PANAMA CITY BEACH CITY COUNCIL
AGENDA

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

MEETING DATE: NOVEMBER 08, 2018
MEETING TIME: 6:00 P.M.

I. CALL TO ORDER AND ROLL CALL

II. INVOCATION- PASTOR RAMON DUVALL OF THE BEACHSIDE FELLOWSHIP CHURCH

III. PLEDGE OF ALLEGIANCE- COUNCILMAN SOLIS

IV. COMMUNITY ANNOUNCEMENTS

V. APPROVAL OF THE MINUTES OF SPECIAL MEETING FOR HEIGHT INCENTIVE APPLICATIONS OF SEPTEMBER 27 AND REGULAR MEETING OF OCTOBER 25, 2018

VI. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS

VII. PRESENTATIONS- COUNCILMAN SOLIS
1 BOYS & GIRLS CLUB CIVIC ACHIEVEMENT AWARD

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

IX. CONSENT AGENDA
1 RESOLUTION 19-17, BID AWARD- POLICE DEPARTMENT FLEET VEHICLES PURCHASE. "A Resolution of the City of Panama City Beach, Florida, authorizing the purchase of 10 Ford Explorer Police Interceptors from Beck Auto Sales in the total amount of $319,000; and providing an immediately effective date."

2 RESOLUTION 19-18, BID AWARD- CONSERVATION PARK FY 18/19 AND FY 19/20 LONGLEAF PINE ECOSYSTEM RESTORATION PROJECT. "A Resolution of the City of Panama City Beach, Florida, approving an Agreement with Panhandle Land Management Services in an amount not to exceed $115,000, inclusive of all services using per acre rates and hourly rates for the Conservation Park FY18/19 and FY19/20 Prescribed Burning/Seedling Planting Project."

X. REGULAR AGENDA - DISCUSSION/ACTION

NO. OFFICIAL ITEM
1 ML ORDINANCE 1475, AMENDING LDC REPEALING HEIGHT INCENTIVES, 1ST READING, PUBLIC HEARING.

2 MG RESOLUTION 19-15, POLICE-OUTREACH PROGRAM TO FIGHT AGAINST SPEED & AGGRESSIVE DRIVING GRANT AWARD & BUDGET AMENDMENT #3.

3 MG RESOLUTION 19-16, BID AWARD- DISASTER RECOVERY ADMINISTRATIVE SERVICES FOR FEDERAL DISASTER GRANT MANAGEMENT CONSULTING.

4 ML ORDINANCE 1479, AMENDING LDC RELATED TO TRADITIONAL NEIGHBORHOOD OVERLAY DISTRICTS, 1ST READING.

1 of 2
Reg Mtg Agenda
November 08, 2018
XI. DELEGATE AND STAFF REPORTS

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

ATTORNEY REPORT.

CITY MANAGER REPORT.

COUNCIL COMMENTS.

ADJOURN.

In an effort to conduct your Council meetings in an orderly and expedient manner, we respectfully request that you wait until the Chair recognizes you to speak, then come to the podium and state your name and address for the record.

E-mailed to interested parties and posted on the website on: 11/6/18, 2 P.M.

NOTE: COPIES OF THE AGENDA ITEMS ARE POSTED ON THE CITY’S WEBSITE WWW.PCBGOV.COM.

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

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

If a person decides to appeal any decision made by the City Council with respect to any matter considered at the meeting, if an appeal is available, such person will need a record of the proceeding, and such person may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is based. Sec. 286.0105, FS (1995)
DRAFT MINUTES
Mayor Thomas called the Special Meeting to order at 10 A.M. with Councilman Casto, Councilman McConnell, and Councilman Solis, the City Manager, City Clerk and City Attorney present.

Councilman McConnell led the Pledge of Allegiance. Councilman Chester joined the meeting.

ITEM NO. 1 BY THE SEA RESORTS, INC., HEIGHT INCENTIVE APPLICATION, SOUTH SIDE OF SHALIMAR RETREAT, 17561, 17607 AND 17609 FRONT BEACH ROAD. Mr. Leonard said this Height Incentive Request was considered by the Planning Board which recommended approval for a height of 190'. Ms. Myers asked for Jennings Disclosures.

Councilman Solis said he knew where the property was located, had spoken with Staff and received dozens of calls and letters and spoke with one of the property managers. Councilman McConnell said he knew the location, talked with Staff and received multiple emails and phone calls from residents. Councilman Casto said he knew the property’s location, had spoken with Counsel and City Manager, and received approximately six emails and phone calls, all opposed to the request. Councilman Chester said he had spoken with Staff, Mr. Davis, Ms. Myers, Mr. Gisbert, and he knew the property’s location. He also received emails, phone calls, and text messages. Mayor Thomas said he met with Staff, the owners and operators of the property, and several nearby residents and received emails and text messages.

Mayor Thomas invited Mr. Robert Carroll to the podium to explain the application requesting up to 220’. Mr. Carroll displayed drawings and outlined the proposed incentives. Mayor Thomas asked if there were questions from the Council members.

Councilman Casto said he did not like incentives but the Code currently allowed their request. Councilman Chester reminded that incentives were not guarantees. Councilman McConnell said he would not like the City changing the rules after someone bought property but the Height Incentive policy changes were separate from the decisions being made today. Councilman Solis said ten years ago, the City realized that it had been over-built with 22 story buildings. Three years ago, this property had been in the FBO-2 District which only allowed 65’ maximum height, and the prior Council allowed that change. Mayor Thomas said he did not want anything to erode the quality of life here. He said incentives were wrong and the City could not afford to enforce the incentives. He said the City allowed developers to buy properties with those expectations which was not fair. He opened the Public Hearing at 10:24 A.M. and invited comments from the audience.

Mr. Ted Liberty, 178 Cobb Road. Mr. Liberty spoke of the traffic on Cobb Road and safety, devaluing his property, and jeopardizing his small neighborhood. Mayor Thomas explained that it was against the law for the Council to consider traffic congestion in their decision because the developer would pay an impact on the roads. He elaborated.

Ms. Lori Philput, 17614 Front Beach Road. Ms. Philput said she represented homeowners in Endless Summer and voiced their concerns of where they would go on the sandy beach. The east end of the island was crowded and why she purchased on the west because it was quieter with space on the sand. She spoke of pedestrian and vehicular traffic, and the project’s driveway being directly across from their entrance.
Ms. Debbie Luckie, 16823 Innocente. Ms. Luckie spoke of traffic and that she could not see how the incentives would benefit their neighborhood. She said this would be a detriment to the neighborhoods.

Mr. Richard Shindler, 17108 Guava Avenue. Mr. Shindler said spoke of traffic congestion and urged lowering the density to six, eight, and ten story buildings. He said it would hurt his quality of life.

Ms. Barbara Vecrumba, 11800 Front Beach Road. Ms. Vecrumba said other hotels were 150' and higher hotels brought more traffic and more people.

Mr. Earl Polmeroy, 17545 Front Beach Road. Mr. Polmeroy spoke of his concerns for the beach accesses and safety for the additional people crossing Front Beach Road.

Ms. Lynetta Hill, 17614 Front Beach Road. Ms. Hill urged not to saturate the area, spoke of traffic and crowds and the higher project would not benefit the community.

Ms. Genese Hatcher, 203 S. Wells St. Ms. Hatcher made comments about the prior 4' resident height incentive which had been denied and urged fairness.

Ms. Smith stated that a petition with forty-two (42) names had been presented opposing the application and would be entered into the record.

With nothing further, the Public Hearing was closed at 10:50 A.M. The Mayor invited Mr. Carroll to address any of the comments.

Mr. Carroll said there would be adequate public beach in front of the development, and during the Planning Board meeting, they agreed to relocate the parking deck main access to Front Beach Road, not the side road. Mr. Carroll added that the developers purchased this property knowing the history of height incentives being granted. He agreed that they knew it was not a right.

Councilman Casto asked about a time limit on the approval. Ms. Myers said nothing in the Code put a time limitation on the approval. She said the Council did have the authority to approve or approve with conditions and would need to assert the time limit as part of the motion.

Mayor Thomas asked if the developer considered a road to Back Beach Road. Mr. Carroll said there was a wide wetland in the rear and they would have to evaluate a dredge and fill permit. The Mayor stated that eight hundred new beds would be added to the north side of Front Beach Road and those people would also use that beach. He said he was concerned with the availability of enough beach to give a good experience.

Councilman Carroll said the developer planned pools for the Retreat expansion, meeting rooms, and two gymnasia for the kids. The area had many things to do and the kids would not spend all their time on the beach. Mayor Thomas said he understood.

Councilman Solis questioned the public interests and the amount of rooms taxing the Police and Fire Departments and the infrastructure. He said a month ago, the Council members opposed Height Incentives and why it was fair to deny a resident a Height Incentive but yet consider a business. He said he found no public interests in these heights. Councilman Solis made the motion to deny the Height Incentive Application.

Councilman McConnell asked Mr. Allen, the resident who was denied a Height Incentive Application, if the building was meant for his personal home. Mr. Allen replied no. Councilman McConnell asked Ms. Hatcher if she had meant to live in any of her buildings. She replied no. Councilman McConnell said he saw no difference in these properties and those discussed earlier. Regarding the public good, he said there were items which he did not consider public good such as the landscaping requirements, potable water, and green development. He suggested a compromise, removing the landscaping and reducing the height to 185'. The Mayor asked if there was a Second. Hearing none, the motion failed for lack of a Second.

Councilman Solis made a new motion to reduce the height to 170' with all incentives if the developer would guarantee a road from Panama City Beach Parkway to the property. Ms. Myers said her concern was if FDOT or the City controlled the access point. The City could not condition an approval on a permit from another Agency. Mr. Gisbert clarified that the developer owned the land to Panama City Parkway and the storage yard which already had an access to the Parkway. The question would be whether they could obtain a dredge and fill permit to cross the wetland. Mr. Carroll stated that he felt they could obtain the permit but would want the height to be 220' because the additional traffic would be relieved by using the new access. The Mayor asked for a Second. Hearing none, the motion failed for lack of a Second.
Councilman McConnell made the motion to approve the height at 185’ with the landscaping removed and only the public benefits approved. Second was by Councilman Casto. With no further discussion, the motion passed by majority roll call vote recorded as follows:

- Councilman McConnell: Aye
- Councilman Solis: Nay
- Councilman Casto: Aye
- Councilman Chester: Nay

Mayor Thomas asked the developer if he would have the exit to Panama City Beach Parkway. He was told yes.

Mayor Thomas: Aye

ITEM NO. 2 BY THE SEA RESORTS, INC., HEIGHT INCENTIVE APPLICATION, SOUTH SIDE OF FRONT BEACH ROAD, EAST OF SR 79 INTERSECTION AT 17101 AND 17001 FRONT BEACH ROAD. Ms. Myers asked for the Jennings Disclosures. Councilman Solis said he knew the property location, had talked with Staff, received dozens of calls and emails, and spoke with one of the representatives of the property. Councilman McConnell said he knew the property, talked with Staff, and had received two emails. Councilman Chester spoke with Staff, Ms. Myers and Mr. Gisbert, received emails, couple of phone calls, one text message, and knew the property location. Mayor Thomas said he spoke with the developer and Mr. Carroll, received numerous emails and phone calls, and spoke with Staff. Councilman Casto said he knew the property location and talked with Mr. Gisbert, Ms. Myers and Mr. Davis, Mr. Leonard and Ms. Chester.

Mr. Leonard said the Planning Board had heard this matter on August 13th and recommended a total building height of 195’ with five of the eleven incentives requested.

Mr. Robert Carroll said the developer was requesting Height Incentives for a total height of 220’. Its location was east of SR 79 and adjacent to the existing Beachcomber. He listed the amenities, such as a dedicated twenty-space public parking for beach access and seventeen golf cart spaces. He said they would add another public restroom which they would maintain and an outdoor covered pavilion. Mayor Thomas asked if there was a timeline on their projects. Mr. Carroll said they were trying to get these remodels in line, but a 2-4 or 2-5 year window at most. The owner spoke of the three ongoing projects, each taking about two years.

Mr. Gisbert said the parking would be a great asset but could also be some level of complications. He said this was a transfer of land, so the parking would become City-owned, and within the Agreement being negotiated, the Council could stipulate that the developer maintain the parking spaces, or the City meter the public parking, or the developer meter the spaces. He said there needed to be some level of control on the parking or it could become a detriment.

Mayor Thomas said the only access to the parking would be from the side street, not Front Beach Road. Mr. Carroll agreed and said the intent would be more for the neighborhood residents to use those parking spaces. Councilman Chester asked if the City-owned spaces would be metered. Mr. Gisbert said that would be at the City’s discretion. Mr. Gisbert recommended that they be metered, otherwise the spaces would be abused and used as storage. The Mayor asked if there were any further questions and there were none. He opened the Public Hearing at 11:20 A.M.

Mr. Robert Shindler, 17108 Guava Ave. Mr. Shindler spoke of the increased density near the “Y”, negatively impacting his quality of life and a too intensive use of the property and the beach behind the resort.

Ms. Barbara Vecrumba, 11800 Front Beach Road. Ms. Vecrumba commented that the request was not a guarantee. She urged the Council to remember the taxpayers’ rights.

Ms. Julie Skillington, 16816 Junipero Ave. Ms. Skillington said she presented the petition with comments about too much density, impossible traffic, and no room for the locals on the sandy beach. She urged the Council to remember the taxpayers’ rights.

Ms. Debbie Luckie, 16823 Innocente. Ms. Luckie repeated her previous comments and said the parking garage would empty out into her neighborhood. She urged denial.

With nothing further, the Public Hearing was closed at 11:30 A.M.

Councilman Casto asked Mr. Carroll about changing the plans to ensure the parking egress would not go into the neighborhood. Mr. Carroll stated that they would change the access to Front Beach Road.
Mayor Thomas said he opposed this project because of its effect on the neighborhood. He said prior Councils set up expectations that a developer would be approved for Height Incentives if requested, and he understood people bought property with those expectations. However, this property had been in his possession for many years, not bought with the expectation of approved Height Incentives. He asked for the developer's comments.

The developer said that he did not disagree with Mayor Thomas and that the owners cared about the community, buying the property about forty years ago. Mr. Carroll added that heights were up to 220' when the property was purchased.

Councilman Solis spoke of public interests with its close proximity to the neighborhoods. He said it was not in the public interest and taxed the infrastructure.

Councilman Solis made the motion to deny the Height Incentive request. Second was by Councilman Casto. Councilman Casto said he agreed with the Mayor in that it was so close to the neighborhood. There were no comments from the other Council members. The motion passed by unanimous roll call vote recorded as follows:

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

ITEM NO. 3 BY THE SEA RESORTS, INC., HEIGHT INCENTIVE APPLICATION, 11815 AND 11827 FRONT BEACH ROAD. Mr. Leonard said the Planning Board considered their application at the August 13th meeting and recommended 190' with six of the eleven Height Incentives approved. The Mayor asked if there were any questions for Mr. Leonard and there were none.

For the Jennings Disclosures, Councilman Solis said he knew the property location, had spoken with several dozen residents through emails and calls, spoke with Staff and met with one of the agents of the property. Councilman McConnell said he knew the property location and received no comments about this property. Councilman Casto said he knew the property location, had spoken with Ms. Myers and Mr. Davis, Mr. Gisbert, Mr. Leonard, Ms. Chester, and received emails on this issue. Councilman Chester said he knew the property's location, spoke with Staff, both attorneys, and the City Manager. Mayor Thomas said he spoke with Staff and the developer, received emails, and talked with people at the restaurant.

Mr. Carroll said this request was to increase the height to 220' and this project was different. Previously, the site had two hotels and the one on the western side received a Height Incentive Approval for 220'. He said this application was for the project as a whole to be 220'. He listed the Incentives used for the additional height and said there were no nearby neighborhoods.

Councilman Solis asked if the 220' had been approved two to three years ago. He remembered seeing the renderings at that time and recollected that this drawing looked different now due to a different developer but the same incentives. Mayor Thomas said it was a condo development at the time. Councilman Solis recommended time frames. Mayor Thomas said it set a bad precedent if no time lines and one should have been set for Item #1. Discussion ensued.

Councilman McConnell asked for a timeline for breaking ground. The developer stated he could not give a date. With nothing further, Mayor Thomas opened the Public Hearing at 11:45 A.M.

Ms. Barbara Vecrumba, 11800 Front Beach Road. Ms. Vecrumba questioned the developer not having a timeline for the project and stated they were making a mockery of the City Council.

Mr. Richard Shindler, 17108 Guava Ave. Mr. Shindler said his previous comments still applied and said the developer wanted to rush an approval before the rules changed. He said no one could know the shape of the City's infrastructure in the future when the project began development. He said the residents would suffer with a decline in their quality of life.

Mr. Pete Moralli, 11807 Front Beach Road. Mr. Moralli spoke of Destin being over-developed and questioned if Panama City Beach wanted to be considered the same.

With no further comments, the Public Hearing was closed at 11:54 A.M.
Mayor Thomas asked Mr. Leonard if the Planning Board was reviewing the parking requirements. Mr. Leonard said Staff was working on a draft but it was not complete, and they should have something for the next Planning Board meeting.

Councilman Solis said he viewed this area differently and was concerned that the drawing was a 500' wall with no architectural intrinsic values. He said it would create a tunnel-like look. Councilman Solis made the motion to deny the Height Incentive Application. Mayor Thomas called for a Second. The motion failed for lack of a Second.

Councilman McConnell made a motion to approve the height of 185', removing the landscaping and green incentives, with an expiration of three (3) years. Councilman McConnell said he looked at this project differently because it was in the Tourist Corridor and no nearby residential area. Second was by Councilman Chester. The Mayor asked for further discussion.

Councilman Solis commented about the 500' wall and the First Responders being taxed for the additional people. Councilman McConnell said 35' was a good compromise. With no further comments, the motion passed by majority roll call vote recorded as follows:

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

ITEM NO. 4 RESORT HOSPITALITY ENTERPRISES, LTD., HEIGHT INCENTIVE APPLICATION, 9500 AND 9600 SOUTH THOMAS DRIVE. Mr. Leonard said the Planning Board considered this request at the August 13th meeting and recommended approval to 220' with all incentives offered. He disclosed that his wife worked for Royal American Beach Getaways which was affiliated with the applicants on these next two items.

For the Jennings Disclosures, Councilman Solis said he knew the properties location, spoken with many citizens, received many emails and had spoken with Staff. Councilman McConnell said he spoke with Staff, knew the properties locations, and received no input from the residents. Councilman Casto said he knew the properties location, spoke with Ms. Myers, Mr. Davis, Mr. Gisbert, Mr. Leonard and Ms. Chester, and had not spoken with the owner of the property. Councilman Chester said he knew the properties location, spoke with Staff, both attorneys, and Mr. Gisbert and received no emails or phone calls. Mayor Thomas said he knew the properties location, may have spoken with the engineers, and had not spoken with the owners.

Mr. Carroll said these last two projects were unique compared to the previous projects. He said this project was located at Boardwalk on Thomas Drive and where the CRA had already improved the roadways. Everything to relieve traffic congestion had already been done in this area. He said there were twenty-five acres within the property, and the owners had always had plans to take the old hotels and redevelop them into condos. One tower was already built, and the first project was on the west side of the existing Boardwalk Beach Resort. He said they proposed cross-access easements, all projects working as a full resort. He explained the amenities and their proposal for public parking (36 spaces) and an expanded beach access all the way to Thomas Drive. Mr. Carroll said the area was already improved and had been Master Planned years ago when the Development Order was submitted for the first tower. He said they wanted the 220' because these were condos, not as dense as hotels. Mayor Thomas asked if the existing hotels would be removed and Mr. Carroll replied affirmatively and the new resort would be the same theme as the other tower.

Councilman McConnell asked for an approximate numbers of rooms in comparison to the existing hotel. Mr. David Chapman, Royal American, explained the 2003 Master Plan with nearly 1000 units, but he was not sure they would build that many today due to times changing. He said he could not give a specific number of rooms on this project. He added that condo docs were filed with the State in 2005 that contemplated all of the property and rights were preserved in those docs. He said they were actively moving forward with the project. Councilman McConnell asked the timeline for this project, and Mr. Chapman said as soon as possible.
Councilman Casto asked about the existing foundation on site and Mr. Chapman said that was from 2006 and was for the other application. Mr. Chapman said it was a different application but one piece of property with one owner. The Development Order was in place until 2014 with infrastructure in the ground. Mr. Carroll said they were offering 106' of Incentives to reach the maximum height of 220'.

Mayor Thomas said Mr. Chapman felt they had certain rights that were different to other people's rights. He asked Ms. Myers in her opinion if the City was obligated by the past decisions on that property. Ms. Myers said if the Development Order expired in 2014, she would say no. Mayor Thomas asked about the existing slab. Ms. Myers said if the foundation was structurally sound and could support a 220' building, she imagined it could support a 150' building. She added that Mr. Chapman alluded to condo documents in place since 2005, which may have created the expectation in the owners who bought condos at that time. She said she did not feel she could give an opinion on what vested rights he may or may not have. She added that it was not part of the application and had nothing to verify it.

Councilman Solis asked if the City was on legal ground to make the decision for the 150' related to the Bert Harris Act. Ms. Myers said if the owners could establish a vested right, then the City would have some exposure. She said there was not an automatic Bert Harris claim in the 220' merely because the Code contemplated the ability to go up to 220'. Now if the City denied him the ability to build less than 150', there would absolutely be some Bert Harris exposure. Without knowing more, Ms. Myers said she did not believe they had the vested right above 150'. Councilman McConnell asked Ms. Myers if this exposed the City to the risk. Ms. Myers said if it was critical, she would ask to continue the Hearing so that she could meet with their attorneys, get that opinion, and review the documents.

Mr. Chapman said his comments were not suggesting a future fight but that he wanted to address the timing of the submittal and to acknowledge that they were not suddenly erecting a building next to people that did not already have an expectation of this building. He continued that the condo docs contemplated an overall community property area, and within that area the rights of ingress and egress and interconnectivity of the resort. Councilman Solis said he did not see where that would be a legal right because docs were set with the expectation of a planned community. Ms. Myers said the review of condo documents was not part of the City's process. Councilman Solis said the Council was on solid ground because the Incentives were not a guarantee and Ms. Myers said yes. With no further questions, Mayor Thomas opened the Public Hearing at 12:20 P.M.

Ms. Sharon Boyk, 8727 Thomas Drive. Ms. Boyk made comments about the infrastructure, the lift station on Joan Avenue and the smell. She said the major problem in the area was the horrendous smell from the lift station and asked where the additional sewage would go. The Mayor invited her to meet with the City Manager after the meeting.

Mr. John Lewis, 2802 Whisper Wood Lane, Royal American. He explained that the developer would widen the 10' easement to 20', make it usable, and add public parking. He said there were no nearby public parking lots. He said they would also add parking for the nearby walking park at the curve to help the citizens.

With nothing further, the Public Hearing was closed at 12:28 P.M.

Councilman Solis made the motion to deny all Incentives. He said he wanted to stay consistent and was concerned about the infrastructure. The Mayor asked for a Second. Hearing none, the motion failed for lack of a Second.

Councilman Chester said this was a unique piece of property and the parking for the citizens was a benefit. He said this project already had existing rooms and a trolley lane was already in place. Councilman Chester made the motion to approve the Incentives. Second was by Councilman Casto. The Mayor asked for comments. Councilman McConnell asked if a time line would be part of the motion. Councilman Chester said five years. Mayor Thomas said he understood the comments about parking but as a Council, the members must be very careful with parking. He said many places had issues with public parking and explained that anybody from anywhere could park there. He said the beach accesses were originally in place for the residents on the north side to be able to come to the beach. He mentioned the problems in Walton County and sometimes public parking could be a public problem. Mr. Chapman said they would monitor the public parking since it was on their property. The Mayor said the problem
would be on the beach. Councilman Chester said he receives complaints from residents not being able to park to go to the beach. The Mayor asked if there were further comments, and there were none. The motion failed by majority roll call vote recorded as follows:

   Councilman McConnell Nay
   Councilman Solis Nay
   Councilman Casto Aye
   Councilman Chester Aye

Mayor Thomas said he thought this property was unique because they were taking down existing buildings but agreed that the Incentives were wrong. He would agree to a compromise.

   Mayor Thomas Nay

Councilman Chester made the motion to increase the height to 185'. Second was by Councilman McConnell. The motion passed by majority roll call vote recorded as follows:

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

ITEM NO. 5 RESORT HOSPITALITY ENTERPRISES, LTD., HEIGHT INCENTIVE APPLICATION, 9400 SOUTH THOMAS DRIVE. Mr. Leonard said the Planning Board heard the Application on August 13th and recommended approval to 220’. Mayor Thomas asked if there were any questions of Staff.

Councilman Solis questioned no time line during the last motion. Mayor Thomas said the motion included the same as the 220’ but only at 185’. This would include the five years.

For the Jennings Disclosures, Councilman Solis said he knew the property location and spoke with many residents and Staff. Councilman McConnell said he knew the property location, had spoken with Staff and received no resident input. Councilman Casto said he knew the property location, talked with Ms. Myers, Mr. Davis, Mr. Gisbert, Mr. Leonard and Ms. Chester, and received approximately six emails. Councilman Chester said he knew the property location, spoke with Staff, both attorneys, and received a couple of emails. Mayor Thomas said he had spoken with Mr. Carroll and Staff, and knew the property location.

Mr. Carroll said this was on the east side and reminded that the foundation was already on site. He said there was already several million dollars of infrastructure already in place for a height of 220’. He said previously, construction had commenced but with the recession, it stopped. He added that they could not use the original plans as the building must meet today’s standards. He said the 220’ height had been approved prior with extensions, but with the recession, the owners were not prepared to move forward. The Mayor asked if there were any questions for Mr. Carroll; there were none. He opened the Public Hearing at 12:40 P.M.

Ms. Sharon Boyk, 8727 Thomas Drive. Ms. Boyk said the area did not have the infrastructure for such a large building. She urged keeping sunshine, not the massive walls. She said the infrastructure had not kept up with the growth.

Mr. David Chapman. Mr. Chapman said this parcel was deep, 6.5 acres, and would not create a wall. He reminded that there had been a hotel on site and this had been planned for years. He said they had received calls from potential owners asking when the new towers would be built so that they could be bought.

Mr. Carroll said this area had been upgraded due to the CRA with upgraded water, sewer, drainage, and expanded roadways. He said a large lift station had been built at the Shores of Panama, which he designed, and would handle the new buildings. He said the infrastructure was more than adequate. Mr. Gisbert added that the Joan Avenue lift station was a completely different issue, and the CRA took into account the full expansion of the roadway so there was extra capacity for water and sewer.

Councilman Casto asked Mr. Mark Shaeffer to address the Joan Avenue lift station odor situation and if the area on South Thomas Drive affected the Joan Avenue lift station. Mr. Shaeffer said Joan Avenue services Thomas Drive east of Joan Avenue. He said it was fitted with odor control and capacity-wise, it had capacity for future growth.
He spoke of odor generation rate, which increase by temperature and the primary odor control unit had been recently replaced. Councilman Casto asked if some of the odor was due to the old manholes which were to be replaced on Thomas Drive. Mr. Shaeffer said that was correct and Staff was in process of planning a new force main down Beach to take the sewage to Thomas as well.

Ms. Genese Hatcher, 203 S. Wells St. Ms. Hatcher said the Council had made exceptions today and that she hoped the Council in future would be as kind to homeowners who were building homes and needed extra parking. She recommended allowing a home height to be raised 4' to 5' to allow for parking underneath, good common sense.

Mr. Lee Holcomb, 17620 Front Beach Road. Mr. Holcomb spoke of parking problems, mostly local people who wanted to go to the beach. He said in future, the City needed to address public parking near the beach accesses and how to control them.

Mr. Carl Allen, 1316 East Lakewalk Circle. He asked the procedure for revisiting the ruling on his prior Height Incentive Application which had been denied. Mayor Thomas said there was not a procedure and Ms. Myers said the appeal period had passed.

Mayor Thomas closed the Public Hearing at 12:52 P.M. and asked for Council comments.

Councilman Solis said this project was unique because of the slab but other properties also had slabs and their time lapsed, such as the Wyndham and Celadon. Councilman Chester said each piece of property reviewed today was different and affected the citizens differently. Councilman McConnell said he would be glad when the Council made the decision on the Height Incentives. He said every decision he made today was within the spirit on the current LDC. Councilman McConnell made the motion to approve the same 185' with five year expiration date. Second was by Councilman Chester and the motion passed by majority roll call vote recorded as follows:

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

Mayor Thomas said several people had mentioned the Council's denial of a residential Height Incentive Application, and he asked Mr. Leonard to explain the difference of that Application as opposed to these just considered. Mr. Leonard said the issue with single-family homes or the smaller developments was that they had less incentives which were applicable as opposed to a bigger development. Mayor Thomas said the Council was not making exceptions for these five properties; they merely were able to apply for the incentives before the Council decided to prohibit them.

Ms. Myers said the Orders for these decisions would be ready for the next Council meeting. She continued that she had drafted an Ordinance to appeal the Height Incentives and needed time to advertise the Public Hearing. The Council directed that it be on the October 11th Council meeting. Mr. Gisbert said he would have one on one's with the individual Council members prior to the meeting. Ms. Myers said it would also need to go before the Planning Board for their recommendation. Mayor Thomas directed that the parking issue in all districts also be brought forward.

With nothing further, the meeting was adjourned at 1:00 P.M.

READ AND APPROVED this 8th of November, 2018.

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

Mayor

ATTEST:

City Clerk
The Regular Meeting of the City Council of the City of Panama City Beach, Florida, and when permitted or required by the subject matter, the Panama City Beach Community Redevelopment Agency, held on October 25, 2018.

ROLL
MAYOR MIKE THOMAS
COUNCILORS: PAUL CASTO PHIL CHESTER GEOFF MCCONNELL HECTOR SOLIS
CITY MANAGER: MARIO GISBERT CITY CLERK: JO SMITH CITY ATTORNEY: AMY MYERS

Mayor Thomas called the Regular Meeting to order at 9 A.M. with all Council members, City Manager, City Clerk, and City Attorney present.

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

Mayor Thomas announced the upcoming Community Events and updates on the Hurricane Michael recovery efforts. He said Gulf Power was scheduled to leave Frank Brown Park and Frank Brown Park opening to the public Saturday. Mr. Gisbert added that Frank Brown Park’s debris site would be open for yard debris only, in addition to the second site across from Ripley’s.

The Minutes of the Regular Meeting of September 27, 2018, Special Meeting of October 11, Emergency Meeting of October 11, and Special Meeting of October 14, 2018 were read. Councilman Chester made the motion to approve the Minutes as written. Second was by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:

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

Mayor Thomas asked if there were any additions or deletions to the Agenda. Mayor Thomas asked to add a discussion about the curfew to the Regular Agenda. Mr. Gisbert asked to add a short presentation by AT&T/First Net. Councilman McConnell asked to add an update on the Boys & Girls Club. Ms. Myers spoke of updates to the Consent Agenda Items 5 and 6 Orders and asked that they be moved to the Regular Agenda if there was any discussion. Councilman McConnell asked that they be moved. There were no objections to these changes. Councilman Solis made the motion to approve the Agenda as amended. Second was by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:

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

PRESENTATIONS
ITEM 1 AT&T/FIRST NET. Mr. Gisbert invited Mr. Daryl Wise, lead consultant for AT&T/First Net, to the podium. Mr. Wise explained the nationwide public/private partnership between the Federal Govt and First Net/AT&T with First Net being geared toward public safety organizations. First Net had the oversight of AT&T with world coverage and First Responders always had the first priority. He spoke of temporary cell sites through satellite connections, extended primary users, and dedicated customer service in the U.S. for public safety. He asked if there were any questions.
Councilman Solis asked about expanding the local market. Mr. Wise said a build plan had been submitted to First Net for Bay County, and multiple sites were planned in the County. He added that their planned small cell technology would be cosmetically pleasing and non-obtrusive.

Councilman McConnell asked about the frequency and Mr. Wise explained the 700 MHz and the 5G and their adding the capability for 5G for the neighborhoods as built.

Councilman Chester asked Chief Whitman and Chief Couch for their opinions. Chief Whitman said AT&T’s response had been fantastic, getting their system running during the hurricane. Chief Couch asked if there would be a difference in charges with the phones being used as a priority. Mr. Wise replied no and added about the extra capability of the phones being used as two-way radios. Councilman Casto complimented the group on the great job during the emergency.

Mayor Thomas, said in defense of Verizon, their sites were damaged. He asked Mr. Wise for information on their backup system. Mr. Wise commented about their hardened sites as well as redundancy, and proactively adding generators to the cell sites. He added that they opened their network for their competitors to use during the emergency. Mayor Thomas complimented the group for their help. He added that the Council would be looking at all communications soon to be better prepared for the future.

ITEM 2 BOYS & GIRLS CLUB UPDATE. Councilman McConnell invited Mr. Arthur Cullen to the podium to give an update about the Boys & Girls Club. Mr. Cullen offered thanks to Councilman Casto and Councilman Chester for their work in ensuring the kids had meals. He said they were operating now at the Lyndell Senior Center, slowing adding kids daily. He said they should be open at Frank Brown Park Monday and would call all members to tell the parents they were open and available. He said they would also accept new members and were offering the summer rate of $40 per week per child.

He thanked Mr. Ponek, Ms. Joyner and the other staff for all their work helping the Club. Mr. Cullen added that the CEO of the National Boys & Girls Club of America was scheduled to visit the Club Monday afternoon, and he personally invited the Council to the meeting. He thanked the Council and City for their support and he mentioned using the Lyndell Senior Center again if more kids wanted to join.

PUBLIC COMMENTS (REGULAR NON-PUBLIC HEARINGS AND CONSENT ITEMS)
Mayor Thomas opened the Public Comments section of the meeting at 9:38 A.M. and invited comments. There were none. He closed the Public Comment Section.

AMENDED CONSENT AGENDA
Ms. Smith read the Amended Consent Agenda Items by title.

1 ORDER 03-RZ-18, APPROVAL OF THE SUNDIAL STREET REZONING. "The City Council of the City of Panama City Beach, having received testimony and reviewed the exhibits produced at the Quasi-Judicial Hearing held on this matter on September 27, 2018, orders that the subject rezoning request is hereby GRANTED and the captioned Ordinance 1473 shall be ADOPTED."

2 ORDER 04-CU-18, APPROVAL OF HEIGHT INCENTIVE REQUEST FOR SHALIMAR RETREAT BY THE SEA RESORTS, INC., 17561, 17607 & 17609 FRONT BEACH ROAD. "The City Council of the City of Panama City Beach, being fully advised in the premises and having held a public Quasi-Judicial hearing on this matter on September 27, 2018, orders that the Applicant’s Height Incentive Request is hereby APPROVED with CONDITIONS as more particularly described in the body of the Order."

3 ORDER 05-CU-18, DENIAL OF HEIGHT INCENTIVE REQUEST FOR ALENA BY THE SEA RESORTS, INC., 17101 & 17001 FRONT BEACH ROAD. "The City Council of the City of Panama City Beach, being fully advised in the premises and having held a public Quasi-Judicial hearing on this matter on September 27, 2018, orders that the Applicant’s Height Incentive Request is hereby DENIED."

4 ORDER 06-CU-18, APPROVAL OF HEIGHT INCENTIVE REQUEST FOR MIRACLE STRIP PROPERTIES BY THE SEA RESORTS, LLC, 11815 & 11827 FRONT BEACH ROAD. "The City Council of the City of Panama City Beach, being fully advised in the premises and having held a public Quasi-Judicial hearing on this matter on September 27, 2018, orders that the Applicant’s Height Incentive Request is hereby APPROVED with CONDITIONS as more particularly described in the body of the Order."
5 ORDER 07-CU-18, APPROVAL OF HEIGHT INCENTIVE REQUEST FOR RESORT HOSPITALITY ENTERPRISES, LTD., 9500 & 9600 SOUTH THOMAS DRIVE. Moved to the Regular Agenda.

6 ORDER 08-CU-18, APPROVAL OF HEIGHT INCENTIVE REQUEST FOR RESORT HOSPITALITY ENTERPRISES, LTD., 9400 SOUTH THOMAS DRIVE. Moved to the Regular Agenda.

7 RESOLUTION 19-01, TASK ORDER #2018-03 TO THE MASTER SERVICES AGREEMENT DEWBERRY ENGINEERS, INC., UTILITY ENGINEERING SERVICES FOR RECLAIMED WATER AND SEWER FORCE MAIN EXTENSIONS ON ALF COLEMAN ROAD. "A Resolution of the City of Panama City Beach, Florida, approving Task Order #2018-03 to the Master Services Agreement for Utility Engineering Services with Dewberry Engineers, Inc., related to Alf Coleman Force Main and Reclaim Water Main Extensions, between Middle and Panama City Beach Parkway Roads in the amount of $24,380; authorizing execution and providing an immediately effective date."

8 RESOLUTION 19-02, BID AWARD-POLICE FLEET VEHICLES AND EQUIPMENT INSTALL SERVICES. "A Resolution of the City of Panama City Beach, Florida, authorizing the purchase of 6 Police Vehicles from AutoNation of Pembroke Pines and Bay Dodge in the total amount of $154,734, as more particularly set forth in the body of the Resolution; authorizing the purchase and installation of emergency equipment for those vehicles from HG2 Emergency Lighting in the amount of $119,099; and providing an immediately effective date."

9* RESOLUTION 19-03, KEYSTONE FIELD SERVICES INC. ENGAGEMENT FOR CRA RELOCATION CONSULTING, FRONT BEACH ROAD SEGMENT 3/HIGHWAY 79 PROJECT. "A Resolution of the City of Panama City Beach, Florida, approving an Agreement with Keystone Field Services, Inc., for Relocation Consulting Services at specified hourly rates; and providing an immediately effective date."

10 RESOLUTION 19-07, BID AWARD- FIRE RESCUE 2019 FULL SIZE 4WD ¾ TON TRUCK & EMERGENCY LIGHTING. "A Resolution of the City of Panama City Beach, Florida, authorizing the purchase of one full size ¾ ton 4x4 Diesel Truck from Duval Ford; together with the purchase of related emergency lighting and its installation from HG2 Emergency Lighting, in the total amount of $51,763, as more particularly set forth in the body of the Resolution; and providing an immediately effective date."

11 RESOLUTION 19-08, BID AWARD- FIRE RESCUE 2019 FULL SIZE 4WD SUV & EMERGENCY LIGHTING. "A Resolution of the City of Panama City Beach, Florida, authorizing the purchase of 3 SUVs from Garber Chevrolet, together with the purchase of related emergency lighting and its installation from HG2 Emergency Lighting, in the total amount of $124,902, as more particularly set forth in the body of the Resolution; and providing an immediately effective date."

12 RESOLUTION 19-09, BID AWARD-FIRE RESCUE 2019 FIRE ENGINE PURCHASE. "A Resolution of the City of Panama City Beach, Florida, authorizing the purchase of a 2019 fire engine from Ten-8 Fire Equipment in the total amount of $497,084.09, as more particularly set forth in the body of the Resolution; and providing an immediately effective date."

Councilman McConnell made the motion to approve the Amended Consent Agenda. Second was by Councilman Casto and the motion passed by unanimous roll call vote recorded as follows:

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

At this juncture, Ms Christina Proctor, AT&T, arrived and Mr. Gisbert acknowledged the invaluable service she performed for the City, delivering phones at midnight which allowed the City's law enforcement to communicate. She responded in the City's hour of need and showed that one person could make a difference.
REGULAR AGENDA

ITEM 1 ORDER 07-CU-18, APPROVAL OF HEIGHT INCENTIVE REQUEST FOR RESORT HOSPITALITY ENTERPRISES, LTD., 9500 AND 9600 SOUTH THOMAS DRIVE.

Ms. Myers explained that these Orders memorialized the Council's decisions during the Hearings but did not specifically mirror the Council's findings of the public benefits. She elaborated and said this was not an opportunity to re-vote. She said the applicant stated these Orders were inaccurate which was correct. Ms. Myers took the decisions of the Council in the earlier hearings regarding no public benefits and applied those findings to these hearings, and it was inaccurate because the Council did not expressly state that language. She said the Orders were inconsistent within the Council's findings this particular public hearing but not inconsistent with the decisions made in consideration of earlier applications during that same meeting.

Councilman McConnell said he had not taken the opportunity to mark the incentives not considered in his decision as he had done for the earlier applicant. Ms. Myers said the Planning Board did not do so either. Mayor Thomas said he thought all incentives remained but that the Council determined the height of the buildings. Ms. Myers said the Council did not specifically discuss the incentives without public benefit. Councilman Solis agreed with Councilman McConnell in that the specifics were not discussed and he felt it unfair to the applicant. However, the applicant did not object during the meeting. Ms. Myers said she needed direction and recommended that the Orders be amended to reflect the actual motions of the Council, 185' with all incentives. Councilman McConnell made the motion to amend the Orders as outlined. Second was by Councilman Chester and the motion passed by majority roll call vote recorded as follows:

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

ITEM 3 CURFEW- DISCUSSION. Mayor Thomas said the City had improved the last few weeks and with the existing curfew, traffic was congested with the people trying to get across the bridge. Additionally, the curfew was not being enforced equally on the island. He stated that he felt the curfew was still needed but recommended changing the time to midnight to 5 a.m. Councilman McConnell stated he would support that change. Councilman Casto concurred. Chief Whitman stated that he would support the midnight to 5 a.m. as they were saturating the neighborhoods and still making curfew arrests. Chief Couch agreed with the change. Prior to the vote, Ms. Myers questioned the duration of this curfew. Mayor Thomas suggested until the next meeting and there were no objections. Councilman Casto made the motion to amend the curfew hours. Second was by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:

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

ITEM 4 ORDINANCE 1474, BAY PARKWAY AND NORTH PIER PARK DRIVE SCENIC CORRIDORS, 2ND READING, PUBLIC HEARING, AND ADOPTION. Ms. Myers read Ordinance 1474 by title and confirmed this Ordinance contained the monument sign height change on Bay Pkwy. made during the First Reading. The Mayor opened the Public Hearing at 9:59 A.M. and invited audience comments. There were none. He closed the Public Hearing at 9:59 A.M. Councilman McConnell made the motion to approve Ordinance 1474. Second was by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:

- Councilman McConnell Aye
- Councilman Solis Aye
- Councilman Casto Aye
- Councilman Chester Aye
- Mayor Thomas Aye
ITEM 5  RESOLUTION 19-04, FIRE ASSESSMENT HARDSHIP APPLICATION PROCESS. Ms. Myers read Resolution 19-04 by title and explained the parameters with the City Manager granting any deferral requests. The Mayor asked if there were any questions and there were none. Councilman McConnell made the motion to approve Resolution 19-04. Second was by Councilman Casto and the motion passed by unanimous roll call vote recorded as follows:

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

ITEM 6  ORDINANCE 1476, CHANGING VARIANCE PROCESS, 1ST READING. Ms. Myers read Ordinance 1476 by title and explained this was brought to the Council at the request of Councilman McConnell for the Council to have the authority to hear Variances. She stated it would be presented to the Planning Board for their recommendation. The Mayor asked if there were any questions.

Councilman Chester asked about appeals. Ms. Myers said that all variance applications would now go through the Council but there would still be an appeal process through the Circuit Court. With no further questions, Councilman Casto made the motion to approve Ordinance 1476. Second was by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:

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

ITEM 7  ORDINANCE 1477, AMENDING LDC RELATED TO UNDERGROUND UTILITIES IN SCENIC CORRIDORS, 1ST READING. Ms. Myers read Ordinance 1477 by title and explained that the exemptions in the LDC were adopted prior to the CRA plan, and now that the City had improved several ROWs, this would ensure that the improvements would have to go underground. The Mayor asked if there were any questions and there were none. Councilman Chester made the motion to approve Ordinance 1477. Second was by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:

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

ITEM 8  ORDINANCE 1478, AMENDING CHAPTER 19 RELATED TO PROHIBITING UTILITIES ON SOUTH SIDE OF SCENIC CORRIDORS, 1ST READING. Ms. Myers read Ordinance 1478 by title and explained this related to small cell poles which were erected on previously unobstructed portions of the beach. She added that this only related to poles in the City's ROW. Gulf Power had also commented that the height limitation be raised to 8' and she stated those were generally on private property but wanted to bring forward Gulf Power's comment for the record. Councilman McConnell made the motion to approve Ordinance 1478. Second was by Councilman Solis and the motion passed by unanimous roll call vote recorded as follows:

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

ITEM 9  RESOLUTION 19-12, APPROVAL OF JOB DESCRIPTION FOR SENIOR ADMINISTRATIVE SUPPORT SPECIALIST, FIRE/RESCUE, AND BUDGET AMENDMENT #1. Ms. Myers read Resolution 19-12 by title.
Chief Couch explained Fire/Rescue needed an administrative position, someone who would stay in the Station when the Firefighters were out on a call. He said this position would mirror the one in the Police Department and would be able to expedite paperwork. Mr. Gisbert said this had been planned for the new Station. Councilman Casto asked Ms. White to speak to the budget.

Ms. White said she had started comparing the FY18’s data to the budgeted figures, and the revenue figures were ahead. She explained that she felt the FY19 revenue would be "solid" with the current state of the beach. She added that typically, the City was one of the last cities to have their audit done and due to the storm impacts to the other cities, the auditors and she discussed their preparing ours first this year. Councilman Casto said he did not want the City to hire numerous new employees and then some type of disaster occur and the City have to lay off the new people. Ms. White explained that it would put someone in their building all the time as well as assist with the paperwork. Councilman Casto asked about the reserves and Ms. White said both requests today in the short term did not impact reserves.

Mr. Gisbert spoke of the overtime during the emergency, and that the funds were within the budget. However, down the road in the summer, the overtime may not be in the budget but hopefully by that time, FEMA would have reimbursed the City. Ms. White said the Department Heads did not spend funds within the budget merely to spend the money at the end of the FY.

Councilman Casto said he had heard the rumor that some of the employees had not been paid for their overtime during the emergency. Mr. Gisbert said everyone was paid and Councilman Casto said some of the General Employees who stayed had not known that they were to clock out when taking a nap. Ms. White said the employees followed the emergency Resolution and the Police Officers clocked in and out during naps. The intent was to treat all employees the same. Mr. Gisbert explained that some employees had clocked in and then clocked out some 40 to 60 hours later when they went home. The Department Heads had been advised of the rules in prior meetings, and staff met with the individuals when modifying their timesheets. The Councilors stated they thought it was fair. Ms. White said there may be some clarification in the future. Mayor Thomas said the City learned a lot during this emergency and need to be able to have some process for a soft release of emergency personnel, such as releasing the water and sewer workers while maintaining fire and police. Ms. White said something would be brought back to Council for the next time and she planned to bring something to Council within the month about updated revenue and expenses. Councilman Solis made the motion to approve Resolution 19-12. Second was by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:

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

ITEM 10 RESOLUTION 19-13, APPROVAL OF THREE NEW POLICE OFFICERS AND BUDGET AMENDMENT #2. Ms. Myers read Resolution 19-13 by title. Chief Whitman explained his need and that these positions were planned for future growth, not backfilling open slots. He said he was being proactive for law enforcement. Councilman Solis said the Department was dealing with the influx of thousands to help as well as the tourists. He said he felt it was necessary. Councilman McConnell said he felt the City would change permanently, becoming a more residential community. Councilman Casto supported this. Councilman Solis made the motion to approve Resolution 19-13. Second was by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:

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

Mayor Thomas explained the Delegations period and opened this portion of the meeting at 10:25 A.M.

1. Ms. Josie Strange. Ms. Strange asked if the new Code Enforcement laws would have a grace period in light of the storm.

2. Ms. Lori Philput, HR Director. Ms. Philput spoke of the hard-working employees and legal team. She said the Council provided Mr. Gisbert with what he needed during the storm.

With no further comments, the Mayor closed the Delegations period at 10:30 A.M. He said the storm would not delay the efforts by Code Enforcement.

ATTORNEY REPORT

Ms. Myers said she had drafted some procurement documents in the recent weeks and at a future Council meeting, they would consider awarding a contract to a FEMA consultant.

CITY MANAGER REPORT

Mr. Gisbert read the open bids and available jobs. He said Frank Brown Park would be open to the public Saturday, the Pier was open now and the Boys & Girls Club planned to open at Frank Brown Park on Monday. FEMA information was on the table in the lobby. He commended Staff for the work during the hurricane, with special kudos to Ms. Carrie Jagers who handled the large payroll. He thanked Ms. Debbie Ward for her invaluable service as the City’s PIO, distributing information. He said the City Attorneys had setup temporarily in City Hall’s conference room and that our employees were supporting the County for their needs.

Mayor Thomas said more lawyers were relocating to the beach and that the County and other municipalities would be looking at a huge drop in Ad Valorem Taxes.

Councilman Casto asked about a debris update. Mr. Gisbert said all four City debris trucks were running and that yard debris would be placed in Frank Brown Park now that Gulf Power was moving. County-wide, some of the contractors were already in place to start picking up their debris. Mayor Thomas said a larger debris hauler he knew estimated the cleanup would take six to twelve months just for the debris and that the County made changes to allow debris pickup within gated communities. Mr. Gisbert said the County’s contract precluded those debris haulers coming into City limits.

COUNCIL COMMENTS

Councilman Chester acknowledged Mr. Jason Pickle, IT, for his invaluable help to the Police Department while hobbling on crutches. Mayor Thomas said the IT and PIO came on board at a good time.

Councilman McConnell said Ms. Smith would be retiring soon and it was time to get the position advertised and allow time for transition and training. He reminded that it was a Council position. Mr. Gisbert said he had the job description ready and would have the Council review, and once approved, advertise. Councilman McConnell asked Mr. Ponek if the swim teams would be able to use the pool Saturday, and Mr. Ponek confirmed yes. Councilman McConnell said the issue of garbage being dumped on properties and code violations has been rapidly increasing with the influx of more people. He said he had received a lot of complaints about the illegal dumping and that he thought it was time for the Council to consider universal garbage.

Councilman Solis said the Council had been discussing mandatory garbage. Mayor Thomas asked if staff was ready to proceed. Ms. Myers said yes. Councilman Casto said he had observed the big problem of the landscape companies illegally dumping on Bay Parkway. Chief Whitman said one person had already been arrested and they were watching.

Councilman Solis commended Dr Zabih and his PA Scott for their free medical services since the hurricane. He spoke of free medical services being set up in Callaway and Lynn Haven. He said both Chief Whitman and Chief Couch were helping across the bridge transporting medicines as needed. He also stated that the TPO had arranged for transportation to Callaway for free medical treatment as needed.

Councilman Chester advised that Vice-President Pence was speaking at Tyndall Air Force Base and that it was hopeful the base would reopen.

Mr. Kristopher McLane, President of the PCB Chamber, said they were helping getting their business members back on their feet as quickly as possible. He said as a Chamber, they would be a resource for information.
Mayor Thomas welcomed Mr. Ed Offley, reporter from the News Herald, back after many years. The Mayor spoke of the Civil Service Board and said he felt it had outlived its usefulness. He said this Board was needed as a grievance board, but with their process for hiring, it would take several months to be able to hire someone. He said the Federal Government had laws to protect the employees, and as a Charter issue, it would have to go to the people on a referendum to be changed. He asked the Council members to discuss this matter in the future to be prepared to place on the ballot if recommended. Councilman Casto said he did not agree in that the Civil Service Board served a vital roll and had been doing a good job for the last fifty years. Mayor Thomas said the Board was doing a good job but the hiring process was a delay, and he thought the Council should talk about it. Ms. Myers spoke of timelines for ballots, whether it would be a standalone election or piggyback an existing election. Mayor Thomas asked her to get those dates so that the Council can discuss the matter. Councilman McConnell said he thought that was a good idea, to look at all processes.

Mayor Thomas asked Mr. Shortt about the Conservation Park. Mr. Shortt said some of the boardwalks had been damaged and those sections were closed. He said some the City could fix and some were more damaged which would require a contractor to repair. A few leaning trees were being cut but for the most part, the Park was up and running, to get away for a little relaxation.

With nothing further, the meeting was adjourned at 10:57 A.M.

READ AND APPROVED this 6th of November, 2018.

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

__________________________
Mayor

__________________________
City Clerk
CITY OF PANAMA CITY BEACH

CIVIC ACHIEVEMENT AWARD

Be It Known That

Brody Rice

HAS GIVEN EXCEPTIONAL SERVICE

TO THE BOYS AND GIRLS CLUB
OF PANAMA CITY BEACH

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

Presented this 8th of November, 2018

MAYOR MIKE THOMAS
CONSENT
ITEM 1
### CITY OF PANAMA CITY BEACH
### AGENDA ITEM SUMMARY

<table>
<thead>
<tr>
<th>1. DEPARTMENT MAKING REQUEST/NAME:</th>
<th>Panama City Beach Police Department</th>
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<tbody>
<tr>
<td>2. MEETING DATE:</td>
<td>November 8, 2018</td>
</tr>
<tr>
<td>3. REQUESTED MOTION/ACTION:</td>
<td>We respectfully request the Council's approval for the purchase of ten (10) Ford Explorer Police Interceptors at a cost of $31,900.00 each from Beck Auto Sales for a total amount of $319,000.</td>
</tr>
<tr>
<td>4. AGENDA</td>
<td>DETAILED BUDGET AMENDMENT ATTACHED</td>
</tr>
<tr>
<td>5. IS THIS ITEM BUDGETED (IF APPLICABLE)? Yes</td>
<td>No</td>
</tr>
<tr>
<td>6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)</td>
<td>We respectfully request the Council's approval to purchase ten (10) Ford Explorer Police Interceptors from Beck Auto Sales at a cost of $31,900.00 each for a total amount of $319,000. This purchase will allow us to change out dated vehicles that are at the end of their life cycle.</td>
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RESOLUTION 19-17

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING THE PURCHASE OF TEN FORD EXPLORER POLICE INTERCEPTORS FROM BECK AUTO SALES IN THE TOTAL AMOUNT OF $319,000; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT RESOLVED by the City Council of the City of Panama City Beach that the appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Agreement between the City and Beck Auto Sales, relating to the purchase of ten Ford Explorer Police Interceptors, in the total amount of Three Hundred Nineteen Thousand Dollars ($319,000) on substantially the terms and conditions of the quote 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 __________, 2018.

CITY OF PANAMA CITY BEACH

By: ____________________________
    Mike Thomas, Mayor

ATTEST:

______________________________
Jo Smith, City Clerk
2018-2019 Vehicle Purchase Request

On November 1, 2018, I opened bids for vehicle purchase. We received three (3) bids from AutoNation Ford Mobile, Bozard Ford, and Beck Auto Sales. I am requesting we utilize the lowest qualified bid from Beck Auto Sales to purchase ten (10) Ford Explorer Police Interceptors at $31,900.00 each.

Captain Wayne Maddox
Patrol Division Commander
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<th>Code</th>
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<th>Option</th>
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<td>10</td>
<td>2019 FORD SUV POLICE INTERCEPTORS SUV K&amp;K</td>
<td>$31,900.00</td>
<td>319,000.00</td>
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</tbody>
</table>

**IN STOCK UNITS (WHITE)**

- SPOTLIGHT (DRIVERS SIDE)
- KEYLESS ENTRY
- AUXILLARY A/C

**PRETAX TOTAL**

$31,900.00

Subtotal

319,000.00

N/A

TOTAL EACH

31,900.00

MODEL TOTAL

319,000.00

Please email all Purchase Orders to contractinfo@beckfleet.com
Thank you for your business!
Panama City Beach Police Department- Police Fleet Vehicles

Ten (10) 2019 Ford SUV Police Interceptors (Patrol specs)

The City of Panama City Beach hereby solicits sealed bids for the following equipment:

(10) Ten- 2019 Ford SUV Police Interceptors (Patrol specs)

PLEASE SEE SPECIFICATIONS LISTED.

BID SHOULD INCLUDE ONLY THOSE SPECS.

The Bids should include ALL fees, including delivery charges (if any).

The Original Bid Opening of October 18th passed and no bids were opened due to delayed mail delivery. A new Bid opening date has been set for November 1st at 10:00 A.M.

Any new Bids must be sealed and will be received until 10:00 A.M. Central Time, November 1, 2018 at the City of Panama City Beach Police Department, Attn: Captain Wayne Maddox, 17115 Panama City Beach Parkway, Panama City Beach, FL 32413, and will be opened and read publicly immediately thereafter.

The City reserves the right to reject any and all Bids and to waive and formality in Bids received. All Bidders shall comply with all applicable State and local laws concerning licensing, registration, and regulations of businesses in the State of Florida.

All Bids shall be firm and for a period of six (6) months after opening.

Advertisement Dates: Beginning October 18, 2018
SPECIFICATIONS NEEDED FOR THE 2019 FORD INTERCEPTORS SUV-K8A (PATROL)

2019 Ford Interceptor SUV-K8A

Spotlight (Driver's side) ~
Keyless Entry
Auxiliary A/C ~

**Please note if any changes have been made to the previous year's specifications for the 2019 model.**
Ads, Bids and RFQ's

Extended Notice to Bid - PD Fleet Vehicles 2019 Ford SUVs Police Interceptors

Category: Admin

RFP Number: 110118.PD SUV

Start Date: 10/18/2018 4:16 PM

Close Date: 11/01/2018 10:00 AM

Panama City Beach Police Department - Police Fleet Vehicles

Ten (10) 2019 Ford SUV Police Interceptors (Patrol specs)

The City of Panama City Beach hereby solicits sealed bids for the following equipment:

(10) Ten- 2019 Ford SUV Police Interceptors (Patrol specs)

PLEASE SEE SPECIFICATIONS LISTED.

BID SHOULD INCLUDE ONLY THOSE SPECS.

The Bids should include ALL fees, including delivery charges (if any).

The Original Bid Opening of October 18th passed and no bids were opened due to delayed mail delivery. A new Bid opening date has been set for November 1st at 10:00 A.M.

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All Bids shall be firm and for a period of six (6) months after opening.

http://www.pcbgov.com/Home/Components/RFP/RFP/2612/29

CONSENT 10/31/2018

AGENDA ITEM #
<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
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<tbody>
<tr>
<td>2020 FORD</td>
<td>$34,826.00</td>
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<tr>
<td>99B 3.3L V6 DIRECT INJECTION ENG</td>
<td>-$2,600.00</td>
</tr>
<tr>
<td>44B 10 SPEED AUTO</td>
<td>INC</td>
</tr>
<tr>
<td>51R DRIVER SIDE SPOTLIGHT</td>
<td>INC</td>
</tr>
<tr>
<td>55R KEYLESS ENTRY</td>
<td>INC</td>
</tr>
<tr>
<td>17A AUXILIARY AIR COND</td>
<td>$609.00</td>
</tr>
</tbody>
</table>

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

Approved

Please return quote along with purchase order.

Joe Windrow

Fleet Sales

850-776-5294 Cell

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

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
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<tbody>
<tr>
<td><strong>Base Vehicle</strong></td>
<td><strong>Base Vehicle Price (K8A)</strong></td>
</tr>
<tr>
<td>K8A</td>
<td>Order Code 500A</td>
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<tr>
<td></td>
<td>Includes:</td>
</tr>
<tr>
<td></td>
<td>- 3.73 Axle Ratio</td>
</tr>
<tr>
<td></td>
<td>- GVWR: TBD</td>
</tr>
<tr>
<td></td>
<td>- Tires: 255/60R18 AS BSW</td>
</tr>
<tr>
<td></td>
<td>- Wheels: 18&quot; x 8&quot; 5-Spoke Painted Black Steel</td>
</tr>
<tr>
<td></td>
<td>- Unique HD Cloth Front Bucket Seats w/Vinyl Rear</td>
</tr>
<tr>
<td></td>
<td>Includes center caps and full size spare.</td>
</tr>
<tr>
<td></td>
<td>- 113&quot; Wheelbase</td>
</tr>
<tr>
<td></td>
<td>- Monotone Paint Application</td>
</tr>
<tr>
<td></td>
<td>- Radio: AM/FM/MP3 Capable</td>
</tr>
<tr>
<td></td>
<td>Includes clock, 4 speakers and 4.2&quot; color LCD screen center stack</td>
</tr>
<tr>
<td></td>
<td>Smart Display</td>
</tr>
</tbody>
</table>

| **Powertrain**                     | **Engine: 3.3L V6 Direct-Injection (FFV)**                                   |
| 99B                              | (136-MPH Top Speed) Note: Deletes Regenerative Braking and Lithium-Ion Battery Pack, adds 250-Amp Alternator, replaces H7 ASM battery (800 CCA/80-amp) with H7 SL battery (730 CCA/80-amp) and replaces 15-gallon tank with 21-gallon. |
| 44U                              | **Transmission: 10-Speed Automatic (44U)**                                    |
| STDAX                            | 3.73 Axle Ratio                                                             |
| STDGW                            | GVWR: TBD                                                                   |

| **Wheels & Tires**                | **Tires: 255/60R18 AS BSW**                                                 |
| STDTR                            | **Wheels: 18" x 8" 5-Spoke Painted Black Steel**                            |
| STDWL                            |   Includes center caps and full size spare.                                |
|                                  | **Unique HD Cloth Front Bucket Seats w/Vinyl Rear**                        |
|                                  |   Includes reduced bolsters, driver 6-way power track (fore/aft/up/down, tilt with manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft, with manual recline) and built-in steel intrusion plates in both front seatbacks. |

| **Seats & Seat Trim**             | **113" Wheelbase**                                                         |
| 9                                | Monotone Paint Application                                                  |
|                                  | Radio: AM/FM/MP3 Capable                                                   |
|                                  |   Includes clock, 4 speakers and 4.2" color LCD screen center stack        |
|                                  |   Smart Display                                                            |

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared by: Joseph Windrow  Date: 10/24/2018
## Selected Options (cont'd)

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
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<tbody>
<tr>
<td>51R</td>
<td>Driver Only LED Spot Lamp (Unity)</td>
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</tbody>
</table>
| 55F  | Remote Keyless Entry Key Fob w/o Key Pad  
Does not include PATS. Includes 4-key fobs. Key fobs are not Keyed-Alike when ordered Keyed-Alike. |
| 17A  | Aux Air Conditioning |
| 425  | 50 State Emission System  
Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine. |
| 96_01| Charcoal Black |
| YZ_01| Oxford White |
SPECIFICATIONS NEEDED FOR THE 2019 FORD INTERCEPTORS SUV-KBA (PATROL)

2019 Ford Interceptor SUV-KBA

Spotlight (Driver's side)
Keyless Entry
Auxiliary A/C

**Please note if any changes have been made to the previous year's specifications for the 2019 model.

Bid Price Non Hybrid: $34,305.00
2020 Ford Police Utility

Bid Price Hybrid: $37,420.00
2020 Ford Police Utility

AutoNation Ford Mobile
Ernest Lamb
251.709.2974
## 2020 POLICE INTERCEPTOR UTILITY

### POLICE INTERCEPTOR CONTENT

#### Unique Police Interceptor Utility Features Include:

<table>
<thead>
<tr>
<th>MODEL/SERIES/AVAILABILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>• 3 Available Models</td>
</tr>
<tr>
<td>— 3.3L V6 Direct-injection Hybrid Engine System (AWD) *</td>
</tr>
<tr>
<td>— 3.3L V6 Direct-injection FFV AWD *</td>
</tr>
<tr>
<td>— 2.0L V6 EcoBoost® AWD *</td>
</tr>
<tr>
<td>• 1 Available Series</td>
</tr>
<tr>
<td>— 500A</td>
</tr>
</tbody>
</table>

#### MECHANICAL

- 3.3L Police-Calibrated V6 Direct-Injection Hybrid Engine System — Standard (Hybrid technology is optimal for performance and long days spent idling on the job)
- AWD Drive train — Standard for enhanced handling precision and unsurpassed traction on wet or dry surfaces
- Transmission — 10-speed automatic, Police-calibrated for maximum acceleration and faster closing speeds
- Lithium-Ion Battery Pack
- Brakes — Police-calibrated high-performance regenerative braking system
- 4-Wheel heavy-duty disc with heavy-duty front and rear calipers
- Brake Rotors — large mass for high thermal capacity and calipers with large swept area.
- Electric Power-Assist Steering (EPAS) — Heavy-Duty
- DC/DC converter — 220-Amp (in lieu of alternator)
- H7 AGM Battery (Standard; 800 CCA/90-amp)
- H8 AGM Battery (Available; 850 CCA/92-amp)
- Cooling System — Heavy-duty, large high volume radiator, Engine oil cooler and transmission oil cooler
- Engine Idle Hour Meter
- Engine Hour Meter
- Powertrain mounts — Heavy-Duty
- Wheels
  - Heavy-duty steel, vented with center cap
  - Full size spare tire w/TPMS
- 50-State Emissions System

#### INTERIOR FEATURES

- Cargo Area — Spacious area for police equipment; Lithium-Ion Battery Pack does not intrude into the cargo area
- Column Shifter
- Seats
  - Front — Police grade cloth — 6-way power-adjustable Manual lumbar, seatback foam designed to comfortably accommodate a utility belt
  - Built-in steel intrusion plates in both front seatbacks
  - Rear — Police grade vinyl, offers easy care for cleaning
- Flooring — Heavy-Duty vinyl; offers ease of cleaning and long-term durability
- Upliftgate access with manual lock cylinder
- Simple Fleet Key (w/o microchip, easy to replace, 4-keys)
- Speedometer — Certified, digital readout in message center and analog gauge
- Universal equipment tray atop instrument panel (ideal for radar and other police equipment)

### POLICE UPFIT FRIENDLY

- Consistent 11-inch space between driver and passenger seats for aftermarket consoles (9-inch center console mounting plate)
- Console mounting plate
- Dash pass-thru opening for aftermarket wiring
- Headliner — Easy to service
- Integrated LED police flashers (available)
- Rear-center seat delete (available)
- Tailamps — Integrated police flashers (available)
- Two (2) 50 amp battery ground circuits — power distribution junction block

### TECHNOLOGY

- Ford Telematics™ — Includes Ford Mediam and complimentary 2-year trial subscription
- Police Perimeter Alert (available; detects motion in an approximately 270-degree radius on sides and back of vehicle)
- Rear Camera On-Demand (available)
- Front Interior View Light Bar (LED) Super low-profile warning LED light bar fully integrated into the top of the windshield near the headliner — fully programmable (available)
- Rear Spoiler Traffic Warning Lights (LED) — Fully integrated in rear spoiler for enhanced visibility; Provides red/blue/amber directional lighting — fully programmable (available)
- Pre-Collision Assist with Pedestrian Detection (available; includes Forward Collision Warning and Automatic Emergency Braking and unique disable switch for Law Enforcement use)
- BLIS® — Blind Spot Monitoring with Cross-traffic Alert (available)
- SYNC® 3 (available)
- Unique Steering Wheel (with 4-remappable latching switches)

### SAFETY/SECURITY HIGHLIGHTS

- 75-mph Rear-Impact Crash Tested
  - Note: The full-size spare tire secured in the factory location is necessary to achieve police-rated 75-mph rear impact crash-test performance attributes
- AdvanceTrac® w/RSC® (Roll Stability Control™) police tuned gyroscopic sensors work seamlessly with the ABS
- Ballistic Door-Panels (National Institute of Justice (NIJ) certified to stop Type III, IV, all lesser NIJ rounds, as well as additional special threat rounds) (available)
- Exterior Key Locks — Driver, passenger and luggage
- Police Engine Idle feature (available)
- Rear Video Camera with Washer (standard)
- Reverse Sensing (available)

### GENERAL

- Underbody deflection plate no longer standard on EcoBoost® models (order 76D)
- Front headlamps lighting solution now includes Red/Blue/White LED Strobes

### WARRANTY

- 3 Year / 36,000 Miles Bumper / Bumper
- 8 Year / 100,000 Miles Hybrid Unique Components

### POWERTRAIN CARE EXTENDED SERVICE PLAN

- 5-year/100,000-mile Powertrain Care Extended Service Plan (zero deductible) — Standard

---

Product Changes and Features Availability

Features, options and package content subject to change. Please check www.lmcdistributor.com for the most current information.

* - New for this model year
INTERIOR/COMFORT (continued)

- Mirror – Day/night Rear View
- Particulate Air Filter
- Powerpoints – (1) First Row
- Rear-door closout panels
- Rear-window Defroster
- Scuff Plates – Front & Rear

- Seats
  - 1st Row Police Grade Cloth Trim, Dual Front Buckets with reduced bolsters
  - 2nd Row – Driver 6-way Power track (lوف/אתי. Up/down, tilt with manual recline, 2-way manual lumbar)
  - 2nd Row – Passenger 2-way manual track (l оф/אתי. with manual recline)
  - Built-in steel intrusion plates in both driver/passenger seatbacks
  - 2nd Row Vinyl, 35/30/35 Split Bench Seat (manual fold-flat, no tumble) – fixed seat track
- Speed (Cruise) Control
- Speedometer – Calibrated (includes digital readout)
- Steering Wheel – Manual / Tilt / Telescoping, Urethane wheel finish w/ Silver Painted Bezels with Speed Controls and 4-user configurable latching switches
- Sun visors, color-keyed, non-illuminated
- Universal Top Tray – Center of IP for mounting aftermarket equipment
- Windows, Power, 1-touch Up/Down Front Driver/Passenger-Side with displace feature

SAFETY/SECURITY

- AdvanceTrac® w/RSC® (Roll Stability Control™)
- Airbags, dual-stage driver & front-passenger, side seat, passenger-side knee, Roll Curtain Airbags and Safety Canopy®
- Anti-Lock Brakes (ABS) with Traction Control
- Brakes – Police calibrated high-performance regenerative braking system
- Belt-Minder® (Front Driver / Passenger)
- Child-Safety Locks (capped)
- Individual Tire Pressure Monitoring System (TPMS)
- LATCH (Lower Anchors and Tethers for Children) system on rear outboard seat locations
- Rearview Camera with Washer viewable in 4.2" center stack.
  Note: Rearview Camera viewable in rearview mirror (available) – order 8TR (no-charge option)
- Seat Belts, Pretensioners/Energy-Management System w/adjustable height
- SOS Post-Crash Alert System™

FUNCTIONAL

- Audio
  - AM/FM / MP3 Capable / Clock / 4-speakers
  - Bluetooth® Interface
  - 4.2" Color LCD Screen Center-Stack “Smart Display”
    Note: Standard radio does not include USB Port or Aux. Audio Input Jack; Aux. Audio Input Jack requires SYNC 3®
- EasyFuel® Capless Fuel-Filler
- Ford Telematics™ – includes Ford Medam and complimentary 2-year trial subscription
- Front door tether straps (driver/passenger)
- Power pigtails harness
- Recovery Hooks; Two in front and trailer bar in rear
- Simple Fleet Key (w/ microchip, easy to replace; 4-keys)
- Two-way radio pre-wire
- Two (2) 50 amp battery ground circuits – power distribution junction block (behind 2nd row passenger seat floorboard)
- Wipers – Front Speed-Sensitive Intermittent; Rear Dual Speed Wiper

** = New for this model year
<table>
<thead>
<tr>
<th>Series</th>
<th>Option Code</th>
<th>Police Interceptor 500A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Police Interceptor Utility AWD</td>
<td>KB</td>
<td>S</td>
</tr>
<tr>
<td>AWD 3.3L V6 Direct- Injection Hybrid Engine System with 10-Speed Automatic Transmission (138 MPH Top Speed)</td>
<td>99W/44B</td>
<td>S</td>
</tr>
<tr>
<td>AWD 3.0L V6 Direct- Injection FFV with 10-Speed Automatic Transmission (138-MPH Top Speed) Note: Deletes Regenerative Braking and Lithium-Ion Battery Pack; adds 250-Amp Alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SL battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon tank</td>
<td>99B/44U</td>
<td>O</td>
</tr>
<tr>
<td>AWD 3.0L V6 EcoBoost® with 10-Speed Automatic Transmission - (148-MPH Top Speed) Note: Deletes Regenerative Braking and Lithium-Ion Battery Pack; adds 250-Amp Alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SL battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon tank</td>
<td>99C/44U</td>
<td>O</td>
</tr>
</tbody>
</table>

**EQUIPMENT GROUP**

**Interior Upgrade Package**
- 1st and 2nd Row Carpet Floor Covering
- Cloth Seats – Rear
- Center Floor Console less shifter w/unique Police console finish plate
- Includes Console and Top Plate with 2 cup holders
- Floor Mats, front and rear (carpeted)
- Deletes the standard console mounting plate (850)
- SYNCS 3 +
- Enhanced Voice Recognition Communications and Entertainment System
- 4.2" Color LCD Screen Center-Stack “Smart Display”
- AppLink®
- 911 Assist®

Note: SYNCS AppLink® lets you control some of your favorite compatible mobile apps with your voice. It is compatible with select smartphone platforms. Commands may vary by phone and AppLink® software.

Note: Not available with options: 67L, 67U, 65R

**Front Headlamp Lighting Solution**
- Includes LED Low beam/High beam headlamp, Wg-wag function and Red/Blue/White LED side warning lights (driver's side White/Red/ passenger side White/Blue)
- Includes pre-wire for grille LED lights, siren and speaker (60A)
- Wiring: LED lights included Controller "not included"

Note: Not available with option: 67H

Note: Recommend using Ultimate Wiring Package (67U)

**Tail Lamp / Police Interceptor Housing Only**
- Pre-existing holes with standard twist lock sealed capability (does not include LED strobe) (eliminates need to drill housing assemblies)

Note: Not available with options: 66B and 67H

**Tail Lamp Lighting Solution**
- Includes LED lights plus two (2) rear integrated hemispheric lighthed white LED side warning lights in taillamps
- LED lights only, Wiring, controller "not included"

Note: Not available with option: 67H

Note: Recommend using Ultimate Wiring Package (67U)

**Rear Lighting Solution**
- Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / passenger side blue) mounted to inside ligitate glass
- Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / Passenger side blue) installed on inside lip of ligitate lights activate when ligitate is open
- LED lights only, Wiring, controller "not included"

Note: Not available with option: 67H

Note: LED lights only – does "not" include wiring or controller

Note: Recommend using Ultimate Wiring Package (67U)

- Whelen Cencom Light Controller Head with dimmable backlight
- Whelen Cencom Relay Center / Siren / Amp w/Traffic Advisor control (mounted behind 2nd row seat)
- Light Controller / Relay Cencom Wiring (wiring harness) w/additional input/output pigtail
- High current pigtail
- Whelen Specific WCJAN Cable (console to cargo area) connects Cencom to Control Head
- Pre-wiring for grille LED lights, siren and speaker (60A)
- Rear console plate (85R) – contours through 2nd row; channel for wiring
- Grille linear LED Lights (Red / Blue) and harness
- 100-Watt Siren / Speaker
- Hidden Door-Lock Plunger w/Rear door controls inoperable (locks, handles and windows) (52P)

Note: Not available with options: 66A, 66B, 66C, 67U and 65U

**Ultimate Wiring Package**
Includes the following:
- Rear console mounting plate (85R) – contours through 2nd row, channel for wiring
- Pre-wiring for grille LED lights, siren and speaker (60A)
- Wiring harness MP to rear cargo area (overlay)
- Two (2) light cables – supports up to six (6) LED lights (engine compartment/grille)
- One (1) 10-amp siren/speaker circuit engine cargo area
- Rear hatch/cargo area wiring – supports up to six (6) rear LED lights
- Does "not" include LED lights, side connectors or controller
- Recommend Police Wire Harness Connector Kit 67V

Note: Not available with options: 65U, 67H
**VEHICLE ORDER CONFIRMATION**

**Order Date:** 10/05/18 12:57:14  
**Dealer:** F24017  
**2020 EXPLORER 4-DOOR**  

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</tbody>
</table>

*THIS IS NOT AN INVOICE*

**Price:** $39,170

**Total:** $39,170

**PO Number:** K8A 4DR AWD POLICE 119.09" WB

**Color:** OXFORD WHITE

**Interior:** EBONY BLACK

**Equipment Group:** 500A AM/FM STEREO, 99B 3.3L V6 TIVCT

**Optional Equipment:** 44U 10SPD AUTO TRAN, 17A AUX CLIMATE CTL, 425 50 STATE EMISS, 51P DRV SPT LMP PRP, 55F KEYLESS - 4 FOB

**Fuel Type:** FLEX-FUEL

**Accessories:** SP DLR ACCT ADJ

**Financials:**
- Retail: $40,615
- SP FLT ACCT CR: $39,170
- Total: $39,170

**Additional Notes:**
- NC
- Net Inv Flt Opt: NC
- Dest and Deliv: 995

**Submit and Library Options:**
- F4 SUBMIT
- F5 ADD TO LIBRARY

**Submit Submit:**

**F1 Help:**
- F2 Return to Order
- F3/F12 Veh Ord Menu

**Submit Submit:**

**Submit Submit:**

**Legal:**
- *This is not an invoice*

**Customer Information:**
- Priority: E2
- Cust/Flt Name: PANAMA CTY BCCH
- PO Number: K8A 4DR AWD POLICE 119.09" WB

**Website:**
- https://www.fmcdealervt3270.ford.com/w2h/WEB2AJAX.htm+IMS2
VEHICLE ORDER CONFIRMATION

Order No: 0001  Priority: E2  Ord FIN: QB163  Order Type: SB  Price Level: 015

Ord Code: 500A  Cust/Flt Name: PANAMA CTYBCB

Retail

K8A  4DR AWD POLICE  $40615  FUEL CHARGE
YZ   OXFORD WHITE  .119.09" WB  B4A  NET INV FLT OPT  NC
9    CLTH BKTS/VNL R
6    EBONY BLACK
500A EQUIP GRP
99W  3.3L HYBRID  NC
44B  MOD HYBRID TRAN  NC
17A  AUX CLIMATE CTL  610
425  50 STATE EMISS  NC
51P  DRV SPT LMP PRP  140
55F  KEYLESS - 4 FOB  340
SP DLR ACCT ADJ
SP FLT ACCT CR

TOTAL BASE AND OPTIONS 42700
TOTAL 42700

*THIS IS NOT AN INVOICE*

F1=Help  F2=Return to Order  F3/F12=Veh Ord Menu
F4=Submit  F5=Add to Library
S099 - PRESS F4 TO SUBMIT

V1DP0129  QC06529

10/05/18 12:57:27  Dealer: F24017
CONSENT
ITEM 2
1. **DEPARTMENT MAKING REQUEST/NAME:**
   Utilities Department - Al Shortt, Utilities Director

2. **MEETING DATE:**
   November 8, 2018

3. **REQUESTED MOTION/ACTION:**
   Approve the proposed multi-year Agreement with Panhandle Land Management Services for the Conservation Park FY 18/19 & 19/20 Prescribed Burning/Seedling Planting Project.

4. **AGENDA PRESENTATION / PUBLIC HEARING / CONSENT / REGULAR**

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

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

   The objective of the Site Management Plan for Conservation Park is to restore the mosaic of natural communities within the park to mimic historic habitats that existed prior to the recent silviculture (tree farming) use. The plan calls for prescribed burning to reduce dense understory brush, improve habitat for wildlife and improve conditions for longleaf pine, native grass, and wildflowers to return. Approximately 985 acres are planned to be burned between Fall 2018 and Spring 2020. In concert with the prescribed burning, longleaf and wiregrass seedlings will also be planted to help re-establish the natural longleaf pine ecosystem. 113,000 longleaf and 108,000 wiregrass seedlings are scheduled to be planted throughout the duration of the contract.

   City Staff prepared prescribed burning and seedling planting bid documents for an initial period of one (1) year with the option to renew the Agreement for an additional one (1) year period. Staff advertised for bids and one (1) bidder responded. The sole bid was submitted by Panhandle Land Management Services and can be broken down into two (2) primary tasks: Prescribed Burning at $40/acre and Seedling Planting at $266 per thousand for longleaf and $217 per thousand for wiregrass seedlings. In addition, other unit costs are provided in the event services are needed to cut fire breaks and prepare tracts for a safe burn, or for wildfire suppression. Staff has reviewed the bids and recommends the City Council award the work to Panhandle Land Management Services based on the per acre bid amounts with additional $20,000 in funds for providing as-needed additional work based on contract unit prices. Staff concurs and recommends approval for a total not-to-exceed contract amount of $115,000 for the two-year term.

   **WHY -** To allow the City Manager to enter into a multi-year Contract with Panhandle Land Management Services for work as specified in the attached agreement.

   **WHAT -** To continue restoration of Conservation Park to its original state.
RESOLUTION 19-18

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH PANHANDLE LAND MANAGEMENT SERVICES IN AN AMOUNT NOT TO EXCEED $115,000, INCLUSIVE OF ALL SERVICES USING PER ACRE RATES AND HOURLY RATES FOR THE CONSERVATION PARK FY18/19 AND FY19/20 PRESCRIBED BURNING/SEEDLING PLANTING PROJECT.

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and Panhandle Land Management Services, Inc., relating to the Conservation Park FY18/19 and FY19/20 Prescribed Burning/Seedling Planting Project, in an amount not to exceed One Hundred Fifteen Thousand Dollars ($115,000), inclusive of all services using per acre rates and hourly rates, in substantially the form of the agreement attached and submitted 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 __________, 2018.

CITY OF PANAMA CITY BEACH

By: ____________________________
    Mike Thomas, Mayor

ATTEST:

______________________________
    Jo Smith, City Clerk
SECTION 10 - AGREEMENT

THIS Agreement is made this ___ day of November, 2018 by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called "Owner") and Panhandle Land Management Services Inc., doing business as a Corporation having a business address of P.O. Box 935 Chipley, FL 32428, (hereinafter called "Contractor"), for the performance of the Work (as that term is defined below) of CONSERVATION PARK FY 18/19 & 19/20 PRESCRIBED BURNING/SEEDLING PLANTING PROJECT ("Project"), to be located at Panama City Beach, Florida, in accordance with the Contract Documents prepared by the Owner, Engineer of Record (hereinafter called "Engineer") and all other related attachments and items referenced in the Contract Documents hereafter specified.

Owner and Contractor, for the consideration herein set forth, agree as follows:

1. The Contractor shall furnish, at its sole expense, all supervision, labor, equipment, tools, material, and supplies to properly and efficiently perform all of the work required under the Contract Documents and shall be solely responsible for the payment of all taxes, permits and license fees, labor fringe benefits, insurance and bond premiums, and all other expenses and costs required to complete such work in accordance with this Agreement (collectively the "Work"). Contractor's employees and personnel shall be qualified and experienced to perform the portions of the Work to which they have been assigned. In performing the Work hereunder, Contractor shall be an independent contractor, maintaining control over and having sole responsibility for Contractor's employees and other personnel. Neither Contractor, nor any of Contractor's sub-contractors or sub-subcontractors, if any, nor any of their respective employees or personnel, shall be deemed servants, employees, or agents of Owner.

2. The Contractor hereby agrees to commence and complete the Work under the Contract Documents for the 2019 Planting Areas within the time specified for each planting in the Contract Documents (the "Contract Time").

3. The Contractor agrees to pay the Owner, as liquidated damages, the sum of $100 for each calendar day that expires after the Contract Time.

4. The Contractor agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the amounts shown in the Price Sheet, included within the Bid Proposal Form, as said amount may be hereafter adjusted pursuant to the terms of the Contract Documents ("Contract Price").

The final contract amount will be subject to adjustments based on allowances.
and bid items based on their respective unit prices in bid form and actual in-place unit quantities for those listed below.

**ACRE RATES**:  
Acre rates include all pre-burn planning, fireline preparation, ignition and stand-by time, mop-up and monitoring time as well as all other labor, materials, equipment, tools, transportation (personnel), equipment mobilization, and supplies required to complete the work. Unit prices are provided to compensate for carryover into adjacent wetlands, when conditions warrant a planned carryover.

<table>
<thead>
<tr>
<th>Area*</th>
<th>Estimated Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Estimated Annual Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018/19 Dormant Season</td>
<td>536</td>
<td>Ac</td>
<td>$40.00</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>2019/20 Dormant Season</td>
<td>366</td>
<td>Ac</td>
<td>$40.00</td>
<td>$14,400.00</td>
</tr>
</tbody>
</table>

**HOURLY RATES**:  
Payments based on hourly personnel and equipment rates can be applied to all tract types. Hourly rates can also be applied to the following situations and tasks: long-term mop-up, monitoring, or re-burn situations, wildfire suppression, and fireline maintenance (annual), establishment and rehabilitation services. In general, hourly rates can be applied to tracts that need extra time and attention to better meet prescribed burn goals and objectives or to areas that have special safety concerns.

- THE TOTAL NOT-TO-EXCEED CONTRACT VALUE IS $115,000, INCLUSIVE OF ALL SERVICES USING PER ACRE RATES HOURLY RATES (TABLES 1 & 2). CONTRACTOR AND OWNER AGREE THAT NO WORK PURSUANT TO THIS CONTRACT SHALL BE COMPENSATED BEYOND THE MAXIMUM CONTRACT VALUE.
Table 1 Personnel/Mobilization Rates:
Hourly rates for personnel and mobilization.

<table>
<thead>
<tr>
<th>PERSONNEL</th>
<th>HOURLY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative</td>
<td>$ 40.00 /hour</td>
</tr>
<tr>
<td>Burn Technician</td>
<td>$ 25.00 /hour</td>
</tr>
<tr>
<td>Burn Manager</td>
<td>$ 25.00 /hour</td>
</tr>
<tr>
<td>GIS Professional</td>
<td>$ 40.00 /hour</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$ 38.00 /hour</td>
</tr>
<tr>
<td>ONE WAY MOBILIZATION RATE</td>
<td>$ 100.00 /hour</td>
</tr>
</tbody>
</table>

Table 2 Equipment Rates:
All rates include operator (except ATV's) and fuel.

<table>
<thead>
<tr>
<th>EQUIPMENT LIST</th>
<th>EQUIPMENT DESCRIPTION (type, model, etc.)</th>
<th>HOURLY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Deer Dozer</td>
<td>JD 450</td>
<td>$ 95/hour</td>
</tr>
<tr>
<td>Rome Fire Plow</td>
<td>-</td>
<td>$ -/hour</td>
</tr>
<tr>
<td>(3) ATV W/ Water Tank</td>
<td>-</td>
<td>$ -/hour</td>
</tr>
<tr>
<td>Rome Harrow</td>
<td>HD Harrow Disk 8'</td>
<td>$ 100/hour</td>
</tr>
<tr>
<td>Timber King Mulcher</td>
<td>8' Felon Head</td>
<td>$ 300/hour</td>
</tr>
<tr>
<td>(2) Roller Choppers</td>
<td>10' Marden</td>
<td>$ 90/hour</td>
</tr>
</tbody>
</table>
John Deer Dozer | 650 D | $ 95/hour

Personnel and Equipment: include all potential foremen and all equipment, including primary movers and planting implements; include details of any specialized implement that may be used during the course of the contract. All personnel and equipment listed will be considered for turn-key services.

| Mark Register (Foreman) |  
| Jeff Allan (Foreman) |  
| Hoedads (Planting Tool) |  
| Seedling Bags |  
| Pick-Up Truck |  
| Trailer |  

CONSENT
AGENDA ITEM #
Unit Price Sheet:

Total Acreage is shown on attached Figures A & B.
FY 18/19: 72,000 Wiregrass and 70,000 Longleaf Seedlings
FY 19/20: 36,000 Wiregrass and 43,000 Longleaf Seedlings

<table>
<thead>
<tr>
<th>FY</th>
<th>Planting Type</th>
<th>Species &amp; Medium</th>
<th>Cost per 1,000 seedlings</th>
</tr>
</thead>
<tbody>
<tr>
<td>18/19</td>
<td>Hand Plant</td>
<td>Containerized Longleaf Pine</td>
<td>$286.00</td>
</tr>
<tr>
<td>18/19</td>
<td>Hand Plant</td>
<td>Containerized Wiregrass</td>
<td>$217.00</td>
</tr>
<tr>
<td>19/20</td>
<td>Hand Plant</td>
<td>Containerized Longleaf Pine</td>
<td>$286.00</td>
</tr>
<tr>
<td>19/20</td>
<td>Hand Plant</td>
<td>Containerized Wiregrass</td>
<td>$217.00</td>
</tr>
</tbody>
</table>

Bidder: ________________________________
Date: ________________________________
5. The term "Contract Documents" means and includes the following documents, all of which are incorporated into this Agreement by this reference:

Section 1 INTRODUCTION
Section 2 PROPOSED SCHEDULE
Section 3 INSTRUCTIONS TO BIDDERS
Section 4 KEY POINTS
Section 5 SCOPE OF WORK (PLANTING)
Section 6 SCOPE OF WORK (BURNING)
Section 7 PROPOSAL RESPONSE FORMS
Section 8 STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS
Section 9 PUBLIC ENTITY CRIMES STATEMENT

SPECIFICATIONS dated October 2018.

ADDENDA

No. __, dated ________________, 20__

No. __, dated ________________, 20__

No. __, dated ________________, 20__

The Contract Documents also includes any written amendments to any of the above signed by the party to be bound by such amendment. The Contract Documents are sometimes referred to herein as the Agreement".

6. The Owner will pay the Contract Price to the Contractor in the manner and at such times as set forth in Contract Documents.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

8. This Agreement shall be governed by the laws of the State of Florida.

9. All notices required or made pursuant to this Agreement shall be in writing and, unless otherwise required by the express terms of this Agreement, may be given either (i) by mailing same by United States mail with proper postage affixed thereto, certified, return receipt requested, or (ii) by sending same by Federal Express, Express Mail, Airborne, Emery, Purolator or other expedited
mail or package delivery, or (iii) by hand delivery to the appropriate address as herein provided. Notices to Owner required hereunder shall be directed to the following address:

If to Owner:  
City of Panama City Beach  
110 South Arnold Road  
Panama City Beach, FL 32413  
ATTENTION: Mario Gisbert, City Manager  
Fax No.: (850) 233-5108

If to Contractor: ________________________________  
ATTENTION: ________________________________  
Fax No.: ________________________________

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

10. The failure of Owner to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a continuing waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

11. Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by this Agreement.

12. Should any provision of the Agreement be determined by a court with jurisdiction to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

13. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural. The term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement.
otherwise. Additionally, the parties hereto acknowledge that they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.

14. For this Project, Owner has designated a Project Representative to assist with respect to the administration of this Agreement. The Project Representative shall be Michael Roe, Utilities Engineer, email - mroe@pcbgov.com.

15. Contractor acknowledges and agrees that no interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the Owner, Project Representative, or Engineer may be responsible, in whole or in part, shall relieve Contractor of its duty to perform or give rise to any right to damages or additional compensation from Owner. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against Owner will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This section shall expressly apply to claims for early completion, as well as to claims based on late completion. Notwithstanding the foregoing, if the Work is delayed due to the fault or neglect of Owner or anyone for whom Owner is liable, and such delays have a cumulative total of more than 90 calendar days, Contractor may make a claim for its actual and direct delay damages accruing after said 90 calendar days. Except as expressly set forth in this section, in no event shall Owner be liable to Contractor whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.
16. INSURANCE - BASIC COVERAGEs REQUIRED

The Contractor shall procure and maintain the following described insurance on policies and with insurers acceptable to Owner. Current Insurance Service Office (ISO) policies, forms, and endorsements or equivalents, or broader, shall be used where applicable.

These insurance requirements shall not limit the liability of the Contractor. The insurance coverages and limits required of Contractor under this Agreement are designed to meet the minimum requirements of Owner and the Owner does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities. Contractor alone shall be responsible to the sufficiency of its own insurance program.

The Contractor and the Contractor's subcontractors and sub-subcontractors shall be solely responsible for all of their property, including but not limited to any materials, temporary facilities, equipment and vehicles, and for obtaining adequate and appropriate insurance covering any damage or loss to such property. The Contractor and the Contractor's sub-contractors and sub-subcontractors expressly waive any claim against Owner arising out of or relating to any damage or loss of such property, even if such damage or loss is due to the fault or neglect of the Owner or anyone for whom the Owner is responsible. The Contractor is obligated to include, or cause to be included, provisions similar to this paragraph in all of the Contractor's subcontracts and its subcontractors' contracts with their sub-subcontractors.

The Contractor's deductibles/self-insured retention's shall be disclosed to Owner and are subject to Owner's approval. They may be reduced or eliminated at the option of Owner. The Contractor is responsible for the amount of any deductible or self-insured retention. Any deductible or retention applicable to any claim or loss shall be the responsibility of Contractor and shall not be greater than $25,000, unless otherwise agreed to, in writing, by Owner.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of Owner shall be considered excess, as may be applicable to claims or losses which arise out of the Hold Harmless, Payment on Behalf of Owner, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.
WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE COVERAGE

The Contractor shall purchase and maintain workers' compensation and employers' liability insurance for all employees engaged in the Work, in accordance with the laws of the State of Florida, and, if applicable to the Work, shall purchase and maintain Federal Longshoremen's and Harbor Workers' Compensation Act Coverage. Limits of coverage shall not be less than:

<table>
<thead>
<tr>
<th>Limit Each Accident</th>
<th>Limit Disease Aggregate</th>
<th>Limit Disease Each Employee</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,000,000</td>
<td>$1,000,000</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

The Contractor shall also purchase any other coverage required by law for the benefit of employees.

The Contractor shall provide to Owner an Affidavit of its executive officer or principle stating that it qualifies as an independent contractor under the standards set forth in Florida Statute 440.02 (15) (d).

COMMERCIAL GENERAL LIABILITY COVERAGE

Contractor shall purchase and maintain Commercial General Liability Insurance on a full occurrence form. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage, Products and Completed Operation Liability coverages and shall not exclude coverage for the "X" (Explosion), "C" (Collapse) and "U" (Underground) Property Damage Liability exposures. Limits of coverage shall not be less than:

| Bodily Injury, Property Damage & Personal Injury Liability | $1,000,000 Combined Single Limit Each Occurrence, and $2,000,000 Aggregate Limit |

The General Aggregate Limit shall be specifically applicable to this Project. The Completed Operations Liability coverages must be maintained for a period of not less than three (3) years following Owner's final acceptance of the project.

The Contractor shall add Owner as an additional insured through the use of Insurance Service Office Endorsements No. CG 20.10.10.01 and No. CG 20.37.10.01 wording or equivalent, or broader, an executed copy of which shall be attached to or incorporated by reference on the Certificate of Insurance to be provided by Contractor pursuant to the requirements of the Contract Documents.
BUSINESS AUTOMOBILE LIABILITY COVERAGE

The Contractor shall purchase and maintain Business Automobile Liability Insurance as to ownership, maintenance, use, loading and unloading of all of Contractor's owned, non-owned, leased, rented or hired vehicles with limits not less than:

| Bodily Injury & Property Damage | $1,000,000 Combined Single Limit Each Accident |

EXCESS OR UMBRELLA LIABILITY COVERAGE

Contractor shall purchase and maintain Excess Umbrella Liability Insurance or Excess Liability Insurance on a full occurrence form providing the same continuous coverages as required for the underlying Commercial General, Business Automobile and Employers' Liability Coverages with no gaps in continuity of coverages or limits with Owner 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 $1,000,000 each occurrence and aggregate as required by Owner.

PROPERTY INSURANCE COVERAGE (Applies to Control Building and Walled Service/Storage Yard only)

The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Price for Control Building and Walled Service/Storage Yard, plus value of subsequent Change Orders and/or Construction Change Directives and cost of materials supplied or installed by others, comprising the total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in the Contract Documents or until no person or entity other than the Owner has an insurable interest in the property required by this section to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Engineer's and Contractor's services and expenses required as a result of such insured loss.

If the Owner is damaged by the failure or neglect of the Contractor to purchase or
maintain insurance as described herein, without so notifying the Owner in writing, then the Contractor shall bear all reasonable costs properly attributable thereto.

Any deductibles shall be disclosed to Owner and are subject to Owner's prior review and approval. If the Owner approves any such deductibles, the Contractor shall pay costs not covered because of such deductibles to the extent the casualty event was caused by the fault or neglect of Contractor or anyone for whom Contractor is responsible, otherwise Owner shall pay such costs.

This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

If the Owner requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Contractor shall include such insurance, and the cost thereof shall be paid for by the Owner. Unless expressly requested by Owner in advance and in writing, if the Contractor procures insurance for risks other than those described herein or other special causes of loss are included in the property insurance policy, the cost thereof shall be borne solely by the Contractor.

Before an exposure to loss may occur, the Contractor shall file with the Owner a copy of each policy that includes insurance coverage's required by this section. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 10 days' prior written notice has been given to the Owner.

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Engineer, Engineer's consultants, separate contractors, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this section, except such rights as they have to proceeds of such insurance held by the Owner. The Owner or Contractor, as appropriate, shall require of the Engineer, Engineer's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

A loss insured under the property insurance shall be adjusted by the Owner and made payable to the Owner for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Contractor shall pay
Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

The Owner shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in accordance with the dispute resolution procedures set forth in the Contract Documents.

ADDITIONAL INSURANCE

The Owner requires the following additional types of insurance:

Commercial General Liability Increased General Aggregate Limit. Because the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided for all projects, a separate aggregate limit of $2,000,000 is required by the Owner for this Agreement and project.

INDEMNITY:

The Contractor shall defend, indemnify and hold the Owner harmless from all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting from or arising out of the agreement or work to be performed, unless such claims are a result of the Owner's sole reckless or grossly negligent conduct. The Contractor agrees to pay on behalf of the Owner, and to pay the cost of the Owner's legal defense, for all claims described above. Such payment on behalf of the Owner shall be in addition to any and all other legal remedies available to the Owner and shall not be considered to be the Owner's exclusive remedy. The Contractor agrees to accept, and acknowledges as adequate remuneration, the consideration of $10 and the Owner's reliance upon these covenants, for agreeing to defend, indemnify, hold harmless and insure the Owner as required.

PUBLIC RECORDS: 21. Owner 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 Contractor is acting on behalf of Owner as provided under Section 119.011(2), Florida Statutes, and implemented through the judicially established "totality of factors" analysis, Contractor 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 Owner in order to perform the service.

b. Upon request of the Owner, provide the public with access to public records on the same terms and conditions that the Owner would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

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

d. Meet all requirements for retaining public records and transfer, at no cost, to the Owner, 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 Owner in a format that is compatible with the information technology systems of the Owner.

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

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

(Seal)

OWNER:
CITY OF PANAMA CITY BEACH, FLORIDA

ATTEST:

BY: _____________________________
NAME: ____________________________ (Please type)
TITLE: ____________________________

City Clerk

CONTRACTOR:

ATTEST:

BY: _____________________________
NAME: ____________________________ (Please Type)

NAME: ____________________________ (Please Type)

ADDRESS: _______________________
REGULAR
ITEM 1
HOLD PUBLIC HEARING AND CONSIDER FIRST READING OF ORDINANCE REPEALING HEIGHT INCENTIVES AND MAKING CERTAIN ARCHITECTURAL AMENITIES MANDATORY.

<table>
<thead>
<tr>
<th>AGENDA</th>
<th>IS THIS ITEM BUDGETED (IF APPLICABLE)?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Budget Amendment or N/A</td>
</tr>
<tr>
<td>Presentation</td>
<td>Yes ☐ No ☐ N/A ☑</td>
</tr>
<tr>
<td>Public Hearing</td>
<td>☑</td>
</tr>
<tr>
<td>Consent</td>
<td>☑</td>
</tr>
<tr>
<td>Regular</td>
<td>☑</td>
</tr>
</tbody>
</table>

- **BACKGROUND:** (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

  FOLLOWING THE COUNCIL'S CONSIDERATION OF FIVE REQUESTS FOR HEIGHT INCREASES BASED ON INCENTIVES ON SEPTEMBER 27, 2018, THE COUNCIL REQUESTED STAFF PREPARE AN ORDINANCE REPEALING THE CITY'S HEIGHT INCENTIVE SCHEDULE. BASED ON COMMENTS MADE DURING THE SEPTEMBER 27, 2018 HEARINGS, AND FROM INDIVIDUAL MEETINGS WITH EACH COUNCIL MEMBER, STAFF HAS PREPARED THE ATTACHED ORDINANCE WHICH, IN ADDITION TO REPEALING HEIGHT INCENTIVES, ALSO MAKES MANDATORY FOR APPLICABLE DEVELOPMENTS IN THE FBO DISTRICTS THE LIGHTING, ENTRYWAY, SKYLINE AND BUILDING BASE ARCHITECTURAL AMENITIES PREVIOUSLY AVAILABLE AS OPPORTUNITIES IN THE HEIGHT INCENTIVE SCHEDULE.

  THE PRIMARY EFFECT OF THE ORDINANCE'S AMENDMENTS WILL BE TO ESTABLISH AND CONFIRM 150’ AS THE CITY'S MAXIMUM BUILDING HEIGHT. THE SECONDARY EFFECT WILL BE TO VISUALLY ENHANCE THE LARGER BUILDINGS DEVELOPED IN THE FRONT BEACH OVERLAY DISTRICTS.

  THIS ITEM WAS READVERTISED AFTER THE OCTOBER 11 MEETING WAS UNABLE TO CONVENE FOR LACK OF A QUORUM. A PUBLIC HEARING HAS BEEN PROPERLY READVERTISED FOR THE NOVEMBER 8, 2018 MEETING. THE PLANNING BOARD CONSIDERED THIS ORDINANCE AT ITS OCTOBER 8, 2018, MEETING AND RECOMMENDS APPROVAL.

  STAFF RECOMMENDS APPROVAL. IF THE COUNCIL APPROVES THE ORDINANCE ON FIRST READING, STAFF WILL PUBLISH NOTICE OF A PUBLIC HEARING FOR SECOND READING AND ADOPTION.
ORDINANCE NO. 1475

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY’S LAND DEVELOPMENT CODE; REPEALING THE AVAILABILITY OF HEIGHT INCENTIVES; REQUIRING THE PROVISION OF LIGHTING, ENTRYWAY, SKYLINE AND BASE ARCHITECTURAL AMENITIES; AMENDING TABLES ESTABLISHING MAXIMUM HEIGHTS TO REMOVE REFERENCES TO HEIGHTS THAT MAY BE ACHIEVED THROUGH INCENTIVES; AMENDING SECTIONS WITH REFERENCES TO HEIGHT INCENTIVES; PROVIDING THAT MAXIMUM HEIGHT IN THE FBO CANNOT BE MODIFIED; REPEALING ORDINANCE 1470 AND ALL OTHER ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWIT; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, in 2012, the City adopted a Land Development Code, which set maximum heights in all zoning categories, and also provided the opportunity for additional height to be pursued through a table of height incentives; and

WHEREAS, the Council finds and determines that the public benefit arising from the height incentive options no longer outweighs the benefits of strict compliance with the City’s height design guidelines; and

WHEREAS, the Council finds and determines that the repeal of height incentives is in the best interest of the public health, safety, and welfare; and

WHEREAS, the Council finds that the architectural amenities contemplated in the City’s height incentive schedule do in fact benefit the community by creating visually pleasing and interesting buildings and that such features should be made mandatory for development in the City’s Front Beach Overlay District.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH:
SECTION 1. From and after the effective date of this ordinance, Section 4.02.02E and Table 4.02.02B of the Land Development Code of the City of Panama City Beach related to Height Incentives are hereby repealed.

SECTION 2. From and after the effective date of this ordinance, Section 4.02.02E of the Land Development Code of the City of Panama City Beach related to Building Height, Setback and Coverage Requirements, is amended to read as follows (new text bold and underlined, deleted text struckthrough):

4.02.02 Dimensional Standards for Zoning Districts

D. Building Height, Setback and Coverage Requirements

1. Building location is determined by the Setback standards from the property line on the front, sides and rear of the property. Table 4.02.02.A sets forth the Setback requirements, along with the maximum Building Height for each zoning district. These provisions are modified for FBO districts pursuant to Section 7.02.03.

2. Every part of the required Setback area shall be open from its lowest point to the sky, unobstructed except for the customary projection of sills, belts, courses, Cornices, ornamental features, and Eaves that do not extend more than three (3) feet into the setback area; approved Accessory Buildings; and fencing. Open or enclosed fire escapes, outside stairways, balconies, chimneys, flues, generators or other projections shall not extend into any required Setback area, except that uncovered steps may project not more than three (3) feet into any required Setback area. Air conditioner/heat pumps shall be located the lesser of the Setback for the principal Building or five (5) feet from the property line. Underground improvements are not subject to Setback requirements.
3. **Building Height** shall be measured from the highest crown (highest point in the vehicular area of the right of way) of an abutting street to the highest point of the ceiling in the highest habitable **Story**.

4. **Roof** pitches greater than 12:12 (twelve feet of rise for twelve horizontal feet), height are prohibited.

5. Nothing shall extend above the ridgeline except chimneys, cupolas, steeples, parapets, antennas, mechanical equipment and elevator equipment. Within the AR zoning district, height limitations shall not apply to silos.

6. Within commercial districts, there shall be no projection of sills, belts, courses ornamental features or **Eaves** over any public right-of-way.
Table 4.02.02.A: Building Height and Setback Standards

<table>
<thead>
<tr>
<th>Zoning District</th>
<th>Maximum Building Height (in feet) (^6) Without/With Incentives</th>
<th>Minimum Setbacks from Property Lines (in feet)</th>
<th></th>
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<tbody>
<tr>
<td></td>
<td>Front</td>
<td>Side</td>
<td>Side Adjacent to Street</td>
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<tr>
<td>----------------</td>
<td>-------------------------------</td>
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<td>-------------------------</td>
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<tr>
<td>AR</td>
<td>35</td>
<td>25</td>
<td>50(^1)</td>
</tr>
<tr>
<td>R-1a</td>
<td>35</td>
<td>30</td>
<td>12</td>
</tr>
<tr>
<td>R-1b</td>
<td>35</td>
<td>25</td>
<td>7.5</td>
</tr>
<tr>
<td>R-1c</td>
<td>35</td>
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<td>5</td>
</tr>
<tr>
<td>R-1cT</td>
<td>35</td>
<td>20</td>
<td>5</td>
</tr>
<tr>
<td>R-O</td>
<td>35</td>
<td>20</td>
<td>0(^1,2)</td>
</tr>
<tr>
<td>RTH</td>
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<td>25</td>
<td>7.5</td>
</tr>
<tr>
<td>R-2</td>
<td>35</td>
<td>25</td>
<td>5(^1)</td>
</tr>
<tr>
<td>R-3</td>
<td>55</td>
<td>25</td>
<td>5(^1)</td>
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<tr>
<td>CL</td>
<td>35</td>
<td>25</td>
<td>5(^1)</td>
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<tr>
<td>CM</td>
<td>55</td>
<td>25</td>
<td>5(^1)</td>
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<td>5(^1)</td>
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<td>55/85</td>
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<td>5(^1)</td>
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<td>25</td>
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<tr>
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<td>55/85</td>
<td>25</td>
<td>5(^1)</td>
</tr>
<tr>
<td>PF</td>
<td>55/85</td>
<td>25</td>
<td>5(^1)</td>
</tr>
</tbody>
</table>

\(^1\) The Side Yard Setbacks shown apply to one-story Buildings. For each story above the first story, the Side Yard Setback shall increase 2.5 feet.

\(^2\) A zero Side Yard Setback is allowed, but shall apply to only one Side Yard. The second Side Yard shall have a Setback of eight (8) feet.

\(^3\) The minimum Rear Yard Setback shall increase four (4) feet for each Story above the third story. In the M-1 district the Rear Yard Setback shall increase six and one-half (6.5) feet for every Story above the first Story.

\(^4\) The minimum Side Street Setback shown applies to 1-3 story Buildings. For each Story above the third Story, the Side Street Setback shall increase 2.5 feet.

\(^5\) The minimum Setback for a Side or Rear Yard, adjacent to an R-2 district or above (R-2 through AR), shall be as shown in the table. For each Story above the first, such Side and Rear Yard Setback shall increase

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by one (1) foot for every foot of height beginning at fifteen (15) feet from the side or rear property line as applicable.

6 Maximum height may be affected by Setback or overlay district requirements. Where two (2) numbers are listed, the higher number is the maximum height that may be achieved through the use of height incentives.

7. Within the Residential subdivisions listed below that are located outside an FBO district, no permit shall be issued for a three (3) Story dwelling or a dwelling exceeding twenty (20) feet in Building Height until at least thirty (30) percent of the lots in the subdivision have been developed with two (2) story dwellings. This provision does not apply to the portions of the following subdivisions located within an FBO district:

Miramar Beach Area - All R-1C zoned areas in the following subdivisions:
• Miramar Heights Subdivision
• Wells Gulf Beach Estates
• Miramar Beach 1st Addition

Palmetto Trace - All phases.

Summerwood - All phases.

Summerbreeze Subdivision - All phases

Gulf Highlands, Unit 2 - All R-1B zoned areas.

Open Sands - All R-1C zoned areas including the Pura Vida unrecorded subdivision.

Gulf Highlands Subdivision - All R-1B or R-1C zoned areas.

El Centro Beach Area - All R-1C zoned areas in the following subdivisions:
• El Centro Beach
• Diamond Head Section of Lakeside By The Gulf
• Crown Point Section of Lakeside By The Gulf

Colony Club Area - All property zoned as R-1A in the following subdivisions:
• Greens West
• Bay West Estates Unit 1
• Colony Club Subdivision Phase 1
• Trieste Phase 2
• North Colony Club Estates Phase 1
• Trieste
• Colony Club Harbours Phases 1, 2, and 3
• All unrecorded lots in the Colony Club area.

The Glades Area - All property zoned as R-1B or R-O in the following subdivisions:
• The Glades and The Glades Phase II
• Tierra Verde and Tierra Verde Phase II
• Glades unrecorded addition

Bid-A-Wee Beach Area - All property zoned as R-1C or R-O in the following subdivisions:
• Seclusion Beach
• North Bid-A-Wee 1st Addition
• North Bid-A-Wee Beach
• Reflections
• Bid-A-Wee Beach 1st Addition
• Bahama Beach and Bahama Beach 1st Addition
• Daugette Addition to Bahama Beach
• Fernwood Park
• Gardenia Beach
• Hearn's Addition to Bahama Beach
• Hutchinson's 1st Addition and 2nd Addition
• Leary's 2nd Addition

(Ord. #1340, 4/9/15)

SECTION 3. From and after the effective date of this ordinance, Section
7.02.03H of the Land Development Code of the City of Panama City Beach related to Building Heights and Podium Standards in FBO Districts, is amended to read as follows (new text bold and underlined, deleted text struckthrough):

**7.02.03 H. Building Height and Podium Standards**

1. Table 7.02.03.H establishes the minimum and maximum **Heights** for **Buildings** in each of the FBO districts in terms of feet.

2. In each of the districts, additional height may be achieved through incentives established in Section 4.02.02E.

3. Table 7.02.03.I establishes standards for upper **Stories** that are built on top of the Building podium or base **Stories**, which are defined in terms of maximum feet (Stories). Illustrations following the exhibit are conceptual only and are not intended to mandate the position of upper Stories on the podium, provided, however, that in the FBO-3 and FBO-4 districts, the side **Setbacks** shall be increased by at least fifteen (15) feet above the lesser height of one hundred twenty (120) feet or ten (10) Stories. The City Manager is authorized to modify the Setback and podium standards for Buildings receiving height incentives to provide architectural flexibility while achieving the purposes of the FBO-3 and FBO-4 districts and retaining the net impact of reducing the average floor area of all Stories above the required podium by twenty-five (25) percent of the ground floor area.

4. In a FBO-2 or FBO-3 district, Buildings thirty-five (35) feet tall or taller shall be set back from an FBO-1 or Single Family Residential district at least one hundred (100) feet. Starting at a distance of one hundred (100) feet from the applicable district boundary, Building **Height** may be increased to forty-five (45) feet. Beyond two hundred (200) feet, Building **Height** may be increased from forty-five (45) feet by one (1) foot for every one (1) foot increase in Setback. See Figure 7.02.03.A.

5. In the FBO-1 district, Buildings may extend an additional ten (10) feet beyond the total height allowed in this section provided that the portion of the Building exceeding the total height includes a tower room only. Tower rooms are restricted to a maximum of one hundred (100) square feet in area, excluding stairwells.

6. In the FBO-1 district, the width of the building above the second **Story** shall be not be greater than seventy-five (75) percent of the width of the **Ground Story**.
each Story shall be measured at the widest part of the applicable Story parallel to the shoreline of the Gulf of Mexico. The provisions of this paragraph and Table 7.02.03.1 shall not apply to lots that are narrower than fifty-five (55) feet, as measured perpendicular to the lot's primary frontage road.

Table 7.02.03.H: Minimum and Maximum Building Heights (in feet)

<table>
<thead>
<tr>
<th></th>
<th>FBO-1</th>
<th>FBO-2</th>
<th>FBO-3</th>
<th>FBO-4</th>
</tr>
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<tbody>
<tr>
<td>Minimum</td>
<td>12</td>
<td>14</td>
<td>14</td>
<td>14</td>
</tr>
<tr>
<td>Maximum Without Incentives</td>
<td>35</td>
<td>45</td>
<td>75</td>
<td>150</td>
</tr>
<tr>
<td>Maximum With Incentives</td>
<td>45</td>
<td>65</td>
<td>110</td>
<td>220</td>
</tr>
</tbody>
</table>

Notes:
1: Height shall be measured in accordance with section 4.02.02.
2: The maximum height may be limited in the FBO-2 or FBO-3 district by the provisions of section 7.02.03.H.4.

SECTION 4. From and after the effective date of this ordinance, Section 7.02.03N of the Land Development Code of the City of Panama City Beach related to Building Design Standards in FBO Districts, is amended to read as follows (new text bold and underlined, deleted text struckthrough):

**7.02.03 N. Building Design Standards**


(a) In the FBO-1 and FBO-2 districts, no more than two (2) materials shall be visible on any exterior facade, not including windows, doors, foundation walls, columns, chimneys, soffits and trim. If two wall materials are used, heavier-weighted materials shall be located below lighter-weighted materials, as defined in 7.02.03.L and separated by a horizontal joint. Vertical changes in material shall not occur within two (2) feet of an exterior corner. When possible, vertical changes in materials shall
occur at interior corners (see Figure 7.02.03.R). Allowed materials include wood, stone, brick, stucco, architectural block (split faced), and cementitious materials.

(Table 7.02.03.L omitted)

(b) Building exteriors in the FBO-3 and FBO-4 districts shall be clad in masonry materials only. Masonry materials include stone, brick or stucco. Cementitious materials that mimic wood lap siding are not an approved masonry material for any building that is more than three (3) stories in Height. No more than two materials shall be visible on any exterior façade, not including windows, doors, foundation walls, soffit, columns and trim. If two wall materials are used, heavier-weighted materials shall be located below lighter-weighted materials, as defined in Table 7.02.03.L and separated by a horizontal joint. Changes in material along a horizontal plane shall not occur within two (2) feet of an exterior corner. When possible, these horizontal changes in materials shall occur at interior corners. (see Figure 7.02.03.R)

(Figure 7.02.03.R omitted)

2. Front Porches and Stoops. (See Figure 7.02.03.S and 7.02.03.T)

(a) Porches and stoops shall be raised a minimum of thirty (30) inches above the grade of the sidewalk.

(b) Front porches shall be a minimum of eight (8) feet deep. Porch beams shall be visible. Porch column width shall match the width of the porch beams. To the greatest practical extent, columns and piers should be evenly spaced.

(c) Handicapped ramps used in conjunction with a front porch or stoop shall be constructed of masonry, concrete, pressure treated lumber or composite lumber, and shall not be located on a Street-facing side of the porch.

(Figure 7.02.03.S omitted)

3. Stoops and covered stoops shall be constructed of stone, brick, concrete, pressure treated materials and composite materials, and shall be a minimum of three (3) feet deep and a minimum of five (5) feet wide. A covered stoop greater than eight (8) feet wide shall be considered a porch.

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AGENDA ITEM #
4. Covered stoops shall have a visible means of support for the Roof consisting of beams and columns, piers or brackets. Columns and piers shall have the same width and spacing requirements as columns and piers for porches. Stoops and covered stoops shall be accessed by stairs.

[Figure 7.02.03.T omitted]

5. **Balconies.** Balconies facing adjacent to and facing the sandy shore of the beach shall extend no further than three (3) feet beyond the Building wall without the use of brackets, hangers, piers or columns. Balconies extending from three (3) to five (5) feet from the Building wall shall incorporate the use of brackets, hangers, columns or piers as a visible means of support. A balcony extending beyond five (5) feet from the Building wall shall use walls, columns or piers as a visible means of support. (see 7.02.03.U)

[Figure 7.02.03.U omitted]

6. **Mechanical Unit Location.** Mechanical equipment shall not be located at the front of a Building. Mechanical equipment shall be located in areas that are screened from the public streetscape or public Access ways by the sides and rears of Buildings or within mechanical areas inside the Buildings. Roof-top mechanical equipment shall be screened by a wall that is equal to the height of the equipment being screened.

7. **Utilities.** On-site utilities shall be screened or incorporated into building insets to the greatest practical extent.

8. **Modulation.** In the FB0-3 and FBO-4 districts, recesses and projections shall be used to create shadow lines to break up the massing of all Buildings taller than four (4) Stories that have more than seventy-five (75) feet of Frontage along Front Beach Road and South Thomas Drive for all Stories above the fourth Story. The minimum depth of modulation shall be two (2) feet. The minimum horizontal width shall be five (5) feet and the maximum horizontal width per module shall be fifty (50) feet. (see Figure 7.02.03.V)

[Figure 7.02.03.V omitted]

9. **Recognizable Top.** In the FB0-3 and FBO-4 districts, a recognizable “top” is required consisting of (but not limited to) (a) Cornice treatments, (b) roof overhangs with brackets, (c) stepped parapets, (d) richly textured materials (e.g. tile or masonry treatments), (e) differently colored materials; colored “stripes” are not acceptable as
the only treatment, or (f) other non-habitable space that is under a pitched roof and above the top floor ceiling shall not be counted towards building height.

10. **Recognizable Base.** [In the FBO-3 and FBO-4 districts,] a recognizable "base" is required at ground level consisting of (but not limited to): (a) protruding walls; (b) richly textured materials (e.g., tile or masonry treatments; (c) special materials such as ceramic tile, granite and marble; (d) contrasting colored materials mullions, and/or panels.

11. **Entryways.** Enhanced landscaping, landscape planters or wing walls, structural or vegetative shading features and benches or other seating components shall be incorporated into entryways.

12. **Lighting.** Architectural lighting highlighting building columns, cornices or other distinguishing architectural features shall be required along the front façade of buildings. Designs shall not interfere with turtle nesting season protections.

SECTION 5. From and after the effective date of this ordinance, Table 7.02.03N, in Section 7.02.03Q, of the Land Development Code of the City of Panama City Beach related to Building Design Standards in FBO Districts, is amended to read as follows (new text **bold and underlined**, deleted text **struckthrough**):

**Q. FBO District Development Procedures**

1. **Approvals Required.** (see Table 7.02.03.M)

   (a) Applications for Development approval within the FBO districts are processed in accordance with Chapter 10 of the LDC, except as modified by this subsection.

   (b) A Large Site Development (see section 7.02.03P) requires approval of a Master Plan that follows the Type V (Master Plan) review procedures established in Chapter 10.

   (c) A Plat cannot be approved by the City Council until the Master Plan has been approved by the Planning Board through the Type V approval process. All Plats shall be consistent with the Master Plan.
(d) All other Development requires Type 1 approval.

Table 7.02.03.M: Summary of Approval Requirements

<table>
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<tr>
<th>Development Category</th>
<th>Type I Process</th>
<th>Type II Process</th>
<th>Type V Process</th>
<th>Type VI Process</th>
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<td>Large Site Development or Conditional Use, no Subdivision</td>
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<td></td>
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<tr>
<td>Large Site Development or Conditional Use, with Subdivision</td>
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<td>All other Uses or Development</td>
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<tr>
<td>Variance requests</td>
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2. Concept Plan. This section does not require detailed engineering or Site Plan drawings as a prerequisite to approval required by the Planning Board. An applicant may provide a concept plan showing the general types and locations of proposed Development and Street layouts (such as a bubble plan) before submitting a formal Type I, II or V application. The Building and Planning Department and the Engineering Department may submit informal comments on the Concept Plan. However, any comments relating to the Concept Plan are for the applicant's convenience and do not have any binding effect on subsequent approvals.

3. Master Plan. Master Plan approval is subject to section 10.10.00 of the LDC, except as provided below:

(a) The provisions of section 10.10.01E and section 10.10.02C.2 do not apply to the approval of a Master Plan in the FBO Districts and alternative procedures and standards are provided below.

(b) A property owner has the burden of proof to demonstrate that the Master Plan complies with the FBO district standards.

(c) In lieu of section 10.10.02C.2, the applicant shall demonstrate:

(1) For a Large Site Development, that the proposed Development conforms to the standards established in section 7.02.03 in addition to all applicable requirements of this subsection; or
(2) For a Conditional Use other than a Large Site Development, that the proposed Development conforms to all applicable requirements of this subsection and the conditions established in section 5.06.00.

4. Changes to Master Plans. Changes to master plans may be authorized subject to the provisions of section 10.15.00.

5. Final Development Plan. After final approval of a Master Plan, the applicant shall submit a final development plan for Type I Review (see section 10.06.00). An approved final development plan is required before issuance of a Building Permit.

(Ord. #1254, 11/14/13)

6. Modification of FBO Standards

(a) Intent. The City desires to maintain the design integrity and functionality of the FBO district, while providing flexibility and the ability to provide quality Development on the relatively small Lots that characterize the Front Beach Road corridor.

(b) Categories of Standards. Table 7.02.03.N establishes three (3) categories of standards:

(1) Not Modifiable. Those regulations that cannot be modified or varied are considered essential to the concept of reducing the number and length of automobile trips and to achieve the purposes of the FBO districts.

(2) Administrative Modifications. Those regulations that can be modified by: (1) the Building and Planning Department if only a Type I approval is required or (2) by the agency with final approval authority if a Class II or Class V approval is required. The approving agency can modify any standard listed as subject to an administrative modification in Table 7.02.03.N by up to 10%, subject to the standards set out below. Any modification that exceeds this threshold requires a Variance. In order for an application for an administrative modification to be approved or approved with conditions, the approving agency must make a positive finding, based on the evidence submitted, for each of the following:

i. The modification is needed due to the physical shape, configuration or topographical condition of the Lot and

ii. The modification is compatible with adjacent and nearby Development that conforms to the FBO district standards and

iii. The modification will not alter the essential character of the district or have a detrimental effect on the community health, safety or welfare.
(3) Those that can only be varied by the Planning Board through a Type VI process (see section 10.11.00).

   i. The applicant must demonstrate that the requested Variance meets the standards established in section 9.03.03 and must proffer an alternative condition that meets the purpose and intent of the FBO standards to the extent possible.

   ii. If a standard is listed in Table 7.02.03.N, below as not modifiable or subject to an administrative modification, the standard is not subject to a Variance.

   iii. For Large Site Developments subject to Section 7.02.03P modifications authorized through ministerial or variance procedures by Table 7.02.03.N shall be considered and may be granted in conjunction with the Type V consideration of a Master Plan in accordance with sections 10.02.05G and 10.04.06.

(Ord. # 1443, 2/8/18)
Table 7.02.03.N: Standards

<table>
<thead>
<tr>
<th>Standard</th>
<th>Reference (Subsection of 7.02.03)</th>
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<th>Variance</th>
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<td>Parking Structure Building Fronts</td>
<td>K</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parking Structure Building Materials</td>
<td>K</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Parking Structures - Other Design Requirements</td>
<td>K</td>
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<td></td>
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<tr>
<td>Location of Frontage Types</td>
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<td></td>
</tr>
<tr>
<td>Front Setbacks (minimum)</td>
<td>F</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Front Setbacks (maximum)</td>
<td>F</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Side Setbacks (minimum)</td>
<td>F</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Side Setbacks (maximum)</td>
<td>F</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
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<td>Rear Setbacks (minimum)</td>
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<td>Rear Setbacks (maximum)</td>
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<td>Gallery Setback (maximum)</td>
<td>F</td>
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<tr>
<td>Build-to ratio (80% Building Facade shall be located at the front setback line for first 4 Stories)</td>
<td>F</td>
<td>✓</td>
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<tr>
<td>Tower Rooms</td>
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<td></td>
<td></td>
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<tr>
<td>Height in feet (maximum) and Building Stepbacks</td>
<td>H</td>
<td>✓</td>
<td>✓</td>
<td></td>
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<tr>
<td>Podium Design</td>
<td>H</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Driveways / Garages</td>
<td>J</td>
<td>✓</td>
<td></td>
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</tr>
<tr>
<td>Building Materials</td>
<td>N</td>
<td>✓</td>
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<tr>
<td>Modulation</td>
<td>N</td>
<td>✓</td>
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<tr>
<td>Mechanical Unit Locations / Design</td>
<td>N</td>
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<td></td>
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<tr>
<td>Porches / Balconies</td>
<td>N</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Drop-offs</td>
<td>L</td>
<td>✓</td>
<td></td>
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</tr>
</tbody>
</table>
SECTION 6. Ordinance 1470 establishing a temporary moratorium on the acceptance of applications for height incentives is hereby repealed. All other ordinances or parts of ordinances in conflict herewith are also repealed to the extent of such conflict.

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

SECTION 7. 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. This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ___ day of ____________, 2018.

_________________________________
MAYOR
ATTEST:

_____________________
CITY CLERK

EXAMINED AND APPROVED by me this ___ day of
______________________, 2018.

_____________________
MAYOR

Published in the ____________________ on the ___ day of ________, 2018.

Posted on pcbgov.com on the ___ day of ________________, 2018.
REGULAR
ITEM 2
### CITY OF PANAMA CITY BEACH
#### AGENDA ITEM SUMMARY

<table>
<thead>
<tr>
<th>1. DEPARTMENT MAKING REQUEST/NAME:</th>
<th>2. MEETING DATE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Panama City Beach Police Department</td>
<td>11/08/2018</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. REQUESTED MOTION/ACTION:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Authorize a Budget Amendment for receipt of the PCBPD Outreach Program to Fight Against Speed and Aggressive Driving SC-19-13-20</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. AGENDA</th>
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</thead>
<tbody>
<tr>
<td>PRESENTATION</td>
</tr>
<tr>
<td>PUBLIC HEARING</td>
</tr>
<tr>
<td>CONSENT</td>
</tr>
<tr>
<td>REGULAR</td>
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</table>

<table>
<thead>
<tr>
<th>5. IS THIS ITEM BUDGETED (IF APPLICABLE)?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHieved)</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Police Department has been approved by the Florida Department of Transportation for the PCBPD Outreach Program to Fight Against Speed and Aggressive Driving (SC-19-13-20) reimbursement grant. The grant amount is $50,000 and is used for overtime salaries and benefits for saturation patrols, which are designed to enhance public awareness and compliance of safe driving practices to reduce traffic crashes and fatalities. The overtime can begin immediately upon approval of the budget amendment.</td>
</tr>
</tbody>
</table>

| NOTE: Grant authorized funding cannot be utilized to supplant an officer's normal scheduled overtime. |
RESOLUTION 19-15

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA; AUTHORIZING A BUDGET AMENDMENT TO PROVIDE FOR THE RECEIPT OF $50,000 FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE 2019 OUTREACH PROGRAM TO FIGHT AGAINST SPEED AND AGGRESSIVE DRIVING GRANT; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the City has received notification of award of the FLORIDA DEPARTMENT OF TRANSPORTATION Grant SC-19-13-20 in the amount of $50,000 for the Outreach Program to Fight Against Speed & Aggressive Driving.

WHEREAS, a budget amendment is necessary to reflect the revenue to be received from the grant, and the expenditure of for the purposes requested in the grant agreement.

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

1. The following budget amendment #3 is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2018, and ending September 30, 2019, as shown in and in accordance with the attached and incorporated Exhibit A, to reflect the revenue to be received from the CTEP Grant and its expenditure for the purposes stated therein.

2. This Resolution shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this _____ day of ________________, 2018.

CITY OF PANAMA CITY BEACH

By ________________________________
MIKE THOMAS, MAYOR

ATTEST:

______________________________
JO SMITH, CITY CLERK
<table>
<thead>
<tr>
<th>FUND</th>
<th>GENERAL ACCOUNT NUMBER</th>
<th>ACCOUNT DESCRIPTION</th>
<th>APPROVED BUDGET</th>
<th>BUDGET ADJUSTMENT</th>
<th>NEW BUDGET BALANCE</th>
</tr>
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<tbody>
<tr>
<td>TO</td>
<td>001-2101-521.14-10</td>
<td>Salaries Overtime</td>
<td>300,000.00</td>
<td>39,635.00</td>
<td>339,635.00</td>
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<tr>
<td>TO</td>
<td>001-2101-521.21-10</td>
<td>FICA</td>
<td>376,430.00</td>
<td>3,032.00</td>
<td>379,462.00</td>
</tr>
<tr>
<td>TO</td>
<td>001-2101-521.22-20</td>
<td>Retirement Sworn</td>
<td>723,600.00</td>
<td>7,333.00</td>
<td>730,933.00</td>
</tr>
<tr>
<td>TO</td>
<td>001-0000-331.20-40</td>
<td>Federal Grants Outreach fight against Speed and</td>
<td>0.00</td>
<td>(50,000.00)</td>
<td>(50,000.00)</td>
</tr>
</tbody>
</table>

Check Adjustment Totals: 1,400,030.00 0.00 1,400,030.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To reflect grant award of federal funds via the Florida DOT for the FY 2019 Outreach Program to fight against Speed and Aggressive Driving and to appropriate said funds for their designated purpose - police department overtime costs and related benefits (FICA and retirement)

ROUTING FOR APPROVAL

_________________________________________ DEPARTMENT HEAD _____________ DATE

_________________________________________ CITY MANAGER ________________ DATE

_________________________________________ FINANCE DIRECTOR _____________ DATE
October 25, 2018

Chief Drew R. Whitman, Chief of Police
Panama City Beach Police Department
17115 Panama City Beach Parkway
Panama City Beach, FL 32413

RE: Project Name: Outreach Program to fight against Speed and Aggressive Driving
Project Number: SC-19-13-20
DOT Contract Number: G1127

Dear Chief Whitman:

Your subgrant for highway safety funds has been approved and fully executed. We are pleased to make this award in the amount of $50,000.00 for the purpose of implementing the Outreach Program to fight against Speed and Aggressive Driving project.

A copy of the approved subgrant agreement referenced above is enclosed for your file. All correspondence with the Department should always refer to the project name, project number, and the Department’s contract number.

The effective date of the subgrant agreement is October 25, 2018 and only those costs incurred on or after that date and on or before September 30, 2019 are eligible for reimbursement.

Please make sure to review Part V of the subgrant agreement entitled “Acceptance and Agreement.” This section contains the legal conditions of your subgrant award.

We look forward to working with you on this project. If you have any questions or need assistance please contact your Traffic Safety Program Manager Ximena Smith, by phone at (850) 414 - 4026 or via email at ximena.smith@dot.state.fl.us, who will be coordinating this activity.

Sincerely,

Chris Craig, CPM, FCCM
Traffic Safety Administrator

cc: Contract File
    Financial File

www.fdot.gov
To: Shana.Morris@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL
G1127
9/21/2018

**CONTRACT INFORMATION**

<table>
<thead>
<tr>
<th>Contract</th>
<th>G1127</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Type:</td>
<td>GD - GRANT DISBURSEMENT (GRANT)</td>
</tr>
<tr>
<td>Method of Procurement:</td>
<td>G - GOVERNMENTAL AGENCY (287.057,F.S.)</td>
</tr>
<tr>
<td>Vendor Name:</td>
<td>CITY OF PANAMA CITY BEACH</td>
</tr>
<tr>
<td>Vendor ID:</td>
<td>F596045116012</td>
</tr>
<tr>
<td>Beginning Date of this Agreement:</td>
<td>10/01/2018</td>
</tr>
<tr>
<td>Billing Date of this Agreement:</td>
<td>09/30/2019</td>
</tr>
<tr>
<td>Contract Total Budgetary Ceiling:</td>
<td>≤ $50,000.00</td>
</tr>
<tr>
<td>Description:</td>
<td>SC-18-13-20, Panama City Beach PD, Outreach Program to Fight Against Speed &amp; Aggressive Driving</td>
</tr>
</tbody>
</table>

**FUNDS APPROVAL INFORMATION**

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 9/21/2018

<table>
<thead>
<tr>
<th>Action</th>
<th>Original</th>
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</thead>
<tbody>
<tr>
<td>Reviewed or Approved</td>
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<tr>
<td>Organization Code</td>
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<td>Expansion Option</td>
<td>A8</td>
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<tr>
<td>Object Code</td>
<td>780000</td>
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<tr>
<td>Amount</td>
<td>$50,000.00</td>
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<tr>
<td>Financial Project</td>
<td>19024528488</td>
</tr>
<tr>
<td>Work Order (6 CT)</td>
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<tr>
<td>CFDA</td>
<td>20.600</td>
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<td>Fiscal Year</td>
<td>2019</td>
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<tr>
<td>Budget Entry</td>
<td>55150200</td>
</tr>
<tr>
<td>Cost Category Year</td>
<td>008798/19</td>
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<td>Amendment ID</td>
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<tr>
<td>User Assigned ID</td>
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</table>

Total Amount: $50,000.00
### Part I: GENERAL ADMINISTRATIVE INFORMATION

(See Instructions)

1. **Project Title:** Outreach Program to Fight Against Speed and Aggressive Driving

2. **Federal Funding:** $50,000.00

3. **Subrecipient Agency:**
   - **Name:** City of Panama City Beach
   - **Address Line 1:** 110 South Arnold Road
   - **City:** Panama City Beach
   - **State:** FL
   - **Zip:** 32413

4. **Implementing Agency:**
   - **Name:** Panama City Beach Police Department
   - **Address Line 1:** 17115 Panama City Beach Pkwy
   - **City:** Panama City Beach
   - **State:** FL
   - **Zip:** 32413

5. **Federal ID Number or 29 Digit FLAIR Account Number (State Agencies):** 59-6045116

6. **DUNS Number:** 18095984

7. **Chief Financial Officer:**
   - **Name:** Holly White
   - **Address Line 1:** 110 South Arnold Road
   - **City:** Panama City Beach
   - **State:** FL
   - **Zip:** 32413
   - **Telephone No:** (850) 233-5100 ext.
   - **E-Mail Address:** hwhite@pcbgov.com

8. **Project Director:**
   - **Name:** Rich L. McClanahan
   - **Address Line 1:** 17115 Panama City Beach Pkwy
   - **City:** Panama City Beach
   - **State:** FL
   - **Zip:** 32413
   - **Telephone No:** (850) 233-5000 ext
   - **E-Mail Address:** rmcclanahan@beachpolice.org

9. **Financial Reimbursement Contact:**
   - **Name:** Holly White
   - **Title:** Assistant to the City Manager for Finance
   - **Telephone Number:** (850) 233-5100 ext.
   - **E-Mail Address:** hwhite@pcbgov.com

10. **Project Activity Contact:**
    - **Name:** Danny McDonald
    - **Title:** Lieutenant
    - **Telephone Number:** (850) 249-8103 ext.
    - **E-Mail Address:** dmodonald@beachpolice.org

11. **Payment Remittance Address:**
    - **Name:** City of Panama City Beach
    - **Address Line 1:** 110 South Arnold Road
    - **City:** Panama City Beach
    - **State:** FL
    - **Zip:** 32413
Part II: PROJECT PLAN AND SUPPORTING DATA

State clearly and in detail the aims of the project, precisely what will be done, who will be involved, and what is expected to result. Use the following major headings:

1. Statement of the Problem
2. Proposed Solution
3. Project Objectives
4. Evaluation

Statement of the Problem

According to the latest Florida Highway Safety Matrix (published on 11/01/2017) - Ranking of Florida Cities, (Group 3 - Populations 3,000 - 14,999), which ranked fatal and injury crashes in 118 cities between 2012 and 2016, Panama City Beach ranked number three (3) in the area of Speed and Aggressive Driving. Panama City Beach ranked in the top 25% of every category on the matrix. In the last three fiscal years, the Panama City Beach Police Department has investigated 6,380 crashes. Of those, 10 have resulted in fatalities. The following data is supplied by the Department’s Crystal Report software which works with the USA Software Inc. software; along with the Florida Integrated Report Exchange System (FIRES) portal.

The following is a summary of the Panama City Beach Police Department from 10/01/2014 to 09/30/2017:

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Citations</th>
<th>Crashes</th>
<th>Speeding Citations</th>
<th>Safety Belt Citations</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014-2015</td>
<td>4,594</td>
<td>2,162</td>
<td>502</td>
<td>521</td>
</tr>
<tr>
<td>2015-2016</td>
<td>5,328</td>
<td>2,163</td>
<td>1,685</td>
<td>248</td>
</tr>
<tr>
<td>2016-2017</td>
<td>4,427</td>
<td>2,055</td>
<td>979</td>
<td>475</td>
</tr>
</tbody>
</table>

**These figures do not include Mutual Aid from other Law Enforcement Agencies working in the City limits**

Over the past three years, the City of Panama City Beach has experienced an increase in tourism of about 2 million visitors annually; and current estimates put our “transient” population somewhere in the area of 14 million annually. Due to a joint effort between the Police Department and Florida Department of Transportation (FDOT) funding, we have had beneficial results as follows: Total traffic collisions in the 2014 fiscal year was 2,162 and in fiscal year 2015 that number rose to 2,163; which was a 0.04% increase. In the following fiscal year 2016, the number of crashes was 2,055, which is a decrease of 5%. The total number of traffic citations in the fiscal year 2014 was 4,594 and increased in fiscal year 2015 to 5,328. During the fiscal year 2016, the total number of citations was 4,427, which is a 16.9% decrease. This is a reflection of increased saturation patrols, contacts, and education efforts.

Panama City Beach continues to be a huge vacation destination, which brings large amounts of visitors to the area. This large increase of roadway traffic is problematic; however, the amount of officers on the road remain virtually unchanged; funding from FDOT becomes essential. Due to such a massive increase in tourist population over the past few years and the demands placed on patrol officers for calls for service, obtaining necessary resources will be the key to successfully reducing the number of traffic crashes, and overall safety of the community, in the City of Panama City Beach. In order to continue the positive impact on traffic crash reduction as indicated in the above mentioned data, it is imperative that our agency continue to receive this much needed funding, without such our enforcement efforts would be greatly reduced.

Proposed Solution

By utilizing the FDOT subgrant funding, the Panama City Beach Police Department intends to implement a speed and aggressive driving Comprehensive Traffic Enforcement Program to conduct high visibility enforcement activities and saturation patrols. This program aims to reduce traffic crashes, fatalities, and injuries, driven by the implementation of three components: enforcement, education, and engineering. Over the past few years, FDOT subgrants have been extremely beneficial and we hope to continue the efforts set forth by the National Highway Traffic Safety Administration (NHTSA).

The Panama City Beach Police Department will review crash data periodically in order to determine high-frequency crash and fatality locations throughout our jurisdiction. The Department will then develop schedules for police department personnel to conduct strategic "Zero Tolerance" enforcement operations at those locations. The Project Director will be responsible for ensuring that the data is reviewed quarterly, in order to make any possible changes. Our Agency will
State clearly and in detail the aims of the project, precisely what will be done, who will be involved, and what is expected to result. Use the following major headings:

1. Statement of the Problem
2. Proposed Solution
3. Project Objectives
4. Evaluation

Commit to locating and targeting high-frequency locations for this program. In addition, the Project Director will be responsible for distributing this information to all sworn personnel within the uniform patrol division, with the expectation that personnel assigned to the areas will increase law enforcement presence in those locations.

The Panama City Beach Police Department will also conduct educational initiatives for businesses, civic organizations, public forums, and news media outlets to raise awareness of crashes involving speed and aggressive driving. A special emphasis will be made to raise traffic safety awareness by use of social media, message boards signs, educational materials and news releases.

In order to facilitate the delivery of this traffic safety message, the Panama City Beach Police Department will partner with local resources, including the Community Traffic Safety Team (CTST), the Law Enforcement Liaison (LEL) Program, neighboring law enforcement agencies, and local media outlets. The Panama City Beach Police Department will also participate in the Statewide public awareness and enforcement campaigns sponsored by the Florida Department of Transportation State Safety Office.

The Project Director will continually review traffic conditions involving hazardous areas, such as heavily congested areas where large crowds of pedestrians interact with vehicular traffic, to ensure overtime enforcement is being properly utilized. This is especially important during Spring Break and summertime when hundreds of thousands of pedestrians are walking and vehicles are driving along our roadways. The use of solar powered message speed feedback signs at key locations throughout the City is essential in reducing crashes and saving lives where this tremendous amount of pedestrians and vehicular traffic are present. By participating in NHTSA enforcement waves and partnering with local law enforcement agencies, CTST members, and LEL personnel, we will put our best efforts forward to lower the traffic crash statistics.

Project Objectives
By the end of the grant period (September 30, 2019) this project will:

1. Reduce the number of speed/aggressive driving related motor vehicle crashes by at least 5% when compared to the previous three year average.
2. Increase the number of speed/aggressive driving related contacts by at least 10% when compared to the 2017/2018 period by 9/30/2019.
3. Reduce the number of speed/aggressive driving related traffic fatalities by 5% when compared to the previous three year average.
4. Reduce the number of speed/aggressive driving related serious injuries by at least 5% when compared to the previous three year average.
5. Conduct speed and aggressive driving educational outreach.
6. Distribute speed and aggressive driving educational materials.

Evaluation
The project will be evaluated by:

1. Number of speed/aggressive driver related crashes.
2. Number of speed/aggressive driving related contacts.
3. Number of hours conducted for speed/aggressive driver enforcement patrols.
4. Number of speed/aggressive educational outreach/materials distributed.

Amendment Number: (FDOT Only)
Effective Date: (FDOT Only)
Part III: PROJECT DETAIL BUDGET

<table>
<thead>
<tr>
<th>BUDGET CATEGORY</th>
<th>NARRATIVE</th>
<th>TOTAL COST</th>
<th>FEDERAL FUNDS</th>
<th>MATCH</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Personnel Services</td>
<td>Overtime salary and benefits to include: FICA, Retirement, and Worker's Compensation</td>
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<td>$50,000</td>
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<tr>
<td>Subtotal</td>
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<td>$50,000</td>
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<td>B. Contractual Services</td>
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<td>Subtotal</td>
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<td>C. Expenses</td>
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<td>Subtotal</td>
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</table>

Each budget category subtotal and individual line item costs listed below cannot be exceeded. The FDOT State Safety Office may approve shifts between budget categories and line items via an amendment.

Amendment Number: (FDOT Only)
Effective Date: (FDOT Only)
<table>
<thead>
<tr>
<th>BUDGET CATEGORY</th>
<th>NARRATIVE</th>
<th>TOTAL COST</th>
<th>FEDERAL FUNDS</th>
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</tbody>
</table>

Total Cost of Project $50,000 $50,000 $0

Amendment Number: (FDOT Only)
Effective Date: (FDOT Only)
PART IV: PERFORMANCE REPORT

Project Title: Outreach Program to Fight Against Speed and Aggressive Driving
Project Number: SC-19-13-20
FDOT Contract Number: G1127

<table>
<thead>
<tr>
<th>Minimum Performance Standards</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Collect and analyze crash data to determine focus areas for targeted speed and aggressive driving enforcement.</td>
</tr>
<tr>
<td>2. Conduct speed and aggressive driving high visibility enforcement operations.</td>
</tr>
<tr>
<td>3. Conduct outreach/education activities for speed and aggressive driving.</td>
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<tr>
<td>4. Provide performance reports.</td>
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<tr>
<td>5. Submit requests for financial reimbursement.</td>
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<td>6.</td>
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<td>7.</td>
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<td>8.</td>
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<td>9.</td>
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</tbody>
</table>

National Highway Traffic Safety Administration (NHTSA) Required Activity Reporting
The following statistics are required reporting for any traffic safety enforcement grant. (enforcement grants only)

<table>
<thead>
<tr>
<th>Statistic</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Number of seat belt citations issued during subgrant-funded enforcement activities.</td>
</tr>
<tr>
<td>2. Number of impaired driving arrests made during subgrant-funded enforcement activities.</td>
</tr>
<tr>
<td>3. Number of speeding citations issued during subgrant-funded enforcement activities.</td>
</tr>
</tbody>
</table>

Amendment Number: (FDOT Only)
Effective Date: (FDOT Only)
Part V: Acceptance and Agreement

Conditions of Subgrant Agreement. Upon approval of this subgrant agreement for highway safety funds, the following terms and conditions shall become binding. The term "Subrecipient" referred to herein, will reference both the Subrecipient and its Implementing Agency.

FEDERAL REGULATIONS

1. Access to Public Records and Monitoring. The Department, National Highway Traffic Safety Administration (NHTSA), Federal Highway Administration (FHWA), Chief Financial Officer (CFO), and Auditor General (AG) of the State of Florida, or any of their duly authorized representatives, shall have access for the purpose of audit and examination of books, documents, papers, and records of the Subrecipient and to relevant books and records of the Subrecipient which are not protected from disclosure by State or Federal law, and its consultants and contractors under this subgrant agreement, as provided under applicable State or Federal law.

In addition to review of audits conducted in accordance with 2 CFR Part 200, herein incorporated by reference, monitoring procedures will include on-site visits by Department staff, limited scope audits as defined by 2 CFR Part 200, and status checks of subgrant activity via telephone calls from FDOT State Safety Office staff to Subrecipients. By entering into this subgrant agreement, Subrecipients agree to comply and cooperate with monitoring procedures. In the event that a limited scope audit of the Subrecipient is performed, the Subrecipient agrees to bring the project into compliance with this subgrant agreement. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the CFO or AG to the extent allowed by State or Federal law.

2. Audit. The administration of resources awarded through the Department to the Subrecipient by this subgrant agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. With the exception of documents protected by State law, the Subrecipient shall comply with all audit and audit reporting requirements as specified below.

(a) In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this subgrant agreement. By entering into this subgrant agreement, the Subrecipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

(b) The Subrecipient, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this subgrant agreement is subject to the following requirements:

i. In the event the Subrecipient expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Subrecipient must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. Part VI to this subgrant agreement provides the required Federal award identification information needed by the Subrecipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Subrecipient must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this subgrant agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Subrecipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
iii. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Subrecipient is exempt from Federal audit requirements for that fiscal year. However, the Subrecipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Subrecipient’s audit period for each applicable audit year. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the Subrecipient’s resources obtained from other than Federal entities).

iv. The Subrecipient must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this subgrant agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Subrecipient’s audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this subgrant agreement. If the Subrecipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Subrecipient shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Subrecipient’s records including financial statements, the independent auditor’s working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department’s contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
(c) The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this subgrant agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Subrecipient shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

3. **Buy America Act.** The Subrecipient agrees to comply and require consultants and contractors to comply with all applicable standards, orders, and regulations issued pursuant to the Buy America Act, Buy America Act Waiver (Docket No. NHTSA-2015-0065) and NHTSA Guidance Buy American Act Procedure for Highway Safety Grant Programs (revised 11-20-2015) herein incorporated by reference. The Subrecipient shall include the following Buy America provisions in all subcontract awards:

The Buy America Act prohibits the use of Federal highway safety grant funds to purchase any manufactured product or software/information technology systems whose unit purchase price is $5,000 or more, including motor vehicles, that is not produced in the United States. NHTSA may waive those requirements if (1) their application would be inconsistent with the public interest; (2) such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) the inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.

Each manufactured end product must comply with the provisions of the Buy America Act. Additionally, any manufactured add-on to an end product is, itself, an end product that must comply with the Act.

To be reimbursed with Federal highway safety grant funds for a purchase, a State must comply with the requirements of the Buy America Act. Non-compliance will result in denial of reimbursement.

4. **Clean Air Act and Federal Water Pollution Control Act.** Subgrant agreements for amounts in excess of $150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Subrecipient shall include this provision in all subcontract awards in excess of $150,000.

5. **Conferences and Inspection of Work.** Conferences may be held at the request of any party to this subgrant agreement. Representatives of the Department or the U.S. Department of Transportation (USDOT), or both, shall be privileged to visit the site for the purpose of inspection and assessment of work being performed at any time.

6. **Contract Work Hours and Safety Standards Act.** Where applicable, all subcontracts under this subgrant agreement in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. **Debarment and Suspension.** No subcontract issued under this subgrant agreement, will be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235). “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

8. **Disadvantaged Business Enterprises (DBE).**

(a) The Subrecipient agrees to the following assurance:

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**AGENDA ITEM #**
The Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program required by 49 CFR, Part 26, herein incorporated by reference. The Subrecipient shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this subgrant agreement. Upon notification to the Subrecipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.), herein incorporated by reference.

(b) The Subrecipient agrees to include the following assurance in each contract with a consultant or contractor and to require the consultant or contractor to include this assurance in all subcontract agreements:

The consultant or contractor and subconsultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant or contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT-assisted contracts. Failure by the consultant or contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Subrecipient or the Department deems appropriate.

9. Equal Employment Opportunity. No person shall, on the grounds of race, color, religion, sex, handicap, or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under this subgrant agreement, or any project, program, or activity that receives or benefits from this subgrant award. The Subrecipient agrees to comply with Executive Order (E.O.) 11246, as amended by E.O. 11375, and as supplemented by 41 CFR, Part 60, herein incorporated by reference.

10. Nondiscrimination. Subrecipients will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

(a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21

(b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects)


(d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27

(e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age)

(f) The Civil Rights Restoration Act of 1987, (Pub. L. 100–209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, Subrecipient’s and contractors, whether such programs or activities are Federally-funded or not)

(g) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131–12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38

(h) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)
Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087–74100)

Nondiscrimination Clause.

During the performance of this subgrant, the Subrecipient agrees:

(a) To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time

(b) Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein

(c) To permit access to its books, records, accounts, other sources of information, and its facilities as required by the FDOT State Safety Office, USDOT or NHTSA

(d) That, in event a Subrecipient fails to comply with any nondiscrimination provisions in this subgrant, the FDOT State Safety Office will have the right to impose such subgrant sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the Subrecipient under the contract/agreement until the Subrecipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

(e) To insert this clause, including paragraphs (a) through (e), in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, which receives Federal funds under this program

11. Ownership of Data and Creative Material. The ownership of material, discoveries, inventions and results developed, produced, or discovered by this subgrant agreement are governed by the terms of 2 CFR, Section 200.315, Intangible Property, herein incorporated by reference.

12. Political Activity. The Subrecipient will comply with provisions of the Hatch Act (5 U.S.C. 1501–1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Property Accountability. The Subrecipient shall establish and administer a system to control, protect, preserve, use, and maintain and dispose of any property furnished by the Department, or purchased pursuant to this subgrant agreement in accordance with Federal Property Management Standards as set forth in 49 CFR, Section 18.32, 49 CFR 19, Section 19.34, or 2 CFR, 200.33, herein incorporated by reference. This obligation continues as long as the property is retained by the Subrecipient notwithstanding the ending of this subgrant agreement.


(a) Certification Regarding Federal Lobbying. The Subrecipient certifies, to the best of his or her knowledge and belief, that:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this
Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

iii. The Subrecipient shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(b) Restriction on State Lobbying. None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

STATE REGULATIONS

15. Compliance with State Procurement of Personal Property and Services Laws. The Subrecipient agrees to comply with all applicable provisions of Chapter 287, Florida Statutes (F.S.). The following provisions are stated in this subgrant agreement pursuant to sections 287.133(2)(a) and 287.134(2)(a), F.S.

(a) Section 287.133(2)(a), F.S. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

(b) Section 287.134(2)(a), F.S. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

16. Compliance with State Public Records Laws. The Subrecipient agrees to comply with all provisions provided in Chapter 119 F.S. If the Subrecipient receives a public records request concerning its work undertaken pursuant to this Department subgrant agreement, the Subrecipient must take appropriate action as required by Chapter 119, F.S. If the Subrecipient is unable to ascertain how best to comply with its obligations, it should seek the advice of counsel and/or FDOT State Safety Office.

The Department shall unilaterally cancel this subgrant agreement if the Subrecipient refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Subrecipient in conjunction with this subgrant agreement.

17. Cooperation with Inspector General. It is the duty of every Subrecipient to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this subgrant agreement. Chapter 20.055(5), F.S. The Subrecipient agrees to comply with Section 20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.
18. **E-Verify.** Subrecipients:

(a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and

(b) Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

19. **Reimbursement Obligation.** The State of Florida's performance and obligation to reimburse the Subrecipient shall be subject to the availability of Federal highway safety funds and an annual appropriation by the Legislature.

20. **Responsibility for Claims and Liability.** Subject to the limitations of Section 768.28, F.S., the Subrecipient shall be required to defend, hold harmless and indemnify the Department, NHTSA, FHWA, and USDOT, from all claims and liability, or both, due to negligence, recklessness, or intentional wrongful misconduct of Subrecipient, and its contractor, consultant, agents and employees. The Subrecipient shall be liable for any loss of, or damage to, any material purchased or developed under this subgrant agreement which is caused by the Subrecipient’s failure to exercise such care in regard to said material as a reasonable careful owner of similar materials would exercise.

The parties executing this subgrant agreement specifically agree that no provision in this subgrant agreement is intended to create in the public or any member thereof, a third-party beneficiary, or to authorize anyone not a party to this subgrant agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this subgrant agreement.

21. **Restrictions on Lobbying.** No funds subgranted hereunder shall be used for the purpose of lobbying the legislature, judicial branch, or state agencies, per Section 216.347, F.S.

22. **Retention of Records.** The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this subgrant agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, the state CFO, or AG access to such records, which are not protected by State law, upon request. The Subrecipient shall ensure that the independent audit working papers are made available to the Department, or its designee, the state CFO, or AG upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

23. **Tangible Property.** Property purchased under this subcontract does not qualify as Tangible Personal Property as defined by Chapter 273, F.S.

**GRANT MANAGEMENT**

24. **Amendments.** The Subrecipient shall obtain prior written approval from the FDOT State Safety Office for changes to this subgrant agreement. Amendments to this subgrant agreement will be approved if the modification(s) to be made will achieve or improve upon the outcome of this subgrant agreement's scope of work, or where factors beyond the control of the Subrecipient require the change. Requested amendments to this subgrant agreement shall be in the form of a written request signed by the one of the original signatory of this subgrant agreement. Specific delegation(s) for amendments must be provided in writing from the original signatory of the Subrecipient.

25. **Disputes and Appeals.** Any dispute, disagreement, or question of fact arising under this subgrant agreement may be addressed to the Traffic Safety Administrator of the FDOT State Safety Office in writing. The Traffic Safety Administrator’s decision may be appealed in writing within 30 calendar days from the notification to the Governor’s Highway Safety Representative, whose decision is final. Addresses are:

Florida Department of Transportation  
Attn: Traffic Safety Administrator  
State Safety Office, MS 53  
605 Suwannee Street  
Tallahassee, Florida 32399-0450

Florida Department of Transportation  
Attn: Governor's Highway Safety Representative  
State Safety Office, MS 53  
605 Suwannee Street  
Tallahassee, Florida 32399-0450

AGENDA ITEM #
The Subrecipient shall proceed diligently with the performance of this subgrant agreement and in accordance with Department’s decision(s).

26. Equipment. Any equipment purchased under this subgrant agreement with highway safety funds shall not replace previously purchased equipment that is damaged, stolen, lost, or that wears out as a result of misuse, whether the equipment was purchased with federal, state, or local funds.

(a) Use of Equipment. All equipment shall be used for the originally authorized subgrant agreement purpose(s) for as long as needed for those purposes. In the event the equipment is no longer needed for the originally authorized subgrant agreement purpose(s) or has reached the end of its useful life, Subrecipients should notify the FDOT State Safety Office so that the equipment can be transferred to another agency for use or disposed of.

(b) Major Purchases and Dispositions. Equipment with a useful life of more than one year and an acquisition cost of $5,000 or more per unit shall be subject to the following requirements:

   i. Purchases shall receive prior written approval from the FDOT Safety Office.
   ii. Dispositions shall receive prior written approval from the FDOT Safety Office.

(c) Disposition of Equipment Costing Less than $5,000. Equipment that does not meet the unit purchase price threshold of $5,000 should be disposed of in accordance with the agencies own procurement and disposition policies. Documentation of this disposition should be noted in the Subrecipient files.

(d) Equipment Replacement or Repair. The Subrecipient is responsible, at their own cost, for replacing or repairing any equipment purchased with Federal highway safety funds that is damaged, stolen, or lost, or that wears out as a result of misuse. The FDOT State Safety Office retains the right to replace or repair any equipment for statewide programs based on exceptional individual circumstances.

(e) Equipment Repossession. Ownership of all equipment purchased with Federal highway safety funds rests with the Subrecipient; however, the USDOT maintains an interest in the equipment and title vests in the Subrecipient subject to several conditions and obligations under 2 CFR Section 200.313. The Subrecipient must use the equipment for the authorized purposes of the project, whether or not the project continues to be supported by the Federal award, unless the FDOT State Safety Office, on behalf of USDOT, provides written authorization for another use of the equipment that is permissible under 2 CFR Section 200.313. Any equipment purchased with Federal highway safety funds that is not being used by the Subrecipient for the purposes described in the project or in accordance with other authorized uses under 2 CFR Section 200.313, is subject to repossession by the FDOT State Safety Office, on behalf of the USDOT. Items that are repossessed shall be disbursed to agencies that agree to use the equipment for the activity described in this project or for other uses authorized by USDOT.

27. Excusable Delays. Except with respect to the defaults of Subrecipient’s consultants and contractors which shall be attributed to the Subrecipient, the Subrecipient shall not be in default by reason of any failure in performance of this subgrant agreement in accordance with its terms if such failure arises out of causes beyond the control and without the fault or negligence of the Subrecipient. Such causes are acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Subrecipient. If the failure to perform is caused by the failure of the Subrecipient’s consultant or contractor to perform or make progress, and if such failure arises out of causes beyond the control of the Subrecipient and its consultant or contractor, and without the fault or negligence of any of them, the Subrecipient shall not be deemed to be in default, unless (1) the supplies or services to be furnished by the consultant or contractor were obtainable from other sources, (2) the FDOT State Safety Office shall have ordered the Subrecipient in writing to procure such supplies or services from other sources, and (3) the Subrecipient shall have failed to comply reasonably with such order.

Upon request of the Subrecipient, the FDOT State Safety Office shall ascertain the facts and extent of such failure and, if it shall be determined that any failure to perform was occasioned by any one or more of the said causes, the delivery schedule shall be revised accordingly.

28. How this Subgrant Agreement is Affected by Provisions Being Held Invalid. If any provision of this subgrant agreement is held invalid, the remainder of this subgrant agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
29. Ineligibility for Future Funding. The Subrecipient agrees that the Department shall find the Subrecipient ineligible for future funding for any of the following reasons:

(a) Failure to provide the required audits,
(b) Failure to continue funding positions created with highway safety funds after the Federal funding cycle ends,
(c) Failure to provide required performance and final narrative reports in the required time frame,
(d) Failure to perform work described in Part II of this subgrant agreement,
(e) Failure to provide reimbursement requests and performance reports in a timely manner,
(f) Providing fraudulent performance reports or reimbursement requests,
(g) Misuse of equipment purchased with Federal highway safety funds.

30. Performance. In the event of default, noncompliance, or violation of any provision of this subgrant agreement by the Subrecipient, the Subrecipient’s consultant(s) or contractor(s) and supplier(s), the Subrecipient agrees that the Department will impose sanctions. Such sanctions include withholding of reimbursements, retainage, cancellation, termination, or suspension of this subgrant agreement in whole or in part. In such an event, the Department shall notify the Subrecipient of such decision 30 days in advance of the effective date of such sanction. The sanctions imposed by the Department will be based upon the severity of the violation, the ability to remedy, and the effect on the project. The Subrecipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

31. Personnel Hired or Paid Under this Subgrant Agreement.

(a) Project Director. Persons holding the position of Project Director for this subgrant agreement shall not receive reimbursement for personnel hours nor receive any other benefit under this subgrant agreement.

(b) Subgrant Funded Positions. Any agency receiving subgrant funds for the reimbursement of positions (excluding law enforcement agency positions), in whole or in part through this subgrant agreement, shall report and get approval in writing of any staffing using the Safety Grant Personnel Form (FDOT Form No. 500-065-24).

(c) Employer Responsibility. Any and all employees of the Subrecipient whose positions are funded, in whole or in part through this subgrant agreement, shall be the employee of the Subrecipient only, and any and all claims that may arise from said employment relationship shall be the sole obligation and responsibility of the Subrecipient. Personnel hours will only be reimbursed based on actual hours worked on this subgrant agreement. No other allocation method is allowable for reimbursement.

(d) Overtime.

i. Overtime Hours. Subgrant funds cannot be used to supplant standard activity hours; therefore, only hours qualifying as "overtime", per the Subrecipient policies will be eligible for reimbursement by this subgrant agreement. In the event a Subrecipient is awarded more than one subgrant agreement within a federal fiscal year, overtime hours for each traffic safety effort must be tracked, reported and billed based on hours worked for each subgrant agreement type.

ii. Overtime Rate. Overtime hours are intended for enhanced/increased traffic safety activities. The overtime pay rate for personnel is based on actual cost per employee in accordance with the Subrecipient’s payroll policy. Each Subrecipient shall comply with Fair Labor Standards Act (FLSA) requirements and thresholds for overtime accrual and payment and its own policies and procedures, insofar as those policies apply uniformly to both federally-financed and other activities of the Subrecipient, as required by 2 CFR 200.403(c). Additional hours may be called overtime, off duty, extra, additional, etc., as long as it enhances/increases traffic safety activities. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

(e) Additional Requirements for Law Enforcement Agencies.

i. Created Position(s) Reporting and Maintenance Requirement. Subrecipients receiving first year funding for a newly created full-time position(s) through a subgrant agreement shall provide written notification to the FDOT State Safety Office within 30 days of this subgrant agreement being awarded that a new position(s) has been created in the agency as a result of this subgrant agreement being awarded. Positions created with subgrant funding shall continue to be funded by the Subrecipient after federal funding ends to be eligible for future subgrant funding.
32. Reports. The following reports are required for reimbursement of subgrant funding:

(a) **Performance Reports.** (FDOT Form No. 500-065-19). A performance report shall be provided with each request for financial reimbursement, providing the status of the subgrant minimum performance standards, as described Part IV of this subgrant agreement.

(b) **Final Narrative Report.** (FDOT Form No. 500-065-20). A Final Narrative Report giving a chronological history of the subgrant activities, problems encountered, major accomplishments, and NHTSA Required Activity Reporting shall be submitted by October 31. Requests for reimbursement will not be processed and will be returned to the Subrecipient as unpaid if the required reports are not provided, following notification.

(c) **Enforcement Activity Reports.** Enforcement Activity Report(s) for each type of enforcement shall be provided with each request for financial reimbursement for overtime worked. Agency specific activity reports may be used, if those reports include all information detailed in each FDOT Activity Form.

(d) **Other Reports.** The FDOT State Safety Office reserves the right to require other reports not specified above, as necessary, for subgrant agreement monitoring.

33. Term of this Subgrant Agreement. Each subgrant agreement shall begin on the date the last party signs this subgrant agreement and shall end on September 30, unless otherwise stipulated by the FDOT State Safety Office on the first page of this respective subgrant agreement. In the event this subgrant agreement is for services in excess of $25,000.00 and a term for a period of more than 1 year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000.00 and which have a term for a period of more than 1 year."

34. Travel.

(a) **Required Forms.** Travel costs for approved travel shall be submitted on the FDOT Contractor Travel Form (FDOT Form No. 300-000-06) or other approved Florida Department of Financial Services form and will be reimbursed in accordance with Section 112.061, F.S. and the most current version of the Disbursement Handbook for Employees and Managers.

(b) **Prerequisite Approvals.** Travel meeting any of the following criteria shall require a written request for approval from the FDOT State Safety Office prior to the incurring of actual travel costs. Request should include sufficient justification to prove that the travel will have significant benefits to the outcome of the subgrant activities and is within the travel budget of the project and relevant to the project:

i. Purchase of Airfare
ii. Travel to conference
iii. Travel which includes a registration fee
iv. Out-of-subgrant-specified work area travel
v. Out-of-state travel

Failure to receive prior written approval will deem the entire travel cost ineligible for payment, regardless of available funding in travel budget.

(c) **Lodging Reimbursement Limit.** The FDOT State Safety Office shall not pay for overnight lodging/hotel room rates that exceed $150.00 per night (before taxes and fees). A Subrecipient and/or traveler will be required to expend his or her own funds for paying the overnight lodging/hotel room rate in excess of $150.00 plus the
applicable percentage of fees (other than flat fees). If multiple travelers share a room and the individual cost of the lodging/hotel exceeds the $150 per night limit, the Subrecipient and/or travelers will be required to expend his or her own funds for paying the excess amount. If another entity is covering the cost of the overnight lodging/hotel then this paragraph does not apply.

35. Vehicles. Any Subrecipient receiving subgrant funds to purchase a vehicle (excluding law enforcement vehicles) shall maintain a travel log that contains the beginning and ending mileage, location, and purpose of travel. All agencies must report any vehicle use (excluding law enforcement vehicles) and maintenance with each request for reimbursement using the Safety Grant Vehicle Use Form (FDOT Form No. 500-065-21) and the Safety Grant Equipment Maintenance Form (FDOT Form No. 500-065-22).

Vehicles purchased with federal highway safety funds shall be used for program use only and in accordance with Chapter 60B-1.004 F.S. Subrecipients who are responsible for the operation and use vehicles for official state business are allowed to permit persons other than state officials or employees to travel in the vehicle provided these persons are conducting official state business or only on special occasions if the purpose of the travel can be more usefully served by including such persons and no additional expense is involved.

It is permissible to transport persons other than state officials and employees during disasters and emergency situations where the state must protect life and property. Providing assistance to motorists whose vehicles are disabled may be considered as an emergency when there is a need to protect life and property.

Any vehicles used for personal reasons or not being used by the Subrecipient for the purposes described in this subgrant agreement shall be subject to repossession by the FDOT State Safety Office.

FINANCIAL/FISCAL

36. Allowable Costs. The allowability of costs incurred under this subgrant agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in the Applicable Federal Law, state law, and the FDOT Disbursement Handbook for Employees and Managers, to be eligible for reimbursement. All funds not spent in accordance with the Applicable Federal Law will be subject to repayment by the Subrecipient. Only costs directly related to this subgrant agreement shall be allowable.

37. Subcontract Agreements.

(a) Requirement for Pre-Approval. All subcontract agreements must be submitted to the FDOT Safety Office in draft form for review and approval. Approval of this subgrant agreement does not constitute approval of subcontract agreements.

(b) Minimum Mandatory Subcontract Language. All subcontract agreements shall include as a minimum the following information:

i. Beginning and end dates of the subcontract agreement (not to exceed this subgrant agreement period);
ii. Total contract amount;
iii. Scope of work/Services to be provided;
iv. Quantifiable, measurable, and verifiable units of deliverables;
v. Minimum level of service to be performed and criteria for evaluating successful completion;
vi. Budget/Cost Analysis; and
vii. Method of compensation/Payment Schedule.

(c) Additional Required Clauses.

i. All subcontract agreements shall contain the following statement:
   "The parties to this contract shall be bound by all applicable sections of Part V: Acceptance and Agreement of Project # (insert project number), FDOT Contract # (insert contract number). A final invoice must be received by (insert date) or payment will be forfeited."

ii. Buy American Act clause (see Section 3 of Part V)

iii. Certification Regarding Federal Lobbying (see Section 14 of Part V)

iv. Cooperation with Inspector General (see Section 17 of Part V)

v. DBE Clause (see Section 8(b) of Part V)
vi. **E-Verify clause** (see Section 18 of Part V)

vii. **Nondiscrimination clause** (see Section 10 of Part V)

viii. **Clean Air Act and Federal Water Pollution Control Act clause** (subcontracts in excess of $150,000) (see Section 4 of Part V)

38. **Indirect Costs.** Indirect costs included in this subgrant agreement in Part III, under the indirect line item are based on the amount applied for during the concept paper application process, and awards are based on cost benefit, available funding, and if the indirect cost rate requested significantly affects the proposed project's ability to adequately address the traffic safety need.

39. **Obligation of Subgrant Funds.** Subgrant funds shall not be obligated prior to the effective date or subsequent to the end date of this subgrant agreement period. Only project costs incurred on or after the effective date and on or prior to the end date of this subgrant agreement are eligible for reimbursement. A cost is incurred when the Subrecipient's employee or approved contractor or consultant performs the service required or when goods are received by the Subrecipient, notwithstanding the date of order.

40. **Procedures for Reimbursement.**

   (a) **Required Forms.** All requests for reimbursement of subgrant costs must be submitted on forms provided by the Department (FDOT Form Numbers 500-065-04 through 09 and 19) unless otherwise approved. Forms must be completed in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable, and verifiable units of deliverables and costs, including supportive documentation. ALL requests for reimbursement shall include FDOT Form 500-065-019 Performance Report for the period of reimbursement.

   (b) **Supporting Documentation.** Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in this approved subgrant agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

   Listed below are types and examples of supporting documentation:

   i. **Personnel Services.**
      
      i. **Salaries.** A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

      ii. **Fringe Benefits:** Should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

   ii. **Contractual Services.** Should be supported by a copy of the approved subcontract agreement, invoice showing payment request from the vendor, and proof of payment by the Subrecipient.

   iii. **Expenses.** Should be supported by a copy of any required pre-approvals, invoice showing payment request from the vendor, and proof of payment by the Subrecipient.

   iv. **Travel.** Should be supported by a consultant travel form or other approved DFS travel form, copies of receipts for all miscellaneous costs applicable to the travel, in accordance with the most current version of the FDOT Disbursements Handbook, and proof of payment of travel costs by the Subrecipient.

   v. **Equipment Costing Over $5,000.** Should be supported by a copy of any required pre-approvals, invoice showing payment request from the vendor, and proof of payment by the Subrecipient.

   vi. **Indirect Cost.** If the subgrant agreement specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.
All documentation should be readable and include the necessary calculations to support the amounts being requested. Illegible documents or documents for the wrong time-period or calculation amounts will require resubmittal by the Subrecipient. If documents provided do not equal totals requested, additional documentation may be requested, or amounts reimbursed will be reduced to totals supported by documentation.

Subgrant agreements between state agencies, and/or subgrant agreements between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports and do not have to include check numbers.

(c) **Frequency and Deadlines for Submission.**

i. **Partial Claims.** Subrecipients should submit all costs for reimbursement monthly, unless no costs were incurred within a month. Reimbursement for personnel costs may be submitted after each pay period, if desired. Failure to submit reimbursement requests in a timely manner may result in this subgrant agreement being terminated.

ii. **Final Claim.** A final financial request for reimbursement shall be submitted and/or postmarked no later than October 31 following the end of this subgrant agreement period. Such request should be distinctly identified as Final.

The Subrecipient agrees to forfeit reimbursement of any amount incurred or expended if the final request is not submitted and/or postmarked by October 31 following the end of this subgrant agreement period.

(d) **Travel Reimbursement.** Bills for travel expenses specifically authorized in this subgrant agreement shall be submitted on the FDOT Contractor Travel Form (300-000-06) and will be paid in accordance with Section 112.061, F.S. and the most current version of the FDOT Disbursement Handbook for Employees and Managers.

(e) **Equipment Reimbursement.** All requests for reimbursement of equipment having a unit cost of $5,000 or more and a useful life of one year or more shall be accompanied by a Non-Expendable Property Accountability Record (FDOT Form No. 500-065-09). Reimbursement of these equipment costs shall not be made before receipt of this form.

(f) **Media Purchase Reimbursement.** Proof of performance (e.g., copies and/or images of posters, air schedules, etc.) of all paid media purchased with subgrant funds shall be attached to reimbursement requests.

(g) **Signature Requirements.** All requests for reimbursement shall be signed by an Authorized Representative of the Subrecipient, or their delegate. Delegation letters must be provided for each subgrant agreement.

(h) **Reimbursement Timeline.** Subrecipients providing goods and services to the Department should be aware of the following time frames. The FDOT State Safety Office has a 30-day review process to approve goods and services that starts on the date of receipt of financial reimbursement request. After that review and approval, the Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. Financial reimbursement requests may be returned if not completed properly. If a payment is not available within 40 days from the FDOT State Safety Office approval, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the financial reimbursement request amount, to the Subrecipient. Interest penalties of less than one (1) dollar will not be enforced unless the Subrecipient requests payment. Financial reimbursement requests that have to be returned to a Subrecipient because of Subrecipient preparation errors will result in a delay in the payment. The financial reimbursement request payment requirements do not start until a properly completed financial reimbursement request is provided to the Department.

(i) **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred. If the Department determines that the performance of the Subrecipient is unsatisfactory, the Department shall notify the Subrecipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Subrecipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Subrecipient will address all issues of
subgrant agreement non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or subgrant agreement noncompliance. If the corrective action plan is unacceptable to the Department, the Subrecipient will not be reimbursed to the extent of the non-performance. The Subrecipient will not be reimbursed until the Subrecipient resolves the deficiency. If the deficiency is subsequently resolved, the Subrecipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Subrecipient is unable to resolve the deficiency, the funds shall be forfeited at the end of this subgrant agreement term.

(j) **Vendor Ombudsman.** A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Subrecipients who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

41. **Tracking and Retention of Financial Records.** The Subrecipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this subgrant agreement shall be maintained and made available upon request to the Department at all times during the period of this subgrant agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Subrecipients general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work.

42. **Program Income.** Program income means gross income earned by Subrecipient that is directly generated by a supported activity or earned as a result of the subgrant award during the subgrant period of performance. Program income must be deducted from total allowable costs to determine the net allowable costs. Program income must be used for current costs and any remaining program income must be offset against the final request for reimbursement. Program income that the Subrecipient did not anticipate at the time of the subgrant award must be used to reduce the Federal award and Subrecipient contributions rather than to increase the funds committed to the project.

43. **Registration for Attendance.** No activities funded under this subgrant agreement shall charge a registration fee for attendance.

44. **Responsibility of Subrecipient.** The Subrecipient shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All monies spent on this project shall be disbursed in accordance with provisions of the Project Detail Budget as approved by the FDOT State Safety Office. All expenditures and cost accounting of funds shall conform to 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements For Federal Awards, herein incorporated by reference, (hereinafter referred to as Applicable Federal Law).

REQUIREMENTS

45. **Child Safety Seats.** Any agency that receives child safety seats must have at least one staff member who is a current Certified Child Passenger Safety Technician.

46. **Enforcement.** In accordance with 23 U.S.C. Chapter 4, the State encourages law enforcement agencies to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23. U.S.C. 402(j)).

   (a) **Automated Traffic Enforcement.** No subgrant funds will be awarded or expended to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4)). The term "automated traffic enforcement system" includes any camera that captures an image of a vehicle for the purposes only of red light and speed enforcement, and does not include hand held radar and other devices operated by law enforcement officers to make an on-the-scene traffic stop, issue a citation, or other enforcement action at the time of violation. Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court or Administrative Hearings, and enforcement from aircraft.

   (b) **Data Driven.** Selection of enforcement activity locations should be based on current data that identifies high-risk areas with the greatest number of crashes, serious injuries, fatalities, and/or traffic violations (citations). Data should be reviewed periodically to ensure that the most current high-risk areas are continually addressed throughout this subgrant agreement period.
(c) **High Visibility Enforcement.** All law enforcement agencies shall conduct High Visibility Enforcement while conducting enforcement under this subgrant agreement.

High Visibility Enforcement is defined as:

- **Intense:** Enforcement activities are over and above what normally takes place.
- **Frequent:** Enforcement occurs often enough to create general deterrence.
- **Visible:** A majority of the public sees or hears about the enforcement.
- **Strategic:** Enforcement targets high-risk locations during high-risk times.

(d) **Impaired Driving Enforcement.**

i. **Hours of Emphasis.** A strong emphasis of enforcement operations should be during the hours of 6:00 pm to 6:00 am. Agencies should ensure that enforcement saturation/wolfpack/roving patrols are conducted in periods of no fewer than 3 consecutive hours. The FDOT State Safety Office reserves the right to request a copy of any subgrant funded checkpoint After Action Report.

ii. **Mobilization Participation.** All law enforcement agencies that receive impaired driving subgrant funding should participate in all NHTSA impaired driving mobilizations for the following holidays and events: New Year’s Day, NFL Super Bowl, St. Patrick’s Day, Cinco de Mayo, Independence Day, Labor Day, Halloween, and the end of year holiday season.

iii. **Required Credentials for Impaired Driving Enforcement.** Any law enforcement officer who takes enforcement action and receives compensation under an impaired driving subgrant must have successfully completed at least one of the following within the last five years:

   a. NHTSA/IACP 24 hour DWI Detection and Standardized Field Sobriety Testing (SFST) course
   b. NHTSA/IACP 4 hour DWI Detection and Standardized Field Sobriety Testing (SFST) refresher course
   c. NHTSA/IACP DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Development course
   d. NHTSA/IACP 8-hour DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Update course
   e. NHTSA/IACP Advanced Roadside Impaired Driving Enforcement (ARIDE) course
   f. Be an active certified Drug Recognition Expert (DRE)

(e) **Motorcycle Enforcement.** No subgrant funds will be used for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

(f) **Occupant Protection Enforcement.** All law enforcement agencies that receive occupant protection subgrant funding should participate in all NHTSA occupant protection mobilizations for Click It or Ticket and are encouraged to participate in Child Passenger Safety Week and National Seat Check Saturday.

(g) **Speed and Aggressive Driving Enforcement.** All law enforcement agencies that receive speed and aggressive driving subgrant funding should participate in the NHTSA Regional speed and aggressive driving mobilization for Operation Southern Shield.

   i. **Required Credentials for Speed Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system, must be certified in the use of that piece of equipment.

47. **Public Service Announcements, Marketing, and Advertisements.**

   (a) **Closed Caption Requirement.** All public service announcements produced with Federal highway safety funds shall be closed captioned for the hearing impaired.

   (b) **Media Plan.** All paid media reimbursed with subgrant funds shall contain a traffic safety message. In order to maximize the effectiveness of the paid media, when marketing or advertising is included in subgrant activities, it
shall be done only in conjunction with proven, effective countermeasures, and when the message of the media is designed to call attention to those countermeasures. Before incurring costs related to the paid media, a final draft of the media and media plan shall be submitted to the FDOT State Safety Office for review.

Media plans should include the following:

i. What program/policy the paid media is supporting
ii. How the paid media will be implemented to support an operational enforcement program whether it be a periodic crackdown/mobilization or an on-going saturation or roving patrol
iii. The amount allocated for paid media
iv. Anticipated creative costs associated with the paid media
v. The measures that will be used to assess message recognition and penetration of the target audience.

(c) Tagging. All subgrant funded public service announcements, marketing, and advertisements shall be tagged "Funding provided by the Florida Department of Transportation, or Funded by FDOT". "Brought to you by" or "Provided by" may also be used for this requirement. The name of the Subrecipient and its logo can appear on the paid media but the names of individuals connected with the Subrecipient shall not appear when paid for with Federal highway safety funds, unless otherwise approved by the FDOT State Safety Office.

(d) Prohibition of Gifts. Contractual agreements for marketing and advertising which include communications, public information, and paid media expenditures shall not include gifts as defined by Section 112.312, F.S., which includes items such as tickets, seats, food, travel, apparel, memorabilia, etc., to any representative of this subgrant agreement or any of their traffic safety partners unless the item or service is regularly made available to the general public at no cost.

48. Public Information and Education Items. Public Information and Education Items are defined as materials whose purpose is to convey substantive information about highway safety. Paper, pamphlets, flash drives, CD-ROMs, and similar media that contain educational materials are all allowable because their purpose is to contain and convey educational information. In order to be considered educational, distributed material must provide substantial informational and educational content to the public (not merely a slogan) and have the sole purpose of conveying that information. If a Subrecipient chooses to provide educational content on a flash drive, CD-ROM, or similar device, that device must be an economical method of conveying the information.

Before printing or ordering any public information and education items, a final draft or drawing of the items shall be submitted to the FDOT State Safety Office for review and approval.

Requests should include the following:

(a) What public information or educational item is being requested
(b) What program/policy is the item supporting
(c) Who the target audience is
(d) How the item will be distributed
(e) Estimated unit cost(s) for the item

The FDOT State Safety Office shall provide written approval for reimbursement if the items are appropriate for purchase under this subgrant agreement. Copies and/or images of all public information and education items purchased with highway safety funds shall be attached to the forms requesting reimbursement for the items.

Printed materials (tip cards, brochures, safety pledges, surveys, activity books, booklets, guides, etc.) can be freely distributed, however tangible items (helmets, DVDs, CD-ROMs, flash or thumb drives, reflective tape, etc.) require the person receiving the item to interact with the Subrecipient in some manner related to the goal of the project in order to receive the item. Interaction includes attending a presentation, signing a pledge sheet, filling out a survey form, answering a traffic safety question, etc. The results of this interaction must be reported in the performance report.

Where feasible, either the Florida Department of Transportation logo or the words "Funding provided by the Florida Department of Transportation, or Funded by FDOT." Shall appear on or in all items. "Brought to you by" or "Provided by" may also be used for this requirement. The name of the Subrecipient and its logo can appear on any of the public
information and education items. The names of individuals connected with the Subrecipient shall not appear on any printed materials, and advertisements paid for with highway safety funds.

Per 2 CFR 200 and NHTSA Memo “Use of NHTSA Highway Safety Grant Funds for Certain Purchases” (dated May 18, 2016), Use of NHTSA grant funds to purchase promotional items or memorabilia is prohibited and therefore unallowable under this subgrant agreement.

49. Publication and Printing of Observational Surveys and Other Reports.

(a) Review and Publication. During this subgrant agreement period, but before publication or printing, the final draft of any report or reports required under this subgrant agreement or pertaining to this subgrant agreement shall be submitted to the FDOT State Safety Office for review and concurrence. After this subgrant agreement period has concluded, Subrecipients may publish after providing the FDOT State Safety Office with at least a 15-day prior written notice.

(b) Discussion. Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with small technical groups or lectures to employees or students. Lectures that describe plans but discuss neither data nor results may be given to other groups without advance approval.

(c) Required Language. Each publication or other printed report covered by Paragraph 50(a) above shall include the following statement on the cover page:

i. This report was prepared for the FDOT State Safety Office, Department of Transportation, State of Florida, in cooperation with the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, U.S. Department of Transportation.

ii. The conclusions and opinions expressed in these reports are those of the Subrecipient and do not necessarily represent those of the FDOT State Safety Office, Department of Transportation, State of Florida, and/or the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, U.S. Department of Transportation, or any other agency of the State or Federal Government.

50. Safety Belt Policy. Each Subrecipient shall have a written safety belt policy, which is enforced for all employees. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

51. Special Conditions.
Part VI: Federal Financial Assistance (Single Audit Act)

Federal resources awarded pursuant to this subgrant are as follows:

**CFDA Number and Title:**
- ☒ 20.600 – State and Community Highway Traffic Safety Program (NHTSA 402 Funds)
- ☐ 20.611 – Incentive Grant Program to Prohibit Racial Profiling (NHTSA 1906 Funds)
- ☐ 20.616 – National Priority Safety Program (NHTSA 405 Funds)

**Federal Funds Awarded:** $50,000.00

**Awarding Agency:** Florida Department of Transportation

**Indirect Cost Rate:** 0%

**Award is for R&D:** No

*The federal award amount may change with supplemental agreements

**Research and Development as defined at §200.87, 2 CFR Part 200

Federal resources awarded pursuant to this subgrant are subject to the following audit requirements:

(a) 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards

www.ecfr.gov

Federal resources awarded pursuant to this subgrant may also be subject to the following:

(a) Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)

www.fsrs.gov

<table>
<thead>
<tr>
<th>Federal Award Identification Number (FAIN):</th>
<th>FAIN Award Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>69A3JS1830004026FL0</td>
<td>11/22/2019</td>
</tr>
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</table>
IN WITNESS WHEREOF, the parties affirm that they have each read and agree to the conditions set forth in Part V of this Agreement that each have read and understand the Agreement in its entirety. Now, therefore, in consideration of the mutual covenants, promises and representations herein have executed this Agreement by their undersigned officials on the day, month, and year set out below.

### STATE OF FLORIDA
**DEPARTMENT OF TRANSPORTATION**

<table>
<thead>
<tr>
<th>By:</th>
<th>Signature of Authorized Representative</th>
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<tbody>
<tr>
<td>By:</td>
<td>Authorized FDOT State Safety Office Representative</td>
</tr>
<tr>
<td>Date:</td>
<td>10/25/18 Date Signed</td>
</tr>
</tbody>
</table>

Reviewed for the Florida Department of Transportation:

<table>
<thead>
<tr>
<th>By:</th>
<th>Signature of Authorized Representative</th>
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<tbody>
<tr>
<td>By:</td>
<td>Authorized FDOT Attorney</td>
</tr>
<tr>
<td>Date:</td>
<td>10/23/18 Date Signed</td>
</tr>
</tbody>
</table>

### SUBRECIPIENT

<table>
<thead>
<tr>
<th>Name:</th>
<th>Mario Gisbert</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td>City Manager</td>
</tr>
<tr>
<td>Date:</td>
<td>9/25/18 Date Signed</td>
</tr>
</tbody>
</table>

### IMPLEMENTING AGENCY

<table>
<thead>
<tr>
<th>Name:</th>
<th>Drew R. Whitman</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td>Chief of Police</td>
</tr>
<tr>
<td>Date:</td>
<td>09-20-18 Date Signed</td>
</tr>
</tbody>
</table>

**NOTE:** These signatures are the only recognized authorized representatives for this agreement, unless delegation is granted in writing.
REGULAR
ITEM 3
ITEM 3

RESOLUTION 19-16,
BID AWARD- DISASTER RECOVERY ADMINISTRATIVE SERVICES FOR FEDL DISASTER GRANT MGMT CONSULTING

BID OPENED 11/5/18 1PM

QUALIFICATIONS REVIEW COMMITTEE MTG TO BE HELD 11/6/18 4PM TO EVALUATE & RANK APPLICANTS WHO ARE DEEMED MOST QUALIFIED TO PERFORM THE SERVICES.
REGULAR

ITEM 4
| 1. DEPARTMENT MAKING REQUEST/NAME: | PLANNING |
| 2. MEETING DATE: | NOVEMBER 8, 2018 |
| 3. REQUESTED MOTION/ACTION: | APPROVE FIRST READING OF ORDINANCE 1479 REGARDING CRITERIA FOR TRADITIONAL NEIGHBORHOOD OVERLAY DISTRICTS |
| 4. AGENDA | 5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES ☐ NO ☐ N/A ☑ |
| | BUDGET AMENDMENT OR N/A |
| | DETAILED BUDGET AMENDMENT ATTACHED YES ☐ NO ☐ N/A ☑ |

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

The City's Land Development Code currently permits Traditional Neighborhood Overlay Districts on 5 acres of commercially zoned land. Staff is asking the Council to consider permitting the districts on 3 acre tracts if such land is zoned residential, as it seems reasonable to permit this residential development in those zoning categories. The general intent of the TNOD is to provide a flexible, alternative district, within the defined zoning categories, to encourage imaginative and innovative housing types and design for the unified development of tracts of land, within overall density and use guidelines established by the LDC and Comprehensive Plan.

If the Council approves first reading of the Ordinance, staff will publish notice of a second reading and public hearing for December 13, 2018.
ORDINANCE NO. 1479

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY’S LAND DEVELOPMENT CODE; AMENDING THE REQUIREMENTS FOR TRADITIONAL OVERLAY DISTRICTS TO PERMIT THEM ON PARCELS OF 3 ACRES OR MORE IN RESIDENTIAL DISTRICTS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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

SECTION 1. From and after the effective date of this ordinance, Section 7.02.02 of the Land Development Code of the City of Panama City Beach related to Traditional Neighborhood Overlay Districts, is amended to read as follows (new text bold and underlined, deleted text struckthrough):

7.02.02 Traditional Neighborhood Overlay District

A. District Intent: The general intent of the Traditional Neighborhood Overlay District (TNOD) is to provide a flexible, alternative district, within the Residential and CH zoning districts, to encourage imaginative and innovative housing types and design for the unified Development of tracts of land, within overall density and Use guidelines established herein and in the Comprehensive Plan. This overlay district is characterized by a mixture of functionally integrated housing types and non-Residential Uses as specified in this section.

B. Mixture of Housing Types and Uses Permitted: A Traditional Neighborhood Overlay District shall be comprised of at least three (3) acres if located in a Residential zoning category, and five (5) acres if located in a CH zone. Properties in this district are required to be developed with at least three (3) distinct types of housing units, each of which shall comprise of at least ten (10) percent of the total land area dedicated to Platted Lots. Examples of
distinct types or styles of housing units include Single Family cottages and bungalows, rowhouses, apartment Buildings, multi-Story Single Family Townhomes, Multi-family Dwellings and Single Family Dwellings. Acreage dedicated to Streets, stormwater, parks, etc... shall not be utilized in the calculation of the ten (10) percent Lot minimum. Permitted Uses shall be limited to that of the underlying CH zoning district.

All of the housing types do not have to be developed at the same time, nor is one housing type a prerequisite to another housing type. For the purpose of this section, "properties" refers to the overall parent Parcel of land that is assigned the Traditional Neighborhood Overlay district and not individual Lots within the parent Parcel of land. Whenever property designated for a Traditional Neighborhood shall not be subject to an approved Master Plan as hereinafter provided or upon invalidation of such a Master Plan, the property shall be subject to all land Development regulations applicable to the underlying CH zoning district generally, as amended from time to time.

For the purpose of this section, the Planning Board may recommend to the City Council for approval and inclusion in section 1.02.01D, regulations uniformly applicable to Manufactured Homes requiring such foundations, building materials, Roof slopes and skirting as will ensure structural and aesthetic compatibility with site built homes.

In CH zoning districts, non-residential Uses shall be permitted, but not encouraged, in a Traditional Neighborhood Overlay District provided that the applicant can demonstrate that such Uses are not only compatible with Residential Use but also affirmatively encourage Residential Use, such as live-in shops or offices.

C. Density/Intensity

1. Residential Land Use shall not exceed a gross density of the underlying CH zoning district.

2. The following intensity standards shall also apply:

   (a) Impervious coverage ratio: Maximum of seventy (70) percent of Lot area. Up to 100% impervious coverage of Lot area may be permitted if the impervious coverage for the overall development tract does not exceed seventy (70) percent.

   (b) Floor Area Ratio (non-residential Use only): Maximum permitted by the underlying CH zoning district regulation.

   (c) Building Height: Maximum permitted by the underlying CH zoning district regulation.

   (d) Open Space: Minimum of thirty (30) percent of Lot area.
(e) Nothing in this section shall be utilized as a basis to exceed the maximum densities or intensities mandated by the City's Comprehensive Plan.

D. Development Standards and Procedures for Approval: Upon approval by the Planning Board as provided in this subsection and approval of a Plat by the City Council in accordance with LDC, the Traditional Neighborhood Overlay District is intended to permit variation in lot size, shape, width, depth, roadway standards and Building Setbacks as will not be inconsistent with the Comprehensive Plan and the density/intensity standards specified in this subsection and as will ensure compatibility with adjoining Development and adjoining Land Uses. Innovative Development standards and principles are encouraged. The following Lot and Building standards shall apply:

(a) Minimum Lot Area: 1,250 square feet

(b) Minimum Lot Width at Front Setback: 25 feet

(c) Minimum Front Yard: 5 feet for roads internal to the Development. A minimum Setback of 25 feet is required adjacent to public roads that abut properties external to the Development.

(d) Minimum Side Yard:
   Interior (to the Development) 0 feet
   Exterior (adjacent to Parcels exterior to the Development): One Story: 5 feet
   Two Stories: 7 ½ feet
   Three Stories: 10 feet
   Four Stories and Over: 10 feet Plus 4 inches per each foot of Building Height over 40 feet

(e) Minimum Side Yard, Street:
   5 feet for roads internal to the Development
   15 feet adjacent to public roads that abut properties external to the Development.

(f) Minimum Rear Yard:
   Interior (to the Development): 0 feet
   Exterior (adjacent to Parcels exterior to the Development): 10 feet plus 4 inches per each foot of Building Height over 40 feet

E. Master Plan: A Master Plan shall be submitted by all owners of the property to be subjected to the Master Plan (collectively the "applicant") to the Building and Planning Department for
review by the Planning Board. The Master Plan shall include, but not be limited to, all of the following:

1. A statement of objectives describing the general purpose and character of the proposed Development including type of structures, Uses, Lot sizes and Setback.

2. A vicinity map showing the location of the proposed Development.

3. A boundary survey and legal description of the property.

4. Detailed perimeter buffering and landscaping plan.

5. Locations and sizes of Land Uses including a plan graphically depicting location, height, density, intensity and massing of all Buildings. The plan shall additionally depict the location of all parking areas, Access points, points of connectivity to surrounding neighborhoods and similar areas that will be utilized for any purpose other than landscaping.

6. Location, type and density of housing types.

7. Detail of proposed roadway standards.

8. Type of zoning districts and existing Uses abutting the proposed Traditional Neighborhood Overlay district boundaries.

9. A detailed, written list and complete explanation of how the proposed Traditional Neighborhood is consistent with the requirements of this section.

10. The timeline for Development of the Traditional Neighborhood, including Development phases if applicable and setting forth benchmarks for monitoring the progress of construction of each phase, which benchmarks shall include, wherever applicable, land clearing, soil stabilization, construction of each landscaping element of horizontal infrastructure (roads, utilities, drainage, et cetera) and vertical infrastructure and improvements. The Final Development Plan shall be submitted within one (1) year of Master Plan approval. The timeline must show that construction of the horizontal improvements will be commenced and substantially completed within one (1) year and two (2) years, respectively, after approval of the Final Development Plan; provided that in the event the Traditional Neighborhood is divided into phases, the timeline must show that construction of Phase I horizontal improvements will be commenced and substantially completed within one (1) year and two (2) years, respectively, after approval of the Final
Development Plan and that the horizontal infrastructure for all remaining phases will be substantially completed within four (4) years after approval of the first Final Development Plan. In addition, the timeline must provide that ninety (90) percent of the land area of the Traditional Neighborhood, excluding horizontal infrastructure, will be built-out to its intended, final Use within ten (10) years.

11. Other applicable information as required on the Application for Master Plan Approval.

F. Master Plan is Conceptual: This section shall not be construed so as to require detailed engineering or Site Plan drawings as a prerequisite to approval by the Planning Board. An applicant may provide a concept plan showing the general types and locations of proposed Development, Open Space, conservation areas, etc. (bubble plan); however, detailed drawings and information consistent with the approved Master Plan will be required prior to issuance of a Local Development Order for any phase(s) of Development. In the event that the Master Plan contains no provision for a particular matter that is regulated in the underlying CH district, then the Local Development Order shall be consistent with both the approved Master Plan and all regulations applicable within the underlying CH district generally.

G. Master Plan Approval Not by Right: A property owner has no legal right for approval of a Master Plan. Rather, the City shall approve a Master Plan only when it has determined that the applicant has demonstrated, to the satisfaction of the City, that the Master Plan provides a sufficient Development plan that provides a mixture of housing types, is compatible with adjacent properties, is consistent with this section, applicable local, state and federal regulations and is consistent with the comprehensive plan.

H. Conditions of Approval: In order to approve a Master Plan or any revision thereto, the Planning Board shall first determine, in a public hearing after notice, that the following conditions (among others it deems appropriate) are met by the applicant:

1. That the Development is planned as one complex Land Use rather than as an aggregation of individual and unrelated Buildings and Uses.

2. That the applicant has met the intent of this section by allocating sufficient acreage for Development of at least three housing types as listed in section 1.02.01B.

I. Progress Report to Planning Board: Upon Master Plan approval, the applicant shall submit a Progress Report to the Planning Board no later than the dates as stated in the Master Plan. The Progress Report shall give a summary of the Development of the Traditional Neighborhood, excluding horizontal infrastructure.
Neighborhood to date including number of Dwelling Units, protection of natural resources, unanticipated events that have taken place and other benchmarks that measure progress in completing the approved Master Plan.

J. Revisions to an Approved TNOD Master Plan: Revisions to an approved TNOD Master Plan shall be made in accordance with section Error! Reference source not found. of this LDC.

K. Final Development Plan: Either concurrently or within one (1) year following zoning and Master Plan approval, all the owners of all or a portion of the property to the Master Plan shall submit one or more Final Development Plans covering all or part of the approved Master Plan. In the event that all the owners of the property subject to the Master Plan are not required to submit a Final Development Plan for a portion of the approved Master Plan, the remaining owners must at least consent in writing to that Final Development Plan. The Final Development Plan shall be reviewed by the Building and Planning Department for consistency with the approved Master Plan. A Local Development Order may be issued if the Department finds the Final Development Plan consistent with the Master Plan.

1. The Final Development Plan shall include all of the following:

   (a) Boundary survey and legal description of the property.

   (b) A vicinity map showing the location of the proposed Development.

   (c) The location of all proposed Building sites including height of structures and Setbacks indicating the distance from property lines, proposed and existing Streets, other Buildings and other man-made or natural features which would be affected by Building Encroachment.

   (d) A table showing the acreage for each Land Use category, housing types and the average Residential density.

   (e) Lot sizes.

   (f) Common Open Spaces that are Useable and operated by the developer or dedicated to a homeowner association or similar group. Common Open Space may contain such Recreational structures and improvements as are desirable and appropriate for the common benefit and enjoyment of residents of the Traditional Neighborhood.

   (g) All Streets, thoroughfares, Access ways and pedestrian interconnections shall be designed to effectively relate to the major thoroughfares and maintain the capacity
of existing and future roadways. Consistency with this requirement shall be determined by the Engineering Department.

(h) Development adjacent to existing Residential areas or areas zoned for Residential Use shall be designed to reduce intrusive impact upon the existing Residential Uses.

(i) Development shall be clustered away from environmentally sensitive features onto less environmentally sensitive features. Gross densities shall be calculated on the overall site.

(j) A utility service plan including sanitary sewer, storm drainage and potable water.

(k) A statement indicating the type of legal instruments that will be created to provide for management of common areas.

(l) If the project is to be phased, boundaries of each phase shall be indicated.

2. Construction and Development of the Traditional Neighborhood shall be completed in strict compliance with the timeline set forth in the Master Plan. The Planning Board may, upon good cause shown at a regular or special meeting, extend the period for beginning and completing construction of any benchmark, provided that the aggregate of all such extensions shall not exceed a period of one (1) year. Further extensions of time to complete a benchmark shall require an amendment to the Master Plan to amend the timeline.

3. Unified Ownership: A property must be under single ownership or under unified control at the time the Traditional Neighborhood Overlay district is assigned, the Master Plan is approved and the Local Development Order is approved.

4. Interpretations: Any interpretation by the City staff in the review of the Final Development Plan may be appealed to the Planning Board.

(Ord. No. 925, §1, 2-24-05) (Ord. #1254, 11/14/13)

SECTION 2. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.
SECTION 3. The appropriate officers and agents of the City are authorized and directed to codify, include and publish in electronic format the provisions of this Ordinance within the Panama City Beach 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 4. This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ___ day of __________, 2018.

__________________
MAYOR

ATTEST:

__________________
CITY CLERK

EXAMINED AND APPROVED by me this ___ day of __________, 2018.

__________________
MAYOR

Page 8 of 9
Ordinance 1479

AGENDA ITEM # 4
REGULAR
ITEM 5
CITY OF PANAMA CITY BEACH
AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME: COUNCIL

2. MEETING DATE: NOVEMBER 8, 2018

3. REQUESTED MOTION/ACTION:
APPROVE FIRST READING OF ORDINANCE 1465 REQUIRING RESIDENTIAL GARBAGE COLLECTION

4. AGENDA
   PRESENTATION ☐
   PUBLIC HEARING ☑
   CONSENT ☑
   REGULAR ☑

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

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)
The Council has determined that the collection of garbage, trash, refuse and waste materials is necessary to reduce unsightly litter and illegal dumping. City Code 12-4(6) already prohibits collection of garbage except by City or persons contracted by City. The proposed ordinance affirmatively requires that garbage generated at residential dwellings be collected by the City or persons contracted by the City. As a result of this Ordinance, all residents will be required, upon request, to produce a contract for garbage collection from a commercial hauler, as the City presently only picks up yard debris.

The penalty is structured so that the third violation, cumulatively, roughly equals a year's worth of garbage service, in order to make compliance cost effective rather than punitive.

If the Council approves first reading of the Ordinance, staff will publish notice of a second reading and public hearing for December 13, 2018. Concurrently, staff will invite all interested haulers to respond to a request for proposals to provide this service, non-exclusively in the City, through a franchise agreement. Staff anticipates bringing franchise agreements to the Council on December 13, 2018 for approval.
ORDINANCE NO. 1465

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, AMENDING THE CITY’S CODE OF ORDINANCES RELATED TO GARBAGE AND TRASH; REQUIRING THE COLLECTION AND REMOVAL OF GARBAGE, TRASH AND WASTE MATERIALS FROM RESIDENTIAL DWELLING BY THE CITY OR PERSONS CONTRACTED BY THE CITY; PROVIDING PENALTIES FOR VIOLATIONS; AUTHORIZING THE CITY TO APPROVE RATES FOR THE COLLECTION OF GARBAGE; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the collection of garbage, trash, refuse and waste materials is necessary for the preservation of the health, safety and welfare of the City of Panama City Beach and surrounding areas; and

WHEREAS, the City has home rule power provided by state law to mandate from and within the boundaries of the City the collection of all garbage, trash, refuse and waste materials and the payment of a reasonable fee therefore by all persons to whom such service is available; and

WHEREAS, the City by its home rule power is authorized, but not obligated, to make itself the sole provider of garbage collection and removal within the boundaries of the City, and in fact has undertaken to collect and remove yard debris within the City; and

WHEREAS, the City may delegate the performance of garbage collection within the City to private firms by contract let by advertised, competitive bids; and

WHEREAS, the City finds that requiring the collection of garbage, trash, refuse and waste materials from residential dwellings, by the City or persons contracted by the City, will reduce unsightly litter and illegal dumping and is in the best interests of the visitors and residents of the City.

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, Article II
Chapter 8 of the Code of Ordinances of the City of Panama City Beach, related to collection of Garbage and Trash is created to read as follows:

ARTICLE II. GARBAGE COLLECTION.

Section 12-8. Residential collection service required.
(a) Each residential dwelling in the City shall provide for the collection and removal of garbage, trash and waste materials generated at and by that residential dwelling, by persons employed by the City or by persons working under contract with the City.
(b) Violation of subsection (a) shall constitute a civil offense punishable by civil penalty pursuant to Chapter 25 of the City's Code of Ordinances in the amounts specified below:
   First violation: $50.00
   Second violation: $100.00
   Third and all subsequent violations: $200.00. The financial penalty for the third and all subsequent violations shall be cumulative to any other penalty which may be provided by law.
(c) The civil penalties established in this section shall always be cumulative and in addition to any other civil or criminal penalties available for a violation of this section of the Panama City Beach 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.

Section 12-9. Approval of rates.
The City Council shall be authorized to approve rates related to the collection, removal or hauling of garbage, refuse, trash and waste materials by resolution.

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

SECTION 3. The appropriate officers and agents of the City are authorized and directed to codify, include and publish in electronic format the provisions of this Ordinance within the Panama City Beach Code, and unless a contrary ordinance is adopted within ninety (90) days following such publication, the codification of this Ordinance shall become the final and official record of the matters herein ordained.
Section numbers may be assigned and changed whenever necessary or convenient.

SECTION 4. This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the
City Council of the City of Panama City Beach, Florida, this ___day of
____________, 2018.

__________________________
MAYOR

ATTEST:

__________________________
CITY CLERK

EXAMINED AND APPROVED by me this ___ day of
______________, 2018.

__________________________
MAYOR

Published in the ____________________ on the ___ day of ________, 2018.

Posted on pcbgov.com on the ___ day of ____________________, 2018.
REGULAR
ITEM 6
| 1. DEPARTMENT MAKING REQUEST/NAME: | LEGAL |
| 2. MEETING DATE: | NOVEMBER 8, 2018 |
| 3. REQUESTED MOTION/ACTION: | DIRECT STAFF REGARDING LIMITATIONS ON LOW SPEED VEHICLES RENTED IN CITY |
| 4. AGENDA | |
| Presentation | |
| Public Hearing | |
| Consent | ✓ |
| Regular | |
| 5. IS THIS ITEM BUDGETED (IF APPLICABLE)? | YES No N/A ✓ |
| Budget Amendment or N/A | DETAILED BUDGET AMENDMENT ATTACHED | YES No N/A ✓ |
| 6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED) | |
| ON FEBRUARY 23, 2017, THE COUNCIL ADOPTED ORDINANCE 1398, WHICH AMONG OTHER THINGS, LIMITED THE NUMBER OF LOW SPEED VEHICLES RENTED IN THE CITY TO 300. SECTION 22-105.5, WHICH MEMORIALIZED THIS LIMITATION, IS SCHEDULED TO SUNSET IN FEBRUARY 2019 UNLESS THE COUNCIL TAKES AFFIRMATIVE ACTION TO EXTEND IT. IF NO ACTION IS TAKEN, THE LIMITATION WILL EXPIRE AUTOMATICALLY ON FEBRUARY 23, 2019. NO OTHER PROVISIONS OF ORDINANCE 1398 ARE SUBJECT TO THE SUNSET. IF COUNCIL DESIRES TO CONFIRM OR AMEND THE LIMITATION OF LOW SPEED VEHICLES, A NEW ORDINANCE WILL NEED TO BE ADOPTED PRIOR TO FEBRUARY 23, 2019. IF COUNCIL DESIRES TO REMOVE THE CAP OF LOW SPEED VEHICLES RENTED IN THE CITY, NO FURTHER ACTION IS REQUIRED. STAFF REQUESTS THE COUNCIL'S CONSIDERATION AND DIRECTION. |