying the product contemplated herein and performance rendered by the Contractor/Vendor of its duties and obligations hereunder, City shall pay Contractor/Vendor according to the not to exceed hourly bid prices submitted on PCB23-39 RESIDENTIAL/COMMERCIAL PLAN REVIEW AND BUILDING INSPECTION SERVICES. The City shall pay to the Contractor/Vendor as full consideration for the delivery of product and services required by this Agreement, at the HOURLY PRICE contained in the Contractor's cost proposal, upon the basis of actual measured quantities as the same may be finally determined by the City Manager or his/her designee(s).
      A. Extra and/or Additional Work Changes – Should City at any time during the progress of said work request alterations, deviations, additions, or omissions from said specifications or other contract documents, it shall be at liberty to do so by written authorization to Contractor/Vendor, and the same shall in no way affect or make void the Agreement. The unit price of any such addition or deletion from the contract Bid price, must be mutually agreed upon by both parties.

3. **PAYMENT**
   Contractor/Vendor will invoice for payment to the City monthly as work has been completed. The invoice(s) shall be delivered to accounts payable at City Hall, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413.

**4. TERM**

Unless terminated sooner pursuant to the provision of the Termination clauses contained in paragraph 6, and subject to the availability of funds appropriated for this purpose, this Agreement shall take effect on the executed date of award and be valid for a period of one (1) year with an option to renew for two (2) additional one (1) year terms.

**5. COMMENCEMENT OF WORK**

Contractor/Vendor shall commence the Work within ten (10) days of issuance of a Notice of Award by the City.

The date shall be known as the "Commencement Date". Contractor/Vendor shall execute the Work regularly, diligently, and uninterruptedly so as to complete the Work ready for use in accordance with the Scope of Work and the time for completion stated therein. Contractor/Vendor shall not commence the Work until any required submittals are received and approved.

**6. DELIVERABLES**

A. The Work is specified in the Scope of Work. Contractor shall deliver all products and deliverables as stated therein. Contractor is responsible for the professional quality, technical accuracy, and timely completion of the Work. Both workmanship and materials shall be of good quality. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials provided. Unless otherwise specifically provided for herein, Contractor shall provide and pay for all materials, labor, and other facilities and equipment necessary for performance of the Work. The City's Building Official shall make a final acceptance inspection of the deliverables when completed and finished in all respects.

B. If not otherwise addressed in the Scope of Work and/or Specifications, upon written request, Contractor shall submit written progress reports to the City's Building Official at the frequency requested in the form approved by the Building Official at no additional cost to the City. The progress report shall provide an updated progress schedule, taking into account all delays and approved changes in the Work. Failure to provide a progress report shall be cause to withhold payment.

**7. ONWERSHIP OF DELIEVERABLES**

All deliverables, including Work not accepted by the City, are City property when Contractor has received compensation therefor, in whole or in part. Any City source documents or other City or non-City documents, specifications, materials, reports, or accompanying data developed, secured, or used in the performance of the Work, excluding proprietary materials, as outlined in the Statement of Work, are City property and shall be safeguarded and provided to the City upon request. City plans and specifications shall not be used on other work and,

with the exception of the original plans and specifications, shall be returned to the City upon request. This obligation shall survive termination or expiration of this Agreement.

**8. TERMINATION OF CONTRACT**

A. City Termination for Cause – The Agreement may be terminated by the City for cause in the event of any breach hereof, including, but not limited to, Contractor/Vendor's: (1) failing to carry forward and complete the Work as provided herein; (2) failing to comply with applicable laws, regulations, permits, or ordinances; (3) failing to timely correct defective Work; (4) making a general assignment for the benefit of its creditors; (5) having a receiver appointed because of insolvency; (6) filing bankruptcy or having a petition for involuntary bankruptcy filed against it; (7) failing to make payments when due to subcontractors, vendors, or others for materials or labor used in the Work; (8) making a material misrepresentation to the City regarding the Work; (9) arrest or conviction of felony or fraud, or (10) any other material breach of this Agreement. In such event, the City shall provide Contractor/Vendor with written notice of its intention to terminate this Agreement, stating the nature of the deficiency and the effective date of termination. At the City's sole judgement and discretion, the City may afford Contractor/Vendor an opportunity to cure said deficiency, in which event the notice shall specify the time allowed. Upon termination, the City may take possession of the premises and of all materials thereon and finish the Work by whatever means it seems expedient.

B. City Termination for Convenience – Notwithstanding any other provision hereof, the City may at any time terminate this Agreement or any Work issued under it, in whole or in part, without cause, upon thirty (30) days advanced written notice to Contractor/Vendor. In such event, Contractor/Vendor shall be compensated for any Work performed prior to the date of termination and for materials that were ordered prior to receipt of notice of termination that cannot be returned to the vendor, which shall become City property. Upon receipt of notice, Contractor/Vendor shall discontinue Work on the date and to the extent specified therein and shall place no further orders for materials, equipment, services, or facilities, except as needed to continue any portion of the Work not terminated. Contractor/Vendor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work. Contractor/Vendor may not claim any compensation not specifically provided herein, including, but not limited to loss of anticipated profits, idle equipment, labor, and facilities; or any additional claims of subcontractors and vendors.

**9. COMPLIANCE WITH LAWS**

The Contractor/Vendor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor/Vendor shall always

observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The Contractor/Vendor shall protect and indemnify the City of Panama City Beach and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor/Vendor, its representatives, sub-contractors, sub-consultants, professional associates, agents, servants, or employees. Additionally, Contractor/Vendor shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this contract from the federal government, State of Florida, Bay County, or municipalities when legally required, and maintain same in full force and effect during term of the contract.

**10. WARRANTY**

The Contractor/Vendor agrees that, unless otherwise specified in the specifications of the invitation to bid, the product furnished as a result of this invitation and award thereto shall be covered by the most favorable commercial warranty the Contractor/Vendor gives to any customer for comparable quantities of such products and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other provision of the invitation/offer.

**11. INSURANCE AND INDEMNIFICATION**

Contractor/Vendor shall at its own expense maintain in force during the term of the contract the insurance on policies and insurers acceptable to the City as required by the City's Insurance Requirements attached hereto as Exhibit "A".

i. Within thirty (30) days of the date of the Award, and thereafter upon the written request of the City, Contractor/Vendor shall furnish to the City such certificates of coverage and certified copies of policies pursuant to the City's Insurance requirements in order to satisfy this provision, the documentation required by this part must be sent to the following address: ATTN: RISK MANAGEMENT DIRECTOR, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413.
ii. Regardless of the coverage provided by any insurance, the successful Contractor/Vendor shall indemnify, save harmless and defend the City, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful Contractor/Vendor, its sub-contractors, agents, servants, or employees during the course of performing services or caused by the goods provided pursuant to these Bid documents and/or resultant contract.

If any third-party claim is made against the City that, if sustained, would give rise to indemnification liability of the Contractor/Vendor under this Agreement, the City shall promptly cause notice of the claim to be delivered to the successful Contractor/Vendor and shall afford the Contractor/Vendor and its counsel, at the Contractor's/Vendor's sole expense, the opportunity to join in defending or compromising the claim. The covenants contained in this paragraph shall survive the termination of this Agreement.

**12. 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.

**13. TIME**

Time is of the essence in this Agreement.

**14. FORCE MAJEURE**

The Contractor's/Vendor's failure or inability to perform the stated scope of work at any time as a result of circumstances beyond its control, such as, but not limited to, war, terrorism, strikes, fires, floods, hurricanes, acts of God, power failures, or damage or destruction of any facility related thereto, shall not be deemed a breach of this Agreement.

**15. REMEDIES**

In the event of failure of the Contractor/Vendor to deliver product in accordance with the contract terms and conditions, the City, after due written notice, may procure the products from other sources and hold the Contractor/Vendor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have. Failure to cure a breach of a material term hereunder within 24-hours of Contractor's/Vendor's receipt of written notice thereof shall entitle the City to terminate this Agreement. 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.

**16. ASSIGNMENT**

This Agreement may be assigned with the consent of the City Council.

**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. CHOICE OF LAW & VENUE**

This Agreement shall be governed by the laws of the State of Florida. Any legal proceeding regarding this Agreement shall be brought in the 14th Judicial Circuit in Bay County, Florida.

**19. MODIFICATIONS**

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 Contractor/Vendor.

**20. 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 and conditions of this Agreement.

**21. NOTICES**

Any notice required by this Agreement shall be directed to the parties as follows:

A. As to City:

City Representative: Mark McWaters

Title/Position: Building Official

116 South Arnold Road, Panama City Beach, FL 32413

Phone: (850) 233-5100, ext. 2319

B. As to Contractor/Vendor:

Contract Representative: Carlos A. Penin, PE

Title/Position: President

Email Address: cap@capfla.com

Mailing Address: 343 Almeria Avenue, Coral Gables, FL 33134

Phone: (305)448-1711

**22. ENTIRE AGREEMENT**

This Agreement, and any exhibits or appendixes attached hereto and incorporated herein, constitutes the entire agreement between parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions of the parties, whether oral or written, and there are no representations, warranties, covenants or other agreements among the parties.

The term "Agreement" means and includes the following documents, all of which are incorporated into this Agreement by reference:

Advertisement for Bids
Information for Bidders
Scope of Work/Specifications
Bid Proposal Form
Drug Free Work Place Statement
Public Entity Crimes Statement
Non-Collusion Affidavit
E-Verify
Terms and Conditions
Notice of Award
Agreement
Exhibit A – Insurance Requirements
Any Additional Exhibits or Appendices

ADDENDA (S)

No. _____, dated _____, 20 _____

No. _____, dated _____, 20 _____

No. _____, dated _____, 20 _____

No. _____, dated _____, 20 _____

**IN WITNESS WHEREOF,** the Contractor/Vendor has executed this Agreement as of the day and year first written above.

Signed in the presence of: Contractor/Vendor

Witness 1: _____

(Print Name): Carmelo Pifano

By: _____
Contractor/Vendor

Witness 2: _____

(Print Name): Monica De Castro

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

By: _____
Drew Whitman, City Manager

ATTEST:

_____
City Clerk

**CITY OF PANAMA CITY BEACH**
**17007 Panama City Beach Parkway, Panama City Beach, Florida 32413**

**PCB23-39 - ITB - Plan Review & Building Inspection Services**
**Monday, January 9, 2023**
**1:00PM**

| | CONTRACTOR/VENDOR | DATE/TIME BID RECEIVED | PAPER or DEMANDSTAR | BID FORM | DRUG FREE WORKPLACE | PUBLIC ENTITY CRIMES | E-VERIFY | CONFLICT OF INTEREST | NON-COLLUSION | W9 | REFERENCES | BID PRICE | RESPONSIVE BID - Minimum Requirements Provided | NOTES |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | CAP Government, Inc. | 06/09/23 @ 4:03PM | DemandStar | X | X | X | X | X | X | X | X | See Attached Bid Sheet | Yes | |
| 2 | | | | | | | | | | | | | | |
| 3 | | | | | | | | | | | | | | |
| 4 | | | | | | | | | | | | | | |
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| 12 | | | | | | | | | | | | | | |

PCB23-39 ITB RESIDENTIAL/COMMERCIAL PLAN REVIEW
AND BUILDING INSPECTION SERVICES

# BID PROPOSAL FORM

TO: City of Panama City Beach, Florida

SUBMITTED: June 12th, 2023.

## PCB23-39 ITB RESIDENTIAL/COMMERCIAL PLAN REVIEW AND BUILDING INSPECTION SERVICES

The Undersigned, as Bidder, hereby declares that they have examined the bid specification and informed themselves fully regarding all terms and conditions pertaining to the product specifications.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the **City of Panama City Beach** to perform the Work as specified in **PCB23-39 ITB RESIDENTIAL/COMMERCIAL PLAN REVIEW AND BUILDING INSPECTION SERVICES** in accordance with the terms and conditions and bid specifications.

| SERVICE | FEE/HOUR | MINIMUM HOUR CHARGED |
|---|---|---|
| Residential Plan Review | $ 90.00 | 1 |
| Commercial Plan Review | $ 90.00 | 1 |
| Residential Code Inspection | $ 82.50 | 2 |
| Commercial Code Inspection | $ 85.00 | 2 |
| Ancillary Duties– Investigations, Complaints, Meetings, etc. Floodplain, Engineer, Architect, Fire Inspector Consultation | * please see following page | |

**NOTE:**

The City reserves the right to reject any and all bids received and may award the contract based upon either lowest bid or a bid and delivery time which the City deems to be in its best interest.

By submission of this BID, Bidder certifies that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any other competitor.

In submitting this Bid, Bidder represents as more fully set forth in the agreement, that Bidder has examined copies of all the contract Documents and of the following Addenda:

Addendum No: _____ Dated: _____ Addendum No: _____ Dated: _____

Addendum No: _____ Dated: _____ Addendum No: _____ Dated: _____

## ANCILLARY DUTIES

The Ancillary Duties requested by the City of Panama City Beach (City) in the Invitation to Bid, "BID PROPOSAL FORM," are broad and include several services that require different levels of professionals in various trades. These include investigations of complaints, code violations, meetings, floodplain services, engineering and architectural services and fire inspector consultations.

C.A.P. Government, Inc. (CAP) has the capabilities to provide all of the services listed in this line item. We however propose to work with the City on a case-by-case basis to negotiate a scope of services and rates to provide a more accurate description of these ancillary duties.

PCB23-39 ITB RESIDENTIAL/COMMERCIAL PLAN REVIEW
AND BUILDING INSPECTION SERVICES

The undersigned declares that, after examining the Bid Documents for the above referenced service, she/he does hereby submit a response to the bid and warrants that:

1. She/He is an officer of the organization.
2. She/He is authorized to offer a bid in full compliance with all requirements and conditions, as set forth in the solicitation.

**BIDDER:**

C.A.P. Government, Inc.
Name of Business

Carlos A. Penin, PE
Name of Bidder

343 Almeria Avenue, Coral Gables, FL
Address

(305)448-1711
Phone Number

cap@capfla.com
Email Address

Signature of Authorized Representative

President
Title of Authorized Representative

06/07/2023
Date

[END OF BID PROPOSAL FORM]

# *CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY*

| ***1. DEPARTMENT MAKING REQUEST/NAME:*** | ***2. MEETING DATE:*** |
|---|---|
| Holly White, Administration | July 13, 2023 |

***3. REQUESTED MOTION/ACTION:***

Approve Resolution 23-198 to extend the interim professional services agreement between the City and the Corradino Group for the period beginning September 1, 2023 through August 31, 2024.

| ***4. AGENDA:*** REGULAR AGENDA | ***5. IS THIS ITEM BUDGETED (IF APPLICABLE)?:*** No<br><br>Detailed Budget Amendment Attached: N/A |
|---|---|
| | ***6. IDENTIFY STRATEGIC PRIORITY:***<br>Transportation<br>Attractive Community<br>Economic Development |

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

Per Section 8 of the Interim Professional Services Agreement Between City of Panama City Beach and The Corradino Group, Inc. Relating to CRA Program Management Services, the City shall provide written notice of its intention to renew or terminate on or by August 1 each year. Staff recommends approval of Resolution 23-198 which will extend the Agreement for an additional one year term beginning September 1, 2023 and ending August 31, 2024. The Corradino Group has provided excellent CRA program management services since assuming this role in March of 2022. The construction of CRA FBR Segment 3 is approximately 55% complete at this time. The construction of Alf Coleman Road is anticipated to begin in July of 2023. Plans for Segment 4.1 are virtually complete and right-of way acquisitions and plan designs for Segments 4.2 and 4.3 are well underway.

Adequate funds are available in the FY 2023 budget to cover anticipated expenditures prior to fiscal year end September 30, 2023. The City covenants to budget and appropriate the estimated funds to be expended in FY 2024 under this contract. The hourly rates, estimated hours per Corradino staff member and resulting estimated cost to the City was provided by the Corradino Group and is included in the agenda packet.

Resolution 23-198.Extension of Interium PSA.Corradino Group.pdf
Corradino Group fee estimate 090123 thru 083124.pdf
Corradino_Group.Professional_Services_Agreement.03.11.2022.pdf

**RESOLUTION NO. 23-198**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN EXTENSION OF THE INTERIM PROFESSIONAL SERVICES AGREEMENT WITH THE CORRADINO GROUP FOR CRA PROGRAM MANAGEMENT.**

**BE IT RESOLVED** by the City Council of the City of Panama City Beach that:

1. The appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Extension of Interim Agreement between the City and The Corradino Group, relating to the professional program management services for the City's Front Beach Road Community Redevelopment Area, at the hourly rate set forth in the Agreement, 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 July, 2023.

**CITY OF PANAMA CITY BEACH**

By: _____
Mark Sheldon, Mayor

**ATTEST**:

_____
Lynne Fasone, City Clerk

# The Corradino Group

| Name | Position | Unloaded Rate | Overhead 114.81% | Expenses 6.31% | FCCM 0.039% | OM 40% | Billing Rate | Total Hours | Total Cost |
|---|---|---|---|---|---|---|---|---|---|
| **Core Staff** | | | | | | | | | |
| Courtney Drummond | Lead Program Manager | $85.00 | $97.59 | $5.36 | $0.03 | $34.00 | $221.99 | 96 | $21,310.57 |
| Scott Passmore | Assistant/Control Program Manager | $77.00 | $88.40 | $4.86 | $0.03 | $30.80 | $201.09 | 2016 | $405,402.34 |
| Donna Montgomery | Community Outreach Specialist | $31.00 | $35.59 | $1.96 | $0.01 | $12.40 | $80.96 | 2016 | $163,213.93 |
| Yberis Sosa | Assistant/Control Program Manager | $45.00 | $51.66 | $2.84 | $0.02 | $18.00 | $117.52 | 2016 | $236,923.44 |
| **Support Staff as Needed** | | | | | | | | | |
| | Inspector | $30.00 | $34.44 | $1.89 | $0.01 | $12.00 | $78.35 | 2016 | $157,948.96 |
| | | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | 0 | $0.00 |
| | | $0.00 | 0 | $0.00 | $0.00 | $0.00 | $0.00 | | $0.00 |
| | | | | | | | | **Total Budget** | **$984,799.25** |

| Name | Position | September Hours | October Hours | November Hours | December Hours | January Hours | February Hours | March Hours | April Hours | May Hours | June Hours | July Hours | August Hours | Total Hours |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Core Staff** | | | | | | | | | | | | | | |
| Courtney Drummond | Lead Program Manager | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 96 |
| Scott Passmore | Assistant/Control Program Manager | 168 | 168 | 168 | 168 | 168 | 168 | 168 | 168 | 168 | 168 | 168 | 168 | 2016 |
| Donna Montgomery | Community Outreach Specialist | 168 | 168 | 168 | 168 | 168 | 168 | 168 | 168 | 168 | 168 | 168 | 168 | 2016 |
| Yberis Sosa | Asst. Project Administrator | 168 | 168 | 168 | 168 | 168 | 168 | 168 | 168 | 168 | 168 | 168 | 168 | 2016 |
| **Support Staff as Needed** | | | | | | | | | | | | | | |
| Inspector | Inspector | 168 | 168 | 168 | 168 | 168 | 168 | 168 | 168 | 168 | 168 | 168 | 168 | 2016 |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |

**INTERIM**
**PROFESSIONAL SERVICES AGREEMENT**
**BETWEEN**
**CITY OF PANAMA CITY BEACH AND THE CORRADINO GROUP, INC.**
**RELATING TO**
**CRA PROGRAM MANAGEMENT SERVICES**

**THIS AGREEMENT** is made and entered into this 11th day of March, 2022, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation ("City") and **THE CORRADINO GROUP, INC.** ("Consultant").

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

## 1. SCOPE OF PROFESSIONAL SERVICES:

The City is interested in entering into a contract with a qualified firm to provide the City with various program management support services in connection with the City's Front Beach Road Development Project ("Program"), all such services to be provided at the City's request and direction. Attached hereto as Schedule A is a general description of the Program. The primary function of the Program Manager will be to act as an extension of the City's staff and assist the City with its overall planning, scheduling and implementation of the Program and its various projects, including overseeing and managing the various designers, consultants, suppliers, construction managers and contractors that may be retained by the City with respect to the improvement, design and construction of the transportation corridors identified in the City's Front Beach Road Redevelopment Plan.

## 2. COMPENSATION AND PAYMENT:

A. Consultant's compensation for the services described in each scope of work shall be as stated in Exhibit B. Hourly compensation shall be determined in increments of one-tenth (1/10) of an hour. Billing rates including expenses shall be included in Exhibit B.

B. Reserved.

C. Upon written instruction by the City, the Consultant shall perform additional work necessary or convenient to complete the services which are mentioned or referenced in this Agreement. The Consultant shall be entitled to additional compensation unless such work is required as a result of error, omission, or negligence by the Consultant. The additional compensation shall be computed by the Consultant on a revised fee quotation proposal and submitted to the City for written approval. If the parties cannot agree, Consultant's initial compensation will be such amount as the City shall determine in good faith to be the fair value of such services, and such amounts shall

be paid to Consultant in monthly installments as set forth elsewhere in this Agreement. In the event the City shall unilaterally determine the amount to be paid for such services, Consultant shall have the right, to be exercised by written notice delivered to the City within twenty (20) days after the City Council shall unilaterally determine such amount, to have the value of such services determined by binding arbitration pursuant to the Florida Arbitration Code and in accordance with the rules of the American Arbitration Association. The Consultant and the City each shall select one arbitrator and those two shall select a third. Each arbitrator shall be familiar by trade or occupation with transportation engineering and construction. The decision of any two (2) arbitrators shall be conclusive and may be enforced in any court of competent jurisdiction in the State of Florida. Each party shall promptly pay when billed, including in advance, one-half of all arbitration fees and costs. The prevailing party shall recover from the other its reasonable attorney's fees and costs, including fees and costs incurred in arbitration and in any action in any court of competent jurisdiction in the State of Florida to enforce the arbitration award, including appeal. Should the arbitrators award Consultant an amount equal to or less than the amount that the City has unilaterally determined, Consultant shall nonetheless be paid the amount unilaterally determined by the City, but the City shall be deemed the prevailing party and Consultant shall pay the City's reasonable attorney's fees.

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

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

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

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

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

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

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

E. At the end of each month during which work shall be outstanding, the Consultant shall submit an invoice for services rendered during that month. Fees shall be

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

F. During any month in which the fees for work performed are anticipated to exceed $100,000, the Consultant shall timely notify the Assistant City Manager of that fact.

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

**3. RESERVED.**

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

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

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

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

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

D. Prioritization of the work to be performed by Consultant, and coordination of Consultant's work with other City projects or employees.

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

between the City and the Consultant, and incorporated in written amendments to this Agreement.

**7. TERMINATION:**

A. The City may terminate this Agreement for cause upon written notice to Consultant if Consultant fails to diligently, competently and timely perform any of the work, fails to cooperate with others associated with the work, or otherwise fails to perform or observe any material covenant, representation or warranty contained in this Agreement. Consultant may terminate this Agreement for cause upon written notice to City if City fails to perform or observe any material covenant, representation or warranty contained in this Agreement. In the event of such termination, the parties shall be entitled to the rights and remedies provided by law. If the City wrongfully terminates this Agreement, the City shall be responsible to Consultant solely for the reasonable value of the work performed by the Consultant prior to the City's wrongful action, including reasonable overhead and profit on the work performed, less prior payments made. Under no circumstances shall Consultant be entitled to overhead and profit on work not performed.

B. City may terminate this Agreement at any time without cause upon written notice to Consultant. Should the City terminate this Agreement without cause, City shall pay Consultant for work performed through the date of Notice of Termination, and shall have no further responsibility to Consultant.

C. Subject to the provisions of Paragraph 2 (C), Consultant may terminate this Agreement at any time without cause upon written notice to City.

**8. TERM:** Unless terminated sooner pursuant to the provisions of the "TERMINATION" clauses contained in Paragraph 7 of this Agreement, and subject to the availability of appropriated funds, this Agreement shall take effect on the day and year first above written until September 1, 2022. In the City's sole discretion, this Agreement may be renewed for subsequent one-year terms until the Front Beach Road Community Redevelopment Plan projects contemplated herein have been completed. The City shall provide written notice of its intention to renew or terminate on or by August 1.

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

**10. INSURANCE:**

The Consultant shall procure and maintain during the life of this Agreement insurance of the following types:

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

Coverage A – Worker's Compensation - $100,000 each employee/$500,000 policy limit for accident, each disease

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

Liability: Comprehensive General Liability insurance including, but not limited to:

a) Independent Contractor's Liability;
b) Contractual Liability;
c) Personal Injury Liability.

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

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

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

5) Excess Liability:
Consultant shall purchase and maintain Excess Umbrella Liability Insurance or Excess Liability Insurance on a full occurrence form providing the same continuous coverage as required for the underlying Professional, Commercial, General, Business Automobile and Employers' Liability

Coverage with no gaps in continuity of coverage or limits with City added by endorsement to the policy as an additional insured in the same manner as is required under the primary policies, and shall not be less than $2,000,000, each occurrence and aggregate as required by City.

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

**11. NEGOTIATION DATA:**

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

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

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

C. Contingency Fees: The Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solidify or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or any other consideration upon or resulting from the award of this agreement. For the breach or

violation of this provision, the City shall have the right to terminate the Agreement without liability and, at its discretion, to deduct the contract price of otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

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

When transferring data in electronic media format, Consultant makes no representation as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Consultant at the beginning of the Program. Because the data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by City. The original hard copy of the documents containing the professional Consultant's seal shall take precedence over the electronic documents.

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

**13. WORK COMMENCEMENT/PROGRESS/DELAYS:**

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

B. The Consultant agrees to abide by the schedule for performance of the contracted services. The City will be entitled at all times to be advised in writing at its request as to the status of the work being done by the Consultant, and of the details thereof.

C. In the event there are delays on the part of the City or regulatory agencies as to the approval of any of the plans, permits and drafts of special provisions submitted by

the Consultant which delay the project schedule completion date, the City shall grant to the Consultant in writing an extension of time equal to such delays.

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

**14. STANDARDS OF CONDUCT:**

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

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

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

**16. ASSIGNABILITY:** The Consultant 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 Consultant from the City under this Agreement may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

**17. PROFESSIONAL CONSULTANT:** The Consultant is and shall remain an independent professional consultant and not an employee of the City.

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

**19. ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement

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

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

**21. NO WAIVER:** No waiver of any provision of this Agreement shall be effective unless made in writing, signed by the party against whom it is charged. No waiver of any provision of this Agreement shall constitute a waiver of any other provision of this Agreement, nor of the same provision in the future. Neither the failure nor any delay by any party in exercising any right or power under this Agreement, nor any course of dealing between or among the parties, will operate as a waiver of such right or power, and no single or partial exercise of any such right or power will preclude any other or further exercise of such right or power or the exercise of any other right or power.

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

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

**24. PUBLIC RECORDS:** The City is a public agency subject to the Florida Public Records Law expressed in Chapter 119, Florida Statutes. Accordingly, to the extent that it is determined that Consultant is acting on behalf of City as provided under Section

119.011(2) (20120) and implemented through the judicially established "totality of factors" analysis, Consultant agrees to also comply with that law, specifically including to:

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

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

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the City.

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

E. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, IT IS THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, AND TO CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-233-5100 AT CITYCLERK@PCBFL.GOV, 17007 PANAMA CITY BEACH PARKWAY, PANAMA CITY BEACH, FL 32413.**

**25. PERSONAL SERVICES.** The City reserves the right to cancel this Agreement, with 30 days notice, if Courtney Drummond is unable or unwilling to serve as the lead Program Manager servicing the City on behalf of the Consultant.

**[rest of page intentionally left blank]**

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

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

By: _____
Drew Whitman, City Manager

ATTEST

_____
Debbie Ingram, Deputy City Clerk

**THE CORRADINO GROUP, INC**

_____
WITNESS
PRINT NAME: Jeannine Peña

By: _____, CEO
Its:

_____
WITNESS
PRINT NAME: Asela Rodriguez

EXHIBIT A
SCOPE OF WORK

The primary function of the Program Manager will be to act as an extension of the City's staff and assist the City with its overall planning, scheduling and implementation of the Front Beach Road Community Redevelopment Plan (the Program), including overseeing and managing the various designers, engineers, consultants, suppliers, construction managers and contractors that have been or may be retained by the City with respect to the design and construction of the Program's numerous transportation improvement projects.

The Program Manager's scope of services may include, but is not limited to, providing, procuring and managing Program services such as program needs assessment, program verification, program phasing, public engagement, grant management, information management, project scope definition, design review, schedule control, expediting, estimating, cost control, value engineering, land planning, status reports, right of way acquisition coordination, program coordination, program administration, inspections, and management of design, construction, and close out services.

**DESCRIPTION OF THE PROGRAM**

The Program implements the primary objectives of the August, 2001 Front Beach Road Community Redevelopment Plan adopted by the City of Panama City Beach (the "Plan").

The first primary objective of the Plan is to address pedestrian, parking, and transportation deficiencies. The condition of Front Beach Road and the lack of pedestrian facilities are among the most blatant blighted conditions within the Front Beach Road Redevelopment Area. The Project will address these issues through an enhanced and interconnected network of right-of-way and other infrastructure projects that focus on improving pedestrian movement and overall parking needs along the Front Beach Road corridor. Ingress/egress and evacuation routes and landscaping along Front Beach Road and the major connectors to Front Beach Road will also be addressed. The Project will include evaluating and upgrading stormwater management along the Front Beach Road corridor and considering the placement of utilities underground to enhance safety and the overall visual character of the Redevelopment Area.

In furtherance of this objective, the City has already completed improvement of the Churchwell Drive, Beckrich Road k/n/a R. Jackson Boulevard, Powell Adams Road Segment 1, South Thomas Drive, and Front Beach Road Segments 1 and 2 Right-of-Way Projects. Construction of Front Beach Road Segment 3 is currently underway, and design and right of way acquisition for Powell Adams Segment 2, and Front Beach Road Segments 4.1 and 4.2 is ongoing. Design of Front Beach Road Segment 4.3 has recently begun.

The second primary objective of the Plan is to enhance Gulf beach access and related parking. A major nourishment project of the entire length of Gulf-front beach within

the City was completed in 1999. There exists a significant number of public access points to the beach and some related parking. The Project will enhance existing access points, establish new access points where warranted and provide additional parking throughout the corridor to support those access points. It is important to establish necessary public beach access and parking to obtain state and federal funding for beach renourishment activities.

The third principal objective of the Plan is to create efficient, practical and equitable funding to properly implement these capital projects, including tax increment revenues, non-ad valorem assessment revenues, grants and other sources of funding and aid to implement the Plan. In furtherance of this objective, the City has implemented and is currently levying a non-ad valorem assessment for the Project, has authorized and issued bonds to construct the Segments 3 and 4 right-way-projects, and sought and been awarded various grants.

Overlying and integrating these objectives will be an urban design framework and guidelines that provide identity to the area and recognize its distinct visual character, all to improve and sustain economic vitality and quality of life for landowners, residents and visitors.

# EXHIBIT B

| Name | Position | Unloaded Rate | Overhead 162.13% | Expenses 0.65% | FCCM 0.069% | OM 40% | Billing Rate |
|---|---|---|---|---|---|---|---|
| **Core Staff** | | | | | | | |
| Courtney Drummond | Lead Program Manager | $85.00 | $137.81 | $0.55 | $0.06 | $34.00 | $257.42 |
| | Assistant/Control Program Manager | $70.00 | $113.49 | $0.46 | $0.05 | $28.00 | $211.99 |
| | Community Outreach Specialist | $32.00 | $51.88 | $0.21 | $0.02 | $12.80 | $96.91 |
| **Support Staff as Needed** | | | | | | | |
| | Professional Urban Planner | $66.85 | $108.38 | $0.43 | $0.05 | $26.74 | $202.45 |
| | Plans Review/Designer | $58.54 | $94.91 | $0.38 | $0.04 | $23.42 | $177.29 |
| | Scheduler | $70.00 | 113.491 | $0.46 | $0.05 | $28.00 | $211.99 |

# *CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY*

| ***1. DEPARTMENT MAKING REQUEST/NAME:*** | ***2. MEETING DATE:*** |
|---|---|
| Cheryl Joyner, Parks & Recreation | July 13, 2023 |

***3. REQUESTED MOTION/ACTION:***

Consider reappointing three serving members to the City's Parks and Recreation Board whose terms expire August 9, 2023.

***4. AGENDA:*** REGULAR AGENDA

***5. IS THIS ITEM BUDGETED (IF APPLICABLE)?:*** N/A

Detailed Budget Amendment Attached: N/A

***6. IDENTIFY STRATEGIC PRIORITY:***
Quality of Life
Attractive Community
Financial Health

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

Three members of the Parks and Recreation Board have terms expiring August 9, 2023. Chairman Ted Schoppe, Vice Chairman Chris O'Brien, and Peggy Wilson have all expressed their willingness to serve additional two-year terms.

Parks Recreation Roster.06.27.2023.pdf
Ordinance 500.Recreation Board Estalished.SIGNED.pdf

## PARKS & RECREATION BOARD

Meets monthly on 3rd Wednesday of each month at 3pm at the City Council Chambers; Appointing Ordinance 500.
2-year terms, Members serve until successors are appointed, must be a resident and qualified elector, may be reappointed without limitation.

| BOARD MEMBER | REPRESENTING CITY COUNCIL MEMBER | TERM EXPIRES |
|---|---|---|
| **Gayle Oberst**<br>208 Oleander Cir, 32413 | (Coburn) c850 866-1541<br>cftpyramid@knology.net | 01/13/2025<br>*Reappointed on 01/13/2022 to a new 2-year term* |
| **Peggy Wilson**<br>109 S. Vestavia Street | (Jarman) 850-832-7026<br>doggonerunning74@yahoo.com | August 9, 2023<br>*Reappointed on August 9, 2021 to a new 2-year term* |
| **Michael Dorr**<br>150 Hombre Circle, 32413 | (Casto) c850 252-3678<br>teamwahoo@gmail.com | 01/13/2025<br>*Reappointed on 01/13/2022 to a new 2-year term* |
| **Ted Schoppe**<br>16225 E Lullwater Dr, 32413 | (Chester) c850 596-0054<br>tschoppe@phoenix-fl.com | August 9, 2023<br>*Reappointed on August 9, 2021 to a new 2-year term* |
| **Chris O'Brien**<br>104 Lake Circle, 32413 | (Mayor Sheldon) c850 890-7738<br>cobrien@visitpanamacitybeach.com | August 9, 2023<br>*Reappointed on August 9, 2021 to a new 2-year term* |

**Administration**

| | |
|---|---|
| Cheryl Joyner, Director of Parks and Recreation | Work Number 850 233-5045 Cell Phone 850 628-5419<br>cheryl.joyner@pcbfl.gov |
| Keith Meyerl, Assistant Director of Parks and Recreation | Work Number 850 233-5045 Cell Phone 850 832-2746<br>Keith.Meyerl@pcbfl.gov |

ORDINANCE NO. 500

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH ESTABLISHING THE CITY OF PANAMA CITY BEACH PARKS AND RECREATION BOARD; PROVIDING FOR MEMBERSHIP, APPOINTMENT, TERMS, VACANCIES, QUORUM, ORGANIZATION, OFFICERS, DUTIES AND RESPONSIBILITIES; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the City of Panama City Beach is granted under Chapter 166, Florida Statutes, the broad exercise of home rule powers bestowed by the Constitution of the State of Florida; and

WHEREAS, it is the intent of the Legislature to extend to municipalities the exercise of powers for municipal, governmental, corporate or proprietary purposes not expressly prohibited by the constitution, general or special law to meet changing municipal needs; and

WHEREAS, it has been determined that the municipal needs of the City of Panama City Beach will be best served by the creation of a multiple faceted advisory board known as the City of Panama City Beach Parks and Recreation Board;

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

SECTION 1. From and after the effective date hereof, there is hereby created the City of Panama City Beach Parks and Recreation Board.

SECTION 2. Members:

(a) The City of Panama City Beach Parks and Recreation Board (the "Board") shall consist of five (5) volunteer members who are

interested in providing good artistic, cultural, and recreational services and represent all levels of society;

(b) Members of the Board shall be appointed by the City Council for a term of two years, except that in the appointment of the first Parks and Recreation Board pursuant to this Ordinance, the first three (3) members appointed and approved by the City Council shall be appointed for terms of three (3) years each, the second two (2) members shall be appointed for terms of two (2) years each.

(c) Members shall serve until their successors are duly qualified and appointed.

(d) Members of the Board shall be residents and qualified electors of the City.

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

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

SECTION 4. CHAIR; VICE-CHAIR; SECRETARY; QUORUM: There shall be a chairman, vice chairman and secretary of the Board who shall be elected by the Board annually from among their number and shall remain in office until their successors are elected.

(a) The duties of all officers shall be such as custom, law and rules of a board usually commissioned upon such officers in accordance with their titles. The Chair may appoint board members to serve as ex-officio members of subcommittees and may invite

other citizens to participate in said subcommittees.

(b) The Board shall report as directed by the City Council.

(c) For purposes of conducting business a quorum shall be deemed to be those members present at a duly called meeting of the Board.

SECTION 5. MEETINGS: The Board shall meet in regular session no less than monthly. Special meetings of the Board may be called by the City Manager or his designee, Chair of the Board, or by three (3) members of the Board collectively, upon six (6) hours public notice. All meetings and records of the Board shall be bound by the Florida Sunshine law and Public Records law.

SECTION 6. ABSENCES: A member who is absent for three (3) consecutive regular meetings or who fails to attend two thirds of the regular meetings in any year, unless the board approves said absences, shall be dropped and a vacancy declared which will be filled by an appointment by the City Council.

SECTION 7. DUTIES: The purpose of the Board is to serve as an advisory board to the City Council to develop partnerships of private, public and civic organizations or individuals to promote an increase in recreational services in the community. To this end the Board shall, where appropriate, advise on ways to finance special projects in support of recreational needs, promote, where needed, private fund raising efforts to expand and/or improve recreational services; oversee the proper and efficient administration of current or future municipal parks; establish a coalition of leisure and cultural organizations; interact and

establish partnership(s) with private clubs, groups, associations, and individuals for the purpose of providing recreational facilities; explore new programs and activities; research and implement ways to promote events, aid in capital improvements, and expand an overall level of parks and recreation services the City provides.

SECTION 8. CONDUCT OF THE MEETINGS: To the extent practicable the order of business at all regular meetings of the Board shall be as follows:

a. Call to order

b. Audience participation

c. Approval of minutes

d. Old business

e. New business

f. Report/announcements

g. Public commentary

h. Adjournment

SECTION 9. All ordinances, or parts thereof, in conflict herewith are hereby repealed to the extent of said conflicts including but not limited to Ordinance Number 351, adopted September 14, 1989.

SECTION 10. 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 25

day of July, 1996.

Phillip Griffitts
MAYOR

ATTEST:

Hale E. Wright
Deputy CITY CLERK

EXAMINED AND APPROVED by me this 26 day of July, 1996.

Phillip Griffitts
MAYOR

POSTED AT:

| | |
|---|---|
| Beach City Hall | Dated: 26 July, 1996 |
| "Y" City Drugs | Dated: 26 July, 1996 |
| Panama City Beach Post Office | Dated: 26 July, 1996 |

# *CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY*

| | |
|---|---|
| ***1. DEPARTMENT MAKING REQUEST/NAME:*** Mel Leonard, Building & Planning | ***2. MEETING DATE:*** July 13, 2023 |

***3. REQUESTED MOTION/ACTION:***

Reappoint current member to the Master Air Conditioning Mechanic seat with a new term ending July 22, 2026.

| | |
|---|---|
| ***4. AGENDA:*** REGULAR AGENDA | ***5. IS THIS ITEM BUDGETED (IF APPLICABLE)?:*** Yes<br><br>Detailed Budget Amendment Attached: N/A |
| | ***6. IDENTIFY STRATEGIC PRIORITY:*** Quality of Life |

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

The City's Examining Board was created by Ordinance 260 on July 22, 1982, and was re-established as part of a comprehensive update to Chapter 8 of the City's Code by Ordinances, Ordinance 1383 on April 28, 2016. The Board consists of seven members, one of whom shall be a master air conditioning mechanic. Mr. Bruce E. Kuhnel, a master air conditioning mechanic, currently serves on the board with his seat expiring on July 22, 2023. Mr. Kuhnel has expressed a desire to be reappointed and staff recommends approval of Mr. Kuhnel's reappointment.

Examining Board.07.05.2023.pdf
Ord1383.Amending & Readopting Chapter 8 Regarding Buildings & Building Regulations.SIGNED.pdf

# Examining Board

**Re-established by Ordinance No. 1383 on April 28, 2016**

Regular Meeting on the 3rd Monday beginning at 3:00 p.m., as needed.

3-year Terms

(a)The examining board of the City of Panama City Beach, Florida, **shall consist of seven (7) members**, as follows:
(1)A master electrician who is engaged in the profession and who holds a valid master electrician's certificate in the city;
(2)A master gas fitter who is engaged in the profession and who holds a valid master gas fitter's certificate in the city;
(3)A master air conditioning mechanic who is engaged in the profession and who holds a valid master air conditioning mechanic's certificate in the City;
(4)A master plumber who is engaged in the profession and who holds a master plumber's certificate in the City;
(5)Two members from the field of general construction; and(6)A qualified elector in the city, preferably not from the field of general construction or any profession regulated by this chapter.
(b)The board shall be appointed by the City Council as outlined below:
(1)The first and second members above shall be appointed for a term of three (3) years for the first term;
(2)The third and fourth members above shall be appointed for a term of two (2) years for the first term; and
(3)The fifth, sixth and seventh members above shall be appointed for a term of one (1) year for the first term.
(c)Terms shall expire and new appointments shall be effective on July 22, provided that all members shall serve until their successors are duly qualified and appointed. After the first term, **all members shall be appointed for a term of three (3) years.**

| | | **Term** |
|---|---|---|
| **Darrell Rizzuto, Chairman**<br>General Construction<br>rizzuto1@knology.net<br>149 Treasure Palm Drive<br>PCB 32408 | 850-258-6101 | 07/22/22 - Ending 07/22/25 |
| **Bruce E. Kuhnel**<br>Master Air Conditioning Mechanic<br>1225 Huntington Ridge Rd.<br>Lynn Haven, FL 32444<br>Cell: 850-630-4387<br>bkuhnel@ssandeinc.com | | 07/22/20 – Ending 07/22/2023<br>Appointed to Keith Walker's Seat<br>Keith resigned on 08/15/2022 |
| **Robert Stumpf**<br>Master Plumber<br>wepcinc@knology.net<br>22616 Panama City Beach Pkwy<br>PCB 32413 | 850-258-6717 | 07/22/21 - Ending 07/22/24 |

## Examining Board

| | | Term |
|---|---|---|
| ***VACANT SEAT (Gas)*** | | |
| *Previous Member: Frank Woodford* | | *7/22/21 – Ending 07/22/2024* |
| **James Ryerson**<br>Master Electrician<br>ryersonselectric@gmail.com<br>Ryerson's Electric<br>116 Circle Drive<br>PCB 32413 | 850-258-5911 | 07/22/21 - Ending 07/22/24 |
| **Robert Klemen**<br>General Construction<br>bobklemen@gmail.com<br>21812 Pompano Ave<br>PCB 32413 | 850-832-3949 | 07/22/22 - Ending 07/22/25 |
| **Beth Fulton (Civilian)**<br>206 Argonaut Street, 32413<br>Beth.Fulton@sheratonpcb.com<br>*Previous Member: Rick Ehle* | 850-481-6296 Cell<br>850-235-6953 home<br>*(Civilian)* *819-2182* | 07/22/22 - Ending 07/22/25<br><br>Appointed by Council on 10/28/2021 to Ehle's seat. |

**Staff**
**Mel Leonard**
**Mark McWaters**
**Courtney Weed or Theresa Adair**

ORDINANCE NO. 1383

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING AND READOPTING CHAPTER 8 OF THE CITY'S CODE OF ORDINANCES RELATING TO BUILDINGS AND BUILDING REGULATIONS; PROVIDING GENERAL REGULATIONS APPLICABLE TO ALL CONSTRUCTION; PROVIDING FOR INSPECTIONS, PLANS REVIEW AND THE POWERS OF THE INSPECTIONS DEPARTMENT; PROVIDING FOR AN EXAMINING BOARD, ITS MEMBERS, DUTIES AND POWERS TO ISSUE, REVOKE OR SUSPEND CERTIFICATES OF COMPETENCY; PROVIDING FOR THE ISSUANCE OF CERTIFICATES OF COMPETENCY TO CONTRACTORS, SETTING FORTH THE REQUIREMENTS FOR OBTAINING AND RENEWING SUCH CERTIFICATES; GENERALLY PROVIDING FOR THE ESTABLISHMENT OF FEES BY THE CITY COUNCIL; ADOPTING A BUILDING VALUATION TABLE PUBLISHED BY THE INTERNATIONAL CODE COUNCIL FOR ESTABLISHING PERMIT FEES WHERE NECESSARY; ADOPTING THE FLORIDA BUILDING CODE AND CERTAIN LOCAL TECHNICAL AMENDMENTS RELATED TO FLOODPLAIN MANAGEMENT; ADOPTING THE NATIONA8, 2015L ELECTRIC CODE, THE STANDARD PLUMBING CODE, THE STANDARD GAS CODE, THE STANDARD MECHANICAL CODE, THE AMERICAN FOREST AND PAPER ASSOCIATION WOOD FRAME CONSTRUCTION MANUAL; REPEALING THE STANDARD AMUSEMENT DEVICE CODE, THE STANDARD FOR EXISTING HIGH RISE BUILDINGS, THE STANDARD FOR PROSCENIUM CURTAINS, AND THE STANDARD UNSAFE BUILDING ABATEMENT CODE; PROVIDING DEFINITIONS AND REGULATIONS FOR COASTAL CONSTRUCTION; PROVIDING REQUIREMENTS FOR THE RELOCATION OF BUILDINGS; PROVIDING A FISCAL IMPACT STATEMENT; REPEALING THE CITY'S 800 MHZ ORDINANCE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166 , Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the City has had building regulations in effect since its first code in 1978, which are amended from time to time, and for which a substantial evaluation and update was last undertaken in 2006; and

WHEREAS, in the last two years, staff has undertaken to review, reorganize and update Chapter 8, which efforts have overlapped with staff's preparation of new floodplain management regulations and the identification of certain provisions more

appropriately adopted as local technical amendments to the Florida Building Code adopted by the City; and

WHEREAS, the City of Panama City Beach participates in the National Flood Insurance Program, and on April 8, 2016, adopted Ordinance 1368 which repealed existing floodplain management regulations and adopted floodplain management regulations modeled after FEMA's model ordinance dated January 15, 2013, and

WHEREAS, as a result of the City's adoption of Ordinance 1368, certain, more stringent elevation requirements desired by the City were repealed, and the City wishes to re-adopt those more stringent elevation requirements as local technical amendments to the Florida Building Code; and

WHEREAS, as a result of the City's adoption of Ordinance 1368, the City Council adopted a requirement to increase the minimum elevation requirement, to require accumulation of costs of improvements and repairs of buildings, based on issued building permits, over a 10- year period, to require buildings that sustain repetitive flood damage over a 10-year period to be included in the definition of "substantial damage," and to limit access to enclosed areas below elevated buildings for buildings and structures in flood hazard areas prior to July 1, 2010, and would like to format that requirement to coordinate with the Florida Building Code; and

WHEREAS, section 553.73(5), Florida Statutes, allows adoption of local technical amendments to the *Florida Building Code* to implement the National Flood Insurance Program; and

WHEREAS, the Panama City Beach City Council has reviewed and considered these proposed changes to Chapter 8 generally and the local technical amendments to the Florida Building Code specifically, at a properly noticed public hearing conducted on April 28, 2016, and determines the local technical amendments to the Florida Building Code are necessary to preserve the City's ability to apply more stringent flood management regulations desired by the City, but are no more stringent than necessary, are not discriminatory against materials, products or construction techniques of demonstrated capabilities, and do not introduce new subjects not already addressed in the Florida Building Code; and

WHEREAS, all conditions required for the enactment of an ordinance to amend the City's Code of Ordinances have been met; and

WHEREAS, all conditions required for the enactment of an ordinance to adopt local technical amendments to the Florida Building Code have been met.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH:

SECTION 1. From and after the effective date of this ordinance, Chapter 8 of the Code of Ordinances of the City of Panama City Beach, related to Buildings and Building Regulations is hereby repealed in its entirety.

SECTION 2. From and after the effective date of this ordinance Chapter 8 of the Code of Ordinances of the City of Panama City Beach, related to Buildings and Building Regulations is hereby established to read as follows (new text **bold and underlined,** deleted text ~~struckthrough~~):

Chapter 8 BUILDINGS AND BUILDING REGULATIONS*

**ARTICLE I. IN GENERAL.**

**Sec. 8-1. Liability of city, city personnel.**
**Sec. 8-2. Construction; materials; safety devices.**
**Sec. 8-3 Off-site construction staging area.**
**Sec. 8-4 Construction equipment; mufflers required**
**Sec. 8-5 Off-site discharge prohibited.**
**Sec. 8-6 Construction site management; site plan required; fencing.**
**Secs. 8-7—8-25 Reserved.**

**ARTICLE II. INSPECTIONS DEPARTMENT**

**Sec. 8-26. Created; jurisdiction.**
**Sec. 8-27. Personnel.**
**Sec. 8-28. Functions generally.**
**Sec. 8-29. Inspections.**
**Sec. 8-30. Stop work orders or disconnection of service.**
**Sec. 8-31. Plans Review Code.**
**Sec. 8-32. Permit required.**
**Sec. 8-33. Permit application.**
**Sec. 8-34. Persons eligible to obtain permits.**
**Sec. 8-35. Examination of applicants for homeowner's permits.**
**Sec. 8-36. Duration of permits.**
**Sec. 8-37. Notice when work ready for inspection; inspection.**
**Sec. 8-38. Plumbing to be installed before wiring inspected.**
**Sec. 8-39. Concealing wiring before inspection prohibited.**
**Sec. 8-40. Notice of approval or disapproval.**
**Sec. 8-41. Inspector authorized to uncover concealed work.**
**Sec. 8-42. Certificate upon completion.**
**Sec. 8-43 Appeals generally.**
**Secs. 8-44—8-45. Reserved.**

**ARTICLE III. EXAMINING BOARD**

**Sec. 8-46. Created.**
**Sec. 8-47. Members.**
**Sec. 8-48. Chairman; secretary; quorum.**
**Sec. 8-49. Meetings.**
**Sec. 8-50. Records.**

Sec. 8-51. Powers and duties.
Sec. 8-52. Revocation, suspension of certificates of competency.
Sec. 8-53. Appeals.
Secs. 8-54—8-70. Reserved.

ARTICLE IV CONTRACTORS
Sec. 8-71 Definitions.
Sec. 8-72 Engaging in work without certificate of competency prohibited.
Sec. 8-73 Exemption from certification requirements for homeowners.
Sec. 8-74 Requirements for obtaining certificate of competency.
Sec. 8-75.1 Certification examination, building, general or residential contractor.
Sec. 8-75.2. Certification examination--Sign contractor.
Sec. 8-75.3. Certification examination--Specialty contractor.
Sec. 8-75.4. Certification examination--electrician.
Sec. 8-75.5. Certification examination--plumber.
Sec. 8-75.6. Certification examination—gas fitter.
Sec. 8-75.7. Certification examination—air conditioning mechanic.
Sec. 8-76. Expiration and Renewal of Certificate of Competency.
Sec. 8-77. Bond.
Sec. 8-78. Misrepresentations; allowing fraudulent use of name.
Secs. 8-79—8-99 Reserved.

ARTICLE VI—FEES
Sec. 8-100 Fees.
Sec. 8-101. Fee for obtaining permit after work commenced.
Sec. 8-102. Reinspection fee.
Sec. 8-103. Conflict between chapter provisions and technical code provisions.
Sec. 8-104. Article supplemental.
Secs. 8-105--8-114. Reserved.

ARTICLE VII--BUILDING CODE REGULATIONS
DIVISION 1. GENERAL-Codes and Standards Adopted.
Sec. 8-115. Adoption of Florida Building Code.
Sec. 8.115-1. Adoption of local Technical Amendments to the Florida Building Code, *Residential*
Sec. 8.115-2. Adoption of local Technical Amendments to the Florida Building Code, *Building*
Sec. 8.115-3. Adoption of local Technical Amendments to the Florida Building Code, *Existing Building*
Sec. 8-116. Adoption of National Electrical Code.
Sec. 8-117. Adoption of Standard Plumbing Code.
Sec. 8-118. Adoption of Standard Gas Code.
Sec. 8-119. Adoption of Standard Mechanical Code.
Sec. 8-123. Adoption of American Forest and Paper Association Wood Frame Construction Manual.
Secs. 8-124—8-129 Reserved.

DIVISION 2. COASTAL CONSTRUCTION CODE
Sec. 8-130. Title.
Sec. 8-131. General.
Sec. 8-132. Scope.
Sec. 8-133. Definitions.
Sec. 8-134. Coastal construction requirements.
Sec. 8-135. Reference.

**Secs. 8-135--8-149. Reserved.**

DIVISION 3. BUILDING RELOCATION CODE

**Sec. 8-150. Moving buildings or other structures--Permit requirements.**
**Sec. 8-151. Relocation Requirements.**
**Sec. 8-152. Compliance by moved buildings.**
**Sec. 8-153. Enforcement.**
**Secs. 8-154-8-178. Reserved.**

ARTICLE VIII--XVI. RESERVED.

ARTICLE I. IN GENERAL

**Sec. 8-1. Liability of city, city personnel.**
(a) This chapter shall not be construed as imposing upon the city any liability or responsibility for damages to any person injured by any defect in any work done by its citizens pursuant to the Florida Building Code, the National Electrical Code, the Florida Model Energy Efficiency Code for Building Construction, the Florida Plumbing Code, the Florida Gas Code, the Florida Mechanical Code, or any other similar technical code adopted by the city. Neither the city nor any official or employee thereof shall be held as assuming any such liability or responsibility by reason of any inspection authorized thereunder or by reason of any certificate of approval issued under the terms of this chapter.
(b) Any city officer or employee or member of any board created by this chapter, charged with enforcement of the provisions of this chapter, acting in the discharge of his duties shall not thereby render himself personally liable therefor and he is relieved from all personal liability from any damage that may accrue to person or property as a result of any act required or permitted in the discharge of his duties. Any suit brought against any officer or employee because of this chapter shall be defended by the city until final determination of the proceedings.

**Sec. 8-2. Construction; materials; safety devices.**
It shall be unlawful to leave any material while building or repairing any house, or doing other work, in such a condition as to endanger persons or vehicles in passing along any street, alley or public way, and without keeping a suitable light on same at night at such points thereon as may be easily seen to warn the public of danger.

**Sec. 8-3. Off-site construction staging area.**
Any person who uses an area off-premises from the premises under construction as a staging area for that construction and who must cross a road, street or highway to get from the staging area to the premises under construction must obtain a permit allowing such activity from the chief building official of the City before such activity may commence. A permit fee of $50.00 must be paid by the person obtaining a permit hereunder.

**Sec. 8-4. Construction equipment; mufflers required.**
All motorized equipment used in connection with or in preparation for the erection, excavation, demolition, alteration or repair of any building, that in the course of its normal operation creates continuous noise for fifteen (15) minutes consecutively, or for thirty (30) minutes cumulatively within sixteen (16) hours shall be muffled to the maximum extent possible without unreasonably interfering with equipment mobility or utility.

**Sec. 8-5. Off-site discharge prohibited.**
It shall be unlawful for any person to permit the discharge of pump water off-site, where such discharge contains suspended solids measuring in size greater than 180 microns (80 U.S. sieve).

**Sec. 8-6. Construction site management; site plan required; fencing.**

(a) Site plan required. No development order or permit for site work or for the construction of horizontal improvements, vertical buildings or other structures shall be issued without the applicant having furnished in the application therefore a construction site plan (i) illustrating the provision and placement of each of the following elements on or proximate to the construction site and (ii) approved by the City Manager or his designee as complying with this section, meeting the goals and objectives of this section and demonstrating compliance with other applicable law:

(1) Construction trailer;
(2) Portable, enclosed, chemical toilet;
(3) Dumpster;
(4) Ingress and egress points;
(5) Site perimeter/property boundary;
(6) All fencing, including the specifications for the fencing required by this section;
(7) Adjacent rights-of-way and major intersections if within one hundred (100) feet of property line;
(8) Materials and equipment lay-down or staging area;
(9) Footprint of building and rebar yard;
(10) Employee parking area; and
(11) Delivery area.

The City Manager's decision may be appealed by the applicant directly to the City Council who shall determine the matter in a quasi-judicial hearing between the applicant and the City Manager who shall represent the public interests advanced by this section. Written notice of appeal specifying the reasons therefore and the relief sought must be delivered to the City Clerk within five (5) days after receipt of the City Manager's decision. The hearing shall be held as soon as practicable thereafter.

(b) Modification Permitted. The site plan required by this part may be modified following issuance of the building permit upon payment of a fee in such amount as may from time to time be established and amended by resolution of the City Council reasonably reflecting the cost to review and approve.

(c) Fencing of Active Construction Sites Along Scenic Corridors. In order to minimize the effects of construction on pedestrians and drivers along Scenic Corridors, as that term is defined in Section 1.07.02 of the City's Land Development Code, every holder of a development order or building permit for a project located on a parcel of land lying in whole or in part within any Scenic Corridor shall provide fencing or landscaping, or a combination of both, for the duration of ongoing, permitted construction meeting the composition and maintenance standards, and the performance standards, of this sub-section:

(1) Composition and Maintenance Standards:

(i) The fencing or landscaping required by this part shall be a minimum of six feet high. Fencing shall be of solid face construction affixed to the ground so as to prevent such fencing from becoming airborne, or alternatively constructed in a manner and of material which the City Manager or his designee determines to be at least as opaque, weather resistant and permanent as the foregoing. Landscaping shall be sufficiently mature and dense so as to be the functional equivalent of a six-foot high, solid face fence.

(ii) No fence or landscaping required by this section may be constructed or situated within the public right-of-way so as to obstruct the field of view or way of travel for drivers or pedestrians.

(iii) Fences must be repaired and at all times maintained intact around the entire perimeter of the site in a neat, orderly, clean and sound condition. Landscaping must be kept in a neat dense and healthy condition.

(2) Performance Standards:

(i) Certain construction matters. Trash receptacles, portable toilet facilities, and the staging or lay-down area for construction equipment and materials shall be fenced or placed, or both, on the construction site so as to be not visible by a pedestrian standing within the vehicular right-of-way of any Scenic Corridor.

(ii) Construction sites generally. The entire perimeter of all construction sites and support areas shall be fenced, or screened with landscaping, or a combination of both, so as to prevent spill-over of construction activity, including dust, dirt and debris, onto a public right of way or adjacent property, and to reasonably screen construction and construction activity from the view of a pedestrian standing within the vehicular right-of-way of any Scenic Corridor. Notwithstanding the forgoing, the areas which have been

designated as points of access pursuant to Section 4.04.01 of the City's Land Development Code are exempt from this requirement.

(d) Fencing and Landscaping of Inactive Construction Sites along Scenic Corridors. Whenever the construction referred to in sub-section (c) above shall essentially stop for a period of forty-five (45) days or more regardless of minor or non-substantial work, the owner and if different the holder of an unexpired, related development order or building permit, severally, shall provide perimeter security fencing, landscaping and sand fencing as required by this sub-section until such construction shall resume in an ordinary and active manner.

(1) Where vertical improvement, material, equipment or any other thing exists on the site and is of sufficient size to permit a person to enter or hide within or behind any such improvement, equipment, material or other thing, then all such things shall be completely enclosed by a single chain link fence at least six (6) feet high with open links, metal posts no more than ten (10) feet apart with metal top rails connecting all posts which shall be placed the entire length of the site's perimeter. Every gate shall be securely locked at all times.

(2) A landscaping buffer area shall be required along any property line abutting a Scenic Corridor. The buffer is measured to the side property lines and extends twenty-five (25) feet from the property line abutting the Scenic Corridor. The landscaping buffer area shall contain one shrub per twenty-five (25) square feet of landscaping buffer area. Shrubbery shall be dispersed evenly across the width of the property. In all cases, the selection, planting, and maintenance of shrubbery shall be controlled by the design principles and standards set forth in Section 4.06.00 of the City's Land Development Code.

(3) In all cases, where sand is blown from the site onto any adjacent vehicular or pedestrian right of way, a silt or sand fence no less than twenty-four (24) inches high shall be installed as needed to prevent such blown sand in the future. For purposes of this section, a silt or sand fence shall be defined as a temporary sediment barrier made of woven, synthetic filtration fabric supported by steel or wood posts.

(4) All such fences and landscaping must be repaired and at all times maintained intact and in a neat, orderly, clean and sound condition.

(e) Violation. It shall be unlawful for any owner of a construction site or any person, firm or corporation holding a current or expired development order or building permit, or serving as a general contractor in connection therewith, or any controlling officer, agent or employee thereof, to either:

(1) Place or permit the placement of any of the elements listed in subsection (a) in a location other than as shown on the current site plan, or

(2) Fail to provide and maintain intact and in a neat, orderly, clean, sound and healthy condition the fencing or landscaping required by this section or any fencing required by the City's Land Development Code or any law or regulation.

(f) The provisions of this section are cumulative. Nothing herein shall be construed to permit any activity or condition which would constitute a public or private nuisance or be contrary to any law or legal duty. Notwithstanding the installation of the fencing required by this section, a premises may still be in violation of other provisions of law.

(g) Penalty. The provisions of this section may be enforced by the Building Inspector, the Code Enforcement Officer, or any law enforcement officer. Any person determined to have willfully failed to comply with any provision of this section shall be guilty of an offence punishable as provided in Section 1-12 of the City Code. Each day that such a violation or failure shall continue shall constitute a separate offense. This penalty is in addition to any other remedy available to the City.

**Secs. 8-7--8-25. Reserved.**

**ARTICLE II. INSPECTIONS DEPARTMENT**

**Sec. 8-26. Created; jurisdiction.**

There is hereby created an inspections department which shall have jurisdiction and control over the construction, alteration, repair, equipment, use, occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached thereto within the corporate limits of the city.

**Sec. 8-27. Personnel.**

(a) The inspections department shall consist of the following personnel:
(1) The chief building official, who shall be the head of the inspections department, shall have a general knowledge of the construction industry, shall be responsible for the administration of the department, including all duties attendant thereto, shall report to the Building and Planning Director, and otherwise directly to the city manager, and may also be an inspector;
(2) The following inspectors, any one (1) or more of which offices may be held by the same person:
a. A general building inspector;
b. A chief electrical inspector;
c. A fire prevention officer, who shall be the chief officer of the fire department or a member of the fire department duly appointed as the fire prevention officer who has successfully completed or passed all competency standards of the fire department for the position;
d. A gas inspector;
e. A health officer who may be appointed by the city manager, which manager may alternately designate an existing city employee as health officer;
f. A mechanical inspector;
g. A plumbing inspector; and
h. Such other personnel as may be necessary for the performance of the department's duties.
(b) Except as specifically provided otherwise, inspectors and their assistants shall **be licensed** ~~have received~~ in accordance with ~~this~~ chapter **468, Florida Statutes,** ~~a certificate of competency~~ in the activity or trade which they are to inspect.
(c) All inspectors and assistant inspectors shall be appointed by the city manager or by such other person who may be authorized to make the appointment. All appointments shall be in accordance with the policies established by the city for fulfillment of any such positions and all applicable legal requirements.
(d) It shall be unlawful for the chief building official or an inspector or any assistant inspector either directly to indirectly to engage in any business subject to the jurisdiction of this chapter.
(e) All inspectors and assistant inspectors duly appointed as of the effective date of August 7, 1982, are hereby confirmed as the inspectors of the inspection department.

**Sec. 8-28. Functions generally.**
The provisions of this chapter shall be enforced by the inspectors within the inspection department who are qualified and duly appointed to such positions. In addition to the management of the other affairs of the inspection department, the inspectors shall direct, undertake or supervise the performance of the following duties:
(1) Enforcement of the provisions of this chapter;
(2) Inspection of all buildings and structures within the city;
(3) Issuance of permits and collections of the proscribed fees therefore in accordance with this chapter;
(4) Reporting to their superiors or the appropriate board having jurisdiction of the subject matter any evidence which may come within their knowledge of any violation of any of the provisions of this chapter by any person.
(5) Passing on all plans submitted;
(6) Requiring such changes or alterations as are deemed necessary to eliminate any existing hazardous condition when the same is dangerous to life or property and prohibiting the use of building or structures until such hazards are removed;
(7) Keeping complete records of all permits issued and inspections made and other official work performed under the provisions of the law;
(8) Carrying out and performing such additional powers and duties as shall be proscribed by this chapter or this Code; and
(9) Giving and grading the homeowners' examination required by section 8-35.

**Sec. 8-29. Inspections.**
Inspectors or their duly authorized assistants or representatives shall have the right during any reasonable hour, to enter into or upon any building, lot or premises in the discharge of their official duties

for the purpose of making any inspection or test as might be required to insure compliance with this chapter. When necessary, the chief inspector or his duly authorized assistant or representative may institute appropriate proceedings to obtain an inspection warrant.

**Sec. 8-30. Stop work orders or disconnection of service.**
The chief building official or his duly authorized assistant or representative shall have the authority to stop any work, to disconnect any service to prevent use of any structure or service or component part of any building where the construction of the structure or any component thereof fails to conform with the provisions of this Code, the Florida Building Code and any other applicable law, until the violations being committed are corrected.

**Sec. 8-31. Plans Review Code.**
(1) This section shall be known as the "Plans Review Code of Panama City Beach, Florida" and may be cited as such.
(2) As used in this section, "multi-story building" means any building which is greater than three (3) stories or fifty (50) feet in height.
(3) Plans Review Requirements:
(a) Plans for all multi-story or commercial buildings shall be submitted to the Building Department in **duplicate** ~~triplicate~~, and the City shall, at the applicant's expense, submit one (1) set of plans to either the International Code council (ICC) or the Bay County Building Department, at the City's election, for formal plan review and comment.
(b) **Plans review fees shall be paid to the Building Official at the time of plan submittal, in an amount which is calculated as follows:**
**(i) For review of commercial plans, one half of the building permit fee established by resolution of the City Council.**
**(ii) For review of residential plans, twenty five dollars ($25.00).**
**Plan review fees are in addition to the building permit fee.**
**(c)** In addition to all other applicable fees, the applicant shall pay to the City the estimated cost of ICC or Bay County review and postage prior to the City forwarding the plans to ICC or Bay County for review **at the time of plan submittal**. In the event actual costs are less, the difference shall be refunded to the applicant. In the event the actual costs are more, the applicant shall pay the difference to the City. No building permit or other development order may be issued to the applicant until the entire, final cost is paid.
**(d)** ~~(c)~~ The Building Department will review the applicant's plan upon receipt of ICC's or Bay County's plan review comments. The applicant or its representative shall be given a reasonable opportunity to respond to the ICC's or Bay County's comments. The Building Department shall take into consideration comments by ICC or Bay County and any responses thereto by the applicant, but the final decision or plan approval shall be made by the Building Department.

**Sec. 8-32. Permit required.**
(a) Except as otherwise provided in this Code of Ordinances or Section 105.2 of the Florida Building Code, no person shall undertake to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, or to cause any such work to be done, without obtaining the required permit from the building official.
(b) Exceptions. No wiring, devices or equipment for the transmission, distribution or utilization of electrical energy for light, heat or power within or on any building or structure in the City shall be installed, nor shall any alteration, repair or addition be made in any such existing wiring, devices or equipment without first securing a permit therefor from the chief electrical inspector; provided, however, that:
(1) No permit shall be required for minor repairs, such as repairing flush and snap switches, replacing fuses, changing lamp sockets and receptacles, taping joints and repairing drop cords.
(2) No permit shall be required for the installation of wiring, devices or equipment for telephone, telegraph, district messenger or tele-autograph systems or any signaling systems when installed by a

public utility, subject to regulation as such by the State Public Service Commission or any agency of the federal government.

(3) No permit shall be required for the installation of electric wiring, devices or equipment in any building the major portion of which is occupied by a public utility corporation operating under a franchise from the City to transmit and sell or use electrical energy; provided, however, that any such wiring, devices or equipment are for the use of the corporation in its operation as a public utility; provided, however, that permits shall be required for installations in public utility buildings to which the general public has regular access. Federal, state, county and city governments shall be classified as a public utility under this section.

**Sec. 8-33. Permit application.**

(a) An application for the permit required by the provisions of this division, describing the work to be done, shall be made in writing to the building official by the person undertaking the work and the permit, when issued, shall be to such applicant. The person making application for the permit shall, when required by the building official, file with him complete plans and specifications for the work to be performed, showing all details as may be necessary to determine whether the work as described will be in conformity with the requirements of this article.

(b) The permit, when issued, shall be for the work described in the application and no deviation shall be made from the installation so described without approval of the building official. Applicants for permits shall show the name of the occupant or name of the property owner, the name of the contractor who is to do the work, the exact location of the premises by number of lock, lot and house or other good and sufficient description, a clear description of the work to be done and the number of fixtures, circuits and other apparatus.

(c) The person making application for a permit on any building that has been moved or relocated or has a change of occupancy or reoccupied after vacated shall verify that the building is structurally sound before a permit is issued for the building.

**Sec. 8-34. Persons eligible to obtain permits.**

A permit required by the provisions of this Chapter shall be issued only to licensed contractors, and to homeowners who meet the requirements of Section 8-73.

**Sec. 8-35. Examination of applicants for homeowner's permits.**

Examination of applicant**s** for homeowner's permits shall be **undertaken** ~~held~~ by the building **official** ~~inspector~~ or his assistant.

**Sec. 8-36. Duration of permits.**

Permits issued under this part shall be invalid if work is not started within sixty (60) days after date of issue and shall be invalid if work has once begun and then stopped for a period of six (6) months.

**Sec. 8-37. Notice when work ready for inspection; inspection.**

(a) When work for which a permit has been obtained is ready for inspection, notice stating the location of the work and the name of the owner shall be given to the chief building inspector or his duly authorized representatives at his office by the contractor **or homeowner serving as his own contractor** to whom the permit was issued ~~or by the homeowner doing the electrical installation~~.

(b) Notice to inspect work must be in the office of the chief building inspector, for morning inspections, before 4:00 p.m. the preceding day and for afternoon inspections, before 12:00 noon the same day. A period of forty-eight (48) hours, exclusive of Saturdays, Sundays and holidays, may be required in which to make inspection and report.

(c) As soon as possible after receiving notice that work is ready for inspection, the chief building inspector or his duly authorized representatives will inspect and test the work in a manner necessary to satisfy the inspector that the work has been installed in a proper and workmanlike manner and in accordance with the provisions of this article.

(d) In cases of large or complicated installations, the work may be inspected and tested in sections at the option of the chief building inspector or his duly authorized representatives.

**Sec. 8-38. Plumbing to be installed before wiring inspected.**
All plumbing and other piping or tube work must be in place before the electrical wiring is inspected and no such wiring will be considered as complete until all such plumbing or piping is in place.

**Sec. 8-39. Concealing wiring before inspection prohibited.**
It shall be unlawful to conceal any electrical wiring or equipment until same has been inspected and a notice of approval posted as required in Section 8-40.

**Sec. 8-40. Notice of approval or disapproval.**
Upon making an inspection of any electrical wiring or equipment, when same is found to have been installed in a satisfactory manner, and in accordance with the provisions of this Article, the inspector shall place a notice or certificate at a service switch or other suitable place, stating that the electrical work has been inspected and found to be in accordance with the rules, as prescribed, and the provisions of this Article. If same is found to be not in accordance with the provisions of this Article, the electrical inspector shall post a notice or certificate stating that this wiring does not conform to this Article, has been condemned, and shall not be covered or connected until approved by the electrical inspector or his authorized representative.

**Sec. 8-41. Inspector authorized to uncover concealed work.**
If any work or part thereof is covered before being inspected, tested and approved, it shall be uncovered upon the order of the building inspector.

**Sec. 8-42. ~~Final c~~Certificate upon ~~of~~ completion ~~inspection~~.**
(a) After the entire completion of the work **covered by the permit**, a notice shall be given by the licensed contractor or the person to whom the permit was issued to the chief building inspector or his duly authorized representatives for a final inspection, and if the inspector finds that the work has been satisfactorily done, he shall issue a ~~final~~ certificate of ~~inspection~~ **completion or certificate of occupancy, as appropriate**. The certificate does not relieve the person to whom the permit was issued of his responsibility for any defective work which may have escaped the notice of the inspector.
(b) Removal or defacing of inspection certificates shall be prohibited.

**Sec. 8-43. Appeals generally.**
(a) Any interested party may appeal the interpretation or application of the applicable code section on which the decision of the inspector or the City Manager is based to the Planning Board upon the filing, within thirty (30) days after service of the inspector's or city manager's notice and order, of an application to the inspector setting forth the grounds for the appeal. The Planning Board shall not grant variances from the decision of the inspector or the City Manager. Upon receipt of the notice of appeal, the inspector shall forthwith transmit a copy of the notice of appeal, together with all related documents of his department, to the Planning Board. Within ten (10) days after the filing of a notice of appeal, the Planning Board shall schedule a date for the hearing thereof and give notice of the date for the hearing to the interested parties in a manner as would afford them not less than ten (10) days notice. Under no circumstances shall the board establish a hearing date beyond sixty (60) days from the filing of the notice of appeal.
(b) All appeal proceedings shall be public and notice thereof published in a newspaper of general circulation with the city at least ten (10) days prior to the date of the hearing. The findings of the Planning Board shall be encompassed in a resolution stating with particularity the grounds for the board's decision.
(c) All such appeals shall be pursuant to the procedures specified in Section 10.13.00 of the City of Panama City Beach Land Development Code, as amended from time to time. In the event of an irreconcilable conflict between the procedures specified in this Section and in said Section 10.13.00, this Section shall control.
(d) An interested party, having exhausted his administrative remedies before the Planning Board, shall be entitled to seek review of the decision of the Planning Board by certiorari in the Circuit Court, Fourteenth Judicial Circuit, in and for Bay County, Florida.

**Sec. 8-44—8-45. Reserved.**

**ARTICLE III. EXAMINING BOARD**

**Sec. 8-46. Created.**

There is hereby created the examining board of the city.

**Sec. 8-47. Members.**

(a) The examining board of the City of Panama City Beach, Florida, shall consist of seven (7) members, as follows:

(1) A master electrician who is engaged in the profession and who holds a valid master electrician's certificate in the city;

(2) A master gas fitter who is engaged in the profession and who holds a valid master gas fitter's certificate in the city;

(3) A master air conditioning mechanic who is engaged in the profession and who holds a valid master air conditioning mechanic's certificate in the city;

(4) A master plumber who is engaged in the profession and who holds a master plumber's certificate in the city;

(5) Two members from the field of general construction; and

(6) A qualified elector in the city, preferably not from the field of general construction or any profession regulated by this chapter.

(b) The board shall be appointed by the City Council as outlined below:

(1) The first and second members above shall be appointed for a term of three (3) years for the first term;

(2) The third and fourth members above shall be appointed for a term of two (2) years for the first term; and

(3) The fifth, sixth and seventh members above shall be appointed for a term of one (1) year for the first term.

(c) Terms shall expire and new appointments shall be effective on July 22, provided that all members shall serve until their successors are duly qualified and appointed. After the first term, all members shall be appointed for a term of three (3) years.

**Sec. 8-48. Chairman; secretary; quorum.**

The senior member of the board shall act as chairman. The city manager, or his designated representative, shall serve as secretary to the board. Any four (4) members shall constitute a quorum with an elected chairman pro tem in the absence of the regular chairman.

**Sec. 8-49. Meetings.**

Regular meetings of the examining board shall be held at the George C. Cowgill Annex at least once each month at such times as the board may by rule, from time to time, establish. Special meetings of the board may be called by the chairman or three (3) members of the board at other times and places.

**Sec. 8-50. Records.**

The examining board shall keep in the office of the inspection department a record for each trade or profession in which shall be recorded the names and addresses of each applicant for a certificate, the date of filing application, the final action of the board upon each application, the date of such action, whether the granting of a certificate was made with or without examination, date and action of the board in revocation or suspension proceedings, and the signatures of the members of the board participating in any action.

**Sec. 8-51. Powers and duties.**

The powers and duties of the examining board shall include the following:

(1) To prescribe forms for applications for examinations, certificates of competency, permits, stationery, records, notices of violation and such other documents as it shall deem necessary for the conduct of its business;
(2) To prepare, conduct and grade or designate written examinations of applicants for certificates of competency;
(3) To prepare or designate a basic written examination of homeowner applicants for permits under section 8-35, and to establish a passing score of such examinations;
(4) To give notices of hearings and conduct hearings upon charges of violation of the provisions of this chapter by any person subject to the provisions of this chapter;
(5) To discipline any contractor, journeyman or other person found by the board to have violated any of the provisions of this chapter;
(6) To hear the appeal of any persons who may be aggrieved by any ruling or order of the chief building official or any inspector. Notice of appeal shall be filed with the secretary to the board within thirty (30) days after the ruling or order from which the appeal is taken. The board shall as soon as may be practicable conduct a hearing at which the city official and the aggrieved party shall be entitled to present evidence and cross-examine witnesses. All testimony shall be under oath and shall be electronically recorded. Either party may be represented by an attorney-at-law. The aggrieved party shall carry the burden of establishing by greater weight of the evidence that the ruling and order of the chief building official or any inspector was arbitrary, unauthorized, or otherwise unfounded. The hearing need not **be** conducted in accordance with the formal rules relating to evidence and witnesses but fundamental due process shall be observed and govern the proceedings. Any relevant evidence shall be admitted if the board finds it competent and reliable. The board of examiners shall make findings of fact based on evidence of record. Based upon this fact finding determination, the board of examiners shall approve, reverse or modify the decision of the building official or inspector. The aggrieved party shall be entitled to have the final decision of the board reviewed by certiorari in the Circuit Court for Bay County, Florida, upon the filing of an appropriate pleading.
(7) To satisfy itself as to character and integrity of each applicant for a certificate of competency, by requiring such pertinent information as it may deem necessary; and
(8) To enforce provisions of this chapter wherever required or authorized.
**(9) The examining board shall constitute and sit *ex officio* as circumstances may require, as the board of construction examiners, the board of electrical examiners, the board of plumbing examiners, the board of gas examiners, or the board of air conditioning examiners, and as such shall follow the uniform procedures specified in sections 8-46 through 8-53.**

**Sec. 8-52. Revocation, suspension of certificates of competency.**
(a) The board of examiners shall suspend or revoke any contractor's, master's, or journeyman's certificate of competency, if one (1) or more of the following grounds shall exist:
(1) Misrepresentation of any material fact in the application for a certificate or for a permit;
(2) Performance of work in a negligent, incompetent or unworkmanlike manner;
(3) Contracting in a name other than registered with the general building inspector;
(4) Abandonment of any contract for the performance of work without legal grounds;
(5) Diversion of property or funds received pursuant to contract for work;
(6) Departure from the plans and specifications of any contract for work or accompanying application for permit without the consent of the party for whom the work is being performed;
(7) Misrepresenting the requirements of this article regulating work in order to obtain or increase the scope of the work in any contract of construction work;
(8) Failing to report to the general building inspector or his assistants or attempting to conceal the violation of any provision of this article;
(9) Failing to report to the general building inspector or his assistants or attempting to conceal the violation of any provision of this article by any contractor;
(10) Pledging or loaning his certificate to any person when not actively associated with that person in the performance of the work authorized by the certificate;

(11) Default in payment either for labor or materials resulting in a lien being placed against a piece of property in question and the lien remaining unsatisfied for a period of sixty (60) days or more; or
(12) Default in payment either for labor or materials resulting in a judgment being obtained or filed against the building, general or residential contractor and the judgment remaining unsatisfied for a period of sixty (60) days or more.
(13) Violation of any applicable provision of Section 489.129 Florida Statutes (**2015** ~~2003~~).
(14) Violation of any applicable provision of Section 455.227 Florida Statutes (**2015** ~~2003~~).
(b) Any contractor, master or journeyman who shall violate, or assist in violating, any of the provisions of this article, may, upon conviction thereof, have his certificate of competency suspended for not less than (30) days for the first offense, and for repeated offenses, may have his certificate of competency suspended for a longer period than thirty (30) days or have the same canceled or revoked by the board of examiners upon the recommendation of the building official.
(c) Any time the building official or his assistants shall ascertain any of the grounds for revocation or suspension may exist or there is filed with the board of examiners the complaint of any person alleging the existence of any such grounds, it shall be his or their duty to make a full, fact-gathering investigation and file with the board of examiners a written report thereof, together with a statement as to the existence of probable cause for suspension or revocation, and if the board ascertains that such probable cause exists, the board shall conduct a hearing thereon, after notice.
(d) At any time the report of the building official or his assistants shall show the existence of probable cause for suspension or revocation, the building official or his assistants shall serve upon the alleged violator a notice of the alleged grounds for suspension or revocation and the time, date and place of a hearing before the board thereupon. The notice shall be served not less than ten (10) nor more than thirty (30) days prior to such hearing. The alleged violator shall have the right to appear at the hearing, be represented by counsel, produce evidence and cross-examine witnesses. A record shall be kept of the hearing.
(e) Each case before the examining board shall be presented by the building official or his designee. The hearing need not be conducted in accordance with the formal rules relating to evidence and witnesses but fundamental due process shall govern the proceedings. Any relevant evidence shall be admitted if the board finds it competent and reliable, regardless of the existence of any common law or statutory rule to the contrary. The board may take testimony from the general building inspector and the alleged violator. Each party shall have the right to call and examine witnesses, to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues; to impeach any witness; and rebut the evidence against him.
(f) The board shall make findings of facts based on evidence of record. The fact-finding determination of the board shall be limited to whether the violation alleged did occur, and if so, whether the person named in the notice is responsible for that violation. If, after the hearing, the board of examiners shall determine that one (1) or more of the noticed grounds for suspension or revocation exist, it shall enter a written order signed by the chairman suspending or revoking the certificate of competency of the violator. Such order shall, at a minimum, contain the following:
(1) A clear statement of the violations charged;
(2) A clear statement of the factual basis for the charges;
(3) Evidence that the violator was given notice of the charges, and of an opportunity to appear and present evidence and testimony regarding the charges;
(4) Findings of fact made by the board of examiners;
(5) Conclusions of law which demonstrate that the facts alleged constitute violations of Sections 489.129 or 455.227 Florida Statutes (**2015** ~~2003~~) or of this ordinance.
(6) A statement of the penalty imposed against the violator's certificate of competency.
(7) A recommendation to the Construction Industry Licensing Board for action to be taken against the state registration.
(8) A clear statement informing the violator of the right to appeal the action against his or her certificate of competency, and of the right of the violator to challenge the recommendation to the Construction Industry Licensing Board.

(g) Any order suspending or revoking a certificate of competency may also assess against such violator the reasonable investigative and legal costs for the prosecution of the violation which shall bear interest at the rate provided for judgments in the circuit court and may be enforced as provided by law.
(h) A copy of such order shall be forwarded to the Construction Industry Licensing Board.
(i) After such a revocation, a new certificate of competency may not be issued to any such violator for a period of up to one (1) year, at the discretion of the board of examiners.
(j) After such a revocation, a new certificate of competency shall be issued only after the applicant passes the required examination and all investigative and legal costs assessed against the violator plus interest are paid in full.
(k) Regardless of the term of any such suspension stated in the order, the suspension shall continue until all investigative and legal costs assessed against the violator plus interest are paid in full. In **the** event any certificate of competency remains suspended for more than 365 days, it shall be deemed revoked and a new certificate shall be issued only after the applicant passes the required examination and all investigative and legal costs assessed against the violator plus interest are paid in full.

**Sec. 8-53. Appeals.**
Any person aggrieved by the action of the board of examiners in refusing to grant a certificate of competency issued pursuant hereto or in suspending or revoking any certificate of competency issued pursuant hereto, may appeal to the Construction Industry Licensing Board. Any such appeal shall be filed within sixty (60) days from the date of issuance of the examining boards' recommended penalty to the Construction Industry Licensing Board. Failure to challenge the examining board's recommended penalty within the time period set forth in this section shall constitute a waiver of the right to a hearing before the Construction Industry Licensing Board, and shall be deemed an admission of the violation.

**Secs. 8-54--8-70. Reserved.**

**ARTICLE IV. CONTRACTORS**
**Sec. 8-71. Definitions.**
**(a)** The following words and phrases, as used in this division, shall have the meanings respectively ascribed to them:
*Construction business or construction work* shall mean any business or work which falls within the scope of the building code adopted in section 8-115.
*Contractor* shall mean and include any person who in any capacity undertakes, offers to undertake, purports to have the capacity to undertake or accepts an order or contract either on a fixed sum, cost plus a percentage, a fixed fee or any combination thereof or submits a bid to construct, repair, alter, remodel, demolish, add to, subtract from or improve any building or structure, including related improvements to real estate, for others or for resale to others, including any person who, for a salary, fixed fee, wages by the day or for any other compensation, agrees with the owner, tenant, occupant or agent of any real estate to do any of the foregoing acts or to have the same done when any part of such work shall be compensation for the supervision, direction or inspection, but shall not include any persons employed by any such owner, tenant, occupant or agent to perform unskilled labor only under the direction of such owner, tenant, occupant or agent. For purposes of this Article, contractor shall not mean Electrical Contractors Plumbing Contractors, Gas Fitters; or Air Conditioning Mechanics as those contractors are defined herein.
*Building contractor* shall mean a contractor whose services are limited to construction of commercial buildings and single-dwelling or multiple-dwelling residential buildings, which commercial or residential buildings do not exceed three (3) stories in height, and accessory use structures in connection therewith or a contractor whose services are limited to remodeling, repair or improvement of any size building if the services do not affect the structural members of the building.
*General contractor* shall mean a contractor who may contract or perform for any activity requiring licensure under this part.
*Residential contractor* shall mean a contractor whose services are limited to construction, remodeling, repair or improvement of one-family, two-family, or three-family residences not exceeding two (2) stories in height and accessory use structures in connection therewith.

*Sign contractor* shall mean a contractor whose services are limited to the creation, installation or application of a non-electrical sign onto any building or structure.
*Specialty contractor* shall mean a contractor whose services are limited to the performance of specialized building trades and crafts which are incidental to a particular phase of construction, and whose job scope does not substantially correspond to one of the contractor categories listed in this section.

*Electrical contractor* shall mean and include any person who in any capacity undertakes, offers to undertake, purports to have the capacity to undertake or accepts an order or contract either on a fixed sum, cost plus a percentage, fixed fee or any combination thereof, or submits a bid to install, extend, alter, repair, maintain or remove any electrical apparatus or any device in connection therewith, including any person who, for a salary, fixed fee, wages by the day or for any other compensation, agrees with the owner, tenant, occupant or agent of any property to do any of the foregoing, or have the same done when any part of such work shall be compensation for the supervision, direction or inspection; but shall not include any persons employed by any such owner, tenant, occupant or agent to perform unskilled labor only under the direction of such owner, tenant, occupant or agent.
*Journeyman electrician* shall mean a person who performs the manual work of installing or repairing electrical wiring and apparatus.
*Master electrician* shall mean a person who assumes responsible charge and direction of other persons in the installation and repair of electrical wiring and apparatus.

*Journeyman plumber* shall mean a person who performs the manual work of installing plumbing.
*Master plumber* shall mean a person who assumes responsible charge and direction of other persons in the installation of plumbing.
*Plumbing contractor* shall mean and include any person who in any capacity undertakes, offers to undertake, purports to have the capacity to undertake or accepts an order or contract either on a fixed sum, cost plus a percentage, fixed fee or any combination thereof or submits a bid to install, extend, alter, repair, maintain or remove any plumbing, including any person who, for a salary, fixed fee, wages by the day or for any other compensation, agrees with the owner, tenant, occupant or agents of any property to do any of the foregoing, or have the same done when any part of such work shall be compensation for the supervision, direction or inspection; but shall not include any persons employed by any such owner, tenant, occupant or agent to perform unskilled labor only under the direction of such owner, tenant, occupant or agent.

*Gas contractor* shall mean and include any person who in any capacity undertakes, offers to undertake, purports to have the capacity to undertake or accepts an order or contract either on a fixed sum, cost plus a percentage, fixed fee or any combination thereof or submits a bid to install, extend, alter, repair, maintain or remove any consumer's gas piping or appliances, including any person who, for a salary, fixed fee, wages by the day or for any other compensation, agrees with the owner, tenant, occupant or agent of any property to do any of the foregoing or have the same done when any part of such work shall be compensation for the supervision, direction or inspection; but shall not include any persons employed by any such owner, tenant, occupant or agent to perform unskilled labor only under the direction of such owner, tenant, occupant or agent.
*Journeyman gas fitter* shall mean a person who performs the manual work of installing or repairing gas piping and appliances.
*Master gas fitter* shall mean a person who assumes responsible charge and direction of other persons in the installation or repair of gas piping and appliances.

*Class A air conditioning contractor* shall mean any person whose services are unlimited in the execution of contracts requiring the experience, knowledge and skill to install, maintain, repair, fabricate, alter, extend or design, when not prohibited by law, central air conditioning, refrigeration, heating and ventilating systems, including duct work in connection with a complete system only to the extent such duct work is performed by the contractor as is necessary to make complete an air-distribution system, boiler and unfired pressure vessel systems, and all appurtenances, apparatus or equipment used in connection therewith and to install, maintain, repair, fabricate, alter, extend or design, when not prohibited

by law, piping, insulation of pipes, vessels and ducts, pressure and process piping, pneumatic control piping, and installation of a condensate drain from an air conditioning unit to an existing safe waste or other approved disposal other than a direct connection to a sanitary system. The scope of work for any such contractor shall also include any excavation work incidental thereto, but shall not include any work such as liquefied petroleum or natural gas fuel lines within buildings, potable water lines or connections thereto, sanitary sewer lines, swimming pool piping and filters or electrical power wiring.

*Class B air conditioning contractor* shall mean any person who**se** services are limited to twenty five (25) tons of cooling and five hundred thousand (500,000) Btu of heating in any one system in the execution of contracts requiring the experience, knowledge and skill to install, maintain, repair, fabricate, alter, extend or design, when not prohibited by law, central air conditioning, refrigeration, heating and ventilating systems, including duct work in connection with a complete system only to the extent such duct work is performed by the contractor as is necessary to make complete an air-distribution system being installed under this classification, and to install, maintain, repair, fabricate, alter, extend or design, when not prohibited by law, piping, insulation of pipes, vessels and ducts, and installation of a condensate drain from an air conditioning unit to an existing safe waste or other approved disposal other than a direct connection to a sanitary system.

*Class C air conditioning contractor* shall mean any person whose business is limited to the servicing of air conditioning, heating or refrigeration systems, including duct alterations in connection with those systems he is servicing, and whose certification or registration, issued pursuant to this part, was valid on October 1, 1988. No person not previously registered or certified as a Class C air conditioning contractor shall be so registered or certified after October 1, 1988.

*Journeyman air conditioning mechanic* shall mean a person who performs the manual work of installing or repairing insulation, general sheet metal or air conditioning or refrigeration equipment.

*Master air conditioning mechanic* shall mean a person who assumes responsible charge and direction of other persons in the installation of mechanical equipment, or the repair of insulation, general sheet metal or air conditioning or refrigeration equipment.

**Sec. 8-72. Engaging in work without certificate of competency ~~as a building, general, residential, sign or specialty contractor~~ prohibited.**

**(a)** It shall be unlawful for any person to engage in any form of construction work as a contractor without a valid certificate of competency as a building, general, residential, sign or specialty contractor.

**(b)** It shall be unlawful for any person to work in the city as an electrical contractor without obtaining a valid master electrician's certificate of competency himself, or without having someone in his employ who possesses such valid certificate of competency.

**(c)** It shall be unlawful for any person to work in the city as a journeyman electrician without obtaining a valid journeyman electrician's certificate of competency.

**(d)** It shall be unlawful for any person to work in the city as a plumbing contractor without obtaining a valid master plumber's certificate of competency himself, or without having someone in his employ who possesses such valid certificate.

**(e)** It shall be unlawful for any person to work in the city as a journeyman plumber without obtaining a valid journeyman plumber's certificate of competency.

**(f)** It shall be unlawful for any person to work in the city as a gas contractor without obtaining a valid master gas fitter's certificate of competency himself, or without having someone in his employ who possesses such valid certificate.

**(g)** It shall be unlawful for any person to work in the city as a journeyman gas fitter without obtaining a valid journeyman gas fitter's certificate of competency.

**(h)** It shall be unlawful for any person to work in the city as an air conditioning contractor without obtaining a valid master air conditioning mechanic's certificate of competency himself, or without having someone in his employ who possesses such valid certificate.

**(i)** It shall be unlawful for any person to work in the city as a journeyman air conditioning mechanic without obtaining a valid journeyman air conditioning mechanic's certificate of competency.

**Sec. 8-73. Exemption from certification requirements for homeowners.**
The certification requirements of this chapter shall not apply to a homeowner or prevent him from performing any work regulated by this chapter, provided the work is done by the homeowner and used exclusively by him or his family. The privilege extended to a homeowner herein does not convey any right to violate any provisions of this chapter nor shall it be construed as exempting any such homeowner from demonstrating basic knowledge of the work to be performed by successfully completing a written examination as provided in this chapter, or from obtaining a permit or paying the required fees therefor.

**Sec. 8-74. Requirements for obtaining certificate of competency.**
**(1)** No contractor shall be issued a certificate of competency by the building official until such person shall file an application therefor and:

**(a)** ~~(1)~~ Shall pay one (1) of the following charges:

**1.** ~~a.~~ If the contractor maintains a permanent business location or branch office within the city or transacts any business in interstate commerce and is not exempted from license taxation by Art. I, § 8, U.S. Const., he shall pay the appropriate occupational license tax for his class of contractors, as set forth in section 14-29(71) plus a registration fee of Fifty dollars ($50.00); or

**2.** ~~b.~~ If the contractor is not subject to the payment of occupational license tax under subsection **(a)1.** ~~a.~~, he shall pay only the registration fee of Fifty dollars ($50.00);

**(b)** ~~(2)~~ Shall furnish the city with a bond which meets the requirements of section 8-77; and

**(2)** ~~(3)~~ With respect to a building, general or residential contractor, is or has in his employ one ~~(1)~~ of the following:

a. A person who is a state certified building, general or residential contractor, as appropriate;

b. A person who is a state registered building, general or residential contractor, as appropriate, and who has successfully completed the written examination for his particular field required by section 8-75.1 within four (4) years preceding the filing of the application for a Certificate of Competency; or

c. A person who is a state registered building, general or residential contractor, as appropriate, and who has successfully completed the written examination for his particular field required by section 8-75.1 more than four (4) years preceding the filing of the application for a certificate of competency and who demonstrates to the board an acceptable level of expertise by interview or supplemental examination. In conducting such an interview or preparing such examination, the board shall consider at a minimum the following:

(i) The applicant's length and extent of service in the trade;

(ii) Whether the applicant has been continuously engaged in the trade since his examination;

(iii) The amount and nature of work in the trade performed by the applicant during the two (2) years immediately preceding his application; and

(iv) The applicant's knowledge of relevant codes, especially changes in such codes since his examination.

**(3)**~~(4)~~ With respect to a sign contractor only, is or has in his employ one (1) of the following:

a. A person who is a state registered sign contractor, if such registration is available, and who has successfully completed the written examination for his particular field required by section 8-75.2 within four (4) years preceding the filing of the application for a Certificate of Competency; or

b. A person who has been actively engaged as a sign contractor within the City for a period of four (4) consecutive years immediately preceding **the filing of** ~~June 8, 2006, provided~~ the application for a Certificate of Competency ~~is made within six (6) months after June 8, 2006~~. For certification under this part, applicant must provide demonstrable evidence of continuous employment as a sign contractor.

**(4)**~~(5)~~ With respect to a specialty contractor only, is or has in his employ one (1) of the following:

a. A person who is a state registered contractor in the specialty for which a Certificate of Competency is sought, if such state registration is available, and whose has successfully

completed the written examination for his particular field required by section 8-75.3 within four (4) years preceding the filing of the application for a Certificate of Competency; or

b. A person who has been actively engaged as a specialty contractor within the City for a period of four (4) consecutive years immediately preceding filing of an application for a certificate of competency and who demonstrates to the Board an acceptable level of expertise by interview or other examination.

**(5) With respect to an electrical contractor only,** is or has in his employ one (1) of the following:

a. A person who is a state certified electrical contractor;

b. A person who is a state registered electrical contractor and who has successfully completed the written examination for master electrician's certificate of competency required by section 8-75.4 within four (4) years preceding the filing of the application for a certificate of competency; or

c. A person who is a state registered electrical contractor* and who has successfully completed the written examination required by section 8-75.4 more than four (4) years preceding the filing of the application for a certificate of competency and who demonstrates to the board an acceptable level of expertise by interview or supplemental examination. In conducting such an interview or preparing such examination, the board shall consider at a minimum the following:

(i) The applicant's length and extent of service in the trade;

(ii) Whether the applicant has been continuously engaged in the trade since his examination;

(iii) The amount and nature of work in the trade performed by the applicant during the two (2) years immediately preceding his application; and

(iv) The applicant's knowledge of relevant codes, especially changes in such codes since his examination.

**(6) With respect to a plumbing contractor only, is** or has in his employ one (1) of the following:

a. A person who is a state certified plumbing contractor;

b. A person who is a state registered plumbing contractor and who has successfully completed the written examination for master plumber's certificate of competency required by section 8-75.5 within four (4) years preceding the filing of the application for a certificate of competency; or

c. A person who is a state registered plumbing contractor and who has successfully completed the written examination required by section 8-75.5 more than four (4) years preceding the filing of the application for a Certificate of Competency and who demonstrates to the board an acceptable level of expertise by interview or supplemental examination. In conducting such an interview or preparing such examination, the board shall consider at a minimum the following:

(i) The applicant's length and extent of service in the trade;

(ii) Whether the applicant has been continuously engaged in the trade since his examination;

(iii) The amount and nature of work in the trade performed by the applicant during the two (2) years immediately preceding his application; and

(iv) The applicant's knowledge of relevant codes, especially changes in such codes since his examination.

**(7) With respect to a [gas contractor or master ] gas fitter, i**s or has in his employ one (1) of the following:

a. A person holding a valid state license to install liquefied petroleum gas piping and appliances, pursuant to F.S. Ch. 527;

b. A person who has successfully completed the examination for a master gas fitter's construction certificate of competency required by section 8-75.6 within four (4) years preceding the filing of the application for a certificate of competency; or

c. A person who has successfully completed the examination for a master gas fitter's construction certificate of competency required by section 8-75.6 more than four (4) years preceding the filing of the application for a certificate of competency and who

demonstrates to the board an acceptable level of expertise by interview or supplemental examination. In conducting such an interview or preparing such examination, the board shall consider at a minimum the following:

(i) The applicant's length and extent of service in the trade;

(ii) Whether the applicant has been continuously engaged in the trade since his examination;

(iii) The amount and nature of work in the trade performed by the applicant during the two (2) years immediately preceding his application; and

(iv) The applicant's knowledge of relevant codes, especially changes in such codes since his examination.

**(8) With respect to a [master] air conditioning mechanic, is** or has in his employ one (1) of the following:

a. A person who is a state certified air conditioning contractor;

b. A person who is a state registered air conditioning contractor* and who has successfully completed the written examination for master air conditioning mechanic required by section 8-319 within four (4) years preceding the filing of the application for a certificate of competency; or

c. A person who is a state registered air conditioning contractor and who has successfully completed the written examination required by section 8-75.7 more than four (4) years preceding the filing of the application for a certificate of competency and who demonstrates to the board an acceptable level of expertise by interview or supplemental examination. In conducting such an interview or preparing such examination, the board shall consider at a minimum the following:

(i) The applicant's length and extent of service in the trade;

(ii) Whether the applicant has been continuously engaged in the trade since his examination;

(iii) The amount and nature of work in the trade performed by the applicant during the two (2) years immediately preceding his application; and

(iv) The applicant's knowledge of relevant codes, especially changes in such codes since his examination.

**Sec. 8-75.1 Certification examination, building, general or residential contractor.**

(a) A person desiring to be examined by the city for a certificate of competency as a building, general or residential contractor shall make written application to the board of construction examiners and shall pass the examination the board shall require, which examination shall demonstrate whether the applicant is qualified to work at the level for which he has applied. If the board of construction examiners designates another agency to administer this examination, the fee and schedule for that examination shall be as set by that agency.

(b) A person applying for examination for a certificate of competency as a building or general contractor must have a minimum of four (4) years' work experience in the field of construction work or two (2) years of such experience and a degree directly related to construction work from a recognized college. A person applying for examination for a certificate of competency as a residential contractor must have a minimum of two (2) years' work experience in the field of construction work or one (1) year of such experience and a degree directly related to construction work from a recognized college or university. For purposes of this subsection, work experience in the field of construction work shall be demonstrated by each applicant through presentation of letters of recommendation from his former employers, who shall themselves be certified as either building, general or residential contractors, which letters shall be acknowledged in the presence of a notary public. The work experience of each applicant shall be verified. Educational qualifications shall be evidenced by a certificate from the school or college under its seal.

**Sec. 8-75.2. Certification examination--Sign contractor.**

(a) A person desiring to be examined by the city for a certificate of competency as a sign contractor shall make written application to the board of construction examiners and shall pass the examination the board shall require, which examination shall demonstrate whether the applicant is qualified to work at the

level for which he has applied. If the board of construction examiners designates another agency to administer this examination, the fee and schedule therefor shall be as set by that agency.

(b) A person applying for examination for a certificate of competency as a sign contractor must have a minimum of two (2) years' work experience in sign work or one (1) year of such experience and evidence of satisfactory completion of an educational curricula in the field for which he has applied. For purposes of this subsection, work experience in the field of sign work shall be demonstrated by each applicant through presentation of letters of recommendation from his former employers, who shall themselves be certified as contractors, which letters shall be acknowledged in the presence of a notary public. The work experience of each applicant shall be verified. Educational qualifications shall be evidenced by a certificate from the school or college under its seal.

**Sec. 8-75.3. Certification examination--Specialty contractor.**

(a) A person desiring to be examined by the city for a certificate of competency as a specialty contractor shall make written application to the board of construction examiners and shall pass the examination the board shall require for that specialty, which examination shall demonstrate whether the applicant is qualified to work at the level for which he has applied. If the board of construction examiners designates another agency to administer this examination, the fee and schedule therefor shall be as set by that agency.

(b) A person applying for examination for a certificate of competency as a specialty contractor must have a minimum of two (2) years' work experience in the specialty or one (1) year of such experience and evidence of satisfactory completion of an educational curricula in the field for which he has applied. For purposes of this subsection, work experience in the specialty shall be demonstrated by each applicant through presentation of letters of recommendation from his former employers, who shall themselves be certified as contractors, which letters shall be acknowledged in the presence of a notary public. The work experience of each applicant shall be verified. Educational qualifications shall be evidenced by a certificate from the school or college under its seal.

**Sec. 8-75.4. Certification examination--electrician.**

(a) A person desiring to be examined by the city for a master or journeyman electrician's certificate of competency shall make written application to the board of electrical examiners and shall pass the examination the board shall require, which examination shall demonstrate whether the applicant is qualified to work at the level for which he has applied. If the board of electrical examiners designates another agency to administer these examinations the fees and schedule therefor shall be as set by that agency.

(b) A person applying for examination for a master electrician's certificate of competency must have had a minimum of four (4) years' work experience as a journeyman electrician or have a degree in electrical engineering from a recognized college plus two (2) years' work experience in the electrical field. For purposes of this subsection, work experience in the field of electrical work shall be demonstrated by each applicant through presentation of letters of recommendation from his former employers, who shall themselves be certified as master electricians, which letters shall be acknowledged in the presence of a notary public. The work experience of each applicant shall be verified. Educational qualifications shall be evidenced by a certificate from the school or college under its seal. A person applying for examination for a journeyman electrician's certificate of competency must have had a minimum of two (2) years' work experience in the field of electrical works, which experience shall be verified.

**Sec. 8-75.5. Certification examination--plumber.**

(a) A person desiring to be examined by the city for a master or journeyman plumber's certificate of competency shall make written application to the board of plumbing examiners and shall pass the written examination the board shall require, which examination shall demonstrate whether the applicant is qualified to work at the level for which he has applied. If the board of plumbing examiners designates another agency to administer these examinations, the fees and schedule therefor shall be as set by that agency.

(b) Before any person may make application for an examination for a master plumber's certificate of competency, he must have a minimum of four (4) years' work experience as a journeyman plumber, or

have a degree in plumbing from a recognized college plus two (2) years' work experience in the plumbing field. For purposes of this subsection, work experience in the field of plumbing work shall be demonstrated by each applicant through presentation of letters of recommendation from his former employers, who shall themselves be certified as master plumbers, which letters shall be acknowledged in the presence of a notary public. The work experience of each applicant shall be verified. Educational qualifications shall be evidenced by a certificate from the school or college under its seal. Before any person may make application for an examination for a journeyman plumber's certificate of competency, he must have a minimum of two (2) years' work experience in the field of plumbing work, which experience shall be verified.

**Sec. 8-75.6. Certification examination—gas fitter.**

(a) A person desiring to be examined by the city for a master or journeyman gas fitter's certificate of competency shall make written application to the board of gas examiners and shall pass the written examination the board shall require, which examination shall demonstrate whether the applicant is qualified to work at the level for which he has applied. If the board of gas examiners designates another agency to administer these examinations, the fees and schedules therefor shall be as set by that agency. There shall be two (2) classes of master gas fitter's certificates of competency:

(1) A master gas fitter's construction certificate of competency, which shall authorize a person to plan, lay out and supervise gas installation and construction work;

(2) A master gas fitter's construction and operating certificate of competency, which shall authorize a person to plan, lay out, supervise and manage L.P. Gas or natural gas installations.

(b) An applicant for either class of master gas fitter's certificates of competency shall have a minimum of four (4) years' work experience in the installation or management of L.P. gas or natural gas installations, whichever is appropriate to the class of gas fitter for which he seeks certification, or a degree in gas fitting from a recognized college plus two (2) years' work experience in such gas installations. For purposes of this subsection, work experience in the field of gas installations shall be demonstrated by each applicant through presentation of letters of recommendation from his former employers, who shall themselves be certified as master gas fitters, which letters shall be acknowledged in the presence of a notary public. The work experience of each applicant shall be verified. Educational qualifications shall be evidenced by a certificate from the school or college under its seal. Before any person may make application for examination for a journeyman gas fitter's certificate of competency, he must have a minimum of two (2) years' work experience in the installation and repairing of gas piping and appliances, which experience shall be verified.

**Sec. 8-75.7. Certification examination—air conditioning mechanic.**

(a) A person desiring to be examined by the city for a master or journeyman air conditioning mechanic's certificate of competency shall make written application to the board of air conditioning examiners and shall pass the written examination the board shall require, which examination shall demonstrate whether the applicant is qualified to work at the level for which he has applied. The examination shall be given at such time as the board shall determine. If the board of air conditioning examiners designates another agency to administer these examinations, the fees and schedule therefor shall be as set by that agency.

(b) Before any person may make application for examination for any class of a master air conditioning mechanic's certificate of competency, he must have a minimum of four (4) years' work experience as a journeyman air conditioning mechanic or have a degree in air conditioning from a recognized college, plus two (2) years' work experience in the field of air conditioning work. For purposes of this subsection, work experience in the field of air conditioning work shall be demonstrated by each applicant through presentation of letters of recommendation from his former employers, who shall themselves be certified as master air conditioning mechanics, which letter shall be acknowledged in the presence of a notary public. The work experience of each applicant shall be verified. Educational qualifications shall be evidenced by a certificate from the school or college under its seal. Before any person may make application for examination for a journeyman air conditioning mechanic's certificate of competency, he must have a minimum of two (2) years' work experience in the field of air conditioning work, which experience shall be verified.

**Sec. 8-76. Expiration and Renewal of Certificate of Competency.**

(a) All certificates of competency ~~for building, general, or residential, sign or specialty contractors~~ shall expire on September 30 next following the **one year anniversary of the** date of issuance.

(b) Any holder of a certificate of competency shall be entitled, during the month of September, to a renewal certificate for the next **two (2)** succeeding year**s** upon payment to the building official of a renewal fee **of Fifty dollars ($50.00).** ~~of Fifteen dollars (15.00).~~

(c) Any holder of a certificate of competency which has expired solely for failure to renew may obtain a replacement certificate at any time within two (2) years after expiration thereof upon payment to the building official of a replacement fee of Fifty dollars ($50.00) **per year of being in arrears**. After two (2) years **but no longer than four (4) years**, any holder of a certificate which has expired solely for failure to renew may obtain at the City's discretion~~,~~ a replacement certificate upon payment to the building official of a replacement fee of **Fifty dollars ($50.00) per year of being in arrears**. ~~One Hundred Dollars ($100.00).~~

**Sec. 8-77. Bond.**

(a) Before obtaining a certificate of competency ~~as a building, general or residential contractor,~~ or a renewal thereof, ~~a person~~ **the applicant** shall execute a bond in the sum of five thousand dollars ($5,000.00) with a responsible surety company authorized to do business in the state, conditioned to protect the city or the owner of premises against all loss or damage occasioned by the negligence of the principal therein failing to promptly execute and protect all work done by such principal or his employees or under his direction or supervision and from all damage occasioned by or arising in any manner from any such work done by him or his employees or under his direction or supervision, which is not caused by the negligence of the city, its agent or employees and conditioned further, that the principal therein will keep and observe all provisions of this Code and other ordinances at any time enacted by the city relating in any way to construction work.

(b) The bond required by this section shall be approved by the city **clerk** ~~treasurer~~ before the same becomes effective, and may be sued on by the city, and in cases of the owners of premises damaged by any such work. the owners shall be authorized to bring suit in any court of competent jurisdiction in the name of the city, for their use and benefit; provided, however, that in any action by the owners of the premises damaged, the same shall not involve the city to any expense whatsoever.

(c) The bond required by this section shall expire on September 30 **next following the one year anniversary of the** date of issuance.

~~**Sec. 8-78. Sign.**~~

~~Every building, general and residential contractor shall display in a conspicuous place in front of each location where construction work is being done by him, a sign giving the name and address of the contractor doing the work; provided that no such sign need be displayed in the front of the place of a minor repair. No person other than a contractor shall display such a sign.~~

**Sec. 8-78. Misrepresentations; allowing fraudulent use of name.**

No person engaged in the construction business in the city shall allow his name to be used by any other person, directly or indirectly, either to obtain a permit, or for the construction of any work under his certificate, or shall make any misrepresentation or omission with intent to violate the purposes of this article.

**Secs. 8-79—8-99 Reserved.**

**ARTICLE VI—FEES**

**Sec. 8-100 Fees.**

Fees for permits shall be established by Resolution of the City Council, as amended from time to time. **To the extent necessary or required to establish a total permit fee, base building valuation shall be determined by using the then current edition of the building valuation data table published by the International Code Council, or the actual costs of building construction as evidenced by executed**

**contracts to perform the work submitted to the Building Official. For purposes of this article, valuation shall include the total value of work, including materials and labor, for which the permit is being issued, including but not limited to electrical, gas, mechanical, plumbing equipment and permanent systems.**

**Sec. 8-101. Fee for obtaining permit after work commenced.**
Whenever any person shall commence or proceed with any installation or construction work for which a permit is required by this chapter, without having first obtained such a permit, the person so commencing or proceeding with any such work without a permit shall take out a belated permit covering the work and pay the fees therefor at a rate double the permit fee established pursuant to Section 8-100 to be paid for a timely permit covering the work or $100, whichever is greater. Neither anything contained in this Section, nor the act of taking out and paying fees for a belated permit, shall absolve any person of any penalty incurred for the doing of construction or installation work without a permit.

**Sec. 8-102. Reinspection fee.**
A fee ~~of twenty dollars ($20.00)~~ shall be paid to the city for each reinspection made by the inspections department pursuant to the provisions of this article.

**Sec. 8-103. Conflict between chapter provisions and technical code provisions.**
All fees provided for in the technical codes adopted by reference in this chapter apply in lieu of the fees established herein, excepting electrical fees. Where this chapter establishes a fee not provided in any such code, then the fees adopted in this chapter shall apply; otherwise in the event of any conflict between the provisions of this chapter and any minimum standard of a technical code adopted herein by reference, this chapter shall control.

**Sec. 8-104. Article supplemental.**
The provisions of this article shall be supplemental to all sections of this Code and other ordinances of the city.

**Secs. 8-105--8-114. Reserved.**

**ARTICLE VII--BUILDING CODE REGULATIONS**
**DIVISION 1. GENERALLY-Codes and Standards Adopted.**
**Sec. 8-115. Adoption of Florida Building Code.**
(a) The Florida Building Code, as adopted by the Florida Building Commission, is hereby adopted by reference and in full, as if set out at length herein, except as hereinafter amended, modified or deleted, as the building code of the city.
(b) The construction, alteration, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached thereto located within the corporate limits of the city, shall conform to the requirements of the building code adopted in subsection (a).

**Sec. 8-115.1 Adoption of local Technical Amendments to the Florida Building Code, *Residential*. Florida Building Code, *Existing Residential*, is hereby amended as follows:**
**(a) R322.2.1 Elevation Requirements.**
1. Buildings and structures in flood hazard areas not designated as Coastal A Zones shall have the lowest floors elevated to or above the base flood elevation plus 1 foot or the design flood elevation, whichever is higher.
2. Buildings and structures in flood hazard areas designated as Coastal A Zones shall have the lowest floors elevated to or above the base flood elevation plus 1 foot (305 mm), or to the design flood elevation, whichever is higher.
3. In areas of shallow flooding (AO Zones), buildings and structures shall have the lowest floor (including basement) elevated at least as high above the highest adjacent grade as the depth number specified in feet on the FIRM plus 1 foot, or at least 3 feet ~~2 feet (610 mm)~~ if a depth number is not

specified.
4. Basement floors that are below grade on all sides shall be elevated to or above the base flood elevation plus 1 foot or the design flood elevation, whichever is higher.
Exception: Enclosed areas below the design flood elevation, including basements whose floors are not below grade on all sides, shall meet the requirements of Section R322.2.2.

**(b) R322.2.2. Enclosed areas below design flood elevation.**

Enclosed areas, including crawl spaces, that are below the design flood elevation shall:
1. Be used solely for parking of vehicles, building access or storage. Access to enclosed areas shall be the minimum necessary to allow for the parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the building (stairway or elevator).

*(Remainder of R322.2.2 unchanged)*

**(c) R322.3.2 Elevation requirements.**

1. All buildings and structures erected within coastal high-hazard areas shall be elevated so that the lowest portion of all structural members supporting the lowest floor, with the exception of piling, pile caps, columns, grade beams and bracing, is elevated to or above the base flood elevation plus 1 foot or the design flood elevation, whichever is higher.
2. Basement floors that are below grade on all sides are prohibited.
3. The use of fill for structural support is prohibited.
4. Minor grading, and the placement of minor quantities of fill, shall be permitted for landscaping and for drainage purposes under and around buildings and for support of parking slabs, pool decks, patios and walkways.

**Exception:** Walls and partitions enclosing areas below the design flood elevation shall meet the requirements of Sections R322.3.4 and R322.3.5.

(d) **R322.3.5 Enclosed areas below the design flood elevation.**

Enclosed areas below the design flood elevation shall be used solely for parking of vehicles, building access or storage. Access to enclosed areas shall be the minimum necessary to allow for the parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the building (stairway or elevator).

**Sec. 8-115.2 Adoption of local Technical Amendments to the Florida Building Code, *Building*. Florida Building Code, *Building*, is hereby amended as follows:**

**SUBSTANTIAL DAMAGE**. Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. The term also includes flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

**SUBSTANTIAL IMPROVEMENT.** Any combination of repair, reconstruction, rehabilitation, addition or improvement of a building or structure taking place during a ten–year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. For each building or structure, the ten–year period begins on the date of the first permit issued for improvement or repair of that building or structure subsequent to April 8, 2016. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.
2. Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

**Sec. 8-115.3 Adoption of local Technical Amendments to the Florida Building Code, *Existing Building*. Florida Building Code, *Existing Building*, is hereby amended as follows:**

**SUBSTANTIAL DAMAGE**. Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. The term also includes flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

**SUBSTANTIAL IMPROVEMENT.** Any combination of repair, reconstruction, rehabilitation, addition or improvement of a building or structure taking place during a **ten**–year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. For each building or structure, the **ten**–year period begins on the date of the first permit issued for improvement or repair of that building or structure subsequent to April 8, 2016. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.
2. Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

**Sec. 8-116. Adoption of National Electrical Code.**

(a) The National Electrical Code, as promulgated by the National Fire Protection Association, is hereby adopted by reference and in full, as if set out at length herein, except as hereinafter amended, modified or deleted, as the electrical code of the city.

(b) It shall be expressly understood that the standards adopted in this section shall constitute the minimum requirements for all electrical construction and all materials and appliances used in connection with the installation, maintenance and operation of electrical wiring, apparatus or equipment for light, heat or power within the limits of the city.

**(c) Additional provisions:** ~~An approved enclosure or wall space shall be provided by the architect or builder in all residences or buildings of any type, to be of sufficient size to install the electrical distribution and all apparatus and equipment connected therewith.~~ All meters on residences or dwellings shall be mounted outside. Meters located outdoors shall be placed so that the center of the meter will not be more than six (6) feet nor less than four (4) feet above grade level. Commercial or industrial meters, if located indoors, shall be placed so that the meter registers will not be more than six (6) feet nor less than four (4) feet above floor. Meters shall not be located in bathrooms, toilet rooms, restaurant kitchens or stairways. Where meters are grouped together separate raceways shall be run to each main disconnect.

**(d) The provisions of this Code shall be under the jurisdiction of, and enforced by, the chief electrical inspector and his assistants.**

**Sec. 8-117. Adoption of Standard Plumbing Code.**

(a) The Plumbing Code, adopted by the Florida Building Commission, is hereby adopted by reference and in full, as if set out at length herein, except as hereinafter amended, modified or deleted, as the plumbing code of the city.

(b) The plumbing code adopted in subsection (a) contains the minimum standards for the installation and maintenance of plumbing and appurtenances thereto within the city, and any unauthorized deviations from the code are hereby prohibited.

**(c) Additional provisions:** The use of all outdoor closets, commonly known as privies, shall be unlawful and the owner of any house, residence, store, hotel or any other building of any kind whatsoever shall be required to forthwith remove any such outdoor closets or privies and immediately install adequate plumbing facilities in accordance with the provisions of this article.

**(d) The provisions of this article shall be under the jurisdiction of, and enforced by, the plumbing inspector and his assistants.**

**Sec. 8-118. Adoption of Standard Gas Code.**

(a) The Gas Code, as adopted by the Florida Building Commission, is hereby adopted by reference and in full, as if set out at length herein, except as hereinafter amended, modified or deleted, as the gas code of the city.

(b) The gas code adopted in subsection (a) contains the minimum standards for the installation and maintenance of gas systems and the appurtenances thereto within the city, and any unauthorized deviations from the code are hereby prohibited.

**(c) The provisions of this article shall be under the jurisdiction of, and enforced by, the gas inspector.**

**Sec. 8-119. Adoption of Standard Mechanical Code.**

(a) The Mechanical Code, as adopted by the Florida Building Commission, is hereby adopted by reference and in full, as if set out at length herein, except as hereinafter amended, modified or deleted, as the mechanical code of the city.

(b) The mechanical code adopted in subsection (a) contains the minimum standards for the installation and maintenance of air conditioning, refrigeration, heating and ventilation systems and all appurtenances thereto within the city, and any unauthorized deviations from the code are hereby prohibited.

**(c) The provisions of this article shall be under the jurisdiction of, and enforced by the mechanical inspector or his assistant.**

~~**Sec. 8-120. Adoption of Standard Amusement Device Code.**~~

~~(a) The Standard Amusement Device Code, 1997 edition, as promulgated by the Southern Building Code Congress, is hereby adopted by reference and in full, as if set out at length herein, except as amended, modified or deleted herein, as the amusement device code of the City.~~

~~(b) The code adopted in subsection (a) contains the minimum standards for amusement devices within the city, and any unauthorized deviations from the code are hereby prohibited.~~

~~**Sec. 8-121. Adoption of Standard for Existing High Rise Buildings.**~~

~~(a) The Standard for Existing High Rise Buildings (SSTD 3-97), 1997 edition, as promulgated by the Southern Building Code Congress, is hereby adopted in full, as if set out at length herein, except as amended, modified or deleted herein as the standard requirements for existing high rise buildings of the City.~~

~~(b) The standard adopted in subsection (a) contains the minimum standards for existing high rise buildings within the City, and any unauthorized deviations from the standards are hereby prohibited.~~

~~**Sec. 8-122. Adoption of Standard for Proscenium Curtains.**~~

~~(a) The Standard for Proscenium Curtains (SSTD 1-88), 1997 edition, as promulgated by the Southern Building Code Congress, is hereby adopted in full, as if set out at length herein, except as amended, modified or deleted herein as the standard requirements for proscenium curtains of the City.~~

~~(b) The standard adopted in subsection (a) contains the minimum standards for proscenium curtains within the City, and any unauthorized deviations from the standards are hereby prohibited.~~

**Sec. 8-123. Adoption of American Forest and Paper Association Wood Frame Construction Manual. ~~Standard Hurricane Resistant Residential Construction.~~**

(a) The **American Forest and Paper Association (AF&PA) Wood Frame Construction Manual (110 MPH Exposure B)**~~Standard for Hurricane Resistant Residential Construction (SSTD 10-99), 1999 edition, as promulgated by the Southern Building Code Congress~~, is hereby adopted in full, as if set out at length herein, except as amended, modified or deleted herein as the standard requirements for hurricane resistant residential construction of the City.

(b) The standard adopted in subsection (a) contains the minimum standards for hurricane resistant residential construction within the City, and any unauthorized deviations from the standards are hereby prohibited.

**8-124—8-129 Reserved.**

**DIVISION 2. COASTAL CONSTRUCTION CODE**

**Sec. 8-130. Title.**

The provisions contained herein shall constitute the coastal construction code for construction within the coastal building zone in the City of Panama City Beach and shall be referred to as the "coastal code."

**Sec. 8-131. General.**

The purpose of the coastal code is to provide minimum standard for the design and construction of buildings and structures to reduce the harmful effects of hurricanes and other severe storms occurring along the coastal area of the City of Panama City Beach which fronts on the Gulf of Mexico. These standards are intended to specifically address design features which affect the structural stability of the beach, dunes and topography of adjacent properties. The coastal code is site specific to the coastal building zone as defined herein and is not applicable to other locations. In the event of a conflict between this article and other provisions of this code, the requirements resulting in the more restrictive design shall apply. No provisions in this article shall be construed to permit any construction in any area prohibited by city, county, state or federal regulation.

The storing, depositing, transferring or use of red or colored clay or sand, or any other unacceptable fill material south of the north right-of-way of Front Beach Road, South Thomas Drive and Thomas Drive, is hereby prohibited. For purposes of this Section, unacceptable fill material is fill material not having a Munsell value of 7 or above, Hue 7.5YR or 10YR or 5Y, Chroma/1 or/2 (see Munsell Soil Color Charts, Kollmorgen Instrument Corp., 1994) in a washed, dry state with a mean grain size of 0.5 mm or less, but not more than ten percent (10%) silt. A Munsell value of 6 for unwashed fill material may be deposited if the owner of the land being filled or the owner's agent can show that the value will increase to a minimum of 7 after ten washings. Notwithstanding anything herein, no fill material shall be stored, deposited, transferred or used south of the north right-of-way of Front Beach Road, South Thomas Drive and Thomas Drive unless the Engineering Department first finds in writing that the proposed fill material meets the standards of this Section. Soil amendments in the top 6" soil surface for landscaping use and stone or gravel for storm drainage exfiltration systems are exempt from this Section.

**Sec. 8-132. Scope.**

(a) Applicability. The requirements of this coastal code shall apply to the following types of construction in the coastal building zone in the City of Panama City Beach.

(1) The new construction of, or substantial improvement to major structures, nonhabitable major structures, and minor structures as defined herein.

(2) Construction which would change or otherwise have the potential for substantial impact on coastal zones (i.e., excavation, grading, paving).

(3) Construction located partially within the coastal building zone.

(4) Reconstruction, redevelopment or repair of a damaged structure from any cause which meets the definition of substantial improvement as defined herein.

(b) Exceptions. The requirements of the coastal code shall not apply to the following:

(1) Minor work in the nature of normal beach cleaning and debris removal.

(2) Structures in existence prior to the effective date of the code, except for substantial improvements as defined herein.

(3) Construction for which a valid and unexpired building permit was issued prior to the effective date of this code.

(4) Construction extending seaward of the seasonal high-water line which is regulated by the provisions of Section 161.04, Florida Statutes (i.e., groins, jetties, moles, breakwaters, seawalls, piers, revetments, beach nourishment, inlet dredging, etc.).

(5) Construction of non-habitable major structures as defined herein, except for the requirements of section 8-**134**(d).
(6) Construction of minor structures as defined herein, except for the requirements of section 8-**134**(e).
(7) Structures listed in the National Register of Historic Places or the State Inventory of Historic Places.
(8) Construction for improvements of a major structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to assure safe living conditions.
(c) Applications for permits. Applications for building permits for construction in the coastal building zone and on coastal barrier islands~~, if not of normal or usual design, may~~ **shall** be required by the building official to be certified by an architect or professional engineer registered in the State of Florida. Such certifications shall state that the design plans and specifications for the construction are in compliance with the criteria established by this coastal code.

**Sec. 8-133. Definitions.**
The following terms are defined for general use in the coastal code:
*Beach* means the zone of unconsolidated material that extends landward from the mean low water line to the place where there is marked change in material or physiographic form, or to the line of permanent vegetation, usually the effective limit of storm waves. "Beach" is alternatively termed "shore".
*Breakaway wall* or *frangible wall* means a partition independent of supporting structural members that will withstand design wind forces, but which will fail under hydrodynamic, wave, and runup forces associated with the design storm surge. Under such conditions, the wall shall fail in a manner such that it breaks up into components which minimize the potential for damage to life or adjacent property. It shall be a characteristic of a breakaway or frangible wall that it shall have a horizontal design loading resistance of no less than ten (10) nor more than twenty (20) pounds per square foot.
*Building support structure* means any structure which supports floor, wall or column loads, and transmits them to the foundation. The term shall include beams, grade beams or joists, and includes the lowest horizontal structural member exclusive of piles, columns or footings.
*Coastal barrier islands* means geological surface features above mean high water which are completely surrounded by marine waters, that front upon the open waters of the Gulf of Mexico~~, Atlantic Ocean, Florida Bay, or Straits of Florida~~ and are composed of quartz sands, clays, limestone, oolites, rock, coral, coquina, sediment or other material, including spoil disposal. Mainland areas which were separated from the mainland by artificial channelization for the purpose of assisting marine commerce shall not be considered coastal barrier islands.
*Coastal building zone* means the land area between the seasonal high-water line of the Gulf of Mexico and a line one thousand five hundred (1,500) fee landward from the coastal construction control line. For mainland areas where a coastal construction line has not been established, the coastal building zone shall be the land area seaward of the most landward velocity zone (V-zone) boundary line established by the Federal Emergency Management Agency and shown on the flood insurance rate maps. For coastal barrier islands, the land area between the seasonal high-water line and a line five thousand (5,000) feet landward from the coastal construction control line or the entire island, whichever is less. For coastal barrier islands on which no coastal construction control line has been established, the land area seaward of the most landward velocity zone (V-zone) boundary line established by the Federal Emergency Management Agency and shown on the flood insurance rate maps. All land area in the Florida Keys shall be included in the coastal building zone.
*Coastal construction control line* means the landward extent of that portion of the beach-dune system which is subject to severe fluctuations based upon a one hundred-year storm surge, storm waves, or other predictable weather conditions as established by the Department of Natural Resources in accordance with section 161.053, Florida Statutes.
Construction means the building of or substantial improvement to any structure or the clearing, filling, or excavation of any land. It shall also mean any alterations in the size or use of any existing structure or the appearance of any land. When appropriate to the context, "construction" refers to the act of construction or the result of construction.

*Dune* means a mound or ridge of loose sediments, usually sand-sized, deposited by natural or artificial means, which lies landward of the beach.
*Major structure* includes but is not limited to residential buildings including mobile homes, commercial, institutional, industrial, and other construction having the potential for substantial impact on coastal zones.
*Mean high-water line* means the intersection of the tidal plane of mean high water with the shore. *Mean high water* is the average height of high waters over a nineteen-year period.
*Minor structure* includes but is not limited ~~to pile-supported, elevated dune and beach walkover structures; beach access ramps and walkways; stairways; pile-supported elevated viewing platforms, gazebos and boardwalks;~~ lifeguard support stands; public and private bathhouses; sidewalks, driveways, parking areas, shuffleboard courts, tennis courts, handball courts, racquetball courts and other uncovered paved areas, earth retaining walls; sand fences, privacy fences, ornamental walls, ornamental garden structures, aviaries and other ornamental construction. It shall be a characteristic of minor structures that they are considered to be expendable under design wind, wave and storm forces.
*Mobile home* means manufactured housing which conforms to the Federal Manufactured Housing Construction and Safety Standards or the Uniform Standards Code ANSI A-119.1 pursuant to Section 320.823, Florida Statutes.
*Nonhabitable major structure* includes but is not limited to **pile-supported, elevated dune and beach walkover structures; beach access ramps and walkways; stairways; pile-supported elevated viewing platforms, gazebos and boardwalks;** swimming pools; parking garages; pipelines; piers; canals, lakes, ditches, drainage structures and other water retention structures; water and sewage treatment plants; electrical power plants, transmission and distribution lines, transformer pads, vaults and substations; roads, bridges, streets and highways; and underground storage tanks.
*NGVD* means National Geodetic Vertical Datum-a geodetic datum established by the National Ocean Service and frequently referred to as the 1929 Mean Sea Level Datum.
*One hundred-year storm* or *100-year storm* means a shore incident hurricane or any other storm with accompanying wind, wave, and storm surge intensity having a one percent chance of being equaled or exceeded in any given year, during any one-hundred year interval.
*Seasonal high-water line* means the line formed by the intersection of the rising shore and the elevation of one hundred fifty (150) percent of the local mean tidal range above mean high water.
State Minimum Building Code means the building code adopted by a municipality or county pursuant to the requirements of Section 553.73, Florida Statutes.
***Substantial Damage* means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty percent of the market value of the structure before the damage occurred. Work on structures determined to be substantially damaged is considered to be substantial improvement, regardless of the actual repair work performed.**
*Substantial improvement* means any repair, reconstruction or improvement of a structure, the cost of which equals or exceeds a cumulative total of fifty (50) percent of the market value of the structure either:
(1) Before the repair or improvement is started; or
(2) If the structure has been damaged and is being restored, before the damage occurred.
For the purposes of this definition, "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. The terms does not, however, include either any project for improvement of a structure to comply with existing state or local health, sanitary or safety code specifications which are solely necessary to assure safe living conditions; or any alteration of a structure listed on the National Register of Historic Places or the State Inventory of Historic Places.

**Sec. 8-134. Coastal construction requirements.**
(a) General. Construction within the coastal building zone and on coastal barrier islands shall meet the requirements of this division. All structures shall be designed so as to minimize damage to life, property, and the natural environment. Assistance in determining the design parameters to minimize such damage may be found in the reference documents listed in section 8-**135**.
(b) Structural requirements for major structures.

(1) Design and construction. Major structures, except for mobile homes, shall be designed and constructed in accordance with the Florida Building Code using a fastest mile wind velocity of one hundred ten (110) miles per hour except the Florida Keys which shall use a fastest-mile wind velocity of one hundred fifteen (115) miles per hour. Major structures, except mobile homes, shall also comply with the applicable standards for construction found elsewhere in all other applicable building codes.

(2) Mobile homes. Mobile homes shall conform to the Federal Mobile Home Construction and Safety Standards or the Uniform Standards Code ANSI A-119.1, pursuant to Section 320.823, Florida Statutes, as well as the requirements of subsection (3) below.

(3) Elevation, flood-proofing and siting. All major structures shall be designed, constructed and located in compliance with the National Flood Insurance Regulations as found in 44 CFR Parts 59 and 60, or other applicable law, whichever is more restrictive. **All new construction and substantial improvements located seaward of the CCCL shall be elevated on pilings and columns so that the bottom of the lowest horizontal structural member of the lowest floor (excluding the pilings or columns) is elevated at least one foot above the base flood elevation level established by FEMA, Notwithstanding the foregoing, but in addition thereto, for all habitable structures located seaward of the CCCL, the bottom of the lowest shore-parallel horizontal structural member of the lowest floor of all new construction and substantial improvements shall be elevated to the 100-year flood elevation established by the Florida Department of Environmental Protection (FDEP). For purposes of this subsection, habitable structure means structures which (i) are designed primarily for human occupancy and (ii) are potential locations for shelter from storms.**

(c) Design Conditions.

(1) Velocity pressure. Major structures, except mobile homes, shall be designed in accordance with the requirements of the Florida Building Code using a minimum **ultimate wind speed of 140 miles per hour.** ~~fastest-mile wind velocity of one hundred ten (110) or one hundred fifteen (115) miles per hour as appropriate. All construction occurring in the Florida Keys shall use a minimum design fastest-mile wind velocity of one hundred fifteen (115) miles per hour. These minimum design pressures are as follows:~~

~~Table 1205.2A~~
~~Velocity Pressure (psf)~~
~~Building Height 60 feet or less~~
~~TABLE INSET:~~

| Mean Roof Height (ft) | Fastest-Mile Wind Velocity, V (mph) | |
|---|---|---|
| | 110 | 115 |
| 0--15 | 25 | 28 |
| 20 | 28 | 30 |
| 40 | 34 | 37 |
| 60 | 38 | 41 |

~~Table 1205.3A~~
~~Gust Velocity Pressure (psf)~~
~~Building Height Greater Than 60 Feet~~
~~TABLE INSET:~~

| | Fastest-Mile Wind Velocity, V (mph) Coastal Exposure | |
|---|---|---|
| Height (ft) | | |
| | 110 | 115 |
| 0--30 | 35 | 38 |
| 31--50 | 40 | 44 |
| 51--100 | 47 | 51 |
| 100--200 | 54 | 60 |

| | | |
|---|---|---|
| ~~200--300~~ | ~~61~~ | ~~67~~ |
| ~~300--400~~ | ~~66~~ | ~~72~~ |
| ~~400--500~~ | ~~70~~ | ~~82~~ |

(2) Foundations. The elevation of the soil surface to be used in the design of foundations, calculation of pile reactions and bearing capacities shall not be greater than that which would result from the erosion reasonably anticipated as a result of design storm conditions. Foundation design and construction of a major structure shall consider all anticipated loads acting simultaneously with live and dead loads. Erosion computations for foundation design shall account for all vertical and lateral erosion and scour producing forces, including localized scour due to the presence of structural components. Foundation design and construction shall provide for adequate bearing capacity taking into consideration the type of soil present and the anticipated loss of soil above the design grade as a result of localized scour. Erosion computations are not required landward of coastal construction control lines established or updated since June 30, 1980. Upon request the Department of Natural Resources may provide information as to those areas within coastal building zones where erosion and scour of a one hundred-year storm event is applicable.

(3) Wave forces. Calculations for wave forces resulting from design storm conditions on building foundations and superstructures may be based upon the minimum criteria and methods prescribed in the Naval Facilities Engineering Command Design Manual, NAVFAC DM-26, U.S. Department of Navy; Shore Protection Manual. U.S. Department of Army Corps of Engineers; U.S. Department of the Army Coastal Engineering Research Center Technical Papers and Reports; the Technical and Design Memorandum of the Division of Beaches and Shores, Florida Department of Natural Resources; or other professionally recognized methodologies which produce equivalent design criteria. Breaking, broken and nonbreaking waves shall be considered as applicable. Design wave loading analysis shall consider vertical uplift pressures and all lateral pressures to include impact as well as dynamic loading and the harmonic intensification resulting from repetitive waves.

(4) Hydrostatic loads. Calculations for hydrostatic loads shall consider the maximum water pressure resulting from a fully peaked, breaking wave superimposed upon the design storm surge with dynamic wave set up. Both free and hydrostatic loads shall be considered. Hydrostatic loads which are confined shall be determined by using the maximum elevation to which the confined water would freely rise if unconfined. Vertical hydrostatic loads shall be considered both upward and downward on horizontal or inclined surfaces of major structures (i.e. floors, slabs, roofs, walls). Lateral hydrostatic loads shall be considered as forces acting horizontally above and below grade on vertical or geometric surfaces shall be determined by considering the separate vertical and horizontal components acting simultaneously under the distribution of the hydrostatic pressures.

(5) Hydrodynamic loads. Hydrodynamic loads shall consider the maximum water pressures resulting from the motion of the water mass associated with the design storm. Full intensity loading shall be applied on all structural surfaces above the design grade which would affect the flow velocities.

(d) Structural requirements for nonhabitable major structures. Nonhabitable major structures need not meet the specific structural requirements of subsection (b), except that they shall be designed to produce the minimum adverse impact on the beach and dune system and shall comply with all other applicable building codes. All sewage treatment and public water supply systems shall be flood-proofed to prevent infiltration of surface water anticipated under design storm conditions. Underground utilities, excluding pad transformers and vaults, shall be flood-proofed to prevent infiltration of surface water expected under design storm conditions or shall otherwise be designed to function when submerged under such storm conditions.

(e) Structural requirements for minor structures. Minor structures need not meet the specific structural requirements of subsection (b), except that they shall be designed to produce the minimum adverse impact on the beach and dune system and shall comply with all other applicable building codes.

(f) Location of construction. Construction, except for elevated walkways, lifeguard support stands, piers, beach access ramps, gazebos and coastal or shore protection structures, shall be located a sufficient distance landward of the beach to permit natural shoreline fluctuations and to preserve dune stability. Construction, including excavation, may occur to the extent that the natural storm buffering and protection capability of the dune is not diminished.

(g) Public access. Where the public has established an accessway through private lands to lands seaward of mean high tide or water line by prescription, prescriptive easement, or other legal means, development or construction shall not interfere with such right of access unless a comparable alternative accessway is provided. The developer shall have the right to improve, consolidate or relocate such public accessways so long as they are:
(1) Of substantially similar quality and convenience to the public;
(2) Approved by the local government and approved by the Department of Natural Resources whenever improvements are involved seaward of the coastal construction control line; and
(3) Consistent with the coastal management element of the local comprehensive plan adopted pursuant to Section 163.3178, Florida Statutes.

**Sec. 8-135. Reference.**
Assistance in determining the design parameters and methodologies necessary to comply with the requirements of this chapter may be obtained from:
Shore Protection Manual, U.S. Army Corps of Engineers, 4th edition.
U.S. Department of Army, Coastal Engineering Research Center's Technical Papers and Reports.
Florida Department of Natural Resources, Division of Beaches and Shores Technical and Design Memoranda.
Naval Facilities Engineering Command Design Manual, NAVFAC DM-26. U.S. Department of the Navy.
Coastal Construction Manual, Federal Emergency Management Agency, February, 1986. (Please note that the wind design section is based upon the 1982 edition of the Standard Building Code with the 1984 accumulated amendments and not the 1985 edition of the Standard Building Code with the 1986 revisions as required by Section 161.55(1)(d), Florida Statutes.)

**Secs. 8-135--8-149. Reserved.**

**DIVISION 3. BUILDING RELOCATION CODE**
**Sec. 8-150. Moving buildings or other structures--Permit requirements.**
No permit for the moving of buildings or other structures shall be issued without inclusion in the permit of location to which the building or other structure for which the permit shall be issued shall be moved within the city, which location must be within an area of the city affirmatively zoned to permit such importation of structure. No structure shall be moved into the city until area or areas of the city are so zoned.

**Sec. 8-151. Relocation Requirements.**
No person shall relocate or cause to be relocated any building, structure or other real estate improvements to any location within the City unless:
(1) Those portions of the improvements to be relocated meet or exceed the standards established by all current and applicable building and safety codes of the City, as evidenced by the certification of an architect or structural engineer registered and licensed to practice in Florida;
(2) In the event any portion of the improvements to be relocated does not meet current structural standards for internal and external loading, the improvements shall not be relocated until such standards are met, as evidenced by the certification of an architect or structural engineer registered and licensed to practice in Florida.
(3) In the event any portion of the improvements to be relocated does not meet applicable building and safety code standards (except structural loading), the improvements shall not be relocated until the applicant shall have filed with the City plans and specifications to bring the improvements into compliance after relocation, and obtained a permit for such work as provided by law.
(4) The applicant shall have filed with the City foundation plans and specifications for the relocated improvements, including all measures to connect the improvements to the new foundation, and obtained a permit for such work as provided by law.
(5) The applicant shall have filed with the City a site plan, utility plan, and drainage plan for the relocated improvements which must comply with all applicable land development regulations, and obtained a permit for such work as provided by law.

(6) The applicant shall have specified the intended use of the relocated improvements which must comply with all applicable land use regulations.
(7) All other applicable provisions of law and regulation are met, the requirements of this law being cumulative and in addition to such provisions.

**Sec. 8-152. Compliance by moved buildings.**

(a) The chief electrical inspector shall require the electrical outlets and fixtures in all buildings or houses which are moved from place to place within the city or which are moved from without the city to a location within the city to be brought up to the requirements and specifications contained in this article for new structures, prior to the issuance of a permit for occupancy or use of the building or structure.
(b) The plumbing inspector shall require the plumbing and the fixtures in all buildings or houses which are moved from place to place within the city or which are moved from without the city to a location within the city, to be brought up to the requirements and specifications contained in this article for new structures, prior to the issuance of a permit for occupancy or use of the building or structure.
(c) The gas inspector shall require the gas fixtures in all buildings or houses which are moved from place to place within the city or which are moved from without the city to a location within the city, to be brought up to the requirements and specifications contained in this article for new structures, prior to the issuance of a permit for occupancy or use of the building or structure.
(d) The mechanical inspector shall require the air conditioning, refrigeration, heating and ventilation systems in all buildings or houses which are moved from place to place within the city or which are moved from without the city to a location within the city, to be brought up to the requirements and specifications contained in this article for new structures, prior to the issuance of a permit for occupancy or use of the building or structure.

**Sec. 8-153. Enforcement.**

(a) No person shall relocate or cause to be relocated any building, structure or other real estate improvements without obtaining a permit therefore from the City upon application in such form as shall be prescribed by the building inspector to facilitate compliance with this law, and paying a non-refundable application fee in the amount of $150.00.
(b) Upon receipt of such completed application, the building inspector or his designee shall inspect the improvements prior to the relocation in order to confirm that the requisite certifications, plans, and specifications filed by the applicant comply with this law. If this and all other applicable provisions of law have been met, the relocation permit and all required building permits shall be issued at the same time.
(c) If the relocated improvements are not brought into compliance with all applicable building and safety codes such that a certificate of occupancy could be issued within ninety (90) days after relocation, then the structure shall be deemed a nuisance subject to demolition and removal as such pursuant to the procedures contained in Chapter 15 of this Code. The condition of obtaining permission to relocate a substandard improvement to a new location within the City is that such improvement will be made to conform to current, applicable building and safety standards within ninety (90) days after the relocation, failing which the City may order the work to be completed under the procedures specified in Chapter 15 of this Code, and if the work is still not completed within the time allowed the City may demolish or remove the structure at the owner's expense as specified in Chapter 15.
(d) Any person in violation of this law shall be guilty of a municipal offense punishable as provided by Section 1-12 of this Code.

**8-154-8-178 ~~169~~ reserved.**

**~~DIVISION IV--REGULATING COMMUNICATIONS NETWORKS IN THE CITY~~**
**~~Sec. 8-170. Short Title.~~**
~~This law shall be known as the Panama City Beach 800 Megahertz Ordinance.~~

**~~Sec. 8-171. Definitions.~~**

(a) Building Permit shall mean any permit issued by the City to an owner, contractor or sub-contractor for the repair, replacement or improvement of improved or unimproved land.
(b) Change of Use means any change of the permitted use of a premises determined by reference to the City's Land Development Code, as amended from time to time, which Change of Use as a matter of law or practicality requires an increase of fifteen percent (15%) or more in the size of the Vehicular Use Areas associated with such premises.
(c) City Communication Network shall mean those frequencies necessary to conduct communications for law enforcement activities, for emergency medical treatment, for fire suppression, for carrying on the business of government, and for providing communication in time of hurricane and other disasters. The City's police, fire, and emergency services providers shall determine the frequency range or ranges that must be supported.
(d) Large Scale Building means any structure intended for human occupancy which is greater than three (3) stories or fifty (50) feet in height, or which has an assembly, mercantile, business or educational classification that exceeds fifteen thousand square feet in area and an occupant content of greater than five hundred (500) persons.
(e) New Development means construction of improvements to essentially vacant land, regardless of whether preexisting improvements have been removed from such land, that as a matter of law or practicality require one or more Vehicular Use Areas.
(f) Redevelopment means one or more expansions or renovations to one or more existing Buildings on a premises which in the aggregate will equal or exceed an aggregate expansion equal to or exceeding thirty-five percent (35%) of the total Building square footage existing on August 27, 1998.

**Sec. 8-172. Radio Support for City Communications Network required.**
Buildings and structures shall not interfere with the City's Communication Network. Existing developments shall be modified to accommodate the needs of the City's communication network. No New Development, Redevelopment or Change of Use of any Large Scale Building shall be permitted unless there is contained in the application for a building permit a certification by the applicant that he will modify or enhance at his expense that building to eliminate any interference the development would create or otherwise accommodate and support the needs of the City's Communication Network.
(1) A blueprint showing the location of the installed system and associated antenna systems which includes a view showing building access to the amplification equipment; and
(2) Schematic drawings of the electrical, backup power, antenna system and any other associated equipment relative to the installed system including panel locations and labeling; and
(3) A technical compliance certificate completed and signed by the installer of the radio amplification system.

**Sec. 8-173 Enforcement.**
(a) Administration: The provisions of this Article shall be under the joint jurisdiction of the City's Building and Planning and Fire and Police Departments, and may be enforced by the Building Inspector, the Code Enforcement Officer, the Fire Chief or his designee, or any law enforcement officer. The Building Inspector, the Code Enforcement Officer, the Fire Chief or his designee, or any law enforcement officer shall have the right to enter onto property, after obtaining the property owner's consent or other lawful authority, to conduct field testing to be certain the required level of radio coverage is present to support the City's Communication Network.
(b) Penalty: Any person determined to have willfully failed to comply with any provision of this Article, or who knowingly makes any false statements, representations or certification in application, record, plan or other document filed or required to be maintained pursuant to this Article, shall be guilty of an offense punishable as provided in Section 1-12 of the City Code. Each day that such a violation or failure shall continue shall constitute a separate offense. This penalty is in addition to any other remedy available to the City.

**Sec. 8-174. Determination of Nuisance.**
(a) The City finds and determines that any occupation, use or maintenance of a Large Scale Building which does not support the City's Communication Network or which interferes with or causes interference

with the ability of adjacent Large Scale Buildings to support the City's Communication Network constitutes a Nuisance under City Code Section 15-17(4).

(b) When the Building Inspector, Code Enforcement Officer, Fire Chief or any law enforcement officer verifies the existence of a nuisance, it shall be his duty to promptly prepare and submit to the city manager the notice and order required by this article. The city manager, with assistance of the city attorney, shall determine the owner of record of the real estate upon which the nuisance is located, and send a notice and order of abatement thereto.

(c) The notice and order of the inspector shall require the installation of an in-building radio amplification system, and any other such measures as are reasonably necessary to abate the nuisance.

(d) The required notice and order shall be in writing, signed by the inspector, with an accurate description of the nuisance and a legal description of the realty where it is located, including the street address, and shall state what the inspector orders to be done about the condition and the date within which the work ordered to be done is to be completed. The notice and order shall state that it may be appealed within thirty (30) days by written application to the inspector.

(e) It shall be the duty of the city manager to see that the notice and order required by this section are delivered to the interested parties by personal delivery of a copy thereof to the party to be notified, by leaving a copy at his usual place of abode with some person of the family above fifteen (15) years of age and informing that person of the contents thereof, by either registered or certified United States mail with return receipt requested, or if the name of any such party or his place of resident or his post-office address cannot be ascertained after diligent search or in the event a notice sent by either registered or certified mail shall be returned undelivered and the person to be notified is not residing within the city, by publishing a copy thereof once a week for two (2) consecutive weeks in a newspaper of general circulation within the city. A copy of any such notice and order shall be posted in a conspicuous place at the City Hall and upon the Large Scale Building in question.

**Sec. 8-175. Extension of time to comply.**

Should the interested parties, through no fault of their own, be unable to complete compliance by the date ordered in the original notice and order nor by the extension date granted pursuant to Section 8-446(a), the interested parties may petition the City Council pursuant to Section 2-19 for an extension. The City Council may grant additional extensions of up to thirty (30) days each to abate the nuisance as merited by special hardship or unusual difficulty not caused by the interested parties.

**Sec. 8-176. City action on failure to comply.**

If the owner or other parties in interest shall fail to comply with an order made pursuant to the provisions of this article within the time therein fixed, the city, acting through the city manager, is authorized to abate the nuisance in accordance with the order, either with city forces or by independent contractor submitting the lowest and best bid.

**Sec. 8-177. Assessment of cost of abatement; lien.**

(a) Upon expiration of the thirty (30) day appeal period with no appeal having been taken, the city manager, after proceeding under this article, shall as often as may be convenient, report the action taken toward abatement of the nuisance by the city and the city council shall assess the entire cost of the action against the real property, which assessment, when made, shall constitute a lien upon the property by the city. The lien of the city shall encompass, in addition to the cost of abatement of the nuisance, all administrative, legal, postal and publication expenses as well as all other direct or indirect costs associated therewith. The lien upon the property shall be superior to all others except taxes.

(b) The city clerk, after giving notice to the county tax collector, shall file a notice of the lien in the county's official record book showing the nature of the lien, the amount thereof and an accurate legal description of the property, including the street address. The lien shall date from the date of filing and recite the names of all persons notified or interested parties. Any such lien shall bear interest from the date at the rate of ten (10) percent per annum for individuals and fifteen (15) percent for corporate owners and shall be enforceable, if unsatisfied after the expiration of two (2) years time from the date of filing any such notice of lien, as other liens may be enforced by the city. All such recorded liens shall be included in a tax deed sale and no such deed shall be issued unless full payment of principal and interest is received.

~~Upon notice of an impending county tax deed sale, the tax collector shall request the clerk of the circuit court to collect all monies due the city for the lien, together with interest.~~

SECTION 3. From and after the effective date of this ordinance, Article III, Chapter 15 of the Code of Ordinances of the City of Panama City Beach, entitled "Standard Unsafe Building Abatement Code" is hereby REPEALED.

SECTION 4. FISCAL IMPACT STATEMENT FOR SECTION 8-115. In terms of design, plan application review, construction and inspection of buildings and structures, the cost impact as an overall average is negligible in regard to the local technical amendments because all development has been subject to the requirements of the local floodplain management ordinance adopted for participation in the National Flood Insurance Program. In terms of lower potential for flood damage, there will be continued savings and benefits to consumers.

SECTION 5. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

SECTION 6. 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 7. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, declared by the courts to be unconstitutional or invalid,

such decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared.

SECTION 8. The local technical amendments proposed in Section 8-115 shall take effect as provided by law. The remainder of 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 28th day of April, 2016.

MAYOR

ATTEST:

Deputy CITY CLERK

Published in the P.C. News Herald on the 13th day of April, 2016.

Posted on pcbgov.com on the 29th day of April, 2016.

# *CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY*

| ***1. DEPARTMENT MAKING REQUEST/NAME:*** | ***2. MEETING DATE:*** |
|---|---|
| Holly White, Administration | July 13, 2023 |

***3. REQUESTED MOTION/ACTION:***

Discuss the need for two new members to be appointed to the Audit Committee and possibly nominate persons to fill the current vacant positions.

| ***4. AGENDA:*** REGULAR AGENDA | ***5. IS THIS ITEM BUDGETED (IF APPLICABLE)?:*** N/A<br><br>Detailed Budget Amendment Attached: N/A |
|---|---|
| | ***6. IDENTIFY STRATEGIC PRIORITY:*** Financial Health |

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

The City is required by FS 218.391 to maintain an Audit Committee. Resolution 20-42, Section 2, (copy attached), addresses the composition of the Audit Committee. Per the Resolution, the members should possess a basic understanding of governmental reporting and auditing and have accounting or related financial management expertise. The primary purpose of the Audit Committee is to assist the City in selecting an auditor to conduct the annual financial audit required by FS 218.39. Additionally, the Audit Committee shall meet with the City's auditor to review the annual financial statements.

Currently, the Audit Committee has two vacant seats sadly due to the passing of members Cameron Skinner and John Juchniewicz. The City solicited volunteers to fill the two vacant seats by placing a public notice on its website and the Bay County public notice website on June 26, 2023 and received no applications in response to this notice.

Staff requests that the Council nominate, either today or at a future meeting, two qualified persons to fill the current vacancies.

Audit Committee Roster.06.26.2023.pdf
Res20-42._Revising_Audit_Committee.pdf

# AUDIT COMMITTEE

Required by Statue 218.391
Resolution No. 20-42 – revising Resolution No. 15-05 which established the Audit Committee
Terms 2 years, 4-member Board selected at-large, and a Councilmember as Chair
Members shall be "qualified" as stated in Resolution 20-42 and selected and appointed by City Council

| | **Term Ending** |
|---|---|
| **Mayor Mark Sheldon, Chair**<br>Office: 850-233-5100<br>Mark.sheldon@pcbfl.gov | Appointed by Council at the 05/12/2022 Council meeting |
| ***Cameron Skinner*** | *May 12, 2024*<br>*(Reappointed by Council on 05/12/22)* |
| ***John Juchniewicz*** | *Appointed by Council to John Johnson's vacant seat on December 8, 2022 with a term ending*<br>*May 12, 2024* |
| **Zachary VanDyke**<br>zvandyke@pcbgov.com | May 12, 2024<br>*(Reappointed by Council on 05/12/22)* |
| **Lorraine Lechner**<br>Lorranie.Lechner@pcbfl.gov | June 23, 2024<br>*(Appointed by Council on 06/23/2022 To Jeremy Hinton's seat who resigned on 01/17/2022)* |

Advisory
City Manager and/or Assistant City Manager
Finance Director

**RESOLUTION NO. 20-42**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, REVISING RESOLUTION 15-05 WHICH ESTABLISHED AN AUDIT COMMITTEE; REVISING THE MEMBERSHIP OF THE AUDIT COMMITTEE; AND PROVIDING AN IMMEDIATE EFFECTIVE DATE.**

WHEREAS, in October, 2014, the City of Panama City Beach established an audit committee to, among other things, assist the City Council when selecting an auditor to conduct the annual financial audit, in accordance with Section 218.391, Florida Statutes; and

WHEREAS, the Legislature passed CS/SB 7014, which among other things, revises Section 218.391, Florida Statutes regarding the membership of a City audit committee; and

WHEREAS, CS/SB 7014 went into effect July 1, 2019, and the City finds it necessary and appropriate to revise its Resolution establishing the audit committee to conform with the revised law.

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

SECTION 1. From and after the effective date of this Resolution, Section 2 of Resolution 15-5 is revised to read as follows:

SECTION 2. The audit committee for the **City** ~~next auditor selection~~ shall consist of **one member of the City Council, who shall serve as chair of the committee,**

~~the City Manager, the Director of Finance,~~ and ~~three~~ **four qualified persons** ~~City employees~~ selected and appointed by the City **Council. Each member of the audit committee shall possess a basic understanding of governmental financial reporting and auditing, and accounting or related financial management expertise evidenced by one or more of the following: a) an understanding of generally accepted accounting principles and financial statements, b) experience in preparing or auditing financial statements of comparable entities, or c) experience with internal accounting controls. City employees may not be appointed to serve on the audit committee.** ~~Manager.~~ The **City Manager and** Director of Finance **may serve in an advisory capacity to the** ~~shall chair this~~ committee. Committee members shall serve **for two year terms,** without compensation.

SECTION 2. Except as revised by this Resolution 20-42, all other portions of Resolution 15-05 shall remain in full force and effect.

SECTION 3. This resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this 9th day of January, 2020.

Mike Thomas, MAYOR

ATTEST:

Mary Jan Bossert

Mary Jan Bossert, CITY CLERK

**RESOLUTION NO. 15-05**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, ESTABLISHING AN AUDIT COMMITTEE; DESIGNATING THE MEMBERS OF THE AUDIT COMMITTEE; ESTABLISHING THE DUTIES OF THE AUDIT COMMITTEE, AND PROVIDING AN IMMEDIATE EFFECTIVE DATE.**

WHEREAS, the City of Panama City Beach is required pursuant to Florida Statute 218.391 to establish an audit committee to assist the City Council when selecting an auditor to conduct the annual financial audit.

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

SECTION 1. The City Council of the City of Panama City Beach hereby establishes an audit committee whose purpose shall be to assist the Council in selecting an auditor to conduct the annual financial audit of the City required by Section 218.39, Florida Statutes.

SECTION 2. The audit committee for the next auditor selection shall consist of the City Manager, the Director of Finance, and three City employees selected and appointed by the City Manager. The Director of Finance shall chair this committee. Committee members shall serve without compensation.

SECTION 3. The audit committee shall have all the duties set forth in Section 218.391, Florida Statutes, regarding selection of an auditor. The audit committee shall further be tasked with attending the auditor's exit conference upon preparation of the draft audit report, and may further be tasked with the following other functions arising therefrom, including: providing recommendations for improved financial practices and

reporting, influencing appropriate action against fraud, and enhancing internal and external audit functions.

SECTION 4. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 7th day of October, 2014.

Gayle F. Oherst, Mayor

ATTEST:

CITY CLERK