PANAMA CITY BEACH CITY COUNCIL
AGENDA

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

REGULAR MEETING DATE: November 12, 2015
MEETING TIME: 6:00 P.M.

I. INVOCATION: PASTOR JOHN WOODROW OF THE GULFVIEW UNITED METHODIST CHURCH

II. PLEDGE OF ALLEGIANCE: MAYOR GAYLE F. OBERST

III. APPROVAL OF AGENDA

IV. APPROVAL OF MINUTES

V. DF CONSENT AGENDA

1. "THANKSGIVING PROCLAMATION". "A Proclamation honoring Thursday, November 26, 2015 as "Thanksgiving Day" in Panama City Beach."

2. "NATIONAL PEARL HARBOR REMEMBRANCE DAY". "A Proclamation designating December 7, 2015 as "National Pearl Harbor Remembrance Day" with the flags being lowered to half-staff on that day.

3. RESOLUTION 16-07, CANCELLATION OF COASTAL COMMUNITY BANK DEVELOPMENT AGREEMENT. The City Council approved cancellation of the Development Agreement at the October 22, 2015 City Council meeting. "BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City a Cancellation of Development Agreement between the City and Buckhorn Beach Investments, LLC, successor in interest to Coastal Community Bank, relating to the termination of those certain development rights established in the Development Agreement with Coastal Community Bank for the approximate 1.97 acre parcel of land located at the intersection of the Panama City Beach Parkway and Henry Avenue, entered by the parties on October 30, 2007; in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such Agreement shall be conclusive evidence of such approval."

4. RESOLUTION 16-15, EXTENSION OF PEST CONTROL CONTRACT. The original Contract, dated 11/12/13, allowed for a one year renewal upon the City's request. The service will be bid out again next year. "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 Extended Agreement with Florida Pest Control, renewing and extending for one year the original Agreement, dated 11/20/13, in accordance with the terms of that Agreement, relating to pest control services to be performed on the City Hall Campus, for the total amount of $3,780, in substantially the form attached and presented to the Council today, with such insertions, omissions or deletions as may be approved by the City Manager whose execution of such Agreement shall be conclusive evidence of such approval."

5. RESOLUTION 16-16, BIDS-PARKS DOUBLE DRUM ROLLER PURCHASE. Staff advertised for bids for the purchase of a new double drum roller for the Parks & Recreation Department. Three

1 of 6

Regular Agenda
bids were submitted. STAFF RECOMMENDS approval of the lowest bidder, Cowin Equipment, for $333,316.00. The Parks & Recreation Budget can sufficiently cover this expense. "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 Cowin Equipment Company, Inc., relating to the purchase of a Volvo 47.2 inch double drum roller for Parks and Recreation, in the basic amount of $333,316, in substantially the form of the quote attached and presented to the Council today, with such insertions, omissions or deletions as may be approved by the City Manager whose execution of such Agreement shall be conclusive evidence of such approval."

RESOLUTION 16-17, CHRISTMAS PARADE ROAD CLOSURES. "A Resolution of the City of Panama City Beach requesting temporary closing of portions of Front Beach Road (U.S.98A) on December 12, 2015 to permit the annual Christmas Parade; and providing an immediately effective date."

RESOLUTION 16-19, BIDS- FRANK BROWN COURTS RESURFACING. The Parks and Recreation Department received two bids for the "Court Surfacing" project. Only one bidder met the specifications requested. The second bidder did not provide documentation showing that they are an approved member of the American Sports Builders Association (ASBA) or a Certified Tennis Court Builder as designated by the ASBA. They also did not offer the Premier Court product. These were requirements listed in the bid specifications. STAFF RECOMMENDS that the Council authorize the City to contract with the only responsive bidder, American Tennis Courts for $87,180 for the Court Surfacing Project. A suggested motion is provided should the council choose to award it. This amount came in under the planned budget for the project of $90,000. "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 American Tennis Courts, Inc., relating to the resurfacing of tennis courts, basketball courts, and pickle ball courts at Frank Brown Park and Lyndell Center, in the basic amount of $87,180, in substantially the form of the quote attached and presented to the Council today, with such insertions, omissions or deletions as may be approved by the City Manager whose execution of such Agreement shall be conclusive evidence of such approval."

RESOLUTION 16-20, BIDS- CONSERVATION PARK TRAIL STABILIZATION PROJECT 2015. Since the Conservation Park opened in 2011, staff has been working to implement a management program to restore the former tree farm site to a more natural condition. Recreational and environmental education opportunities are also being developed for the public to experience the park's natural setting. Conservation Park's twenty-five miles of internal trails and boardwalks give the public access to many areas of the 2,900 acre site, along with a connection to the entire Gayle's Trails network. Several miles of sandy trails have been improved over the past 5 years to provide a surface that allows cyclists to ride the trails. This fiscal year, staff budgeted $300,000 to stabilize another 4.5+ miles of trails in the north and western sections of the park that are difficult for cyclists to travel. An exhibit showing the areas to be stabilized is attached. Last year, the City earned over $300,000 from timber sales in the park and staff desires to reinvest those funds back into the site.
RESOLUTION 16-21, BIDS- UTILITY FLEET VEHICLES. Staff allocated funds in the FY 2015-2016 water and wastewater utilities budget to purchase eight service vehicles. All of the vehicles are replacements for existing ones that have reached the end of their useful service life. Bid specifications were prepared and a Request for Bids was publicly advertised in the News Herald and on the City website. Two bidders responded and a bid tabulation is attached for review. STAFF RECOMMENDS that the Council authorize the City Manager to purchase the eight vehicles from the lowest bidder on each vehicle as follows: Hub City Ford – Five (5) 1/2 ton 4x4 trucks @ $23,996 each. Total purchase amount from Hub City Ford will be $119,980. Bartow Ford – One (1) 1/2 ton 4x2 Service Body truck @ $21,689; One (1) 1/4 ton 4x2 Service Body truck @ $26,568; One (1) 1/4 ton 4x4 Service Body truck @ $29,322. Total purchase amount from Bartow Ford will be $77,579. Costs will also be allocated between the water and wastewater divisions by use as shown on the bid tabulation. This annual fleet purchase is budgeted and total costs are below the budgeted amount. Upon approval, purchase orders will be issued and delivery of all vehicles is expected within 20 weeks thereafter. “A Resolution of the City of Panama City Beach, Florida, approving the purchase of 8 trucks for the Water and Wastewater Utilities Department, in the total amount of $197,559; authorizing the appropriate officers of the City to execute and deliver contracts with vendors for specific types of vehicles as more particularly set forth in the body of the Resolution; and providing an immediately effective date.”

RESOLUTION 16-22, BIDS- BETH AND GARDENIA DRAINAGE IMPROVEMENTS. Staff has identified several different areas within Panama City Beach that experience localized stormwater problems. The “Beth and Gardenia Drainage Improvement Project” was identified as one of the areas of concern. CDM – Smith, along with their sub-consultant McNeil Carroll Engineering, completed all design and permitting necessary to bid construction work to provide drainage improvements to alleviate these concerns. The stormwater conveyance system was designed to alleviate standing water within the Fernwood, Gardenia and Beth Street Right of Ways by conveying it to an existing pond located on the west side of Beth Street and interconnecting to another pond on the east side of Beth Street.

The project was publicly advertised and six (6) bidders responded with sealed bids by the required date and time. Bids were publicly opened on November 3rd at 2:30 PM. After reviewing the bid documents, Only 4 of the 6 bidders were found to be fully responsive. McNeil Carroll recommends that the Base Bid be awarded to the lowest fully responsive bidder, 814 Sand, Inc., for the lump sum contract amount of $160,775.00. The consultant’s recommendation and bid tabulation are attached for review. STAFF CONCURS with the award recommendation and FURTHER RECOMMENDS APPROVAL by Council. A draft construction
agreement is also attached for your review. The stormwater utility has sufficient funds available to enter into a contract for the work, and the project is included in the current fiscal year budget. The project is expected to be completed in approximately March 2016.

"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 814 Sand, Inc., relating to the Beth and Gardenia Street Drainage Improvement Project, in the basic amount of One Hundred Sixty Thousand Seven Hundred Seventy Five Dollars ($160,775), 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, whose execution of such agreement shall be conclusive evidence of such approval."

RESOLUTION 16-24, NEW YEAR’S EVE STREET PARTY, BALL DROP AND ROAD CLOSURES. "A Resolution of the City of Panama City Beach related to the New Year’s Eve Street Party event; authorizing a bell drop; authorizing road closures within Pier Park on December 30-31, 2015 for the Event’s Street Party; and providing an immediately effective date."

RESOLUTION 16-26, BIDS- PCBPD FLEET VEHICLES PURCHASE. Bids were publicly advertised and four bidders responded for the October 21st Bid Opening. STAFF RECOMMENDS APPROVAL to purchase three 2016 Police Dodge Chargers at a cost $24,242 per vehicle from Bay Dodge; four Chevy 4WD Trucks at a cost of $26,149.50 per vehicle from Garber Fleet Sales; five Ford Interceptors for patrol at a cost of $27,335 per vehicle; and three Ford Interceptors for Administration at a cost of $27,506, all from Hub City Ford. These dealers were the lowest bids for the respective vehicles. The total cost for all 15 vehicles is $396,517. "A Resolution of the City of Panama City Beach, Florida, approving the purchase of 15 automobiles for the Police department in the total amount of $396,517; authorizing the appropriate officers of the City to execute and deliver contracts with vendors for specific types of vehicles as more particularly set forth in the body of the Resolution; and providing an immediately effective date."

RESOLUTION 16-27, BIDS- PCBPD EQUIPMENT PURCHASE AND INSTALLATION. Staff recommends approval to purchase and have installed all of the emergency equipment for, if approved, the 15 new vehicles. The Department has normally completed installations but with the increased activities during this time of the year, it's becoming difficult to have officers come off their assignment to do the installations, which can take a month if not longer. Bids were advertised and three sealed bids were received; two did not meet the specific requirements. STAFF RECOMMENDS APPROVAL for HG2 Emergency Lighting's bid of $89,996 to complete the installations, which will include all emergency equipment, vehicle graphics and window tint. "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 HG2 Emergency Lighting, relating to the installation of emergency equipment, graphics and tint on 15 police vehicles, in the basic amount of $89,996, 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, whose execution of such agreement shall be conclusive evidence of such approval."
<table>
<thead>
<tr>
<th>NO.</th>
<th>OFFICIAL</th>
<th>ITEM</th>
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<tbody>
<tr>
<td>1</td>
<td>GFO</td>
<td>BOYS &amp; GIRLS CLUB CIVIC ACHIEVEMENT AWARD.</td>
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<td>2</td>
<td>GFO</td>
<td>PCB FIRE/RESCUE RECOGNITION, FIRST RESPONDER APPRECIATION COMMUNITY SERVICE AWARD.</td>
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<td>3</td>
<td>GFO</td>
<td>POLICE DEPARTMENT RECOGNITION, 2015 LAW ENFORCEMENT OFFICER OF THE YEAR.</td>
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<td>4</td>
<td>GFO</td>
<td>CHECK PRESENTATION TO COPS N' KIDS BY IRONMAN FLORIDA.</td>
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<tr>
<td>5</td>
<td>MG</td>
<td>TDC COLLECTOR SEAT BOARD MEMBER.</td>
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<td>6</td>
<td>ML</td>
<td>PLANNING BOARD MEMBER VACANCY.</td>
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<td>7</td>
<td>MG</td>
<td>FIRE TRUCK 1 PRESENTATION.</td>
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<td>8</td>
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<td>RESOLUTION 16-14, WATER HEATER REPLACEMENT, BUDGET AMENDMENT #3, PUBLIC HEARING.</td>
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<td>9</td>
<td>PC</td>
<td>RESOLUTION 16-18, COLONY CLUB LAND REAL ESTATE SALES CONTRACT AND BUDGET AMENDMENT #4, PUBLIC HEARING.</td>
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<td>JS</td>
<td>PALMETTO TRACE PARKING- DISCUSSION.</td>
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<td>RESOLUTION 16-23, LOOP ROAD CONSTRUCTION DOCUMENTS.</td>
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<td>RESOLUTION 16-25, BUDGET AMENDMENT 5 FOR RECEIPT OF FDOT COMPREHENSIVE TRAFFIC ENFORCEMENT (CTEP) GRANT, PUBLIC HEARING.</td>
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<td>14</td>
<td>ML</td>
<td>ORDNANCE 1333, AMENDING LDC SECTION 5.02.08 REGARDING SETBACK REQUIREMENTS FOR SWIMMING POOLS ENCLOSED WITH SCREENING, 2ND READING, PUBLIC HEARING, ADOPTION.</td>
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<td>15</td>
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<td>ORDNANCE 1364, AMENDING LDC SECTION 5.04.09 SUPPLEMENTAL STANDARDS FOR DUPLEX, TRIPLEX, AND QUADPLEX BUILDINGS, 2ND READING, PUBLIC HEARING, ADOPTION.</td>
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<td>16</td>
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<td>ORDNANCE 1365, AMENDING LDC 5.06.02, MAXIMUM HEIGHT FOR AN AMUSEMENT, 2ND READING, PUBLIC HEARING, ADOPTION.</td>
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<td>ORDNANCE 1366, AMENDING LDC 7.02.03G, FRONT YARDS IN FRONT BEACH ROAD OVERLAY DISTRICT, 2ND READING, PUBLIC HEARING, ADOPTION.</td>
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<td>18</td>
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<td>ORDNANCE 1367, AMENDING LDC SECTION 10, CLARIFYING APPLICATIONS FOR LARGE CONDITIONAL USES AND STAND-ALONE TOWERS, 2ND READING, PUBLIC HEARING, ADOPTION.</td>
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<td>19</td>
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<td>ORDNANCE 1369, GULF FRONT SHORT TERM RENTALS AS RELATES TO R-1C ZONING, 1ST READING, PUBLIC HEARING.</td>
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<td>ORDNANCE 1370, PIER PARK OVERLAY AMENDMENT, 1ST READING.</td>
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<td>ORDNANCE 1351-L, LIMITING SCOOTERS, 2ND READING, PUBLIC HEARING, ADOPTION.</td>
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<td>ORDNANCE 1371, SPECIAL EVENTS LATE APPLICATION PENALTIES, 1ST READING.</td>
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<td>PLAT APPROVAL, BREAKFAST POINT COMMERCIAL SUBDIVISION, PUBLIC HEARING.</td>
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<td>24</td>
<td>MG</td>
<td>CITY MANAGER UPDATE.</td>
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JOHN REICHARD  X
RICK RUSSELL  X
JOSIE STRANGE  X
KEITH CURRY  X
GAYLE OBERST  X
I certify that the Council members listed above have been contacted and made aware of the items on this agenda.

City Clerk  Date

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

E-mailed and/or Faxed to following interested parties on: 11/15, noon.

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<tr>
<th>NEWS MEDIA</th>
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<tr>
<td>News Herald</td>
<td>John Henderson</td>
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<td>Bulletin</td>
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<td>Channel 4</td>
<td>Ryan Rodig</td>
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<td>Rex Ogburn</td>
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<td>Ken McVay</td>
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<td>Comcast</td>
<td>Kay C. McWilliams</td>
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<td>WOW</td>
<td>Cil Schnitker</td>
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<td>WKGC</td>
<td>Emily Balazs</td>
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<td>WLTG</td>
<td>A. D. Whitehurst</td>
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<tr>
<td>Magic Broadcasting</td>
<td>Chris Allen</td>
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<tr>
<td>Clear Channel</td>
<td>Crystal Presley</td>
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<tr>
<td>Panama City Radio</td>
<td>Brandon Andrews</td>
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NOTE: COPIES OF THE AGENDA ITEMS ARE POSTED ON THE CITY’S WEBSITE: WWW.PCBGOV.COM UNDER “AGENDA INFORMATION”. THIS MEETING WILL BE LIVE-STREAMED ON THE CITY WEBSITE.

If a person decides to appeal any decision made by the City Council with respect to any matter considered at the meeting, if an appeal is available, such person will need a record of the proceeding, and such person may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is based. Sec. 286.0105, FS (1995)
CONSENT AGENDA
ITEM #1,

PROCLAMATION
WHEREAS, Thanksgiving Day is a time for families and friends to gather together and express the gratitude for all that we have been given, the freedoms we enjoy and the loved ones who enrich our lives; and

WHEREAS, every Thanksgiving, we remember the story of the Pilgrims who came to America in search of religious freedom and a better life. Our Nation's first President, George Washington, stated in the first Thanksgiving Day Proclamation that “It is the duty of all Nations to acknowledge the providence of Almighty God, to obey His will, to be grateful for His benefits, and humbly implore His protection and favor”; and

WHEREAS, our Founding Fathers recognized their dependence on God and the work of His hand in their lives and this Nation. In the midst of all the chaotic events in our Nation and around the world, we are reminded that security and liberty continue only because of God's loving care; and

WHEREAS, with God's grace, this holiday season we carry forward the legacy of our forebears. In the company of our loved ones, we give thanks for the people we care about and the joy we share, and remember those who are less fortunate. We honor all those who are serving our Nation far from home, and thank the first responders and medical professionals who work through the holiday to keep us safe;

NOW, THEREFORE, I, Gayle F. Oberst, by virtue of the authority vested in me as Mayor of the City of Panama City Beach, call upon all citizens of Panama City Beach to observe Thursday, November 26, 2015 as

"THANKSGIVING DAY"

and let us give thanks to God who blessed our nation's first days and who blesses us today. May He continue to guide and watch over our families and our Nation always.

IN WITNESS WHEREOF, I have hereunto set My Hand and caused the Official Seal of our Great City to be affixed this Twelfth Day of November, in the Year of Our Lord Two Thousand Fifteen.

City of Panama City Beach

Gayle F. Oberst, Mayor

CONSENT
AGENDA ITEM 

Diane Fowler, City Clerk
CONSENT AGENDA

ITEM #2,

PROCLAMATION
~Proclamation~

A PROCLAMATION DESIGNATING
DECEMBER 7, 2015
AS
"NATIONAL PEARL HARBOR REMEMBRANCE DAY"
IN PANAMA CITY BEACH

WHEREAS, seventy-four years ago, more than 2,400 Americans lost their lives in a surprise attack on Pearl Harbor. On National Pearl Harbor Remembrance Day, we think of those who died on December 7, 1941 and honor those who sacrificed in defense of our homeland and liberty during World War II; and

WHEREAS, on that peaceful Sunday morning, our Country suffered a vicious, unprovoked attack that changed the course of history. Though our Pacific Fleet was battered, broken and nearly destroyed, our citizens were inspired by the great acts of heroism from those who survived and from those who did not; and

WHEREAS, after the devastating attacks on Pearl Harbor, President Franklin D. Roosevelt declared, "We are going to win the war and we are going to win the peace that follows." From this attack grew the steadfast resolve that has made America the defender of freedom around the world. In the 21st century, freedom is again under attack and young Americans have stepped forward to serve in a global war on terror that will secure our liberty and determine the destiny of millions around the world. These patriots are protecting our country and our way of life by upholding the tradition of honor, bravery, and integrity demonstrated by that generation that fought for our Nation in World War II; and

WHEREAS, like generations before, we will answer history's call with confidence, confront threats to our way of life, and build a more peaceful world for our children and grandchildren. Today, as we defend our Nation's ideals, we pay special tribute to those who lost their lives at Pearl Harbor, honor our veterans of World War II, and celebrate the liberty that makes America a lasting symbol of hope to the world;

NOW, THEREFORE, I, Gayle F. Oberst, by virtue of the authority vested in me as Mayor of the City of Panama City Beach, proclaim December 7, 2015 as

"National Pearl Harbor Remembrance Day"

and encourage all Americans to observe this solemn occasion with appropriate ceremonies and activities. I urge everyone to fly the flag of our Nation at half staff on December 7th in honor of those who died as a result of their service at Pearl Harbor.

IN WITNESS WHEREOF, I have hereunto set My Hand and caused the Official Seal of our Great City to be affixed this Twelfth Day of November, in the Year of Our Lord Two Thousand Fifteen.

City of Panama City Beach

Gayle F. Oberst, Mayor
CONSENT AGENDA
ITEM #3,

RESOLUTION 16-07
RESOLUTION 16-07

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City a Cancellation of Development Agreement between the City and Buckhorn Beach Investments, LLC, successor in interest to Coastal Community Bank, relating to the termination of those certain development rights established in the Development Agreement with Coastal Community Bank for the approximate 1.97 acre parcel of land located at the intersection of the Panama City Beach Parkway and Henry Avenue, entered by the parties on October 30, 2007; in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of __________, 2015.

CITY OF PANAMA CITY BEACH

By: ________________________________
    Gayle F. Oberst, Mayor

ATTEST:

______________________________
Diane Fowler, City Clerk
CANCELLATION OF DEVELOPMENT AGREEMENT

This Cancellation of Development Agreement is hereby made and entered on this 16th day of October, 2015, by the City of Panama City Beach, Florida (herein “City”), and Buckhorn Beach Investments, LLC, successor in interest to Coastal Community Bank (herein “Owner”), for the purpose of dissolving certain development rights established by the Development Agreement for the Property described herein.

WITNESSETH

WHEREAS, on October 30, 2007, the City and Coastal Community Bank, a Florida corporation (now defunct) entered into a Development Agreement, recorded in Bay County Official Records Book 2998, Pages 1384 through 1403, (the “Agreement”) whereby Coastal Community Bank preserved certain rights, obligations and limitations regarding the development of an approximate 1.97 acre parcel of land located at the intersection of the Panama City Beach Parkway and Henry Avenue (the “Property”) in the City; and

WHEREAS, as a result of economic and other conditions, Developer did not meet the schedule of development set forth in the Agreement; and

WHEREAS, the City has the right to unilaterally terminate the Agreement, and has had that right since March 23, 2010 when a suspension of the option to terminate expired; and

WHEREAS, Buckhorn Beach Investments, LLC has acquired the property and is the successor in interest to Coastal Community Bank, and has requested cancellation of the Agreement; and

WHEREAS, the parties have determined that it is in their mutual best interests to cancel the Agreement on the terms and conditions provided for herein.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, the parties expressly agree as follows:

AGREEMENT

1. The effective date shall be the date of recording of this Cancellation in the public records of Bay County, Florida (the “Effective Date”).

2. The Development Agreement is hereby cancelled as of the Effective Date, and shall be void and of no further effect. Owner acknowledges and agrees that upon
such cancellation, development of the Property will be wholly governed and controlled by the City’s Land Development Code, as amended.

3. Within ten (10) days of the execution of this Cancellation by all parties, the Owner shall record this Cancellation in the Official Records of Bay County, Florida.

4. Each of the parties, for and as to itself alone, represents and warrants that:
   a. Such Party has not assigned or transferred any of the rights or obligations of the Development Agreement.
   b. Such Party has the full and complete authority to enter into this Cancellation, and to execute any and all documents required to effect this Cancellation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate authorized representative as of the date first above written.

Signed, seal and delivered
In the presence of

BUCKHORN BEACH
INVESTMENTS, LLC

By: [Signature]
   Its: MEMBER

The foregoing instrument was acknowledged before me this 20th day of October 2015, by [Signature] as member of BUCKHORN BEACH INVESTMENTS, LLC, on behalf of the company who is personally known to me or has produced a state driver's license as

Printed Name: Sherri Sullivan
NOTARY PUBLIC, State of Florida

CANCELLATION OF CONSENT
AGENDA ITEM #3
The foregoing instrument was acknowledged before me this _____ day of __, 2015, by Mario Gisbert, as City Manager of the CITY OF PANAMA CITY BEACH, FLORIDA. He is personally known to me or has produced a ___________ state driver's license as identification.

Printed Name: __________________________
NOTARY PUBLIC, State of Florida
[NOTARIAL SEAL]
CONSENT AGENDA
ITEM #4,
RESOLUTION 16-15
RESOLUTION 16-15

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 Extended Agreement with Florida Pest Control, renewing and extending for one year the original Agreement, dated November 20, 2013 in accordance with the terms of that Agreement, relating to pest control services to be performed on the City Hall Campus, for the total amount of Three Thousand Seven Hundred Eighty Dollars ($3,780), in substantially the form attached and presented to the Council today, with such insertions, omissions or deletions as may be approved by the City Manager, whose execution of such Extended Agreement shall be conclusive evidence of such agreement.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of __________, 2015.

CITY OF PANAMA CITY BEACH

By: ____________________________  
Gayle F. Oberst, Mayor

ATTEST:

______________________________  
Diane Fowler, City Clerk
PANAMA CITY BEACH-PEST CONTROL CONTRACT

SECTION 00050

EXTENDED AGREEMENT

THIS AGREEMENT, made this 1st day of December, 2015 by and between the City of Panama City Beach hereinafter called "OWNER", and FLORIDA PEST CONTROL doing business as ______________ hereinafter called "CONTRACTOR". This contract shall be valid for a period of one (1) years ending December 1, 2016.

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

1. The CONTRACTOR will provide monthly pest control service per bid specifications (the "Work").

2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the completion of the project described herein.

3. The CONTRACTOR will commence the Work required by the CONTRACT DOCUMENTS within 10 calendar days after the Notice to Proceed.

4. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of THREE HUNDRED FIFTEEN DOLLARS ($315.00) per month and yearly for the sum of THREE THOUSAND SEVEN HUNDRED EIGHTY DOLLARS ($3,780.00) as shown in the BID SCHEDULE.

5. The CONTRACTOR agrees to provide to the City annually the type and amounts of pesticides used per specifications.

6. The CONTRACTOR shall be required to use only chemicals approved by Environmental Control, Health Department of Bay County and the State of Florida Health Department.

7. The CONTRACTOR shall keep fully informed of all federal, state and local regulations associated with this type of work.

The term "CONTRACT DOCUMENTS" means and includes the following:

(A) ADVERTISEMENT FOR BIDS

(B) INFORMATION FOR BIDDERS

AGREEMENT 00050 1
6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in three (3) copies each of which shall be deemed an original on the date first written above.

CITY OF PANAMA CITY BEACH

BY __________________________

(SEAL)

ATTEST;

NAME __________________________
(Please type)

TITLE __________________________

NAME __________________________
(Please type)

TITLE __________________________

CONTRACTOR: __________________________

BY __________________________

(SEAL)

ATTEST;

NAME __________________________
(Please type)

TITLE __________________________

NAME __________________________
(Please type)

TITLE __________________________

END OF SECTION

AGREEMENT 00050 3

CONSENT
AGENDA ITEM # _______
THIS AGREEMENT, made this 20th day of November, 2013 by and between the City of Panama City Beach hereinafter called "OWNER", and FLORIDA PEST CONTROL doing business as FLORIDA PEST CONTROL hereinafter called "CONTRACTOR".

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

1. This contract shall be valid upon issuance of the Notice to Proceed and shall continue for a period of two (2) years ending December 1, 2015. Thereafter, the City shall have the option to renew this Agreement upon the same terms and conditions for one consecutive, one year period. Upon any failure to so renew, this Agreement shall terminate.

2. The CONTRACTOR will provide monthly pest control service per bid specifications (the "Work").

3. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the provision of pest control services to the 30 buildings on the PCB City Hall campus.

4. The CONTRACTOR will commence the Work required by the CONTRACT DOCUMENTS within 10 calendar days after the Notice to Proceed.

5. The CONTRACTOR agrees to perform all of the Work described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of THREE HUNDRED FIFTEEN DOLLARS ($315.00) per month and yearly for the sum of THREE THOUSAND SEVEN HUNDRED EIGHTY DOLLARS ($3,780.00) as shown in the BID SCHEDULE.

6. The CONTRACTOR agrees to annually provide documentation to the City describing the type and amounts of pesticides used, per bid specifications.

7. The CONTRACTOR shall be required to use only chemicals approved by Environmental Control, Health Department of Bay County and the State of Florida Health Department.

8. The CONTRACTOR shall comply with all federal, state and local regulations associated with this type of work.

The term "CONTRACT DOCUMENTS" means and includes the following:

(A) ADVERTISEMENT FOR BIDS

(B) INFORMATION FOR BIDDERS
9. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

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

Remainder of page intentionally blank.
IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in three (3) copies each of which shall be deemed an original on the date first written above.

CITY OF PANAMA CITY BEACH
BY
MARIO GISBERT, CITY MANAGER

(SEAL)
ATTEST:

HOLLY J. WHITE, CITY CLERK

CONTRACTOR: FLORIDA PEST CONTROL

BY
NAME CHRIS POWELL
(Please type)
TITLE DISTRICT MANAGER

NAME
(Please type)
TITLE

END OF SECTION
CONSENT AGENDA
ITEM #5,

RESOLUTION 16-16
RESOLUTION 16-16

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 Cowin Equipment Company, Inc., relating to the purchase of a Volvo 47.2 inch double drum roller for Parks and Recreation, in the basic amount of Thirty Three Thousand Three Hundred Sixteen Dollars ($33,316.00), in substantially the form of the quote attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of __________, 2015.

CITY OF PANAMA CITY BEACH

By: __________________________
    Gayle F. Oberst, Mayor

ATTEST:

Diane Fowler, City Clerk
Memorandum

Date: 10/27/2015
To: Mario Gisbert, City Manager
From: Jim Ponek, Parks and Recreation Director
Subject: Bid for Double drum roller

Staff advertised bids for the purchase of a new double drum roller for the Parks and Recreation Department. Three bids were submitted. Staff recommends going with the lowest bidder, Cowin Equipment for a total of $33,316.00. The Parks and Recreation budget can sufficiently cover this expense. A suggested motion is provided should you choose to award it.

Suggested Motion:

Be it resolved that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement between the City and Cowin Equipment for a Volvo 47.2 inch double drum roller for the total amount of $33,316.00 with such changes, insertions or omissions as may be approved by the city manager and the execution of such agreement shall be conclusive evidence of such approval.
<table>
<thead>
<tr>
<th>Bidder</th>
<th>Address</th>
<th>Information</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cowin Equipment</td>
<td>119 Winchester Way</td>
<td>47.2 inch double drum roller</td>
<td>$33,316.00</td>
</tr>
<tr>
<td></td>
<td>Crestview, FL 32539</td>
<td>Volvo brand</td>
<td></td>
</tr>
<tr>
<td>Walker Miller</td>
<td>4400 N Orange Blossom Tr</td>
<td>47.2 inch double drum roller</td>
<td>$38,820.00</td>
</tr>
<tr>
<td></td>
<td>Orlando, FL 32804</td>
<td>Wacker Neuson</td>
<td></td>
</tr>
<tr>
<td>Tractor Equipment Company</td>
<td>3305 Hwy 77</td>
<td>47 inch double drum roller</td>
<td>$40,900.00</td>
</tr>
<tr>
<td></td>
<td>Panama City, FL 32405</td>
<td>Hamm</td>
<td></td>
</tr>
</tbody>
</table>
To:  
City of Panama City Beach  
Frank Brown Park  
16200 Panama City Beach Parkway  
Panama City Beach, FL 32413  

Attention:  
Cheryl Joiner  

Salesman:  
John Edwards

---

<table>
<thead>
<tr>
<th>Make</th>
<th>Model</th>
<th>Serial Number</th>
<th>Quantity</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Volvo</td>
<td>DD258</td>
<td></td>
<td>1</td>
<td>$33,316.00</td>
</tr>
</tbody>
</table>

Unit is new and unused.

---

<table>
<thead>
<tr>
<th>Equipment Specs</th>
<th>Trade - in</th>
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</thead>
<tbody>
<tr>
<td>Make: Volvo DD258 Asphalt Compactor</td>
<td>Make:</td>
</tr>
<tr>
<td>Drum Screen 1200mm (47.2&quot;) (DD258W)</td>
<td></td>
</tr>
<tr>
<td>Stationary Seat</td>
<td></td>
</tr>
<tr>
<td>Articulation Joint</td>
<td></td>
</tr>
<tr>
<td>NA Engine</td>
<td></td>
</tr>
<tr>
<td>Standard ROPS</td>
<td></td>
</tr>
<tr>
<td>Back up alarm</td>
<td></td>
</tr>
<tr>
<td>Fuel level gauge, electrical</td>
<td></td>
</tr>
<tr>
<td>Foldable ROPS</td>
<td></td>
</tr>
<tr>
<td>Electrical Installation - Std</td>
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</tbody>
</table>

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<table>
<thead>
<tr>
<th>Pricing Summary</th>
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<tbody>
<tr>
<td>Equipment Purchase Price</td>
<td>$33,316.00</td>
</tr>
<tr>
<td>Less Trade-In Allowance</td>
<td>$0.00</td>
</tr>
<tr>
<td>Local Delivery</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Total Price (before sales tax) $33,316.00

---

<table>
<thead>
<tr>
<th>Notes / Warranty / CSA Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit is covered under the Volvo Warranty program for 12 months or 1500 hours, whichever</td>
</tr>
<tr>
<td>Delivery can be made in approximately 15 days after receipt of order.</td>
</tr>
<tr>
<td><em>All standard warranty, extended warranty and CSA pricing (If applicable) are included in the above machine sales total price</em></td>
</tr>
</tbody>
</table>

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<table>
<thead>
<tr>
<th>Lease Quote</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type</td>
</tr>
<tr>
<td>Lease Quote</td>
</tr>
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</table>

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<table>
<thead>
<tr>
<th>Finance Quote</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Amt. to Finance</td>
</tr>
<tr>
<td>Inc. Tax</td>
</tr>
</tbody>
</table>

---

ACKNOWLEDGEMENTS: We promise to pay the balance due shown above in cash, or to execute a Time Sale Agreement (Retail Installment Contract), on or before delivery of the equipment ordered herein. Despite physical delivery of the equipment, title shall remain with the seller until the equipment balance shown in above is fully paid.

Proposed:  
John Edwards

Accepted:  

SSM  
John Edwards

ASM  
850-685-7055

CONSENT  
AGENDA ITEM #
CONSENT AGENDA
ITEM #6,

RESOLUTION 16-17
RESOLUTION NO. 16-17

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH REQUESTING TEMPORARY CLOSING OF PORTIONS OF FRONT BEACH ROAD (U.S. 98A) ON DECEMBER 12, 2015 TO PERMIT THE ANNUAL CHRISTMAS PARADE; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the annual Christmas Parade at Panama City Beach will be conducted on Saturday, December 12, 2015; and

WHEREAS, the occasion necessitates careful traffic control and extraordinary usage of certain sections of Front Beach Road (U.S. Highway 98) within the corporate limits of Panama City Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL of Panama City Beach that, during the hours of 3:00 P.M. and 7:00 P.M., on December 12, 2015, all vehicular traffic on Front Beach Road from Hill Road to Pier Park Drive be rerouted in accordance with the map which accompanies this Resolution.

PASSED, APPROVED AND ADOPTED in regular session this 12th day OF November, 2015.

CITY OF PANAMA CITY BEACH

By: ____________________________

Gayle F. Oberst, Mayor

ATTEST:

Diane Fowler, City Clerk
Detour Route

- Police car & officer

- Traffic Signal

X = Officer for directing traffic

Police officers & vehicles can be used instead of signs.

CONSENT AGENDA ITEM #
CONSENT AGENDA
ITEM #7,
RESOLUTION 16-19
RESOLUTION 16-19

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 American Tennis Courts, Inc., relating to the resurfacing of tennis courts, basketball courts and pickle ball courts at Frank Brown Park and Lyndell Center, in the basic amount of Eighty Seven Thousand One Hundred Eighty Dollars ($87,180), in substantially the form of the quote attached and submitted to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of __________, 2015.

CITY OF PANAMA CITY BEACH

By: __________________________
    Gayle F. Oberst, Mayor

ATTEST:

Diane Fowler, City Clerk
Bid Specifications

Date: 11/4/2015
To: Mario Gisbert
From: Jim Ponek, Parks and Recreation Director
Subject: Court Surfacing Project

The Parks and Recreation Department received two bids for the "Court Surfacing" project. Only one bidder met the specifications requested. The second bidder did not provide documentation showing that they are an approved member of the American Sports Builders Association (ASBA) or a Certified Tennis Court Builder as designated by the ASBA. They also did not offer the Premier Court product. These were requirements listed in the bid specifications.

The Parks and Recreation staff recommends that the council authorize the City to contract with the only responsive bidder, American Tennis Courts for $87,180 for the Court Surfacing Project. A suggested motion is provided should the council choose to award it. This amount came in under the planned budget for the project of $90,000.

**Suggested Motion:**

Be it resolved that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement between the City and American Tennis Courts for the court surfacing project in the amount of $87,180.
### CITY OF PANAMA CITY BEACH
#### BID TABULATION

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Address</th>
<th>Information</th>
<th>Price</th>
</tr>
</thead>
</table>
| American Tennis Courts| 1272 Boltons Branch Road Mobile, AL 36606 | - Resurface 4 tennis courts  
- Install Premier court on 2 basketball courts
- Surfacing of 2 pickleball courts | Total project price $87,180.00 |
| Sport Surfaces        | 7011 Wilson Road West Palm Beach, FL 33413 | Did not meet specifications  
Did not offer Premier Court
Did not provide documentation of certifications required | Total project price $62,700.00 |
November 2, 2015

Cheryl Joiner
Recreation Administration Supervisor
City of Panama City Beach
16200 Panama City Beach Parkway
Panama City Beach, FL 32413

Dear Cheryl,

As requested, we are pleased to offer the following quotation for the work to be performed at Frank Brown Park and the Lyndell Center in Panama City Beach.

For the price of $87,180.00, we will perform the work on the two (2) basketball courts, four (4) tennis courts and two (2) pickle ball courts located at Frank Brown Park and the Lyndell Center as specified in the attached Bid Specifications.

It is recommended that the proposed scope of work only be performed by a Certified Tennis Court Builder as designated by the American Sports Builders Association. Adequate access and water must be made available to the site. All labor and materials will have a one (1) year warranty. This quotation only includes work to be performed inside the fence line unless otherwise specified. Although all work will be performed to manufacturer’s specifications, no warranty can be offered on the return of any cracks except on the Premier Courts. It is understood that the cracks can return at any time after the work has been completed except on the Premier Courts. (Initial _______). Two applications of Roundup must be made to kill the vegetation on the court. All debris must be removed from the court and fence prior to work commencing. The temperature must be 55 degrees and rising for the resurfacing work to be performed and sunny and 80 degrees and rising for the Premier Court work to be performed. This quotation does not include the construction of or the repair of any landscaping, sidewalks, irrigation work, electrical work, fence work, squeegee marks, etc.

Thank you for the opportunity to offer this quotation. This quotation is valid for 90 days. If you need any additional information, please call me at the number above. If you wish to schedule and have this work performed, sign below and either fax or email a copy of this letter to our office. I look forward to hearing from you and working with you.

Sincerely,

Jeffrey M. Nichols
President
The information contained in this proposal remains the property of American Tennis Courts and cannot be utilized by any other parties without the expressed permission of American Tennis Courts, Inc.
NOTICE TO BID

Date: 10/20/2015
Subject: Seeking bids for Court Surfacing

The Parks and Recreation Department is seeking bids for Court Surfacing at Frank Brown Park and Lyndell Center for the tennis courts, basketball courts, and the pickleball courts.

Full Bid Specifications are attached.

NOTE TO BIDDERS: Bidder must be an approved member of the American Sports Builders Association (ASBA) and a Certified Tennis Court Builder as designated by the ASBA.

"Sealed bids" should be dropped off or mailed to City of Panama City Beach, 110 S Arnold Road, Panama City Beach, FL 32413. The envelope should be clearly marked "Court Surfacing", with name and address on the packet. Submit the sealed bids to the City Hall Annex no later than 10:00 a.m. (CST) November 3, 2015 and bids will be opened and read publicly immediately thereafter. The City of Panama City Beach ("City") reserves the right to reject any and all Bids. All Bids shall be firm (including all material prices) for a period of 30 days after opening.

The City shall award the Contract to the lowest responsive and responsible bidder on the total project; provided, however, the City reserves the right to award the Contract to a Bidder who is not the lowest responsive and responsible bidder if the City determines in its reasonable discretion that another Bid offers the City a better value based upon the reliability, quality of service, or product of such other Bidder.

For information, call Cheryl Joyner at (850) 233-5045.
Bid Specifications for resurfacing four (4) tennis courts at Frank Brown Park

1. Thoroughly clean and pressure wash the courts utilizing a pressure washer with at least 3500 psi. Areas of algae, dirt, sand, delaminating surface material, etc. should be removed.

2. All cracks should be filled and leveled with American Acrylic Crack Filler.

3. Install the Guardian Crack Repair System over approximately 10lf of designated existing cracks.

4. All low areas must be leveled to within 1/8" with American Patch Binder. Mix 100 lbs. silica sand with 2 gallons of Portland Cement and add Binder until desired consistency is achieved.

5. Over the Asphaltic Surface Course, apply one (1) coat of Premier Sports Acrylic Resurfacer in accordance with the manufacturer's directions at a rate of not less than .04 -.06 gallons per square yard (32 - 48 gallons for 800 square yards). Dilution rate will not exceed 1 part water, 2 parts Premier Sports Resurfacer and one part sand.

6. The second coat should be Premier Sports Color Concentrate (color: Blue/Light Green) in accordance with the manufacturer's directions at a rate of not less than .03 -.06 gallons per square yard (24 - 48 gallons for 800 square yards). Dilution for this texture coat shall be 2 parts Premier Sports concentrate, 1 part water, and one part sand.

7. The final coat of Premier Sports Color Concentrate (color: Blue/Light Green) shall be applied as directed by the manufacturer at a rate of not less than .03 -.06 gallons per square yard (24 - 48 gallons for 800 square yards). Dilution for this texture coat shall be 2 parts Premier Sports concentrate, 1 part water, and one part sand.

8. White lines conforming to U.S. Tennis Association specifications shall be laid out and Premier Sports Textured Line Paint (100% acrylic latex) applied by brush using masking tape or template.

General:

Materials specified for the Color System shall be delivered F.O.B. to the site in sealed, painted containers, properly labeled with Manufacturer's labels, and stenciled with the proper batch code number. Products packaged or labeled in any other manner will not be accepted. Mixing with clean fresh water shall only be performed at the job site. Spreading rates are based upon material prior to mixing with water as directed.

Upon completion, the Contractor shall remove all containers, surplus, materials and debris, and leave the site in a clean and orderly condition acceptable to the Owner.

Guarantee:

The Contractor shall guarantee labor, materials, and workmanship (except for the return of any or new cracks) for a period of one (1) year from the date of the final billing. Anytime during this time period, the Contractor shall make necessary repairs to the surface without cost to the Customer.
Bidder Qualifications:

Bidder must have ten (10) years minimum experience in tennis court construction and resurfacing. Upon request, Bidder must present a minimum of fifteen (15) major tennis projects completed during the past five (5) years, as well as, a list including resurfacing projects with multiple tennis courts. Bidder must have ten (10) years minimum experience in the installation of the Guardian Crack Repair System.

Bidder must be an approved member of the American Sports Builders Association (ASBA) and a Certified Tennis Court Builder as designated by the ASBA.

Bidder must be an approved applicator for Premier Sports Coatings Surface System and the Guardian Crack Repair System.
Bid Specs for two (2) Basketball Courts at Frank Brown Park:

When repairing the two basketball courts, we recommend the Premier Court and the Premier Sports Coatings Surfacing Systems specifications as follows:

1. Thoroughly clean and pressure wash the courts utilizing a pressure washer with at least 3500 psi. Areas of algae, dirt, sand, delaminating surface material, etc. should be removed.

2. All cracks should be filled and leveled with American Acrylic Crack Filler or the American Patch Binder for cracks over 1/2”.

3. Install the Premier Court over the entire asphalt pad according to manufactures specifications.

4. All low areas must be leveled to within 1/8” with American Patch Binder. Mix 100 lbs. silica sand with 2 gallons of Portland Cement and add Binder until desired consistency is achieved.

5. Over the Asphaltic Surface Course, apply two (2) coat of Premier Sports Acrylic Resurfacer in accordance with the manufacturer's directions at a rate of not less than .04 - .06 gallons per square yard (32 - 48 gallons for 800 square yards). Dilution rate will not exceed 1 part water, 2 parts Premier Sports Resurfacer and one part sand.

6. The second coat should be Premier Sports Color Concentrate (color: Blue/Light Green) in accordance with the manufacturer's directions at a rate of not less than .03 - .06 gallons per square yard (24 - 48 gallons for 800 square yards). Dilution for this texture coat shall be 2 parts Premier Sports concentrate, 1 part water, and one part sand.

7. The final coat of Premier Sports Color Concentrate (color: Blue/Light Green) shall be applied as directed by the manufacturer at a rate of not less than .03 - .06 gallons per square yard (24 - 48 gallons for 800 square yards). Dilution for this texture coat shall be 2 parts Premier Sports concentrate, 1 part water, and one part sand.

8. White lines conforming to U.S. Tennis Association specifications shall be laid out and Premier Sports Textured Line Paint (100% acrylic latex) applied by brush using masking tape or template.

General:

Materials specified for the Color System shall be delivered F.O.B. to the site in sealed, painted containers, properly labeled with Manufacturer's labels, and stenciled with the proper batch code number. Products packaged or labeled in any other manner will not be accepted. Mixing with clean fresh water shall only be done at the job site. Spreading rates are based upon material prior to mixing with water as directed.

Upon completion, the Contractor shall remove all containers, surplus, materials and debris, and leave the site in a clean and orderly condition acceptable to the Owner.

 Guarantee:

The Contractor shall guarantee labor, materials, and workmanship for a period of one (1) year from the date of the final billing. Anytime during this time period, the Contractor shall make necessary repairs to the surface without cost to the Customer.
Bidder Qualifications:

Bidder must have ten (10) years minimum experience in tennis court construction and resurfacing. Upon request, Bidder must present a minimum of fifteen (15) major tennis projects completed during the past five (5) years, as well as, a list including resurfacing projects with multiple tennis courts. Bidder must have fifteen (15) years minimum experience in the installation of the Premier Court.

Bidder must be an approved member of the American Sports Builders Association (ASBA) and a Certified Tennis Court Builder as designated by the ASBA.

Bidder must be an approved applicator for Premier Sports Coatings Surface System and the Premier Court System.
Bid Specifications for the surfacing/construction of two Pickleball Courts in the existing asphalt parking lot behind the LYNDELL CENTER:

1. Thoroughly clean and pressure wash the courts utilizing a pressure washer with at least 3500 psi. Areas of algae, dirt, sand, delaminating surface material, etc. should be removed.

2. All cracks should be filled and leveled with American Acrylic Crack Filler.

3. All low areas must be leveled to within \( \frac{1}{8} \) with American Patch Binder (if possible). Mix 100 lbs. silica sand with 2 gallons of Portland Cement and add Binder until desired consistency is achieved.

4. The net post foundations are then dug. This work is performed by cutting through the asphalt with a cut off saw. The size of the holes should measure 2' x 2' and 3' deep. A 3" PVC sleeve with an inside diameter of 2 7/8" is then installed in the center of each foundation. Concrete is poured around the sleeve to within 2" of the surface. The removed asphalt is then heated and re-installed on top of the concrete foundation. The asphalt is tamped to be smooth, compacted, and even with the existing surface course. The area is then dressed and patched as described in the patching specifications. The center anchor installation is performed in the same manor as the net posts, but measures 1' x 1' x 1'. An American galvanized center anchor should be installed in the center of the foundation.

5. Over the Asphaltic Surface Course, apply one (1) coat of Premier Sports Acrylic Resurfacer in accordance with the manufacturer's directions at a rate of not less than .04 - .06 gallons per square yard (32 - 48 gallons for 800 square yards). Dilution rate will not exceed 1 part water, 2 parts Premier Sports Resurfacer and one part sand.

6. The second coat should be Premier Sports Color Concentrate (color: Blue/Light Green) in accordance with the manufacturer's directions at a rate of not less than .03 - .06 gallons per square yard (24 - 48 gallons for 800 square yards). Dilution for this texture coat shall be 2 parts Premier Sports concentrate, 1 part water, and one part sand.

7. The final coat of Premier Sports Color Concentrate (color: Blue/Light Green) shall be applied as directed by the manufacturer at a rate of not less than .03 - .06 gallons per square yard (24 - 48 gallons for 800 square yards). Dilution for this texture coat shall be 2 parts Premier Sports concentrate, 1 part water, and one part sand.

8. White pickleball lines conforming to U.S.A. Pickleball Association specifications shall be laid out and Premier Sports Textured Line Paint (100% acrylic latex) applied by brush using masking tape or template.

9. Install two sets of pickleball net posts, nets, and center straps equivalent to Putterman 2 7/8" posts and Putterman 3.0 net.
General:

Materials specified for the Color System shall be delivered F.O.B. to the site in sealed, painted containers, properly labeled with Manufacturer's labels, and stenciled with the proper batch code number. Products packaged or labeled in any other manner will not be accepted. Mixing with clean fresh water shall only be performed at the job site. Spreading rates are based upon material prior to mixing with water as directed.

Upon completion, the Contractor shall remove all containers, surplus, materials and debris, and leave the site in a clean and orderly condition acceptable to the Owner.

Guarantee:

The Contractor shall guarantee labor, materials, and workmanship (except for the return of any or new cracks) for a period of one (1) year from the date of the final billing. Anytime during this time period, the Contractor shall make necessary repairs to the surface without cost to the Customer.

Bidder Qualifications:

Bidder must have ten (10) years minimum experience in tennis court construction and resurfacing. Upon request, Bidder must present a minimum of fifteen (15) major tennis projects completed during the past five (5) years, as well as, a list including resurfacing projects with multiple tennis courts.

Bidder must be an approved member of the American Sports Builders Association (ASBA) and a Certified Tennis Court Builder as designated by the ASBA.

Bidder must be an approved applicator for Premier Sports Coatings Surface System.
CONSENT AGENDA
ITEM #8,
RESOLUTION 16-20
RESOLUTION 16-20

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 XGD Systems, LLC, relating to the Conservation Park Trail Stabilization 2015 Project, in an amount not to exceed $300,000, at the unit price of $11.58 per LF for Type I Trail Stabilization and $7.83 per LF for Type II Trail Stabilization, 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, whose execution of such agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of __________, 2015.

CITY OF PANAMA CITY BEACH

By: ____________________________
    Gayle F. Oberst, Mayor

ATTEST:

Diane Fowler, City Clerk
Memorandum

To: Mario Gisbert
CC: Diane Fowler, Jim Ponek
From: Al Shortt
Date: November 5, 2015
Subject: Construction Bids – Conservation Park Trail Stabilization

Since Conservation Park opened in 2011, staff has been working to implement a management program to restore the former tree farming site to a more natural condition. Recreational and environmental education opportunities are also being developed for the public to experience the park’s natural setting. Conservation Park’s twenty-five miles of internal trails and boardwalks give the public access to many areas of the 2,900 acre site, along with a connection to the entire Gayle’s Trails network. Several miles of sandy trails have been improved over the past 5 years to provide a surface that allows cyclists to ride the trails. This fiscal year, staff budgeted $300,000 to stabilize another 4.5+ miles of trails in the north and western sections of the park that are difficult for cyclists to travel. An exhibit showing the areas to be stabilized is attached for your use. Last year, the City earned over $300,000 from timber sales in the park and staff desires to reinvest those funds back into the site.

Staff prepared contract bid documents and publically advertised for construction bids. The work is being bid on a unit price basis for either twelve feet wide or ten feet wide stabilization work. Twelve (12) bidders responded by the closing time and date and a bid tabulation from the public opening is attached. After review of the bids, staff recommends that the City award the Unit Price Bids to the low bidder, XGD Systems, LLC for the unit costs of $11.58/LF for Type I stabilization and $7.83/LF for Type II stabilization, with a not to exceed cost of $300,000 for project. A proposed construction agreement between the City and XGD Systems is attached for your use as well.
CONSERVATION PARK TRAIL STABILIZATION 2015
<table>
<thead>
<tr>
<th>BIDDER</th>
<th>ADDRESS</th>
<th>ADDENDUM #1</th>
<th>BID BOND</th>
<th>PUBLIC ENTITY FORM</th>
<th>DRUG FREE FORM</th>
<th>TYPE I TRAIL STABILIZATION UNIT COST</th>
<th>TYPE II TRAIL STABILIZATION UNIT COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>XGD Systems, LLC</td>
<td>415 NW Flagler Ave, Unit 302</td>
<td></td>
<td>X</td>
<td>X</td>
<td></td>
<td>$11.58 per L.F.</td>
<td>$7.83 per LF</td>
</tr>
<tr>
<td>Telephone 772-286-6822</td>
<td>Stuart, FL 34994</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>RBM Contracting</td>
<td>P.O. Box 2174</td>
<td></td>
<td>X</td>
<td>X</td>
<td></td>
<td>$11.40 per L.F.</td>
<td>$10.27 per L.F.</td>
</tr>
<tr>
<td>Telephone 850-622-1434</td>
<td>Santa Rosa Beach, FL 32459</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GCUC</td>
<td>13938 Highway 77</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td>$14.25 per L.F.</td>
<td>$10.00 per L.F.</td>
</tr>
<tr>
<td>Telephone 850-265-9166</td>
<td>Southport, FL 32409</td>
<td></td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C-Miles Construction</td>
<td>1625 Airport Rd.</td>
<td></td>
<td>X</td>
<td>X</td>
<td></td>
<td>$14.30 per L.F.</td>
<td>$12.21 per L.F.</td>
</tr>
<tr>
<td>Telephone 850-747-1826</td>
<td>Panama City, FL 32105</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CW Roberts</td>
<td>3372 Capital Circle NE</td>
<td></td>
<td></td>
<td>X</td>
<td></td>
<td>$14.65 per L.F.</td>
<td>$9.06 per L.F.</td>
</tr>
<tr>
<td>Telephone 850-385-5060</td>
<td>Tallahassee, FL 32308</td>
<td></td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Sikes Concrete</td>
<td>8030 Hwy 77</td>
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<td>$15.65 per L.F.</td>
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<tr>
<td>Telephone 850-265-4564</td>
<td>Southport, FL 32409</td>
<td></td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>H&amp;T Contractors, LLC</td>
<td>376 Ben King Roads</td>
<td></td>
<td>X</td>
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<td></td>
<td>$15.65 per L.F.</td>
<td>$11.94 per L.F.</td>
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<tr>
<td>Telephone 850-835-0231</td>
<td>Freeport, FL 32435</td>
<td></td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Roberson Excavation, Inc.</td>
<td>6013 Southridge Road</td>
<td></td>
<td>X</td>
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<td></td>
<td>$16.31 per L.F.</td>
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<tr>
<td>Telephone 850-626-9911</td>
<td>Milton, FL 32570</td>
<td></td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>814 Sand, Inc.</td>
<td>12030 Hwy 70</td>
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<td>X</td>
<td>X</td>
<td></td>
<td>$18.33 per L.F.</td>
<td>$14.70 per L.F.</td>
</tr>
<tr>
<td>850-814-7263</td>
<td>Southport, FL 32409</td>
<td></td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>North Florida Construction</td>
<td>P. O. Box 129</td>
<td></td>
<td>X</td>
<td>X</td>
<td></td>
<td>$19.98 per L. F.</td>
<td>$11.06 per L. F.</td>
</tr>
<tr>
<td>850-674-5730</td>
<td>Clarksville, FL 32430</td>
<td></td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Marshall Brothers Const. &amp; Eng.</td>
<td>1717 Tennessee Ave.</td>
<td></td>
<td>X</td>
<td>X</td>
<td></td>
<td>$20.00 per L. F.</td>
<td>$14.00 per L. F.</td>
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<tr>
<td>Lynn Haven, FL 32444</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GAC Contractors, Inc.</td>
<td>4116 Hwy 231 North, Panama City, FL 32404</td>
<td></td>
<td>X</td>
<td>X</td>
<td></td>
<td>$24.98 per L. F.</td>
<td>$29.00 per L. F.</td>
</tr>
</tbody>
</table>
THIS AGREEMENT is made this _____ day of __________, 2015 by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called "OWNER") and XGD SYSTEMS, LLC, doing business as a Corporation, having a business address of 415 NW Flagler Ave, Unit 302, Stuart, Florida 34994 (hereinafter called "CONTRACTOR"), for the performance of the Work (as that term is defined below) in connection with the construction of Conservation Park - Trail Stabilization 2015 Project ("Project"), to be located at 100 Conservation Drive, Panama City Beach, Florida, in accordance with the Drawings and Specifications prepared by the City of Panama City Beach, the Engineer of Record (hereinafter called "Engineer") and all other 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 subcontractors 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 will commence the Work required by the Contract Documents within ten (10) calendar days after the date of the NOTICE TO PROCEED to be issued by OWNER in writing within 10 calendar days from the date of this Agreement and will achieve Substantial Completion of the Work within 60 consecutive calendar days of the required commencement date, except to the extent the period for Substantial Completion is extended pursuant to the terms of the Contract Documents ("Contract Time"). Final Completion of the Work shall be achieved by CONTRACTOR within the time period set forth in Section 15.2 of Section 00100, General Conditions.

3. The CONTRACTOR agrees to pay the OWNER, as liquidated damages, the sum of $150.00 for each calendar day that expires after the Contract Time for Substantial Completion as more fully set forth in Section 15 of the General Conditions.

4. The CONTRACTOR agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the Not-To-Exceed sum of $300,000.00 for performing Work at the Unit Prices of $11.58 per LF for Type I stabilization and $7.83 per LF for Type II stabilization as shown in the BID SCHEDULE, included within the Bid Proposal Form.

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

    - Section 00010        ADVERTISEMENT FOR BIDS
    - Section 00020        INFORMATION FOR BIDDERS
    - Section 00030        BID PROPOSAL FORM
    - Section 00040        BID BOND
    - Section 00050        AGREEMENT
DRAWINGS prepared by the City of Panama City Beach
Numbered 1 through 2 and dated September 30, 2015.

SPECIFICATIONS prepared or issued by the City of Panama City Beach,
dated October 2015.
ADDENDA

No. 1, dated October 21, 2015

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) 233-5116
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, unless stated 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 OWNER with respect to the administration of this Agreement. The Project Representative to be utilized by OWNER for this Project, shall be Mr. Al Shortt, Utilities Director, City of Panama City Beach.

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 as provided in Section 00805 Supplemental Conditions, Contract Claims and Changes. 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.

TRAIL STABILIZATION 2015

AGREEMENT 00050-7
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 stating that it meets all the requirements of 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:

<table>
<thead>
<tr>
<th>Bodily Injury, Property Damage &amp; Personal Injury Liability</th>
<th>$1,000,000 Combined Single Limit Each Occurrence, and</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$2,000,000 Aggregate Limit</td>
</tr>
</tbody>
</table>

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.
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 $2,000,000, each occurrence and aggregate as required by OWNER.

ADDITIONAL INSURANCE

The OWNER requires the following additional types of insurance.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]
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

BY: ____________________________

NAME: Mario Gisbert
(Please type)
TITLE: City Manager

CONTRACTOR:

BY: ____________________________

NAME: ____________________________
(Please Type)
ADDRESS: ____________________________

[END OF SECTION 00050]

TRAIL STABILIZATION 2015

AGREEMENT 00050-11

CONSENT
AGENDA ITEM # ________
CONSENT AGENDA
ITEM #9,
RESOLUTION 16-21
RESOLUTION 16-21

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF EIGHT TRUCKS FOR THE WATER AND WASTEWATER UTILITIES DEPARTMENT IN THE TOTAL AMOUNT OF $197,559; AUTHORIZING THE APPROPRIATE OFFICERS OF THE CITY TO EXECUTE AND DELIVER CONTRACTS WITH VENDORS FOR SPECIFIC TYPES OF VEHICLES AS MORE PARTICULARLY SET FORTH IN THE BODY OF THE RESOLUTION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

1. 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 Hub City Ford, relating to the purchase of five ½ ton 4x4 trucks, in the basic amount of One Hundred Nineteen Thousand, Nine Hundred Eighty Dollars ($119,980), with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

2. 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 Bartow Ford, relating to the purchase of three trucks, in the basic amount of Seventy Seven Thousand, Five Hundred Seventy Nine Dollars ($77,579), with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of __________, 2015.

CITY OF PANAMA CITY BEACH

By: ____________________________
    Gayle F. Oberst, Mayor

ATTEST:

______________________________
Diane Fowler, City Clerk

Resolution 16-21
CONSENT
AGENDA ITEM #
Memorandum

To: Mario Gisbert

CC: Diane Fowler, Holly White

From: Al Shortt

Date: November 5, 2015

Subject: Utilities Department Fleet Vehicle Purchase

Staff allocated funds in the FY 2015-2016 water and wastewater utilities budget to purchase eight service vehicles. All of the vehicles are replacements for existing ones that have reached the end of their useful service life. Bid specifications were prepared and a Request for Bids was publically advertised in the News Herald and on the City website.

Two bidders responded and a bid tabulation is attached for your review. Staff recommends that the Council authorize the City Manager to purchase the eight vehicles from the lowest bidder on each vehicle as follows:

Hub City Ford – Five (5) ½ ton 4x4 trucks @ $23,996 each.

Total purchase amount from Hub City Ford will be $119,980.

Bartow Ford – One (1) ½ ton 4x2 truck @ $21,689
One (1) ¾ ton 4x2 Service Body truck @ $26,568
One (1) ¾ ton 4x4 Service Body truck @ $29,322

Total purchase amount from Bartow Ford will be $77,579.

Costs will also be allocated between the water and wastewater divisions by use as shown on the bid tabulation. This annual fleet purchase is budgeted and total costs are below the budgeted amount. Upon approval, purchase orders will be issued and delivery of all vehicles is expected within 20 weeks thereafter.
### BID TABULATION

**UTILITY DEPARTMENT FLEET VEHICLES**  
**NOVEMBER 3, 2015 - 2:15 P.M.**

<table>
<thead>
<tr>
<th>BIDDER</th>
<th>ADDRESS</th>
<th>UNIT BID AMOUNT &amp; QUANTITY TO PURCHASE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>1/2 TON 4X2</td>
</tr>
<tr>
<td>BARTOW FORD</td>
<td>2800 US Highway 98 N. Bartow, Florida 33830</td>
<td>$21,689</td>
</tr>
<tr>
<td>Joe Windrow</td>
<td>4060 South Ferdon Blvd. Crestview, FL 32536</td>
<td>$21,996</td>
</tr>
</tbody>
</table>

**LOW BID**  
1/2 TON 4X2: $21,689  
1/2 TON 4X4: $23,996  
3/4 TON 4X2 SERVICE BODY: $26,568  
3/4 TON 4X4 SERVICE BODY: $29,322  

**QUANTITY**  
1  
5  
1  
1

**SUB TOTAL**  
$21,689  
$119,980  
$26,568  
$29,322

**DIVISION**  
100% Water  
(1) 100% Wastewater  
(4) 70% Water, 30% WW  
100% Wastewater  
100% Wastewater

**WATER DIVISION COST**  
$21,689  
$67,188.80  
$26,568

**WASTEWATER DIVISION COST**  
$52,791.20  
$29,322

**TOTAL # OF VEHICLES =** 8  
**TOTAL COST OF VEHICLES =** $197,559.00  
**WATER DIVISION BUDGET EXPENDITURE =** $88,877.80  
**WASTEWATER DIVISION BUDGET EXPENDITURE =** $106,681.20
CONSENT AGENDA
ITEM #10,
RESOLUTION 16-22
RESOLUTION 16-22

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 814 Sand, Inc., relating to the Beth and Gardenia Street Drainage Improvement Project, in the basic amount of One Hundred Sixty Thousand Seven Hundred Seventy Five Dollars ($160,775), 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, whose execution of such agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of __________, 2015.

CITY OF PANAMA CITY BEACH

By: ____________________________
      Gayle F. Oberst, Mayor

ATTEST:

_______________________________
Diane Fowler, City Clerk
Memorandum

To: Mario Gisbert
CC: Holly White, Paul Casto
From: Kelly Jenkins
Date: November 5, 2015
Subject: Construction Bids – Beth and Gardenia Drainage Improvements

Staff has identified several different areas within Panama City Beach that experience localized stormwater problems. The “Beth and Gardenia Drainage Improvement Project” was identified as one of the areas of concern. CDM – Smith, along with their sub-consultant McNeil Carroll Engineering, completed all design and permitting necessary to bid construction work to provide drainage improvements to alleviate these concerns. The stormwater conveyance system was designed to alleviate standing water within the Fernwood, Gardenia and Beth Street Right of Ways by conveying it to an existing pond located on the west side of Beth Street and interconnecting to another pond on the east side of Beth Street.

The project was publically advertised and six (6) bidders responded with sealed bids by the required date and time. Bids were publically opened on November 3rd at 2:30 PM. After reviewing the bid documents, Only 4 of the 6 bidders were found to be fully responsive. McNeil Carroll recommends that the Base Bid be awarded to the lowest fully responsive bidder, 814 Sand, Inc., for the lump sum contract amount of $160,775.00. The consultant’s recommendation and bid tabulation are attached for review. Staff concurs with the award recommendation and further recommends approval by Council. A draft construction agreement is also attached for your review. The stormwater utility has sufficient funds available to enter into a contract for the work, and the project is included in the current fiscal year budget. The project is expected to be completed in approximately March 2016.
November 4, 2015

Ms. Kelly Jenkins, P.E.
City of Panama City Beach
110 South Arnold Road, Florida 32413

Re: Beth & Gardenia Drainage Improvements
Award Recommendation
Panama City Beach, Florida
MCEI File No. 24508

Dear Ms. Jenkins,

McNeil Carroll Engineering, Inc. received bids from six (6) contractors for the Beth & Gardenia Drainage Improvements project on November 3, 2015.

A certified bid tabulation sheet is attached and labeled as Exhibit A.

After a thorough review of all bids, it was determined that four (4) of the bidders were deemed responsive and that 814-Sand, Inc. was the lowest responsive bidder. Therefore, we recommend that the City of Panama City Beach (City) award 814-Sand, Inc. the contract for $160,775.00.

The Notice of Award and Agreement (Exhibit B) are enclosed and are to be executed if the City Commission approves our recommendation.

In addition, two copies of each bid package received are included as Exhibit C.

Should you have any questions or require clarification, please do not hesitate to call.

Respectfully,

McNeil Carroll Engineering, Inc.

Robert Carroll, P.E.
Vice President
Exhibit A

Certified Bid Tabulation Sheet
## Exhibit A
### DETAILED BID TABULATION
#### BETH & GARDENIA STREETS DRAINAGE IMPROVEMENTS - PLANHOLDERS LIST
**MCEI Project # 24508**

**Bid Opening Date: November 3, 2015 at 2:30 pm**

<table>
<thead>
<tr>
<th>BIDDER</th>
<th>Last Name Bid</th>
<th>Mobilization</th>
<th>Bond and Performance</th>
<th>Testing, Flushing &amp; Disinfection</th>
<th>Layout and Alignment</th>
<th>Demolition</th>
<th>Erosion Control</th>
<th>Base Bid</th>
<th>Public Entity Crimes</th>
<th>Drug Free Form</th>
<th>Bid Bond</th>
<th>Trench Safety Act</th>
<th>Addendum 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>B14 Sand, Inc.</td>
<td>$160,775.00</td>
<td>$5,500.00</td>
<td>$2,650.00</td>
<td>$2,000.00</td>
<td>$3,500.00</td>
<td>$3,195.00</td>
<td>$2,000.00</td>
<td>$138,930.00</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
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<tr>
<td>Marshall Brothers</td>
<td>$229,060.30</td>
<td>$11,240.00</td>
<td>$4,483.00</td>
<td>$4,505.30</td>
<td>$6,758.00</td>
<td>$16,023.50</td>
<td>$3,178.90</td>
<td>$182,672.60</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
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<tr>
<td>Sites Concrete</td>
<td>$138,350.00</td>
<td>$6,750.00</td>
<td>$2,700.00</td>
<td>$3,400.00</td>
<td>$3,500.00</td>
<td>$3,500.00</td>
<td>$2,000.00</td>
<td>$118,500.00</td>
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<td>✓</td>
<td>✓</td>
<td>✓</td>
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<tr>
<td>Royal American</td>
<td>$222,261.00</td>
<td>$15,142.00</td>
<td>$4,415.00</td>
<td>$3,324.00</td>
<td>$5,557.00</td>
<td>$6,086.00</td>
<td>$3,334.00</td>
<td>$188,393.00</td>
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<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>HAC Contractors, LLC</td>
<td>$161,500.00</td>
<td>$4,322.38</td>
<td>$1,663.20</td>
<td>$3,316.00</td>
<td>$5,223.40</td>
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<td>$8,253.98</td>
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<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
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<tr>
<td>NAC Contractors, LLC</td>
<td>$194,922.00</td>
<td>$7,100.00</td>
<td>$2,800.00</td>
<td>$2,100.00</td>
<td>$3,500.00</td>
<td>$23,862.50</td>
<td>$2,000.00</td>
<td>$143,083.00</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
</tbody>
</table>

---

1 - Deemed unresponsive due to submitting only 1 bid proposal form and did not submit pre qualification application

2 - Deemed unresponsive due to submitting only 1 bid proposal form

**Date:**

R. Carroll, P.E.

FL PE Reg No. 57968
Exhibit B

Agreement
(Section 00050)

and

Notice of Award
(Section 00080)
SECTION 00050
AGREEMENT

THIS AGREEMENT, made this_________ day of __________, 2015,
by and between, the City of Panama City Beach (hereinafter called “OWNER”) and
814 Sand, Inc., doing business as a Corporation, having a business address of 12030 Hwy 77 Southport, FL 32409
(hereinafter called “CONTRACTOR”), for the performance of the Work (as that term is defined below) in connection with the construction of the PANAMA CITY BEACH – BETH AND
GARDENIA STREETS – DRAINAGE IMPROVEMENTS (Project), to be located in Bay County, Florida, in accordance with the Drawings and Specifications prepared by McNEIL
CARROLL ENGINEERING, INC., the Engineer of Record (hereinafter called “ENGINEER”) and all other Contract Documents hereinafter specified.

The OWNER and the 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, the 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 subcontractors or sub-subcontractors, if any, nor any of their respective employees or personnel, shall be deemed servants, employees, or agents of the OWNER.

2. The CONTRACTOR will commence the Work required by the Contract Documents within 10 calendar days after the date of the Notice to Proceed to be issued by OWNER in writing within 10 calendar days from the date of this Agreement and will achieve Substantial Completion of the Work within 90 consecutive calendar days of the required commencement date, except to the extent the period for Substantial Completion is extended pursuant to the terms of the Contract Documents (“Contract Time”). Final Completion of the Work shall be achieved by the CONTRACTOR within the time period set forth in Section 15 of Section 00100, General Conditions.

3. The CONTRACTOR agrees to pay the OWNER, as liquidated damages, the sum of $200.00 for each calendar day that expires after the Contract Time for Substantial Completion as more fully set forth in Section 15 of Section 00100, General Conditions.
a. The CONTRACTOR agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of $160,775.00 as shown in the Bid Schedule, included within the Bid Proposal Form, as said amount may be hereafter adjusted pursuant to the terms of the Contract Documents ("Contract Price").

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

1. ADVERTISEMENT FOR BIDS (SECTION 00010)
2. INFORMATION FOR BIDDERS (SECTION 00020)
3. BID (SECTION 00030)
4. BID BOND (SECTION 00040)
5. AGREEMENT (SECTION 00050)
6. PERFORMANCE BOND (SECTION 00060)
7. PAYMENT BOND (SECTION 00070)
8. NOTICE OF AWARD (SECTION 00080)
9. NOTICE TO PROCEED (SECTION 00090)
10. DRUG-FREE WORK PLACE (SECTION 00095)
11. CERTIFICATE OF COMPLIANCE WITH THE FLORIDA TRENCH SAFETY ACT (SECTION 00096)
12. PUBLIC ENTITY CRIMES STATEMENT (SECTION 00097)
13. SALES TAX AGREEMENT (SECTION 00098)
14. CERTIFICATE OF INSURANCE (SECTION 00099)
15. GENERAL CONDITIONS (SECTION 00100)
16. SUBMISSION OF WORK SCHEDULE (SECTION 00801)
17. PREVENTION, CONTROL AND ABATEMENT OF EROSION CONTROL (SECTION 00802)
18. SPECIAL PROVISIONS (SECTION 01046)
19. PERMITS AND FEES (SECTION 01065)
20. REFERENCE STANDARDS (SECTION 01095)
21. SPECIAL PROJECT PROCEDURES (SECTION 01100)
22. ENVIRONMENTAL PROTECTION (SECTION 01110)
23. SUBMITTALS (SECTION 01300)
24. CONSTRUCTION PHOTOGRAPHS (SECTION 01380)
25. MOBILIZATION/DEMOBILIZATION (SECTION 01505)
26. CONTRACT CLOSEOUT (SECTION 01705)
27. SITWORK (SECTIONS 02110, 02200, AND 02211)
28. MECHANICAL (SECTIONS 15061, 15062, 15063, 15070, AND 15101)
29. APPENDICES (APPENDICES A THROUGH H)
30. PLANS prepared by McNeil Carroll Engineering, Inc.
31. ADDENDA
   No.1, dated 3 November, 2015.
   No.2, dated , 2015.
   No.3, dated , 2015.

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."

5. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions (SECTION 00100) such amounts as required by the Contract Documents.

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

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

8. 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:
   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, Florida 32413
ATTENTION: Mario Gisbert, City Manager
Fax No.: (850) 233-5108

BETH AND GARDENIA STREETS – DRAINAGE IMPROVEMENTS PROJECT NO. 24508 AGREEMENT 00050-3
If to Contractor:

814 Sand, Inc.
12030 Hwy 77
Southport, FL 32409

ATTENTION: Billie J. Pitts, President

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.

9. The CONTRACTOR recognizes that the OWNER is exempt from sales tax and may wish to generate sales tax savings for the Project. Accordingly, to the extent directed by and without additional charge to the OWNER, the CONTRACTOR shall comply with and fully implement the sales tax savings program. As set forth in the Sales Tax Agreement, Section 00098.

10. The failure of the 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, unless stated 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, the OWNER has designated a Project Representative to assist the OWNER with respect to the administration of this Agreement. The Project Representative to be utilized by the OWNER for this Project, shall be Robert Carroll, P.E. of McNeil Carroll Engineering, Inc.

15. The 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 the CONTRACTOR of his/her duty to perform or give rise to any right to damages or additional compensation from OWNER. The CONTRACTOR expressly acknowledges and agrees that it shall receive no damages for delay. CONTRACTOR’s sole remedy, if any, against the OWNER will be the right to seek an extension to the Contract Time.

16. INSURANCE - BASIC COVERAGES REQUIRED

The CONTRACTOR shall procure and maintain the following described insurance, except for coverages specifically waived by the OWNER, on policies and with insurers acceptable to the 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 the 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. The 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 subcontractors and sub-subcontractors expressly waive any claim against the 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 the OWNER and may be disapproved by the OWNER. They may be reduced or eliminated at the option of the 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 the CONTRACTOR and shall not be greater than $25,000, unless otherwise agreed to, in writing, by the OWNER.

Insurance required of the CONTRACTOR or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the OWNER shall be considered excess, as may be applicable to claims or losses which arise out of the Hold Harmless, Payment on Behalf of the 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>$1,000,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Limit Disease Aggregate</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Limit Disease Each Employee</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 the OWNER an Affidavit stating that he/she meets all the requirements of Florida Statute 440.02 (13) (d).

**Commercial General Liability Coverage**

The 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 3 years following OWNER’s final acceptance of the Project.

The CONTRACTOR shall add the 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 the 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**

The 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 the 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 $10,000,000, each occurrence and aggregate as required by the OWNER.
IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized official, this Agreement in two copies each of which shall be deemed an original on the date first written above.

(SEAL)

OWNER
CITY OF PANAMA CITY BEACH
BY __________________________ (Signature)
NAME Mario Gisbert
TITLE City Manager

(SEAL)

CONTRACTOR
BY __________________________ (Signature)
NAME Billie J. Pitts
TITLE President

ADDRESS: 12030 Hwy 77
Southport, FL 32409

Employer
Identification
Number

END OF SECTION

BETH AND GARDENIA STREETS – DRAINAGE IMPROVEMENTS
PROJECT NO. 24508
AGREEMENT 00050-8
CONSENT AGENDA
ITEM #11,
RESOLUTION 16-24
RESOLUTION NO. 16-24

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH RELATED TO THE NEW YEAR'S EVE STREET PARTY EVENT; AUTHORIZING A BALL DROP; AUTHORIZING ROAD CLOSURES WITHIN PIER PARK ON DECEMBER 30-31, 2015 FOR THE EVENT'S STREET PARTY; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the New Year's Eve Street Party (the "Event") is planned for December 31, 2015, and shall include the consumption of alcoholic beverages on City streets.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL of Panama City Beach that:

1. The City hereby authorizes a ball drop from the Pier Park Community Flagpole on December 31, 2015.

2. The City hereby authorizes the temporary closure of portions of certain streets within Pier Park for the New Year's Eve Street Party, as follows:
   a. The traffic circle in front of the Grand Theater, including Pier Park Drive and LC Hilton Drive, shall be closed to vehicular traffic beginning from 12:01 A.M. on December 29, 2015 until 6:00 A.M. on January 1, 2016, for the Event’s Street Party, and all vehicular traffic shall be rerouted away from these roads per the attached map which accompanies this Resolution; and
   b. Pier Park Drive from Sea Monkey Way to Longboard Way shall be closed to vehicular traffic beginning from 12:01 A.M. on December 30, 2015 until 6:00 A.M. on January 1, 2016, for the Event’s Street Party, and all vehicular traffic shall be rerouted away from these roads per the attached map which accompanies this Resolution; and
   c. Pier Park Drive from Longboard Way to Front Beach Road shall be closed to vehicular traffic beginning from 12:01 A.M. on December 31, 2015 until 6:00 A.M. on January 1, 2016, for the Event’s Street Party, and all vehicular traffic shall be rerouted away from these roads per the attached map which accompanies this Resolution.

3. This Resolution shall take effect immediately upon its passage.

PASSED in regular session this 12th day of November, 2015.

CITY OF PANAMA CITY BEACH

By: ____________________________
    Gayle F. Oberst, Mayor

ATTEST:

______________________________
Diane Fowler, City Clerk
New Year's Event Street Closures

STAGE I STREET CLOSURE

STAGE II STREET CLOSURE

STAGE III STREET CLOSURE

Pier Park Street Closure Key

Stage I - Dec. 29th after midnight - (blocking access to traffic circle)

Stage II - Dec. 30th at midnight - Closing down Pier Park Drive from Sea Monkey to Longboard Way

Stage III - Dec. 31th at 8:00am - Blocking off Pier Park drive from Longboard Way all the way to Front Beach Road.

Barricades
CONSENT AGENDA
ITEM #12,
RESOLUTION 16-26
A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF FIFTEEN AUTOMOBILES FOR THE POLICE DEPARTMENT IN THE TOTAL AMOUNT OF $396,517; AUTHORIZING THE APPROPRIATE OFFICERS OF THE CITY TO EXECUTE AND DELIVER CONTRACTS WITH VENDORS FOR SPECIFIC TYPES OF VEHICLES AS MORE PARTICULARLY SET FORTH IN THE BODY OF THE RESOLUTION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

1. 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 Bay Dodge, relating to the purchase of three 2016 Dodge Chargers for the police department, in the basic amount of Seventy Two Thousand, Seven Hundred Twenty Six Dollars ($72,726), on substantially the terms of the quote attached and submitted to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

2. 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 Garber Fleet Sales, relating to the purchase of four Chevy 4WD Trucks for the police department, in the basic amount of $104,598, on substantially the terms of the quote attached and submitted to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

3. 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 Hub City Ford, relating to the purchase of eight Ford Interceptors for the police department, in the basic amount of Two Hundred Nineteen Thousand, One Hundred Ninety Three Dollars ($219,193) on substantially the terms of the quote attached and submitted to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of __________, 2015.

CITY OF PANAMA CITY BEACH

By: __________________________
Gayle F. Oberst, Mayor

ATTEST:

Diane Fowler, City Clerk

Resolution 16-26

CONSENT
AGENDA ITEM # 12
INTER-CITY CORRESPONDENCE
OFFICE OF THE CHIEF OF POLICE
Chief Drew R. Whitman
Panama City Beach Police Department

To: Mario Gisbert, City Manager
From: Drew R. Whitman, Chief of Police
Date: November 3, 2015

Topic: City Council Consent Agenda Item - Vehicle purchase

I would like to respectfully request the following item be placed on the consent agenda for the upcoming City Council meeting on Thursday, November 12, 2015, for their consideration:

I would like the approval of the City Council to purchase three (3) 2016 Police Dodge Chargers at a cost of $24,242.00 per vehicle from Bay Dodge. Four (4) Chevy 4WD Trucks at a cost of $26,149.50 per vehicle from Garber Fleet Sales. Five (5) Ford Interceptors for patrol at a cost of $27,335.00 per vehicle and three (3) Ford Interceptors for administration at a cost of $27,506.00, all from Hub City Ford. We did advertise for bids for all vehicles and these dealers were the lowest bids for the respective vehicles. The total cost for all fifteen (15) vehicles is $396,517.00 I have attached the supporting documentation for your review.

Thank you for your time and consideration in this request.

Respectfully,

Drew R. Whitman
Chief of Police

cc: City Council members
Jo Smith
Holly White
October 27, 2015

Chief Drew Whitman

RE: Vehicle Bid Request

Chief,

At about 12:05 p.m. October 21st we opened the sealed bids for the vehicle and equipment installation requests. We received 4 bids for the vehicles. The results are as follows;

**Vehicles**

Bay Dodge was the low bidder on the Dodge Chargers: $24,242.00 (X3)

Garber Fleet Sales was the low bidder for the 4WD trucks: $26,149.50 (X4)

Hub City Ford was the low bidder for the SUV’s: (admin) $27,506.00 (X3)

Hub City Ford was the low bidder for the SUV’s: (patrol) $27,335.00 (X5)

Total: $396,517.00

I recommend we accept the bids for the vehicles above.

---

Captain Wayne Maddox
Patrol Division Commander

"Dedicated to Excellence"
Panama City Beach Police Department – Police Fleet Vehicles

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

(3) three – 2016 Dodge Chargers
(4) four – 2016 Chevy Silverado 1500 4WDs
(5) five – 2016 Ford SUV Police Interceptors (Patrol specs)
(3) three – 2016 Ford SUV Police Interceptors (Administration specs)

PLEASE SEE SPECIFICATIONS LISTED BELOW FOR EACH VEHICLE CATEGORY

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

Bids must be sealed and will be received until 12:00 p.m. (noon) Central Time, June xx, 2015 at the City of Panama City Beach Police Department, Attn: Captain Wayne Maddox, 17110 Firenze Avenue, Panama City Beach, Florida, 32413 and will be opened and read publicly immediately thereafter.

The City reserves the right to reject any and all bids and to waive any 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 6 months after opening

Advertisement Dates: October xx, 2015 begins
Specifications needed for 2016 Dodge Charger (Administration)

2016 Dodge Charger Police RWD
Customer Preferred Package 29A
5.7 V8 HEMI MDS VVT Engine
5-Speed Auto W5A580
HD Cloth Bucket & Rear Bench Seats
Delivery Charges (if any)
Matte Blk Grille-Matte Blk Xhairs
Police Floor Console
Street Appearance Group
Convenience Group I
Specifications needed for 2016 Chevrolet Silverado 1500 4WD Double Cab
143.5" Work Truck (Patrol)

1WT Preferred Equipment Group

Engine, 5.3L ECOTEC3 V8
Transmission, 6-speed Automatic
Rear Axle, 3.42 Ratio
Wheels, 17” x 8” (43.2 CM x 20.3 CM) Painted Steel
Tires, P265/70R17 ALL-TERRAIN, BLACKWALL
Summit White (or Standard Exterior Color)
Seats, Front 40/20/40 Split-Bench
Dark Ash with jet black interior accents, cloth seat trim
WT Fleet convenience package includes (DL8) outside heated power-adjustable mirrors and (AQQ) Remote Keyless Entry
Trailering Package includes trailer hitch, 7-pin and 4-pin connectors
Differential, Heavy-Duty locking rear
Tire, spare P265-70R17 All-season, blackwall (included and only available with (RC3)
License Plate Kit, Front
Remote Keyless Entry, with 2 Transmitters (included and only available with (PCR) WT Fleet Convenience Package)
Temporary tag fees (if any)
Delivery fees (if any)
Spotlight (driver’s side)
Nitesaver RED/WHITE 5” Police Dome Lamp
Specifications needed for 2016 Ford Interceptor SUV-K8A (Patrol)

2016 Ford Interceptor SUV-K8A

Spotlight (driver's side)

Keyless Entry

Auxiliary A/C
Specifications needed for 2016 Ford Interceptor SUV-K8A (Administration)

2016 Ford Interceptor SUV-K8A
Interior Upgrade: Console, Carpet, Cloth Interior
Delete Spotlight
Keyless Entry
Auxiliary A/C
CONSENT
AGENDA ITEM #12
OFFER TO PURCHASE FROM
DODGE - CHRYSLER - JEEP
636 W. 15th Street
Panama City, FL 32401
(850) 785-1591

WORKSHEET

PURCHASER: Panama City Beach Police Department
DATE: 10/8/2021
ADDRESS: 17100 Firenzeo Ave
CITY: Panama City
STATE: FL
ZIP: 32401

HOME PHONE: 850-233-5010
BUSINESS PHONE: 

NEW/USED: D MAKE: Dodge
MODEL: Charger
BODY TYPE: Police Pkg 29

COLOR: TRIM: TOP: STOCK NO: KEY CODES: 

TRIM: MILEAGE: 

TOTAL SELLING PRICE:

TRADE-IN DESCRIPTION:

YEAR MAKE MILEAGE COLOR 

MODEL: MILEAGE: 

I.D. #:

BALANCE OWED TO:

ADDRESS:

PHONE #: GOOD TILL:

SPOKE TO: $ AMT.:

FACTORY LIST PRICE:

TOTAL SELLING PRICE:

SOLD AS IS - NO WARRANTY EXPRESSED OR IMPLIED BY DEALER.

ABSOLUTELY NO LOANER CARS.

CUSTOMER SIGNATURE:

BIRTH DATE: 1/1/2000

ACCEPTED BY: (Signature)

PURCHASER'S SIGNATURE:

DATE:

PAYMENT PLAN:

DEALER ELECTRONIC FILING FEE: $147.00

PRE-DELIVERY: $389.00

SALES TAX: $4.50

TIRE WASTE/BATTERY FEE: $48.50

EST, TAG, TITLE & REG. COST: $0.00

BALANCE OWING ON TRADE:

TOTAL DEL. PRICE OF VEHICLE:

$24,242.00

DIRECTOR OF OPERATIONS:

PURCHASE MANAGER

DATE:

CONSENT AGENDA ITEM # 12
# Configuration Preview

**BAY CHRYSLER DODGE JEEP RAM**  
636 W 15TH ST  
PANAMA CITY, FL 324012237

**Vehicle:** 2016 (LDDE48)

<table>
<thead>
<tr>
<th>Package</th>
<th>Description</th>
<th>MSRP(USD)</th>
<th>FWP(USD)</th>
</tr>
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<tr>
<td>29A</td>
<td>Customer Preferred Package 29A</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>EZH</td>
<td>5.7L V8 HEMI MDS VVT Engine</td>
<td>2,230</td>
<td>1,995</td>
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<tr>
<td>DGJ</td>
<td>5-Speed Auto W5A580 Transmission</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>PAU</td>
<td>Granite Crystal Met. Clear Coat</td>
<td>0</td>
<td>0</td>
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<tr>
<td>APA</td>
<td>Monochrome Paint</td>
<td>0</td>
<td>0</td>
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<tr>
<td>C8</td>
<td>HD Cloth Bucket &amp; Rear Bench Seats</td>
<td>0</td>
<td>0</td>
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<tr>
<td>X9</td>
<td>Black</td>
<td>0</td>
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<tr>
<td>4DH</td>
<td>Prepaid Holdback</td>
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<td>4ES</td>
<td>Delivery Allowance Credit</td>
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<td>MAF</td>
<td>Matte Brk Grille-Matte Brk Xhairs</td>
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<td>CUG</td>
<td>Police Floor Console</td>
<td>465</td>
<td>414</td>
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<td>AHM</td>
<td>Convenience Group I</td>
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<td>427</td>
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<td>AEB</td>
<td>Street Appearance Group</td>
<td>375</td>
<td>334</td>
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<td>5N6</td>
<td>Easy Order</td>
<td>0</td>
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<tr>
<td>4FM</td>
<td>Fleet Option Editor</td>
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<tr>
<td>4FT</td>
<td>Fleet Sales Order</td>
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<tr>
<td>166</td>
<td>Zone 66-Orlando</td>
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<tr>
<td>4EA</td>
<td>Sold Vehicle</td>
<td>0</td>
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<tr>
<td>4FA</td>
<td>Special Bid-Ineligible For Incentive</td>
<td>0</td>
<td>0</td>
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<tr>
<td>Bid Number:</td>
<td>TB6058 Government Incentives</td>
<td>0</td>
<td>-9,200</td>
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<tr>
<td>Discounts:</td>
<td>YGF 8 Additional Gallons of Gas</td>
<td>0</td>
<td>20</td>
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**Non Equipment:**  
**4FA** Special Bid-Ineligible For Incentive  
**Bid Number:** TB6058  
**Discounts:** YGF 8 Additional Gallons of Gas

**Total Price:** 36,115  
**Fleet PSP** 23,617

<table>
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<tr>
<th>Order Type:</th>
<th>Fleet</th>
<th>PSP Month/Week:</th>
<th>Build Priority:</th>
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<td>Scheduling Priority:</td>
<td>1-Sold Order</td>
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<tr>
<td>Customer Name:</td>
<td>USA</td>
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</tr>
<tr>
<td>Customer Address:</td>
<td>USA</td>
<td></td>
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**Notes:** This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

CONSENT

AGENDA ITEM #12
October 8, 2015

To: Captain Wayne Maddox, Panama City Beach Police Department

From: Thomas Spencer, Fleet Specialist, Bay Dodge

RE: Bid Request dated October 7, 2015

Dear Captain Maddox,

Please find herein our bid for three (3) 2016 Dodge Charger Pursuit Admin vehicles, equipped as specified in the bid request noted above.

2016 Dodge Charger Police RWD
Customer Preferred Package 29A
5.7L V8 Hemi MDS VVT engine
5 speed automatic W5A580 transmission
Matte Black Grille & Crosshairs
Police Floor Console
Street Appearance Group
Convenience Group 1

Cost per unit will be $24,117.00 per vehicle, plus $6.50 state fee for tire & waste battery disposal, and $118.50 for tag & title work for a total delivered price of $24,242.00 per unit, or a total cost of $72,726.00 for all three units.

I have enclosed a copy of the worksheet for the bid, as well as a copy of the Priced Order Confirmation from FCA.
Please contact me directly at 850-624-4230 if you have any questions, or upon award of this bid, so the vehicles can be ordered.

I appreciate the opportunity to assist the Beach Police Department and its officers.

Respectfully Submitted,

Thomas Spencer
Internet Sales Manager & Fleet Specialist
Bay Dodge Chrysler Jeep RAM Trucks
636 W. 15th Street
Panama City, FL 32401
850-785-1591 x 460 office
850-624-4230 cell / text
850-785-3412 fax
tomspencer@baycars.com
Panama City Beach Police Department – Police Fleet Vehicles

Bid Submission for:
Garber Fleet Sales, Representing:
Garber Chevrolet Buick GMC
Garber Chrysler Dodge Jeep Ram Truck
Garber Ford, Inc.

Contact Information:
Ryan Davis – Fleet Sales Manager
3340 Hwy 17 Green Cove Springs, FL 32043
(904) 264-2442 ext. 2350
Rdavis@garberautomall.com

Total Bid Price: $391,724.00
## Panama City Beach Police Department - Police Fleet Vehicles

### Awarded Contractor Information

<table>
<thead>
<tr>
<th>ORGANIZATION NAME:</th>
<th>Garber Chrysler Dodge Jeep Ram Truck</th>
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</thead>
<tbody>
<tr>
<td>STREET ADDRESS:</td>
<td>9340 Hwy 17, Green Cove Springs, FL 32043</td>
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<tr>
<td>CITY, STATE AND ZIP:</td>
<td>Green Cove Springs, FL 32043</td>
</tr>
<tr>
<td>CONTACT PERSON:</td>
<td>Ryan Davis</td>
</tr>
<tr>
<td>ORIGINAL QUOTE DATE:</td>
<td>10/20/2015</td>
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<tr>
<td>REVISED QUOTE DATE:</td>
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<tr>
<td>EST. DELIVERY:</td>
<td>90-120 Days</td>
</tr>
<tr>
<td>PHONE #:</td>
<td>850-849-3462</td>
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<tr>
<td>OFFICE:</td>
<td>904-264-2442 ext 2350</td>
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<tr>
<td>FAX #:</td>
<td>904-284-0054</td>
</tr>
<tr>
<td>EMAIL ADDRESS:</td>
<td><a href="mailto:info@pctpolicedept.com">info@pctpolicedept.com</a></td>
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### Requesting Agency Information

<table>
<thead>
<tr>
<th>AGENCY NAME:</th>
<th>Panama City Beach Police Department</th>
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<tbody>
<tr>
<td>CONTACT PERSON:</td>
<td>Capt. Wayne Babineaux</td>
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<tr>
<td>ORIGINAL QUOTE DATE:</td>
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<td>REVISED QUOTE DATE:</td>
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</tr>
<tr>
<td>PHONE #:</td>
<td>850-233-5000</td>
</tr>
<tr>
<td>OFFICE:</td>
<td>850-233-5000</td>
</tr>
<tr>
<td>FAX #:</td>
<td></td>
</tr>
<tr>
<td>EMAIL ADDRESS:</td>
<td><a href="mailto:wmbabineaux@cityofpanamacity.com">wmbabineaux@cityofpanamacity.com</a></td>
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### 2016 Dodge Charger 4dr Sdn Police RWD (B004G1)

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<th>DESCRIPTION</th>
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<th>TOTAL DISCOUNT $</th>
<th>ITEM TOTAL COST WITH DISCOUNT APPLIED $</th>
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<tr>
<td><strong>USA</strong></td>
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<tr>
<td>QUICK ORDER PACKAGE 29A</td>
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<tr>
<td>EXHAUST: 3.5 L V6ックス M6VET (235hp)</td>
<td>2,230.00</td>
<td>0.00%</td>
<td>-</td>
<td>2,230.00</td>
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<tr>
<td>TRANSMISSION: 5-SPEED AUTOMATIC</td>
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</tr>
<tr>
<td>BRIGHT WHITE CLEARCOAT (Ex Standard Ext. Color)</td>
<td>0.00%</td>
<td>0.00%</td>
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<td>-</td>
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<tr>
<td>BLACK, HEAVY DUTY CLOTH BUCKET &amp; REAR BUCKET SEATS</td>
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<td>0.00%</td>
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<td>-</td>
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<tr>
<td>STREET APPEARANCE GROUP</td>
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<tr>
<td>57 YARD COVERS</td>
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<tr>
<td>POWER HEATED MIRRORS (XHA/AH/AH/AH)</td>
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<tr>
<td>FRONT READING LAMP (LADDPS)</td>
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<tr>
<td>FLOOR CARRIET, Inc. Front &amp; Rear Floor Mats</td>
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<td>0.00%</td>
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<td>POLICE FLOOR COUPLITE</td>
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<td>TEMPORARY TAG AND DELIVERY</td>
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<td>TOTAL COST: OEM OPTIONS ABOVE</td>
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<tr>
<td>(PS1) White Elephant</td>
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<tr>
<td>(PS2) Glacier Mist</td>
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<tr>
<td>(PS3) Ice Blue Pearl</td>
<td>$</td>
<td>-</td>
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<tr>
<td>(PS4) Pacific Pearl</td>
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<td>-</td>
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<tr>
<td>TOTAL COST: IDENTIFIED AFTERMARKET OPTIONS ABOVE</td>
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### UNIDENTIFIED AFTERMARKET OPTION(S)

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<th>DESCRIPTION</th>
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<th>TOTAL NON-IDENTIFIED AFTERMARKET $</th>
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<tbody>
<tr>
<td>$</td>
<td>-</td>
<td></td>
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</tr>
<tr>
<td>$</td>
<td>-</td>
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<tr>
<td>$</td>
<td>-</td>
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<tr>
<td>$</td>
<td>-</td>
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<tr>
<td>TOTAL COST: NON-IDENTIFIED AFTERMARKET OPTIONS ABOVE</td>
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<table>
<thead>
<tr>
<th>STATE AGENCIES MUST USE DEER Request for Purchase of Police Equipment (Excl. Management Justification F-3054)</th>
<th>MSRP</th>
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<th>TOTAL UNITS</th>
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<tr>
<td>$</td>
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<td>$74,985.00</td>
<td>$74,985.00</td>
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### Formulas are Included in the BLUE and YELLOW shaded columns to auto calculate
Please complete only the Unshaded White cells

**CONSENT**

**AGENDA ITEM #**

---

*UNSPSC = United Nations Standard Products and Services Commodity Code*
### Police Fleet Vehicles

**Awarded Contractor Information**

**ORGANIZATION NAME:** Gruber Chevrolet Buick GMC  
**ADDRESS:** 3340 Hwy 17  
**CITY, STATE AND ZIP:** Green Cove Springs, FL 32043  
**CONTACT PERSON:** Ryan Davis  
**TITLE:** Fleet Sales  
**EMAIL ADDRESS:** rdavis@gruberchevrolet.com  
**FAX #:** 904-284-0056

**REVISED QUOTE DATE:** 02/09/2015  
**FAX #:** 904-256-2462 ext.2350  
**EMAIL**:  

**AGENCY NAME:** Panama City Beach Police Department  
**CONTACT PERSON:** Capt. Vinnie Maddox  
**TITLE:** Patrol Division Commander  
**PHONE #:** 233-5090  
**EMAIL ADDRESS:** vmdavis@beaufortco.org  
**FAX #:** 235-0025

### 2016 Chevrolet Silverado 1500 4x4 Double Cab 6.5' Truck (EX5293)

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>BASERP $</th>
<th>OEM OFFER DISCOUNT %</th>
<th>TOTAL DISCOUNT $</th>
<th>TOTAL DISCOUNT WITH DISCOUNT APPLIED</th>
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<tbody>
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<td>$1,500.00 $75.00</td>
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<td>$75.00</td>
<td>$1,500.00 $75.00</td>
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<td>Audi ASH WITH JET BLACK WHEELS &amp; HARRIS, CLOTHSEAT</td>
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<td>$154.75</td>
<td>$1,640.25</td>
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<tr>
<td>1/2 TON 4X4 ASYMMETRIC PACKAGE (Includes (GCB) and off-road capability)</td>
<td>$2,320.00</td>
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<td>$116.00</td>
<td>$2,320.00 $116.00</td>
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<tr>
<td>TIRE, SPARE P265/70R17 ALL-SEASON, BLACKAWBEIL (Included and only available w/ (BC))</td>
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<td>$113.75</td>
<td>$2,275.00 $113.75</td>
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<td>TOTAL COST: SUBTOTAL ABOVE</td>
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<td>$539.50</td>
<td>$9,390.50</td>
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**TOTAL COST: IDENTIFIED AFTERMARKET OPTIONS ABOVE**

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<th>BASERP $</th>
<th>DISCOUNT % FROM BASERP</th>
<th>TOTAL DISCOUNT $</th>
<th>TOTAL DISCOUNT WITH DISCOUNT APPLIED</th>
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<tr>
<td>TINTED LENS</td>
<td>$20.00</td>
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<td>$20.00</td>
<td>$20.00</td>
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<td>TOTAL COST: IDENTIFIED AFTERMARKET OPTIONS ABOVE</td>
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<td>$20.00</td>
<td>$20.00</td>
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**TOTAL COST: $9,630.50**

**SUB TOTAL:** $25,747.56

**Identified Aftermarket Options (A): Standard Exterior Colors**

- (GDC) Silverado Black
- (GDB) Summit White
- (GDF) Deep Ruby Metallic
- (GDD) Victory Red
- (GDP) Marvelous Metallic
- (GDP) Tungsten Metallic

**TOTAL COST: Indentified Aftermarket Options Above (A)**

**UNPSC = United Nations Standard Products and Services Commodity Code**

Formulas are Included in the BLUE and YELLOW shaded columns to auto calculate  
Please complete only the Unshaded White cells
Panama City Beach Police Department - Police Fleet Vehicles

**Awarded Contractor Information**

<table>
<thead>
<tr>
<th>ORGANIZATION NAME:</th>
<th>Garber Ford, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>STREET ADDRESS:</td>
<td>3149 Bay 17</td>
</tr>
<tr>
<td>CITY, STATE AND ZIP:</td>
<td>Green Cove Springs, FL 32143</td>
</tr>
<tr>
<td>CONTACT PERSON:</td>
<td>Ryan Davis</td>
</tr>
<tr>
<td>TITLE:</td>
<td>Fleet Sales</td>
</tr>
<tr>
<td>ORIGINAL QUOTE DATE:</td>
<td>10/20/2015</td>
</tr>
<tr>
<td>REVISED QUOTE DATE:</td>
<td>EST. DELIVERY: 90-120 Days</td>
</tr>
<tr>
<td>PHONE #:</td>
<td>TOLL FREE: 1-800-849-3452</td>
</tr>
<tr>
<td>ADDRESS:</td>
<td>33401fwv 17</td>
</tr>
<tr>
<td>CITY, STATE AND ZIP:</td>
<td>Green Cove Springs, FL 32043</td>
</tr>
<tr>
<td>CONTACT PERSON:</td>
<td>Ryan Davis</td>
</tr>
<tr>
<td>TITLE:</td>
<td>Fleet Sales</td>
</tr>
<tr>
<td>PHONE #:</td>
<td>TOLL FREE: 1-800-849-3452</td>
</tr>
<tr>
<td>EMAIL ADDRESS:</td>
<td><a href="mailto:ryan@garberford.com">ryan@garberford.com</a></td>
</tr>
<tr>
<td>FAX #:</td>
<td>904-281-0054</td>
</tr>
</tbody>
</table>

**Requesting Agency Information**

<table>
<thead>
<tr>
<th>AGENCY NAME:</th>
<th>Panama City Beach Police Department</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTRACT PERSON:</td>
<td>Capt. Wayne Maddox</td>
</tr>
<tr>
<td>TITLE:</td>
<td>Patrol Division Commander</td>
</tr>
<tr>
<td>PHONE #:</td>
<td>OFFICE: (850) 233-5000</td>
</tr>
<tr>
<td>ADDRESS:</td>
<td></td>
</tr>
<tr>
<td>EMAIL ADDRESS:</td>
<td><a href="mailto:wayned@pcbpd.com">wayned@pcbpd.com</a></td>
</tr>
<tr>
<td>FAX #:</td>
<td>2016 Ford Utility Police Interceptor AWD (USA)</td>
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<table>
<thead>
<tr>
<th>MANUFACTURER'S OEM OPTIONS CODE(S)</th>
<th>DESCRIPTION</th>
<th>MSRP $</th>
<th>OCAP OPTIONS DISCOUNT %</th>
<th>TOTAL DISCOUNT $</th>
<th>ITEM TOTAL COST WITH DISCOUNT APPLIED</th>
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<tbody>
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<td>1BO</td>
<td>FUEL INJECROR ENS AND ELECTRONIC</td>
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**TOTAL COST: IDENTIFIED AFTERMARKET OPTIONS ABOVE $ 1,085.00**

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**TOTALS**

| NON IDENTIFIED AFTERMARKET OPTIONS ABOVE | $ 1,085.00 |
| STATE AGENCIES MUST USE | APPR. 203 |
| SUBTOTAL | $ 26,452.00 |
| TOTAL VS 2015 | $ 133,260.00 |

*UNSPSC = United Nations Standard Products and Services Commodity Code
Formulas are included in the BLUE and YELLOW shaded columns to auto calculate
Please complete only the Unshaded White cells
**Awarded Contractor Information**

**ORGANIZATION NAME:** Garber Ford, Inc.  
**STREET ADDRESS:** 3340 Hwy 17  
**CITY, STATE AND ZIP:** Green Cove Springs, FL 32043  
**CONTACT PERSON:** Ryan Davis  
**TITLE:** Fleet Sales  
**ORIGINAL QUOTE DATE:** 10/20/2015  
**REVISED QUOTE DATE:** 10/20/2015  
**PHONE #:** TOLL FREE: 1-800-846-3462  
**FAX #:** 904-284-0054  
**EMAIL ADDRESS:** rda@bcgarberford.com

**Requesting Agency Information**

**AGENCY NAME:** Panama City Beach Police Department  
**CONTACT PERSON:** Capt. Wayne Maddox  
**TITLE:** Patrol Division Commander  
**PHONE #:** OFFICE: (850) 233-5000  
**EMAIL ADDRESS:** wtmaddox@pcbeach.com

| 2016 Ford (Use Police Interceptor AWD) (RAA) | AGENT | $25,367.00 |
| **MANUFACTURER'S OEM OPTIONS (CODES) | DESCRIPTION | MSRP $ | OEM OPTIONS DISCOUNT $ | TOTAL DISCOUNT $ | FINAL TOTAL COST WITH DISCOUNT APPLIED |
| 300 | DRIVER CODE SADL | $ - | 0.00% | $ - | $ - |
| 77 | OXFORD WHITE (Ex. Standard Exterior Color) | $ - | 0.00% | $ - | $ - |
| 911 | EXHAUST 3.5 L V6 Ti-VCT FV | $ - | 0.00% | $ - | $ - |
| 94C | 6-SPEED AUTOMATIC | $ - | 0.00% | $ - | $ - |
| 178 | CHARCOAL BLACK, LEATHER FRONT BUCKET SEATS | $ - | 0.00% | $ - | $ - |
| 615 | INTERIOR UPGRADE PACKAGE | $ 390.00 | 0.00% | $ 390.00 | $ 390.00 |
| 2V5 | REMOTE KEYLESS ENTRY KEY FOR VEU VAT PAD | $ 265.00 | 0.00% | $ 265.00 | $ 265.00 |
| 71A | ALPINE STEREO/INTERIOR | $ 610.00 | 0.00% | $ 610.00 | $ 610.00 |
| I90 | TEMPORARY TAG AND DELIVERY | $ - | 0.00% | $ - | $ - |
| **TOTAL COST: OEM OPTIONS ABOVE** | $ 1,260.00 | $ - | $ - | $ 1,260.00 |

**TOTAL COST: IDENTIFIED AFTERMARKET OPTIONS ABOVE**

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<th>DESCRIPTION</th>
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<th>TOTAL IDENTIFIED AFTERMARKET $</th>
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**TOTAL COST: NON IDENTIFIED AFTERMARKET OPTIONS ABOVE**

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<th>TOTAL DISCOUNT $</th>
<th>TOTAL NON IDENTIFIED AFTERMARKET $</th>
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| STATE AGENCIES MUST USE | UNSPSC: Unidentified National Standards Products and Services Commodity Code | Formulas are included in the BLUE and YELLOW shaded columns to auto calculate | Please complete only the Unshaded White cells
| "OxVS" | UNBPSC |CONSENT |
| AGENDA ITEM #_10 | | | |
Specifications needed for 2016 Ford Interceptor SUV-K8A (Administration)

2016 Ford Interceptor SUV-K8A
Interior Upgrade: Console, Carpet, Cloth Interior
Delete Spotlight
Keyless Entry
Auxiliary A/C
Exterior Vehicle Color | WHITE
Interior Vehicle Color | CHARCOAL BLACK
Seat Type | CLOTH-CLOTH

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<td>86U</td>
<td>2016 FORD POLICE INTERCEPTOR UTILITY AWD BASE (K&amp;I)</td>
<td>INC</td>
<td>$27,820.00</td>
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<tr>
<td>86P</td>
<td>INTERIOR UPGRADE PKG</td>
<td>INC</td>
<td></td>
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<tr>
<td>417C</td>
<td>POLICE WIRE HARNESS CONNECTOR KIT FRNT</td>
<td>INC</td>
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</tr>
<tr>
<td>419P</td>
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<td>INC</td>
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<tr>
<td>435D</td>
<td>COURTESY LAMPS</td>
<td>INC</td>
<td></td>
</tr>
<tr>
<td>17T</td>
<td>RED/WHITE DOME LAMP IN CARGO AREA</td>
<td>INC</td>
<td></td>
</tr>
<tr>
<td>60A</td>
<td>GRILLE LED LIGHTS PRE-WIRING KIT</td>
<td>INC</td>
<td></td>
</tr>
<tr>
<td>10C</td>
<td>1ST&amp;2ND ROW CARPET FLOOR COVERING</td>
<td>INC</td>
<td></td>
</tr>
<tr>
<td>99S</td>
<td>KEYLESS ENTRY</td>
<td>INC</td>
<td></td>
</tr>
<tr>
<td>17A</td>
<td>AUX AIR CONDITIONING</td>
<td>INC</td>
<td></td>
</tr>
<tr>
<td>60R</td>
<td>NOISE SUPPRESSION BONDS</td>
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<tr>
<td>16D</td>
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Base vehicle to include at No Charge:
- 3.7L V-6 ENG
- 6-SPEED AUTO
- LICENSE PLATE KIT

No Charge Items:
- 3.7L V-6 ENG
- 6-SPEED AUTO
- LICENSE PLATE KIT

Total Cost: $27,820.00

All vehicles will be ordered WHITE unless agency chooses a different color.
Please return quote along with purchase order.
<table>
<thead>
<tr>
<th>Exterior Vehicle Color</th>
<th>Interior Vehicle Color</th>
<th>Seat Type</th>
<th>Emergency Lighting:</th>
<th>Driver side</th>
<th>Passenger side</th>
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<tbody>
<tr>
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<td>CHARCOAL BLACK</td>
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<table>
<thead>
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<td>INTERIOR UPGRADE PKG</td>
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<tr>
<td>85P</td>
<td>FF HEADLAMP HOUSING ONLY</td>
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<td>INC</td>
</tr>
<tr>
<td>43D</td>
<td>COURTESY LAMPS</td>
<td></td>
<td>INC</td>
</tr>
<tr>
<td>16C</td>
<td>1ST&amp;2ND ROW CARPET FLOOR COVERING</td>
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<td>INC</td>
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<tr>
<td>995</td>
<td>KEYLESS ENTRY</td>
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<tr>
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<tr>
<td>60R</td>
<td>NOISE SUPPRESSION BONDS</td>
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<td>INC</td>
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</table>

Base vehicle to include at No Charge:

- 99R: 3.7L V-6 ENG
- 44J: 6-SPEED AUTO
- 153: LICENSE PLATE BKT

Total: $27,506.00

All vehicles will be ordered WHITE unless agency chooses a different color. Please return quote along with purchase order.
Specifications needed for 2016 Ford Interceptor SUV-K8A (Patrol)

2016 Ford Interceptor SUV-K8A
Spotlight (driver’s side)
Keyless Entry
Auxiliary A/C
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<th>Exterior Vehicle Color</th>
<th>WHITE</th>
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<th>Color</th>
<th>Driver side</th>
<th>Passenger side</th>
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<tbody>
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<td>Interior Vehicle Color</td>
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<tr>
<td>43D</td>
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<tr>
<td>17T</td>
<td>RED WHITE DOME LAMP IN CARGO AREA</td>
<td>INC</td>
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<tr>
<td>60A</td>
<td>GRILLE LED LIGHTS PRE WIRING KIT</td>
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<tr>
<td>51R</td>
<td>DRIVE LED SPOT LAMP</td>
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<td>66D</td>
<td>REAR DOOR HANDLES INOP/LOCK INOP</td>
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<td>59S</td>
<td>KEYLESS ENTRY</td>
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<td>AUX AIR CONDITIONING</td>
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<tr>
<td>86R</td>
<td>NOISE SUPPRESSION HONDS</td>
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<td>Base vehicle to include at No Charge</td>
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<tr>
<td>89R</td>
<td>3.7L V-6 ENG</td>
<td>I/C</td>
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<tr>
<td>44J</td>
<td>6-SPEED AUTO</td>
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<tr>
<td>163</td>
<td>LICENSE PLATE BKT</td>
<td>I/C</td>
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</table>

Total: $27,649.00

Joe Windrow  
Fleet Sales Manager  
850-398-6810 Office  
850-393-4723 Cell  
850-398-6827 FAX

All vehicles will be ordered WHITE unless agency chooses a different color. 
Please return quote along with purchase order.

4060 South Ferdon Blvd., Crestview, FL 32536

CONSENT
AGENDA ITEM # increase the quantity of the key fields to 3.

10/20/2015  
CAPTAIN WAYNE MADDOX  
CITY OF PANAMA CITY BEACH

Phone: (800) 972-3672  
Office: (850) 398-6810  
Cell: (850) 393-4723  
Fax: (850) 398-6827
<table>
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<th>Exterior Vehicle Color</th>
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<th>Emergency Lighting:</th>
<th>Driver side</th>
<th>Passenger side</th>
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<tbody>
<tr>
<td>Interior Vehicle Color</td>
<td>CHARCOAL BLACK</td>
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<tr>
<td>Seat Type</td>
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<tr>
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<td>DRIVER SIDE SPOT LIGHT LED</td>
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<tr>
<td>60R</td>
<td>NOISE SUPPRESSION BONDS</td>
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<tr>
<td>99R</td>
<td>Base vehicle to be included at No Charge</td>
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<tr>
<td>44J</td>
<td>3.7L V-6 ENG</td>
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<td>6-SPEED AUTO</td>
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<td>595</td>
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<tr>
<td>60R</td>
<td>NOISE SUPPRESSION BONDS</td>
<td>INC</td>
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</tbody>
</table>

$27,335.00

All vehicles will be ordered WHITE unless agency chooses a different color. Please return quote along with purchase order.
## PANAMA CITY BEACH POLICE DEPARTMENT

### 2016 FORD INTERCEPTOR UTILITY AWD (KBA)

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<td>LABOR</td>
<td>$1,015.00</td>
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**TOTAL PURCHASE** $32,153.00
CONSENT AGENDA
ITEM #13,

RESOLUTION 16-27
RESOLUTION 16-27

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 HG2 Emergency Lighting, relating to the installation of emergency equipment, graphics and tint on 15 police vehicles, in the basic amount of Eighty Nine Thousand Nine Hundred Ninety Six Dollars ($89,996), in substantially the form of the quote attached and submitted to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of __________, 2015.

CITY OF PANAMA CITY BEACH

By: __________________________
    Gayle F. Oberst, Mayor

ATTEST:

______________________________
Diane Fowler, City Clerk
To: Mario Gisbert, City Manager

From: Drew R. Whitman, Chief of Police

Date: November 3, 2015

Topic: City Council Agenda Item - Vehicle equipment purchase and installation

********************************************************************
I would like to respectfully request the following item be placed on the consent agenda for the upcoming City Council meeting on Thursday, November 12, 2015, for their consideration:

I would like the approval of the City Council to purchase and have installed all the emergency equipment for, if approved by council, the 15 new vehicles. We have normally completed the installations ourselves but with the increased activities during this time of year it's becoming difficult to have officers come off their assignment to do the installations, which can take a month if not longer. We did advertise for bids and received three sealed bids; two of the bids did not meet the specific requirements. I would like to request the City approve HG2 Emergency Lighting's bid of $89,996.00 to complete the installations. This package will include all the emergency equipment, vehicle graphics and window tint. I have attached the supporting documentation for your review.

Thank you for your time and consideration in this request.

Respectfully,

Drew R. Whitman
Chief of Police

cc: City Council members
Jo Smith
Holly White
October 27, 2015

Chief Drew Whitman

RE: Equipment Installation Bid Request

Chief,

At about 12:05 p.m. October 21st we opened the sealed bids for the vehicle and equipment installation requests. We received 3 bids for the equipment installation. The results are as follows;

**Equipment Installation**

We asked for bid specific items in this request to include a number of items from HG2 Emergency Lighting. This request is due to testing and evaluation by our department. Two of the three bids (Dana Safety Supply and Hub City Ford) did not include the specific items we requested. Hub City did not specify what brand they would be using and Dana Safety advised they would be using Sound Off products. Representatives from Hub City and Dana Safety were present during the opening of the bids. Both advised they could not get the HG2 equipment.

Due to the lack of bid specific items in the Hub City and Dana Safety bids, I recommend we award the bid to HG2 Emergency Lighting at a cost of $89,996.00. Keep in mind these installs include graphics and window tint. I have also submitted all bids with this recommendation.

The total cost of this request is as follows;

| Equip/Install | $89,996.00 |

Wayne Maddox
Patrol Division Commander

"Dedicated to Excellence"
Panama City Beach Police Department – Police Fleet Vehicle Equipment Install Services

The City of Panama City Beach hereby solicits closed bids for the following police fleet vehicle equipment install services for the below listed vehicles:

(5) five – Marked Patrol Ford Interceptor SUVs
(3) three – Un-Marked Administration Ford Interceptor SUVs
(4) four – Marked Chevy Silverado 1500 trucks
(3) three – Un-Marked police Dodge Chargers

PLEASE SEE ATTACHED SPECIFICATION SHEET FOR THE EQUIPMENT NEEDED FOR EACH VEHICLE CATEGORY; ALSO ATTACHED ARE PHOTOGRAPHS FOR OUR CURRENT DECAL SCHEME NEEDED WHICH WILL BE NEEDED FOR ALL MARKED VEHICLES

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

Bids must be sealed and will be received until 12:00 p.m. (noon) Central Time, October xx, 2015 at the City of Panama City Beach Police Department, Attn: Captain Wayne Maddox, 17110 Firenzo Avenue, Panama City Beach, Florida, 32413 and will be opened and read publicly immediately thereafter.

The City reserves the right to reject any and all bids and to waive any 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 6 months after opening

advertisement Dates: October xx, 2015 begins
## Panama City Beach Police Department 2015-2016 Bid Specs

### Marked Patrol Units Ford Interceptor SUV

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Price</th>
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</thead>
<tbody>
<tr>
<td>Light Control</td>
<td>Whelen</td>
<td>$295.54</td>
</tr>
<tr>
<td>License</td>
<td>Whelen</td>
<td>$332.17</td>
</tr>
<tr>
<td>Side Runners</td>
<td>Marked Units: Ford Interceptor A.B. Whelen 7&quot; X 7&quot; X 7&quot;</td>
<td>$1,806.03</td>
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<tr>
<td>License Plate</td>
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<td>$1,806.03</td>
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<tr>
<td>Interior License Plate</td>
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<td>$1,806.03</td>
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<tr>
<td>Fog Lights</td>
<td>Marked Units: Ford Interceptor A.B. Whelen 7&quot; X 7&quot; X 7&quot;</td>
<td>$1,806.03</td>
</tr>
<tr>
<td>Speaker System</td>
<td>Whelen</td>
<td>$936.00</td>
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<tr>
<td>License Plate</td>
<td>Marked Units: Ford Interceptor A.B. Whelen 7&quot; X 7&quot; X 7&quot;</td>
<td>$1,806.03</td>
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### Unmarked Units Ford Interceptor SUV

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<tr>
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### Marked Units Chevy Silverado

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<td>License</td>
<td>Whelen</td>
<td>$332.17</td>
</tr>
<tr>
<td>Side Runners</td>
<td>Marked Units: Chevy Silverado</td>
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<tr>
<td>License Plate</td>
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<tr>
<td>Interior License Plate</td>
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<tr>
<td>Fog Lights</td>
<td>Marked Units: Chevy Silverado</td>
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</tr>
<tr>
<td>Speaker System</td>
<td>Whelen</td>
<td>$936.00</td>
</tr>
<tr>
<td>License Plate</td>
<td>Marked Units: Chevy Silverado</td>
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### Unmarked Units Dodge Charger

<table>
<thead>
<tr>
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<tbody>
<tr>
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<td>$295.54</td>
</tr>
<tr>
<td>License</td>
<td>Whelen</td>
<td>$332.17</td>
</tr>
<tr>
<td>Side Runners</td>
<td>Unmarked Units: Dodge Charger</td>
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<tr>
<td>License Plate</td>
<td>Unmarked Units: Dodge Charger</td>
<td>$1,806.03</td>
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<tr>
<td>Interior License Plate</td>
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<tr>
<td>Fog Lights</td>
<td>Unmarked Units: Dodge Charger</td>
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<td>Speaker System</td>
<td>Whelen</td>
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<td>License Plate</td>
<td>Unmarked Units: Dodge Charger</td>
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### Marked Patrol Units Ford Interceptor SUV

<table>
<thead>
<tr>
<th>Feature</th>
<th>Model</th>
<th>Description</th>
<th>Consent</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
<td>Vehicles 48&quot; VInetCom Lightbar Over/Blue w/Alloy and Treadplate</td>
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</tr>
<tr>
<td>Windshield Antenna</td>
<td></td>
<td>Windshield Light &amp; Scene Controller</td>
<td></td>
</tr>
<tr>
<td>Speaker</td>
<td></td>
<td>Speakers 160 Watt Speaker</td>
<td></td>
</tr>
<tr>
<td>Roof Barrels</td>
<td></td>
<td>HG2 Emergency Lighting 66&quot; Black/Blue Side Runner Lights</td>
<td></td>
</tr>
<tr>
<td>Rear Window Blinds</td>
<td></td>
<td>HG2 Emergency Lighting Rear Vehicle w/Back Firing Lights</td>
<td></td>
</tr>
<tr>
<td>Rear Cargo Window Lights</td>
<td></td>
<td>HG2 Emergency Lighting Rear Side Cargo Window Lights</td>
<td></td>
</tr>
<tr>
<td>Rear Interior Panel</td>
<td></td>
<td>HG2 Emergency Lighting Coupe/Cruiser License Plate Frame Rear</td>
<td></td>
</tr>
<tr>
<td>Front Elec/Emergency Light</td>
<td></td>
<td>HG2 Emergency Lighting Coupe/Cruiser Electric Package Frame Front</td>
<td></td>
</tr>
<tr>
<td>Roof Lights</td>
<td></td>
<td>HG2 Emergency Lighting Coupe/Cruiser Roof Lights</td>
<td></td>
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<tr>
<td>Smoke Lights</td>
<td></td>
<td>Vehicle Mervs in Head Lights &amp; Tail Lights Blue City 4</td>
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<tr>
<td>Rear Transport Seat</td>
<td></td>
<td>Rear Transport Seat (Seat)</td>
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<td>Prisoner Restraint</td>
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<td>Prisoner Restraint (Seat) 106&quot; w/Chrome Grill</td>
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<tr>
<td>Rear Cargo Divider</td>
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<td>Rear Cargo Divider (Setting) 12PS</td>
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<td>Door Power Inverter (78&quot; W)</td>
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<tr>
<td>Speaker/Flashlight Charger</td>
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<td>Speaker/Flashlight Charger</td>
<td></td>
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<tr>
<td>Gun Rack</td>
<td></td>
<td>Gun Rack T Rall Mount 1 Standard Shagun Lock 1 Standard Bkle</td>
<td>BL9191B1SSCA</td>
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<tr>
<td>Center Console/Laptop Holder</td>
<td></td>
<td>Center Console w/Clipboards Arm Rest &amp; Hangerless Holster Device (Gan)</td>
<td>BLE090.0146</td>
</tr>
<tr>
<td>spacious front seat/seat</td>
<td></td>
<td>spacious front seat/seat</td>
<td></td>
</tr>
<tr>
<td>Windshield Antenna</td>
<td></td>
<td>Windshield Light &amp; Scene Controller</td>
<td></td>
</tr>
<tr>
<td>Graphics</td>
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<td>Vehicle Graphics</td>
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### Unmarked Units Ford Interceptor SUV

<table>
<thead>
<tr>
<th>Feature</th>
<th>Model</th>
<th>Description</th>
<th>Consent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Front Windshield</td>
<td></td>
<td>Bugz Emergency Lighting &amp; Plate Front Windshield</td>
<td>BLE090.0146</td>
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<tr>
<td>Side Window</td>
<td></td>
<td>HG2 Emergency Lighting 66&quot; Black/Blue Side Runner Lights</td>
<td>BLE090.0146</td>
</tr>
<tr>
<td>Rear Window Lights</td>
<td></td>
<td>HG2 Emergency Lighting Rear Vehicle w/Back Firing Lights</td>
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<td></td>
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<td>BLE090.0146</td>
</tr>
<tr>
<td>Front Elec/Emergency Light</td>
<td></td>
<td>HG2 Emergency Lighting Coupe/Cruiser Electric Package Frame Front</td>
<td>BLE090.0146</td>
</tr>
<tr>
<td>Fog Lights</td>
<td></td>
<td>HG2 Emergency Lighting Porous/Blue Fog Lights</td>
<td>BLE090.0146</td>
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<tr>
<td>Bumper Lights</td>
<td></td>
<td>Windshield In Metal Bumper &amp; Tail Lights Blue Light</td>
<td>BLE090.0146</td>
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<tr>
<td>Riser Frame</td>
<td></td>
<td>Windshield In Metal Bumper &amp; Tail Lights Blue Light</td>
<td>BLE090.0146</td>
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<tr>
<td>Glove Box</td>
<td></td>
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<td>BLE090.0146</td>
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<td></td>
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<tr>
<td>Roof Lights</td>
<td></td>
<td>Roof Lights 1 Standard Solar Shade Lock 1 Standard Bkle</td>
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<tr>
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THANK YOU,

JOSEPH WINDROP
850-393-4723

4060 South Ferdon Blvd., Crestview, FL 32536
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<thead>
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<th>Model Number</th>
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<tbody>
<tr>
<td>Light Bar</td>
<td>1595LUMA</td>
</tr>
<tr>
<td>Side Runners</td>
<td>6052-20CP</td>
</tr>
<tr>
<td>Rear Window Lights</td>
<td>H622CFCBS</td>
</tr>
<tr>
<td>Rear Cargo Window Lights</td>
<td>H622FCFCBS</td>
</tr>
<tr>
<td>License Plate</td>
<td>H622FCFRB</td>
</tr>
<tr>
<td>Fog Lights</td>
<td>H016GTLHNL-9B</td>
</tr>
<tr>
<td>Strobe Lights</td>
<td>UTX24088</td>
</tr>
<tr>
<td>Light Control</td>
<td>Whelen Control 2955LSA6</td>
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<tr>
<td>Wheel Assembly</td>
<td>J1119150155CA</td>
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### Consent

AGENDA ITEM 13

CONSENT
City of Panama City Beach Police Department
Captain Wayne Maddox
17110 Firenzo Avenue
Panama City Beach, FL 32413

Date: October 18, 2015

RFQ#100715PDEI

HG2 Emergency Lighting
477 N Semoran Blvd
Orlando, FL 32807

Submitted by:
Ali Bhojani
Director Of Sales
1 (866) 468-4569
Panama City Beach Police Department – Police Fleet Vehicle Equipment
Install Services

The City of Panama City Beach hereby solicits sealed bids for the following police
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ATTACHED ARE PHOTOGRAPHS FOR OUR CURRENT DECAL
SCHEME NEEDED FOR ALL MARKED VEHICLES

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

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Advertisement Dates: October 7, 2015 begins
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<td><strong>Lightbar</strong></td>
<td>Whelen 48&quot; Legacy 2.5 CRT Lightbar Blue/White with Alarms and Takedown</td>
</tr>
<tr>
<td><strong>Wiper/Cleaner</strong></td>
<td>Whelen 100 Wiper Speaker</td>
</tr>
<tr>
<td><strong>Side Runners</strong></td>
<td>Whelen Light &amp; Sound System</td>
</tr>
<tr>
<td><strong>Rear Window Lights</strong></td>
<td>Whelen Emergency Lighting Blue/White Side Runner Lights</td>
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<tr>
<td><strong>Rear Cargo Window Lights</strong></td>
<td>Whelen Emergency Lighting Rear Blue/White Side Runner Lights</td>
</tr>
<tr>
<td><strong>Rear License Plate</strong></td>
<td>Whelen Emergency Lighting Rear License Plate Frame Rear</td>
</tr>
<tr>
<td><strong>Rear Fog Lights</strong></td>
<td>Whelen Emergency Lighting Rear Blue/White Fog Lights</td>
</tr>
<tr>
<td><strong>Rear Speaker</strong></td>
<td>Whelen Vehicular Speaker 7&quot; Blue/White</td>
</tr>
<tr>
<td><strong>Rear Transport Seat</strong></td>
<td>Whelen 100 Wiper Speaker</td>
</tr>
<tr>
<td><strong>Police Partition</strong></td>
<td>Whelen Partition (Rating) 10k with Chicago Grill</td>
</tr>
<tr>
<td><strong>Rear Cargo Holder</strong></td>
<td>Whelen Back Seat/ Savior 120W</td>
</tr>
<tr>
<td><strong>Fun Power Inverter</strong></td>
<td>Whelen Power Inverter (250 VA)</td>
</tr>
<tr>
<td><strong>Stinger Flashlight Charger</strong></td>
<td>Stinger Flashlight Charger</td>
</tr>
<tr>
<td><strong>Gun Rack</strong></td>
<td>Whelen T-Handle T-Standard Shoulder Lock, 1 Standard Rifle</td>
</tr>
<tr>
<td><strong>Center Console option</strong></td>
<td>Whelen Center Console with Cupholders, Arm Rest and Wingless Flipup Device (Gris)</td>
</tr>
<tr>
<td><strong>Window Roll-Down</strong></td>
<td>Whelen 100 Wiper Speaker</td>
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<td><strong>Exterior Lighting</strong></td>
<td>Whelen 100 Wiper Speaker</td>
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<tr>
<td><strong>Graphics</strong></td>
<td>Whelen Graphics Series DIC-11L</td>
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<td><strong>Total Price</strong></td>
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<tr>
<td><strong>Order Price</strong></td>
<td><strong>Total Package Price</strong></td>
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**Unmarked Units Ford Interceptor SUV**

| **Lightbar**                              | Whelen 48" Legacy 2.5 CRT Lightbar Blue/White with Alarms and Takedown |
| **Wiper/Cleaner**                         | Whelen 100 Wiper Speaker |
| **Side Runners**                          | Whelen Light & Sound System |
| **Rear Window Lights**                    | Whelen Emergency Lighting Blue/White Side Runner Lights |
| **Rear Cargo Window Lights**              | Whelen Emergency Lighting Rear Blue/White Side Runner Lights |
| **Rear License Plate**                    | Whelen Emergency Lighting Rear License Plate Frame Rear |
| **Rear Fog Lights**                       | Whelen Emergency Lighting Rear Blue/White Fog Lights |
| **Rear Speaker**                          | Whelen Vehicular Speaker 7" Blue/White |
| **Rear Transport Seat**                   | Whelen 100 Wiper Speaker |
| **Police Partition**                      | Whelen Partition (Rating) 10k with Chicago Grill |
| **Rear Cargo Holder**                     | Whelen Back Seat/ Savior 120W |
| **Fun Power Inverter**                    | Whelen Power Inverter (250 VA) |
| **Stinger Flashlight Charger**            | Stinger Flashlight Charger |
| **Gun Rack**                              | Whelen T-Handle T-Standard Shoulder Lock, 1 Standard Rifle |
| **Center Console option**                 | Whelen Center Console with Cupholders, Arm Rest and Wingless Flipup Device (Gris) |
| **Window Roll-Down**                      | Whelen 100 Wiper Speaker |
| **Exterior Lighting**                     | Whelen 100 Wiper Speaker |
| **Graphics**                              | Whelen Graphics Series DIC-11L |
| **Price**                                 | **Total Price** |
| **Order Price**                           | **Total Package Price** |

**Marked Units Chevy Silverado**

| **Lightbar**                              | Whelen 48" Legacy 2.5 CRT Lightbar Blue/White with Alarms and Takedown |
| **Wiper/Cleaner**                         | Whelen 100 Wiper Speaker |
| **Side Runners**                          | Whelen Light & Sound System |
| **Rear Window Lights**                    | Whelen Emergency Lighting Blue/White Side Runner Lights |
| **Rear Cargo Window Lights**              | Whelen Emergency Lighting Rear Blue/White Side Runner Lights |
| **Rear License Plate**                    | Whelen Emergency Lighting Rear License Plate Frame Rear |
| **Rear Fog Lights**                       | Whelen Emergency Lighting Rear Blue/White Fog Lights |
| **Rear Speaker**                          | Whelen Vehicular Speaker 7" Blue/White |
| **Rear Transport Seat**                   | Whelen 100 Wiper Speaker |
| **Police Partition**                      | Whelen Partition (Rating) 10k with Chicago Grill |
| **Rear Cargo Holder**                     | Whelen Back Seat/ Savior 120W |
| **Fun Power Inverter**                    | Whelen Power Inverter (250 VA) |
| **Stinger Flashlight Charger**            | Stinger Flashlight Charger |
| **Gun Rack**                              | Whelen T-Handle T-Standard Shoulder Lock, 1 Standard Rifle |
| **Center Console option**                 | Whelen Center Console with Cupholders, Arm Rest and Wingless Flipup Device (Gris) |
| **Window Roll-Down**                      | Whelen 100 Wiper Speaker |
| **Exterior Lighting**                     | Whelen 100 Wiper Speaker |
| **Graphics**                              | Whelen Graphics Series DIC-11L |
| **Price**                                 | **Total Price** |
| **Order Price**                           | **Total Package Price** |

**Unmarked Units Dodge Charger**

| **Lightbar**                              | Whelen 48" Legacy 2.5 CRT Lightbar Blue/White with Alarms and Takedown |
| **Wiper/Cleaner**                         | Whelen 100 Wiper Speaker |
| **Side Runners**                          | Whelen Light & Sound System |
| **Rear Window Lights**                    | Whelen Emergency Lighting Blue/White Side Runner Lights |
| **Rear Cargo Window Lights**              | Whelen Emergency Lighting Rear Blue/White Side Runner Lights |
| **Rear License Plate**                    | Whelen Emergency Lighting Rear License Plate Frame Rear |
| **Rear Fog Lights**                       | Whelen Emergency Lighting Rear Blue/White Fog Lights |
| **Rear Speaker**                          | Whelen Vehicular Speaker 7" Blue/White |
| **Rear Transport Seat**                   | Whelen 100 Wiper Speaker |
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| **Exterior Lighting**                     | Whelen 100 Wiper Speaker |
| **Graphics**                              | Whelen Graphics Series DIC-11L |
| **Price**                                 | **Total Price** |
| **Order Price**                           | **Total Package Price** |
# Certificate of Garage Insurance

**Date:** 10/19/2015

**Certificate of Garage Insurance**

**This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.**

**Important:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
Blackadar Insurance Agency, Inc.
1436 N Ronald Reagan Blvd
Orlando FL 32750

**INSURED**
HG2 Emergency Lighting, LLC
477 N. Semoran Blvd
Orlando FL 32807

**COVERAGES**

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>LIMIT</th>
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<tbody>
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<td><strong>GARAGE LIABILITY</strong></td>
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<td>EXCESS</td>
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<td>PROD</td>
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<td>LOC</td>
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<td>GENERAL LIABILITY</td>
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<td>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</td>
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<td>HAPPENED TO</td>
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</tr>
<tr>
<td>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?</td>
<td></td>
</tr>
</tbody>
</table>

**Remarks** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**Certificate Holder**
City of Panama City Beach Police Dept
17110 Firenze Ave
Panama City FL 32408

**Cancellation**

**Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.**

**Authorized Representative**

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Ads, Bids and RFQ's
Notice to Bid - PCB Police Dept-Police Fleet Vehicle Equipment Install Services

Category: Admin
RFP Number: 100715PDEI
Start Date: 10/07/2015 3:44 PM
Close Date: 10/21/2015 12:30 PM

NOTICE TO BID

The City of Panama City Beach hereby solicits sealed bids for the following police fleet vehicle equipment install services for the below listed vehicles:

(5) five – Marked Patrol Ford Interceptor SUVs
(3) three – Un-Marked Administration Ford Interceptor SUVs
(4) four – Marked Chevy Silverado 1500 trucks
(3) three – Un-Marked police Dodge Chargers

PLEASE SEE ATTACHED SPECIFICATION SHEET FOR THE EQUIPMENT NEEDED FOR EACH VEHICLE CATEGORY; ALSO ATTACHED ARE PHOTOGRAPHS FOR OUR CURRENT DECAL SCHEME NEEDED FOR ALL MARKED VEHICLES

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

Bids must be sealed and will be received until 12:30 P.M. Central Time, October 21, 2015 at the City of Panama City Beach Police Department, Attn: Captain Wayne Maddox, 17110 Firenzo Avenue, Panama City Beach, Florida, 32413 and will be opened and read publicly immediately thereafter.

The City reserves the right to reject any and all bids and to waive any 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 6 months after opening
INTRODUCTION

This report contains the results of examination and test of the above device to demonstrate compliance with the applicable test requirements of the SAE Standards as given in the SAE Handbook. The results of the above mentioned device is effective as of the date of this report and as requested by the client.

The following is a summary of the results of tests of the device performed in accordance with the following SAE Standards.

<table>
<thead>
<tr>
<th>TESTS</th>
<th>SAE Standard</th>
<th>Results</th>
</tr>
</thead>
<tbody>
<tr>
<td>Photometric</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Directional Flashing Optical Warning Device</td>
<td>J595 NOV2008</td>
<td>Complies</td>
</tr>
<tr>
<td>Warpage</td>
<td>J575 JUN2007</td>
<td>Complies</td>
</tr>
<tr>
<td>Color</td>
<td></td>
<td></td>
</tr>
<tr>
<td>White, Red, Yellow, Blue</td>
<td>J578 DEC2006</td>
<td>Complies</td>
</tr>
<tr>
<td>Corrosion</td>
<td>J575 JUN2007</td>
<td>Complies</td>
</tr>
<tr>
<td>Vibration</td>
<td>J575 JUN2007</td>
<td>Complies</td>
</tr>
<tr>
<td>Moisture</td>
<td>J575 JUN2007</td>
<td>Complies</td>
</tr>
<tr>
<td>Dust</td>
<td>J575 JUN2007</td>
<td>Complies</td>
</tr>
<tr>
<td>Rate of Flashing</td>
<td>J595 NOV2008</td>
<td>Complies</td>
</tr>
<tr>
<td>Extreme Temperature</td>
<td>J595 NOV2008</td>
<td>Complies</td>
</tr>
<tr>
<td>Durability</td>
<td>J595 NOV2008</td>
<td>Complies</td>
</tr>
</tbody>
</table>

Note: All of the colors stated above for HC2 Runner Platform Emergency Light Bar, comply with Class II photometry requirements of the SAE J595 Standard.
AUTHORIZATION

The testing performed was authorized by purchase order no. 500315831.

MATERIAL SUBMITTED

The client submitted twelve samples. The samples were received by Intertek on August 16, 2011 and September 14, 2011 and July 2, 2012 in undamaged condition, and tested as received. The sample designations are T1083 through T1086 and S1011 through S1018 and 251078-1, 2 and 251079-1, 2.

TEST ASSIGNMENT NUMBERS

Photometric: 251078-1, 2 and 251079-1, 2
Mechanical: S1011, S1012, S1015, S1016
Extreme Temperature and Durability: S1011, S1014
Color: S1013, S1014, S1017

DATES OF TESTS

September 19, 2011 through August 21, 2012

DESCRIPTION OF DEVICE

The LED HC2 Runner Platform Emergency Light Bar consists of a clear plastic lens sealed to a black metal housing. The light bar comes in four different colors white, red, blue, and yellow. The unit attaches to a vehicle with screws. The pertinent markings are listed below. No plastic lens material information or light source information was supplied.

Light Source Information

<table>
<thead>
<tr>
<th>Function</th>
<th>Trade No.</th>
<th>Wattage</th>
<th>Design Volts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Warning</td>
<td>60 LEDs</td>
<td>---</td>
<td>12.8</td>
</tr>
</tbody>
</table>

Compliance and Materials Marking

On lens: None

On housing: None

Mounting

The devices were submitted on test stands to simulate the mounting conditions on the vehicle.

EQUIPMENT LIST

<table>
<thead>
<tr>
<th>Equipment Used</th>
<th>Model Number</th>
<th>Control Number</th>
<th>Calibration Date</th>
<th>Calibration Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Goniometer</td>
<td>SMS-10h</td>
<td>O109</td>
<td>10/12/11</td>
<td>10/12/12</td>
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<tr>
<td>Power Supply</td>
<td>SNT-10</td>
<td>O112</td>
<td>11/02/11</td>
<td>11/02/12</td>
</tr>
<tr>
<td>Salt Fog Chamber</td>
<td>Q-Panel</td>
<td>H193</td>
<td>11/18/11</td>
<td>11/06/12</td>
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<tr>
<td>Moisture Chamber</td>
<td>ETL</td>
<td>H113</td>
<td>12/06/10</td>
<td>12/06/11</td>
</tr>
<tr>
<td>Dust Chamber</td>
<td>ETL</td>
<td>H114</td>
<td>12/08/10</td>
<td>12/08/11</td>
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<tr>
<td>Thermotron Chamber</td>
<td>SM 32C</td>
<td>H137</td>
<td>05/17/12</td>
<td>05/17/13</td>
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<td>DMM-Fluke</td>
<td>87</td>
<td>E259</td>
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<td>Photo Research Spectra Scan</td>
<td>PR 705</td>
<td>O052</td>
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EQUIPMENT LIST (cont’d)

<table>
<thead>
<tr>
<th>Equipment Used</th>
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<th>Control Number</th>
<th>Calibration Date</th>
<th>Calibration Due Date</th>
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<tbody>
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<td>Signal Conditioner</td>
<td>CVA-4</td>
<td>V252</td>
<td>12/09/11</td>
<td>12/09/12</td>
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<tr>
<td>Accelerometer</td>
<td>10B10T</td>
<td>N830</td>
<td>04/13/11</td>
<td>04/13/12</td>
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<tr>
<td>Torque Wrench</td>
<td>DM70NM</td>
<td>N580</td>
<td>05/11/11</td>
<td>05/11/12</td>
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<tr>
<td>Tektronix Oscilloscope</td>
<td>DPO 2012</td>
<td>E466</td>
<td>05/02/12</td>
<td>05/02/13</td>
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<tr>
<td>Fisher Stopwatch</td>
<td>Fisher</td>
<td>N854</td>
<td>01/04/12</td>
<td>01/04/13</td>
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<tr>
<td>Fisher Stopwatch</td>
<td>Fisher</td>
<td>N978</td>
<td>05/09/12</td>
<td>05/09/13</td>
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<tr>
<td>Vibration Controller</td>
<td>UDC</td>
<td>V254</td>
<td>01/11/12</td>
<td>01/11/13</td>
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<tr>
<td>Temperature Humidity Meter</td>
<td>4457/03</td>
<td>T1360</td>
<td>10/19/11</td>
<td>10/19/12</td>
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<tr>
<td>Radiometer</td>
<td>IL1700</td>
<td>S274</td>
<td>08/21/12</td>
<td>08/21/12*</td>
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<td>Spectrophotometer</td>
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<td>N903</td>
<td>08/03/11</td>
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</table>

Note: Not a due date, but an actual calibration date.

TESTS AND TEST METHODS

Tests - The tests performed and detailed in this report are listed on page 1 under "Summary".

Test Methods - The test methods used for photometric, color and mechanical test of the submitted device are in accordance with applicable SAE Standards. The salient points are briefly described in the notes below. Appropriate notations as to specific test methods employed are shown on respective data pages provided under Results of Tests.

Photometric Tests

Optical Power (SAE J595 NOV2008) – Directional Flashing Optical Warning Devices

The lamp was mounted so that the horizontal plane through the photometer axis passed through the center of the light source and the vertical axis through the center of the light source was perpendicular to this horizontal plane. The lamp was allowed to operate for at least 5 minutes and the flash energy was then measured. The flash energy measurements were made at a distance of 25 meters. The flash energy is then integrated over a time of at least 20 seconds. The optical power is then calculated and presented as candela seconds per minute. The results of test are listed on the following pages. The lights were compared to the Class II requirements.

Peak Luminous Intensity (SAE J595 NOV2008) – Directional Flashing Optical Warning Devices

The peak luminous intensity is calculated from the flash energy of one flash and an oscilloscope trace of the flash with the time recorded. The results are listed on the following pages.

RESULTS OF TEST

Flash Rate

The flash consisted of a 270 msec on time with 50% duty cycle. The flash rate was 1.85 Hz. The lamp meets flash characteristic requirements.
RESULTS OF TESTS (cont'd)

Photometric (Test distance: 25 meters) – SAE J595 NOV2008
(Light Source: LEDs) – 60ct.

<table>
<thead>
<tr>
<th>Device Color: White Class II</th>
</tr>
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<tbody>
<tr>
<td>Optical Power</td>
</tr>
<tr>
<td>(candela · seconds/minute)</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Test Points</th>
<th>degrees</th>
<th>Specified Measured Minimum</th>
<th>Measured</th>
<th>Specified Measured Minimum</th>
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<tbody>
<tr>
<td>10U-5L</td>
<td></td>
<td>23929</td>
<td>480</td>
<td>798</td>
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<tr>
<td>10U-V</td>
<td></td>
<td>24657</td>
<td>1200</td>
<td>823</td>
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<tr>
<td>10U-5R</td>
<td></td>
<td>24090</td>
<td>480</td>
<td>804</td>
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<td>5U-20L</td>
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<td>18000</td>
<td>480</td>
<td>601</td>
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<td></td>
<td>23322</td>
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<td>778</td>
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<td>2400</td>
<td>828</td>
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<td></td>
<td>11284</td>
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<td>376</td>
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</tbody>
</table>

Device operated at designated test voltage. Light source flashing during test.

Note: The warning light bar was stabilized for 30 minutes prior to testing.

Test Voltage: 12.8
RESULTS OF TESTS (cont'd)

Photometric (Test distance: 25 meters) – SAE J595 NOV2008
(Light Source: LEDs) – 60ct.

Device Color: Red Class II

<table>
<thead>
<tr>
<th>Optical Power (candela)</th>
<th>Peak Luminous Intensity (candela · seconds/minute)</th>
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</thead>
<tbody>
<tr>
<td>Test Points</td>
<td>Specified Minimum</td>
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<tr>
<td>degrees</td>
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<td>10U-5R</td>
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<td>5U-V</td>
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<td>5U-5R</td>
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<tr>
<td>5D-5L</td>
<td>4396</td>
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<td>5D-V</td>
<td>4417</td>
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<tr>
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<tr>
<td>5D-10R</td>
<td>4155</td>
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<tr>
<td>5D-20R</td>
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<td>3555</td>
</tr>
<tr>
<td>10D-V</td>
<td>3548</td>
</tr>
<tr>
<td>10D-5R</td>
<td>3471</td>
</tr>
</tbody>
</table>

Device operated at designated test voltage. Light source flashing during test.

Note: The warning light bar was stabilized for 30 minutes prior to testing.

Test Voltage: 12.8
RESULTS OF TESTS (cont’d)

Photometric (Test distance: 25 meters) – SAE J595 NOV2008
(Light Source: LEDs) – 60ct.

<table>
<thead>
<tr>
<th>Test Points</th>
<th>Measured</th>
<th>Specified Minimum</th>
<th>Measured (candelas)</th>
<th>Specified Minimum</th>
</tr>
</thead>
<tbody>
<tr>
<td>10U-5L</td>
<td>6449</td>
<td>240</td>
<td>215</td>
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<tr>
<td>10U-V</td>
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<td>240</td>
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<td>5U-20L</td>
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<td>5U-5L</td>
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<td>5U-V</td>
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<td>1800</td>
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<td>5U-5R</td>
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<td>H-20L</td>
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<td>H-V</td>
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<td>H-5R</td>
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<td>5D-5L</td>
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<td>5D-V</td>
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<td>10D-5R</td>
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<td>10</td>
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</table>

Device operated at designated test voltage. Light source flashing during test.
Note: The warning light bar was stabilized for 30 minutes prior to testing.

Test Voltage: 12.8
RESULTS OF TESTS (cont'd)

Photometric (Test distance: 25 meters) – SAE J595 NOV2008
(Light Source: LEDs) – 60ct.

<table>
<thead>
<tr>
<th>Test Points</th>
<th>Measured</th>
<th>Specified Minimum</th>
</tr>
</thead>
<tbody>
<tr>
<td>degrees</td>
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<td>10D-5R</td>
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Device Color: Blue Class II
Directional Flashing Optical Warning Devices

Optical Power (candela • seconds/minute)

Device operated at designated test voltage. Light source flashing during test.
Note: The warning light bar was stabilized for 30 minutes prior to testing.

Test Voltage: 12.8
### RESULTS OF TESTS (cont'd)

Photometric (Test distance: 25 meters) — SAE J595 NOV2008
(Light Source: LEDs) – 60ct.

#### Device Color: Blue Class II

**Directional Flashing Optical Warning Devices**

<table>
<thead>
<tr>
<th>Zone</th>
<th>Test Points deg.</th>
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<th>Measured</th>
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<td></td>
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<td></td>
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<td>H-20.00L</td>
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<td></td>
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<td>5.00D-10.00L</td>
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<td>10.00U-V</td>
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<td></td>
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<td></td>
<td>5.00D-10.00R</td>
<td>68</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Device operated at designated test voltage. Light source flashing during test.

**Note:** The warning light bar was stabilized for 30 minutes prior to testing.

Volts: 12.8
TESTS AND TEST METHODS AND RESULTS OF TEST (cont’d)

Warpage (SAE J575 JUN2007)

The indicated specimen was subjected to the warpage test in a 120°F ambient for one hour at design volts in the manner in which it is operated on the vehicle. A red/blue lamp was tested as it has the highest optical power.

Results

The warning lamp displayed no evidence of warpage of any plastic part.

Chromaticity Test (SAE J578 DEC2006)

The color measurements were made using a spectrophotometer. The light was measured from 380 – 780 nm in 5 nm increments and the chromaticity coordinates determined. Chromaticity measurements for the color of light emitted are listed below.

<table>
<thead>
<tr>
<th>Sample</th>
<th>Color</th>
<th>x</th>
<th>y</th>
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<tbody>
<tr>
<td>S1014</td>
<td>white</td>
<td>0.32</td>
<td>0.34</td>
</tr>
<tr>
<td>S1017</td>
<td>red</td>
<td>0.69</td>
<td>0.30</td>
</tr>
<tr>
<td>S1013</td>
<td>yellow</td>
<td>0.56</td>
<td>0.43</td>
</tr>
<tr>
<td>S1017</td>
<td>blue</td>
<td>0.14</td>
<td>0.04</td>
</tr>
</tbody>
</table>

The device complies with the requirements of SAE J578 DEC2006 for white, yellow, red, and blue.

Vibration Test (SAE J575 JUN2007)

Test Procedure

The test sample was mounted on a test fixture and securely mounted to the vibration table and subjected to the following wide band random vibration test parameters:

1. Frequency range from 10 to 250 Hz.
2. The G-Load Power Spectrum Density as portrayed in Figure 1 of SAE J575 NOV2006.
3. Direction of vibration on the vertical axis of the device as it is mounted on the vehicle.
4. Test duration of six hours at room ambient temperature.
5. A tolerance of ± 3dB
6. An RMS value of 1.81g.

Test Evaluation

Upon completion of the vibration test procedure, there shall be no observed rotation, displacement, cracking, or rupture of parts of the device (except bulb filaments) which would result in failure of any test contained in SAE J575 NOV2006. Looseness of parts as evidenced by rattling heard when the part assembly is shaken shall also constitute a failure. Cracking or rupture of parts of the device affecting its mounting shall also constitute a failure.

Test Result

Upon examination after completion of the vibration test procedure, there was no observed rotation, displacement, cracking, or rupture of parts of the device which would result in failure of any test contained in SAE J575 JUN2007. There was no looseness of parts as evidenced by rattling heard when the part assembly was shaken. There was no cracking or rupture of parts of the device affecting its mounting.
Corrosion Test - (SAE J575 JUN2007)

Test Procedure

The sample was placed in a salt fog chamber ASTM B-117 for a period of 50 hours - consisting of 2 periods of 24 hours followed by a one hour drying period after each 24 hour exposure.

Test Evaluation

At the end of 50 hours, there shall be no evidence of corrosion that would affect the proper functioning of the device.

Test Results

Upon examination after the test, there was no visual evidence of corrosion that would affect the proper functioning of the device.

Flash Rate, Extreme Temperature and Rate of Flashing - (SAE J595 NOV2008)

High Temperature Flash Rate Test

The device was subjected to an ambient temperature of 50 ± 3 C for a period of six hours. The device was off during the first hour and lighted and operated for five hours at rated voltage (12.8 volts specified by the client). The flash rate was measured before the test, not less than three minutes nor more than four minutes after the beginning of the second hour of the test and not less than three minutes nor more than four minutes after the end of the test.

Low Temperature Flash Rate Test

The device was subjected to an ambient temperature of -30 ± 3 C for six hours. The device was off during the first five hours and lighted and operated at rated voltage during the last hour of the test. The flash rate was measured before the test, not less than three minutes nor more than four minutes after the beginning of the last hour of operation and not less than three minutes nor more than four minutes after the end of the test.

Durability Test

The device was operated continuously for 200 hours at an ambient temperature of 25 ± 3 C in cycles consisting of 50 minutes on and 10 minutes off at rated voltage. The flash rate was measured before the test, after 100 hours and three minutes after the last "off" period at the end of the test.

Test Evaluation

There shall be no evidence of operating conditions that would result in failure to comply with any other test. The final measured flash rate shall not vary more that 20% from the initial flash values and shall always be between 1 – 4 Hz. Results follow on next page.
RESULTS OF TESTS (cont'd)

High and Low Temperature Flash Rate Tests

<table>
<thead>
<tr>
<th>Ambient Temperature</th>
<th>Flashes per Minute</th>
</tr>
</thead>
<tbody>
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<td></td>
<td>Measured (12.8 Volts)</td>
</tr>
<tr>
<td>1. -50 deg. C before</td>
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</tr>
<tr>
<td>1st reading @ 1 hr.</td>
<td>108</td>
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<tr>
<td>2nd reading @ 6 hr.</td>
<td>110</td>
</tr>
<tr>
<td>2. -30 deg. C before</td>
<td>111</td>
</tr>
<tr>
<td>1st reading @ 5 hr.</td>
<td>111</td>
</tr>
<tr>
<td>2nd reading @ 6 hr.</td>
<td>111</td>
</tr>
</tbody>
</table>

Durability Test

<table>
<thead>
<tr>
<th>Operation Time (hours)</th>
<th>Flashes per Minute</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Measured (12.8 Volts)</td>
</tr>
<tr>
<td>Before</td>
<td>112</td>
</tr>
<tr>
<td>100</td>
<td>112</td>
</tr>
<tr>
<td>200</td>
<td>112</td>
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</table>

In Charge of Tests:

Vyacheslav Svetlichniy  
Associate Engineer  
Lighting Division

Report Reviewed by:

Jeremy N. Downs, P.E.  
Staff Engineer  
Lighting Division

Attachment: One Picture Page
"TEST OF HG2 RUNNER PLATFORM EMERGENCY LIGHT BAR"
TESTED FOR HG2 EMERGENCY LIGHTING
# Environmental Test Lab

## Test Report No. 140410-03

**Report Date:** 2014-04-10  
**Samples Tested:** HG2 Crossfire License Plate Frame – Red/Blue split

## SUMMARY

<table>
<thead>
<tr>
<th>Test Type</th>
<th>Result</th>
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<tbody>
<tr>
<td>Vibration Test SAE J575</td>
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</tr>
<tr>
<td>Mechanical Shock Test SAE J577</td>
<td>N/A</td>
</tr>
<tr>
<td>Water Ingress Test SAE J575</td>
<td>PASS</td>
</tr>
</tbody>
</table>

**Signature of Responsible Engineers:**

Roger L. Miller  
Chief Technology Director  
Bryan P. Lohbeck  
Test-Engineer 2014-04-10
Water Ingress:
Date of Test: 2014-04-09
Temp: 67.9°F / 19.9°C
Humidity: 34%

Test Setup

HG2 Crossfire license plate frame in the water ingress chamber

Test Duration: 12 Hours; A flow rate of 2.59 (+/- 0.13) liters per minute

Results: After the completion of the water ingress test, a full analysis was conducted; there were no functional issues and 0cc of moisture accumulation inside the device under test.
SM-AGS-1100 Automated Goniometer Test System
Photometric Test Report No. 140410-02

Report Date: 2014-04-10
Samples Tested: HG2 Crossfire – Red/Blue split
Test Component: SAE J595 Class I Lighting Specification
                  California Title 13 Class B Lighting Specification

SUMMARY

Photometric Tests
SAE J595 Class I Red.............................................................................................. PASS
SAE J595 Class I Blue.............................................................................................. PASS
California Title 13 Class B Red.............................................................................. PASS
California Title 13 Class B Blue............................................................................ PASS

Color Tests
SAE J578 Red........................................................................................................ PASS
SAE J578 Blue........................................................................................................ PASS

Signature of Responsible Engineers:

Roger L. Miller
Chief Technology Director

Bryan P. Lohbeck
Test Engineer 2014-04-10
Photometric Test:

Date of Test: 2014-03-31

Test Specification: SAE J595 Class I Lighting Specification

Flash Pattern: Single Flash

Color: Red

Voltage: 12.80V

Aim: Sample mounted on level goniometer

SAE J595 Class I Peak Intensity Data:
Device operated for a 30 minute warm-up (SAE J1889 methodology).

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<th>Location</th>
<th>Measured PeakCd</th>
<th>Fall</th>
<th>Required Min PeakCd</th>
<th>Required Max PeakCd</th>
<th>House Min PeakCd</th>
<th>House Max PeakCd</th>
<th>Real/Loc/Min Location</th>
<th>Original PeakCd</th>
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Device operated for a 30 minute warm-up (SAE J1889 methodology).

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Photometric Test:

Date of Test: 2014-03-31

Test Specification: SAE J595 Class I Lighting Specification

Flash Pattern: Single Flash

Color: Blue

Voltage: 12.80V

Aim: Sample mounted on level goniometer

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Device operated for a 30 minute warm-up (SAE J1889 methodology).

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SAE J595 Class I Optical Power Data:  
Device operated for a 30 minute warm-up (SAE J1889 methodology).

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Photometric Test:

Date of Test: 2014-03-31
Test Specification: California Title 13 Class B Light Specification
Flash Pattern: Single Flash
Color: Red
Voltage: 12.80V
Aim: Sample mounted on level goniometer

California Title 13 Class B Peak Intensity Data:
Device operated for a 30 minute warm-up (SAE J1889 methodology).

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Photometric Test:

Date of Test: 2014-03-31

Test Specification: California Title 13 Class B Light Specification

Flash Pattern: Single Flash

Color: Blue

Voltage: 12.80V

Aim: Sample mounted on level goniometer

**California Title 13 Class B Peak Intensity Data:**

Device operated for a 30 minute warm-up (SAE J1889 methodology).

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Page 9

**AMECA**

Accredited Laboratory

CONSENT

AGENDA ITEM #
COLOR TESTS

Date of Tests: 2014-03-31
Specification: SAE J578
Color: Red

Device operated for a 30 minute warm-up (SAE J1889 methodology).

The color of the light emitted through the lens falls within the acceptable limits for red.
COLOR TESTS

Date of Tests: 2014-03-31
Specification: SAE J578
Color: Blue

Device operated for a 30 minute warm-up (SAE J1889 methodology).

The color of the light emitted through the lens falls within the acceptable limits for blue.
REGULAR AGENDA

ITEM #1,

BOYS & GIRLS CLUB
CITY OF PANAMA CITY BEACH

CIVIC ACHIEVEMENT

AWARD

Be It Known That

Leslie Thompson

HAS GIVEN EXCEPTIONAL SERVICE

TO THE BOYS AND GIRLS CLUB

OF PANAMA CITY BEACH

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

Presented this 12th of November, 2015

MAYOR GAYLE F. OBERST
REGULAR AGENDA

ITEM #2,

PCB FIRE/RESCUE RECOGNITION
Mr. Gisbert,

Captain Terry Parris received a Community Service award from the Bay County Chamber of Commerce, at the First Responder Appreciation luncheon on October 29th, 2015. His work on the 911 Memorial Stair Climb held for the past 5 years has raised tens of thousands of dollars for the Fallen Firefighter Foundation.
REGULAR AGENDA

ITEM #3,

POLICE DEPT

RECOGNITION
As you know on October 29, 2015, Sergeant Eusebio Talamantez was presented the 2015 Law Enforcement Officer of the year for his efforts to end human trafficking in the State of Florida. He was presented this reward by Attorney General Pam Bondi and Governor Rick Scott.

The criteria for this reward is following:

- Law enforcement officer in the State of Florida responsible for investigating a human trafficking case.
- Made a significant impact on the issues of human trafficking cases through a criminal investigation.
- Contributes to the quality of investigations through the development of best practices related to policies, training, multi-disciplinary involvement or case work.
- Works with the public to raise awareness regarding human trafficking.

Attached is Sergeant Talamantez's bio that was submitted to the nominating committee outlining his achievements.

Respectfully Submitted
Captain Robert Clarkson
Commander, CID

Attachment: 1 - bio Talamantez
Sgt. Eusebio Talamantez is an 11 year veteran of the Panama City Beach Police Department. He began his career in 2004 after he was honorably discharged from the United States Marine Corps. Sgt. Talamantez started with the Bench Police as a patrol officer, however he was quickly transferred to the department’s Special Investigative Unit. During his time in S.I.U., Sgt. Talamantez focused his time investigating narcotic offenses as well as organized criminal activity. Sgt. Talamantez has a wide range of investigative experience and is currently an active Homeland Security Investigations Task Force Officer. Sgt. Talamantez has worked side by side with Homeland Security Investigation’s for nearly 10 years and shares the responsibilities of insuring the safety of the city’s foreign student visitors. The City of Panama City Beach, Florida has a vast amount of foreign student visitors, which have been known to be easy targets of human trafficking. Sgt. Talamantez works in conjunction with the areas Human Trafficking Coalition, Homeland Security Investigations and various foreign student sponsors in educating the students of the dangers of human trafficking. Sgt. Talamantez has given multiple lectures to hundreds of foreign students and is currently our agencies primary investigator when dealing with criminal allegations involving foreign students.

Sgt. Talamantez has investigated claims of human trafficking, labor trafficking, sex trafficking, indentured servitude, unsafe living conditions and unlawful wage retention. Sgt. Talamantez has been successful in his efforts and has recently dismantled a sex trafficking organization involving a teenage victim and several adult victims. Sgt. Talamantez initiated the case after a CyberTip was received from the National Center of Missing and Exploited Children. With the assistance from neighboring agencies, Sgt. Talamantez was able to identify a sex trafficking organization named Emerald Coast Escorts and discovered it was operated by 51 year old, Joe Worthy Dobbs. Dobbs would place advertisements and provocative photographs of young women on several internet sites and solicit unlawful sexual encounters. Sgt. Talamantez was able to identify several victims of sex trafficking, to include a 15 year old American female who was victimized by Dobbs since she was nearly 14 years old. Dobbs was charged with multiple sex trafficking related offenses and is currently awaiting trial. The 15 year old victim was reunited with her parents and is now rebuilding her life out of state. The remaining adult victims were referred to several organizations which specialize in helping human trafficking victims.

To this date, Sgt. Talamantez continues to aggressively investigate any allegation of human or sex trafficking. Sgt. Talamantez has taken a proactive approach to battling human trafficking and for the past year he has been a member of the North Florida Internet Crimes Against Children Task Force. His investigations have led to the arrest of six individuals who were looking to engage in an unlawful sexual encounter with a child. All six defendants were charged appropriately and are currently awaiting trial.

Sgt. Talamantez efforts have helped work towards the elimination of Human Trafficking and sexual exploitation in our area. He has set the standard for the dedication and aggressiveness required to combat these horrendous offenses.
REGULAR AGENDA

ITEM #5,

TDC COLLECTOR

SEAT
MEMORANDUM

TO: CITY COUNCIL
FROM: MARIO GISBERT
DATE: NOVEMBER 5, 2015

The term for the City’s Collector seat on the TDC is expiring 12/31/15. Current member, Mike Bennett, is this year’s Chair and would serve again if selected. After the new appointment at our December meeting, the City’s recommendation will be forwarded to the County to be confirmed at their next available meeting.

At the Council’s direction, an application can be placed on the website for interested qualified candidates who are lodging representatives of the tourism industry.

Current members for the City:

  Mayor Oberst       12/31/17
  Vice-Mayor Russell 12/31/17
  Gary Walsingham    12/31/17
  Mike Bennett       12/31/15
COMMITTEE VOLUNTEER
BAY COUNTY TOURIST DEVELOPMENT COUNCIL (TDC) APPLICATION
PLEASE PRINT

NAME: ________________________________

HOME ADDRESS: ________________________________

MAILING ADDRESS: ________________________________

Home Phone: __________ Business Phone: __________ Cell: __________

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

E-mail Address: __________ Fax Number: __________

Business Address: ________________________________

Are you a registered voter of the City of Panama City Beach?  Yes _____ No _____
Do you hold a public office?  Yes _____ No _____

At the present time, do you serve on any City Board, Commission or Committee? __________
If you, which one(s)? ________________________________

Please provide, if desired, briefly your education and experience. ________________________________

TDC meets the second Tuesday of each month at 9AM at the City Hall Annex. This is a four year term.

My signature below indicates my desire to serve on the ________________________ in a voluntary capacity.

_________________________  ________________________
Signature of Applicant   Date

Please return the completed form to Jo Smith, at the City Manager's office in person, via email to jsmith@pcbgov.com or via fax at (850) 233-5108. Closing Date for applications is November 30, 2015, at Noon. Council will make their choices 12/10/15 at their 6 P.M. meeting.

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

NOTE: You must be a member of the lodging representative of the tourism industry.
REGULAR AGENDA
ITEM #6,

PLANNING BOARD
SEAT
Jo,

Good Morning. Clair Pease will be moving out of the city limits and has some personal issues at this time; therefore has asked that we fill her seat immediately. Mel asked that you put the item on the agenda for Council to direct staff to advertise and fill the position. Please let me know if you have any questions.

Thank you,

Andrea Chester

Planning Department, 110 South Arnold Road, Panama City Beach, Fl. 32407
850-233-5054 ext. 2313
achester@pcbgov.com

Under Florida Law, e-mail addresses are public records. If you do not want your e-mail address released to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

NOTICE: This message is intended only for the use of the individual or entity to which it is addressed. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this transmission in error, please immediately reply to the sender that you have received this communication in error, then delete it. Thank you.
REGULAR AGENDA

ITEM #7,

FIRE TRUCK 1
Mr. Gisbert,

At this time the Fire Departments Truck-1 cannot be used daily because of its design and staffing the medical pickup trucks. When purchased, Truck-1 was utilized daily but with the increase in Medical Incident response, the department has changed its response with pick-up trucks to medical incidents. While this solves one problem, it creates another as the department does not have manpower to utilize the ladder truck daily. Pierce manufacturing has built a new “Ascendant” apparatus that would provide a solution to the staffing problem. This new Ascendant ladder truck is of smaller wheel base (14 feet shorter than Truck-1) and can be used in place of a normal fire engine.

The Fire Department has been working with Pierce Manufacturing on Brokering Truck-1 for sale and they have requested to broker Truck-1 for 90 days. The department, after researching, has set a minimum price of $400,000.00 that the city would recoup from the sale. We are at a crucial point with Truck-1 being almost 10 years old. This $400,000.00 would be applied to the purchase price of a new Pierce Ascendant 100’ Ladder truck. Along with the $200,000.00 set aside in the 2015-2016 budget for fire engine replacement, the department would request an additional $182,000 in the 2016-2017 budget to purchase the Ascendant with a price of $782,000 quoted. The department would be requesting an engine replacement in 2017 at approximately $599,000.00. This would not be needed if the Ascendant was purchased saving approximately $200,000.00.
History

• In 2006 Panama City Beach Fire Rescue received it’s first Aerial truck.
• At that time the department was able to staff the Aerial Truck with 2 Firefighters when a particular shift was fully staffed.
• In 2014 the department began responding to medical incidents in two rescue pick up trucks, to reduce maintenance and fuel costs. These incidents comprise over 60% of our incident volume annually.
• Our engines respond as back up units to medical incidents and first run to fires and rescues.
• Using these rescue trucks leaves no staffing for the Aerial truck.
Budget and Finance

- Panama City Beach would allow Ten-8 to broker our 2006 Truck-1 and upon it's sale receive a minimum $400,000.00 credit toward the purchase of the 2016 Ascendant.
- The quote for the Ascendant is $782,000.00
- After ten years Fire Engines start to lose their value dramatically.
- The department has set aside $200,000.00 for procurement of a new engine in 2017 and will request another $200,000.00 in the 2016-2017 budget as part of the department's vehicle replacement plan.
- If purchased now the Ascendant would be received in the next physical year's budget, as it takes 48 weeks to build.
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This purchase would satisfy several issues

1. Give the department an Engine and Ladder truck in one vehicle to utilize daily because of the limited amount of manpower.
2. Save the City approximately $200,000.00 as the scheduled purchase of a new engine in 2017 is approximately $599,990.00.
3. This would eliminate our 1996 Engine for back-up use and place our 2006 Engine-3 in backup status to go along with our plan
4. Safely maneuver in response as the Ascendant is 14 feet shorter than our present Aerial truck.
Comparison

Pierce Ascendant 100' Ladder

Pierce Enforcer 100' Platform
PANAMA CITY BEACH
FIRE RESCUE TRUCK-1

• 2006 Pierce 100' Aerial platform
• 400 gallons of water
• Seating for 3 plus a driver
• 53 feet long
• Unable to staff Daily because of manpower
PIERCE ASCENDANT

- 100' Aerial ladder
- 500 Gallons of water
- Seating for 5 plus the driver
- 39 feet long
- Single axel
- Would be staffed daily as it’s size and capabilities would allow to be used as an engine and ladder truck in one unit.
REGULAR AGENDA
ITEM #8,

RESOLUTION 16-14
RESOLUTION 16-14

BE IT RESOLVED by the City of Panama City Beach, Florida that the following budget amendment (#3) is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2015, and ending September 30, 2016, as shown in and in accordance with the attached and incorporated Exhibit A, to appropriate additional cash reserves for the Aquatic Center hot water heater replacement.

THIS RESOLUTION shall be effective 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 November, 2015.

CITY OF PANAMA CITY BEACH

By: ____________________________
    Gayle F. Oberst, Mayor

ATTEST:

Diane Fowler, City Clerk
### CITY OF PANAMA CITY BEACH
#### BUDGET TRANSFER FORM BF-10

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<th>ACCOUNT DESCRIPTION</th>
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<th>BUDGET ADJUSTMENT</th>
<th>NEW BUDGET BALANCE</th>
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<td>20,700.00</td>
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<td>FROM</td>
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<td>(8,700.00)</td>
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**Check Adjustment Totals:**

|                  | 101,966.00 | 0.00 | 101,966.00 |

**BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:**

To appropriate additional funding from available cash reserves to replace unanticipated hot water heater failure.

**ROUTING FOR APPROVAL**

__________________________________________ DEPARTMENT HEAD _____________ DATE  

__________________________________________ CITY MANAGER _______________ DATE  

__________________________________________ FINANCE DIRECTOR ______________ DATE  

BF-10 10/19/2015 10:41 AM
Memo

Date: 10/16/2015
To: Mario Gisbert, Holly White
From: Cheryl Joyner / Jim Ponek
Subject: Budget adjust/ Aquatic Center Repair

We are asking that an adjustment be made to the Aquatic Center budget in order to cover an unexpected repair. The 120 gallon water heater that provides heated water to the locker rooms and the concession stand needs to be replaced.

Two quotes estimating the cost of the replacement were obtained. Staff is recommending that we go with the lowest bidder, System Service and Engineering for $8700.

Jim Ponek, Leisure Services Director
Proposal for: Water Heater Replacement
For Location: PCB Aquatic Center
Prepared by: Cliff Thorne

October 16, 2015
Thank you very much for considering System Service & Engineering, Inc on this project. Please find the below quote with included scope that details the work to be performed.

Install new A.O. Smith 119-gallon Electric Water Heater ............................................................ $8,700.00

*Replacement Approval will waive Service Charges for October 15 & 16

Our Scope Includes:
- Procurement and installation of new water heater as listed above
- Procurement and installation of dielectric unions for corrosion resistance
- Perform piping modifications as needed and final sealed connection to existing Plumbing System
- Start and test equipment for proper leak-free operation
- Removal and disposal of existing water heater
- General cleanup of work area upon completion of the install
- All equipment, labor, and basic materials necessary to complete the project.

Our Scope Excludes:
- Any other work not mentioned or specifically excluded above
- Painting, patching, cosmetic work or any work not pertaining to the HVAC or plumbing system

WARRANTY: Our warranty on work performed is one (1) year, parts and labor. Standard equipment warranty from manufacturer.

TERMS OF PAYMENT: Due upon receipt of invoice. Material and equipment furnished under this proposal shall remain the property of the seller until final payment has been received.

This Agreement is the property of System Service & Engineering, Inc. and is provided for the owner/customer’s use only. System Service & Engineering, Inc. guarantees the price stated in this Agreement for thirty (30) days from the proposal date above. Upon execution as provided below, this Agreement, including all pages attached (collectively known as the “Agreement”), shall become a binding and enforceable Agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached scope of work, any included terms and conditions and has the authority to enter into this Agreement.

Customer Signature

Date

SS&E, Inc. Signature

Date
According to Florida's Construction Lien Law (Sections 713.001-713.37, Florida Statutes), those who work on your property or provide materials and services and are not paid in full have a right to enforce their claim for payment against your property. This claim is known as a Construction Lien. If your contractor or a subcontractor fails to pay subcontractors, sub-subcontractors, or material suppliers, those people who are owed money may look to your property for payment, even if you have already paid your contractor in full. If you fail to pay your contractor, your contractor may also have a lien on your property. This means if a lien is filed your property could be sold against your will to pay for labor, materials, or other services that your contractor or a subcontractor may have failed to pay. To protect yourself, you should stipulate in this contract that before any payment is made, your contractor is required to provide you with a written release of lien from any person or company that has provided to you a "Notice to Owner." Florida's Construction Lien Law is complex, and it is recommended that you consult an attorney.
Heres the quote from David Piercy for replacement of water heater. The guys from system service are out there now patching up the leak temporarily but they agree that the water heater is toast and will need to be replaced. They will be getting a quote to us shortly.

David Piercy Plumbing, Inc. makes this proposal the 14th day of October 2015 to perform the specified work on the following project:

Owners Information: Panama City Beach Parks and Recreation
16200 Panama City Beach Parkway
Panama City Beach, Fl 32413
850-236-2205
850-258-4745
wspivey@pcbgov.com

Proposed price: $9,340.00

Additional Charges: Any additional charges will reflect a change order and/or additional work order.

Proposed Terms: Payment due in full within 30 day of installation
Note: All notices and communications shall be given to the above phone numbers.

Initial: ______

We will remove existing water heater and replace with a new 120 Gallon 480 Volt 3 Phase Rheem Water Heater.

Price includes the following:
- Rheem Water heater
- Misc Parts
- Labor to Remove Old and Install New Water Heater
- Haul Off of Old Water Heater

Initial: ______
This project will be installed strictly in accordance with the aforementioned plans and specifications of David Piercy Plumbing, Inc. If any deviations are necessary to comply with any building code or building regulations, David Piercy Plumbing, Inc. shall be entitled to a change order. Changes and/or additions will be in the form of a written change order or an additional work order, approved and signed by authorized personnel before the project is continued.

All agreements are contingent upon strikes, accidents, payments failures, and any other delays beyond our control. The owner of the project is to carry fire, tornado, hurricane and any other necessary insurance. Workers Compensation insurance covers our employees. Any deviation from our insurance coverage will be charged to the owner / contractor of the project.

In the event of default, I understand and agree that I am legally liable for 1½% simple interest per month (18% APR) and all cost of collections including collection agency fees, attorney fees, court costs, and all other costs to collect this debt to David Piercy Plumbing, Inc.

Note: This proposal may be withdrawn by us if not accepted within 15 days.

**Authorized Signature: ____________________________**

**Date: ______________**

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. Payment will be made as stated above.

**Authorized Signature: ____________________________**

**Date: ______________**
REGULAR AGENDA
ITEM #9,

RESOLUTION 16-18
RESOLUTION 16-18

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA; APPROVING AN AGREEMENT FOR THE PURCHASE OF LAND IN COLONY CLUB FOR $40,000; AUTHORIZING A BUDGET AMENDMENT FOR SUCH PURPOSE; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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

1. The appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and Joan Marie and Adam Brudnicki, relating to the purchase of a 40' strip of land located on Fairway Boulevard, in the basic amount of Forty Thousand Dollars ($40,000), in substantially the form attached as Exhibit A and presented to the Council today, draft dated October 23, 2015, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

2. The following budget amendment # 4 is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2015, and ending September 30, 2016, as shown in and in accordance with the attached and incorporated Exhibit B, to reflect the appropriation of funds for the purposes stated herein.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED, APPROVED AND ADOPTED in regular session this _____ day of , 2015.

CITY OF PANAMA CITY BEACH

By: ________________________________
    Gayle F. Oberst, Mayor

ATTEST:

______________________________
Diane Fowler, City Clerk
Memorandum

To: Mario Gisbert
CC: Holly White, Al Shortt
From: Paul Casto
Date: November 3, 2015
Subject: Land Purchase for Secondary Access to Colony Club

The Colony Club subdivision and Panama City Beach have experienced a large amount of growth in the past several years. This has made it challenging for the residents of Colony Club and patrons of the Holiday Golf Course to exit and enter the subdivision due to only having one access point. Over the years, the City has looked into several ways to alleviate the problems associated with the congestion and safety at the Colony Club entrance. Staff was recently tasked to help find another access point for the residents of Colony Club to utilize.

While researching properties to potentially obtain, staff located a large parcel of land with an existing house on it at 229 Fairway Blvd. This owner was willing to work with the City. The City currently has an existing lift station on the parcel adjacent to it to the north, shown as 225 Fairway Blvd. (see attached Exhibit A). The parcel at 225 Fairway Boulevard is approximately 50' x 134' and has many different utilities crossing through this site. This lift station is in need of repairs and is on this year's list of capital improvement projects to be replaced with a new lift station.

After surveying the land, it was concluded that the northern 40' of 229 Fairway Boulevard would provide the most effective location to combine with the land at 225 Fairway Blvd. This provides the City the opportunity to shift the existing lift station south to the proposed property to be purchased which will make the construction of replacing the existing lift station both easier and more cost effective. This will provide adequate room for the new lift station and leave a 60' right of way for the secondary access. It will also allow the new access point to be aligned with Fairway Circle to create a 4 way stop. This is the first step in obtaining a route to get from Fairway Boulevard west to tie into Nautilus Street. From Nautilus Street, traffic will be directed to a signalized intersection access on to Back Beach Road. (see attached Exhibit B)

The Real Estate Contract attached is to purchase the northern 40' portion of the property from 229 Fairway Boulevard. The purchase amount is listed as $40,000 and will be split evenly between the Public Works and Wastewater Departments. A budget amendment is required and is attached which includes the purchase price plus the estimated closing costs for a total of $50,000. Staff recommends approval of the purchase of this property and associated costs.
THIS REAL ESTATE SALES CONTRACT (this "Contract") is made by and between JOAN MARIE AND ADAM M BRUDNICKI, wife and husband ("Seller") and the CITY OF PANAMA CITY BEACH, FLORIDA, a municipal corporation ("Purchaser"), upon the terms and conditions set forth herein.

ARTICLE I

1.01. Seller hereby agrees to sell and convey by statutory warranty deed (the "Deed"), and Purchaser hereby agrees to purchase and pay for, all that certain real estate located in Bay County, Florida described as follows:

SEE ATTACHED EXHIBIT A
(sometimes referred to as the "Property").

Seller also sells and agrees to sell and convey, and Purchaser hereby agrees to pay for, all and singular, the rights and appurtenances pertaining to the Property, including any right, title and interest of Seller in and to adjacent streets, alleys, or rights-of-way, and including any rights of Seller to any oil, gas, and other minerals, together with any improvements and fixtures situated on and attached to the Property or appurtenant thereto (all of such real property, leases, rights, and appurtenances being hereinafter collectively referred to as the "Property"), for the consideration and upon the terms and conditions hereinafter set forth.
ARTICLE II
PURCHASE PRICE

Amount of Purchase Price

2.01. The purchase price (herein called the "Purchase Price") for said Property shall be the sum of FORTY THOUSAND DOLLARS ($40,000). As further consideration for the Property, Purchaser agrees to install a 6' solid face fence along the northern boundary of the Property within 24 months of the Closing Date.

Deposit

2.02. Purchaser shall deposit with Harrison Sale McCloy, Chtd. the sum of Five Thousand Dollars ($5,000.00) as an Escrow Deposit that shall be credited to the Purchaser at Closing.

Payment of Purchase Price

2.03. Purchaser shall pay at Closing the sum of Thirty Five Thousand Dollars ($35,000) in cash or certified funds.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligation of Purchaser hereunder to consummate the transaction contemplated hereby is subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the closing):

Title Commitment

3.02. Five (5) days prior to Closing, Purchaser shall secure, at Purchaser's expense, a title insurance commitment ("Title Commitment"). The Title Commitment shall commit to issue to
Purchase an owner's title insurance policy in an amount equal to the total Purchase Price of the Property upon recording of the deed hereinafter called for, free and clear of all liens and encumbrances except the standard exceptions or qualification usually printed in the title insurer's commitment form and permitted exceptions identified herein. Purchaser shall have five (5) days from the date of receiving the Title Commitment to examine same and, if the title is found to be defective, Purchaser shall, within (2) days, notify Seller in writing specifying the defects and Seller shall have thirty (30) days from receipt of notice within which to cure said defects. If Seller is unsuccessful in removing the defects within that time to the reasonable satisfaction of Purchaser, Purchaser shall have the option of either (i) accepting title as it then is, including the title defect, or (ii) terminating this Contract whereupon Purchaser and Seller shall be released from all obligations under the Contract. Seller agrees that it will in good faith use due diligence to correct the title defect within the time provided but Seller shall not be obligated to expend any of Seller’s funds to correct any such title defect.

Access and Inspection Rights

3.03. Purchaser may, prior to the Closing Date, personally or through its employees, representatives and consultants, make such inspections, tests and investigations of the Property (including, without limitation, environmental inspections, borings and physical samplings) as Purchaser deems necessary or desirable, and Seller shall cooperate fully in such inspections, tests, investigations and examinations and shall instruct its employees, representatives and agents to cooperate fully. Such inspections, tests, investigations and examinations shall be done at reasonable times and under reasonable circumstances.
Furthermore, from and during this Contract, Purchaser shall have the right to enter upon the
Property for purposes of conducting any such inspections, tests, and investigations of the Property as
Purchaser deems necessary or desirable and such right in Purchaser shall extend to Purchaser's
agents, representatives, consultants, and contractors. Any damage to the Property or improvements
caused by any such entry, inspections, tests, or investigations shall be repaired immediately by
Purchaser. Purchaser shall indemnify Seller and hold Seller harmless from and in respect of any
loss, costs, damage or expense as a result of any claim asserted against Seller arising out of such
entry, inspections, tests or investigations.

Purchaser understands that it is purchasing the Property in "as-is, where-is" condition and that
no stated or implied representations or warranties of any nature whatsoever have been made by the
Seller pertaining to the size, shape, location or condition of the Property, or pertaining to the site,
environmental matters, toxic waste, radon gas, etc.

ARTICLE IV
CLOSING

4.01. The Closing shall be at the offices of Harrison Sale McCloy, 304 Magnolia Avenue,
Panama City, Florida, on or before December 31, 2015, unless the parties agree in writing to another
date and place for Closing.

4.02. Real property taxes, water rates and sewer charges, and rents, if any, shall be prorated
and adjusted on the basis of thirty (30) days of each month, Seller to have the last day, to the date of
Closing. Taxes for all prior years shall be paid by Seller. If the Closing shall occur before the tax
rate is fixed for the then-current year, the apportionment of taxes shall be upon the basis of the tax
rate for the preceding year applied to the latest assessed valuation, with the proration to be adjusted
between the parties based on actual taxes for the year in which Closing occurs at the time such actual taxes are determined. Assessments, either general or special, for improvements completed prior to the date of Closing, whether matured or unmatured, shall be paid in full by Seller. All other assessments shall be paid by Purchaser.

4.03. At the Closing, Seller shall:

(a) Deliver to Purchaser a duly executed and acknowledged special warranty deed conveying good and marketable title in fee simple to all of the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, and restrictions, other than the mortgage and liens in favor of The Bank which Seller shall discharge or release prior to Closing.

(b) Deliver to Purchaser an Affidavit of Non-Foreign Status of Seller executed by Seller.

(c) Deliver to Purchaser and the Closing Agent affidavits by knowledgeable persons that there are no liens and encumbrances, existing or contingent, against the Property.

(d) Deliver to Purchaser possession of the Property.

4.04. At the Closing, Purchaser shall:

(a) Deliver to Seller the cash portion of the Purchase Price.

4.05. Each party shall pay any attorney's fees incurred by such party. Purchaser shall pay for the following: documentary tax stamps affixed to the Deed; the cost of the Title Insurance Policy and related charges for examination, search and closing; and the cost of recording the Deed. All other costs and expenses of Closing the sale and purchase and loans shall be borne and paid by the party requesting the item or service.
ARTICLE V

LEGISLATIVE ACTION

5.01. This agreement and purchase is wholly contingent upon the Panama City Beach City Council voting to approve this Contract on or before December 10, 2015. If the decision is "yes," this Contract shall continue in full force and effect. If the decision is "no," this Contract shall terminate and neither party shall have any further obligations hereunder.

ARTICLE VI

BREACH BY SELLER

6.01. If Seller fails or refuses to comply fully with the terms of this Contract, because of failure to clear title, as outlined in Paragraph 3.02 contained herein, to Property or for any other cause other than Purchaser's default, Purchaser may, at its option, (a) rescind this Contract and recover from Seller the Deposit, or (b) proceed with this Contract and take the Property as-is, or (c) pursue a suit for specific performance.

ARTICLE VII

BREACH BY PURCHASER

7.01. If Purchaser shall default in the performance of any of the terms and conditions of this Contract, or if the Closing shall not occur through the fault of Purchaser, Seller may, as their sole remedy, retain the Deposit as liquidated damages, and this Contract shall be cancelled.
ARTICLE VIII
MISCELLANEOUS

Survival of Covenants

(a) The terms of this Agreement shall merge into the closing documents, notably, the deed, and shall not survive the Closing.

Notice

(b) Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to the Seller or the Purchaser, as the case may be, at the addresses set forth herein below:

IF TO SELLER:

Greg Brudnicki

IF TO PURCHASER:

Mario Gisbert, City Manager
City of Panama City Beach
110 South Arnold Road
Panama City Beach, Florida 32407

With Copy To:

Amy E. Myers, Esquire
Harrison Sale McCloy
304 Magnolia Avenue
Post Office Box 1579
Panama City, Florida 32402

Governing Law and Jurisdiction
(c) This Contract shall be construed and enforced in accordance with the laws of the State of Florida.

Parties Bound

(d) This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

(e) In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Integration

(f) This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter. This Contract cannot be modified or changed except by the written consent of all of the parties.

Time of Essence

(g) Time is of the essence of this Contract. All times calculated in days hereunder shall be calendar days.

Attorney's Fees

(h) Any party to this Contract which is the prevailing party in any legal proceeding against any other party to this Contract brought under or with relation to this Contract or
transaction shall be additionally entitled to recover court costs and reasonable attorneys' fees from the non-prevailing party.

Gender and Number

(i) Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Date of Contract

(j) The term "date of this Contract" as used herein shall mean the latest of the dates on which this Contract is fully signed by Seller or Purchaser, as indicated by their signatures below, which latest date shall be the date of final execution and agreement by the parties.

(k) Notwithstanding anything herein to the contrary, Seller's obligations under this Contract are specifically conditioned upon Seller's ability to procure from First Capital Bank, its successors and assigns and First City Bank, its successors and assigns, partial releases of the existing mortgages encumbering the Property in favor of both banking institutions. In the event Seller is unable to procure said partial releases, Seller shall so notify Purchaser and thereafter this Contract shall be null, void and of no further force or effect and the Escrow Deposit shall be returned to Purchaser.
Executed on the dates set forth at the signatures of the parties hereto.

DATED as to Seller this _______ day of ____________, 2015.

SELLER:
JOAN MARIE BRUDNICKI

Witnesses

Witnesses

DATED as to Purchaser this _______ day of ____________, 2015.

PURCHASER:
PANAMA CITY BEACH, FLORIDA

ATTEST:

Diane Fowler, City Clerk

By:
Mario Gisbert, City Manager
Legal Description:

THE NORTH FORTY FEET OF THE FOLLOWING PARCEL DESCRIBED IN ORB 1701 PAGE 1883:

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Check Adjustment Totals: 48,801,434.50  0.00  48,801,434.50

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:
To amend the street department and wastewater department budgets for the purchase of land located at 229 Fairway Blvd.

Purchase price of $40,000 plus closing and other costs estimated at $10,000
(appraisal $1,750, closing $3,000, legal $3,000 and other miscellaneous $2,250)

ROUTING FOR APPROVAL

_________________________________________ DEPARTMENT HEAD ____________ DATE

_________________________________________ CITY MANAGER ____________ DATE

_________________________________________ FINANCE DIRECTOR ____________ DATE

BF 10 11/3/2015 2:53 PM
REGULAR AGENDA
ITEM #11,

PARTICIPATORY
PAVING PROGRAM
Qualification Requirements

- Road must be County owned or maintained
- Road improvement project must connect to a publicly owned paved road
- Paving must be from intersection to intersection or where the right of way ends
- A majority of the abutting property owners must agree to the paving project and not more than 40% of the owners can object to the project.

Public Works Department
Engineering Division
Bay County Government Center
840 West 11th Street, Suite 2400
Panama City, Florida 32401-2336
Phone: (850) 248-8301
Fax: (850) 248-8343

www.baycountyfl.gov/engineering/paving
What is the Participating Paving Program?

Bay County is a great place to live, work and raise a family. The County is growing rapidly, and the demand is increasing every day on our road systems. Bay County has over 700 miles of roads with approximately 250 of them unpaved.

With the growth in population also comes an increase in vehicular traffic. There is not enough funding to pave all the unpaved roads. In 1989 Bay County adopted the "Participating Paving Ordinance" found in Chapter 21 of the Bay County Code. The program was developed and designed to pave roads in areas that would not be paved for a long period of time due to the lack of funds and the increase in costs of maintenance on existing roads. The County’s goal is to continue to improve our communities and to use our tax dollars as wisely as possible.

With the help and assistance of the property owners the cost of this program can be shared with the County and can improve our communities and make our tax dollars go further for everyone. We all benefit.

How is a Participating Paving Program project initiated?
Property owners initiate a project by calling 850-248-8301.

What are the benefits to road stabilization?
- Less wear & tear on vehicles.
- Less dust.
- Better drainage.
- Better access to your property.
- Enhanced serviceability during periods of inclement weather.
- Better maintenance and upkeep.

Who maintains the road after paving?
Bay County Roads & Bridges Division.

What is the life expectancy of the road?
Superpave Asphalt Concrete has an approximate life span of 15 to 20 years.

As a property owner, how much do I have to pay and when?
The County pays 60% of the cost of construction. Property owners pay 40% plus an administrative fee. After the project is complete, payment in full can be made during a sixty day interest free period or a standard five year (60 month) repayment plan is available with an interest rate of one percent above the Prime Rate (not exceeding 6%).

Are there provisions for property owners financially unable to make the payment in full or payments under the five year repayment plan?
Yes, the County will evaluate a "hardship" on a case by case basis and individual determinations will be made.

www.baycountyfl.gov/engineering/paving
NOW THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Bay County, Florida as follows:

SECTION 1. Chapter 21, Article II, Special Assessments of the Bay County Code is amended with additions being identified as underlined text and deletions as strikethroughs as follows:

ARTICLE II. PARTICIPATING PAVING PROGRAM.

Section 21-56. Legislative intent.

The intent of the board of county commissioners (the "board") is to make available a means whereby the many adjoining property owners of a county road within a section of the unincorporated areas of the county may cooperate with one another and the county for the purpose of expediting paving of dirt roads, resurfacing existing roads, and construction of associated drainage. This article is not designed, nor is it the intent of the board in adopting it, to provide a means of financing land development for a single or small group of landowners. The intent of the board is for this Participating Paving Program ("PPP") to be a voluntary program that is initiated by the property owners adjoining a county road.

Section 21-57. Reserved.

Section 21-58 Territorial applicability of article.

This article shall be applicable throughout the unincorporated area of the county.

Section 21-59 Reserved. Section 21-60. Definitions.

In this ordinance, the term "administrative costs" means the costs for utilizing County Staff for the design, construction management and administration of the Bay County PPP associated with administering the objectives of this ordinance; "Adjoining property owners" means all record titleholders of all property that abuts the road improvement project. "Project costs" means the total costs associated with the administration, planning, design and construction of a road improvement project, including the administrative costs; "county engineer" means the
director of public works when they possess a professional engineer registration in the State of Florida; "Road improvement project" shall mean the paving or resurfacing and construction of associated drainage of a county owned or maintained road. The road improvement project must connect to a publicly owned paved road and shall connect from intersection to the next intersection or where the county right-of-way, easement, or maintenance claim ends.

Section 21-61. Service of notices.

Any notice mailed by U.S. mail to any adjoining property owner to the address to which ad valorem property tax notices are mailed shall be presumed valid and effective for purposes of this article regardless of whether or not such notice was actually received.

Section 21-62. Payment for improvements; assessing benefits.

Payment for improvements made pursuant to this section shall be specially assessed against the property abutting the road improvement project. These special assessments shall be apportioned among all adjoining property owners based on (i) an equal amount per front foot of property abutting the road improvement project, or (ii) on a per parcel basis of real property abutting the road improvement project, or (iii) such other method as the board may prescribe. The board does hereby determine that there shall be a public benefit resulting from improvements made pursuant to a PPP; provided, however, the board finds that the adjoining property owners shall pay forty percent (40%) of the road improvement project costs representing the private benefit resulting from a road improvement project. The board may, however, use public funds sixty percent (60%) or greater to pay for a portion of the road improvement project. When lots are assessed on a per front foot basis, corner lots are to be assessed on a per foot assessment on the access side of the lot adjoining the street. In the event that the project entails paving of multiple streets adjoining a corner lot and the owners has a driveway on each street, the corner lot owner will be assessed for the front footage on each street, unless otherwise determined by the board.

Section 21-63. Proceedings - Initiation.

Any adjoining property owner may request a PPP under this article. The request shall require validating if the property meets eligibility criteria, selection of an adjoining property owners' representative, and circulation of petitions to all adjoining property owners. The adjoining property owners shall provide the name, phone number, and address of their representative. A voluntary proceeding under this article is The adjoining property owners' representative's responsibility is to lead the efforts to get signatures on the project petition and
communicate with the county staff. The adjoining property owners representative's responsibilities end once a valid petition is submitted to county staff and presented to the board. Prior to the initiation of the petition process, the county manager's designee shall determine, based on the adjoining property owners' input, whether the petition shall be based on front footage or abutting per parcel. Upon receipt of a petition signed by a simple majority of the adjoining property owners the project becomes eligible for a public hearing. Upon board approval of the project county staff will use public notices, meetings, mailings, etc., to communicate with all benefited property owners. The use of a single person, a small group, or a board to speak for all property owners during the design, construction, acceptance, and warranty phase of the project is not appropriate.

Sec. 21-64. County engineer's duties prior to setting the public hearing; preliminary assessment roll.

(a) The county engineer shall determine whether there is sufficient public right-of-way to construct the road improvements according to applicable county standards. If sufficient public property does not exist, the county engineer shall notify adjoining property owners of the additional right-of-way that must be obtained to proceed with the road improvement project.

(b) The county engineer will simultaneously determine an estimate of the project costs to include administrative fees in the amount estimated necessary by the county engineer to compensate for the administrative cost. The adjoining property owners shall be notified that the purpose of the administrative fee is to pay for the costs associated with the use of the county staff on the road improvement project and the PPP, including but not limited to, the cost to complete construction drawings and specifications and to cover the costs of advertising and mailing notices of hearings.

(c) The county engineer shall prepare a preliminary assessment roll based on the estimate of project costs. All assessment rolls shall show the lots and lands assessed to pay the project costs and the amount of the assessment to each. The assessment roll shall show the percentage of public and private benefits and shall detail the method of assessment.

Sec. 21-65. Initial public hearing.

(a) Upon receipt of a petition for a voluntary proceeding that complies with section 21-63 herein, the County Engineer shall submit the petition and an estimate of the cost of the proposed road improvement project to the board at a public hearing on the project. At the time set for the public hearing, the board shall hear any objections of interested persons and shall make a
determination as to whether the road improvement project is in the best interests of the health, safety and welfare of the people of Bay County. The board may also make a determination that the public benefit of the road improvement project warrants a contribution of county funds above sixty percent (60) described in section 21-62 herein, and modify the payment obligations of the adjoining property owners set forth in section 21-62 herein by determining the amount of county funds to be used to pay a portion of the project costs; provided, however, the board shall not make such a determination unless such determination is made by a super majority of the board members present and voting, and the board makes specific findings that:

(1) Such improvement project is substantially different from other road improvement projects submitted pursuant to this article;

(2) It is necessary in the interest of public health, safety and welfare to have such road improvement project; and

(3) Such road improvement project will not be constructed unless the public and private benefit percentages are adjusted.

(b) If at the public hearing the board has received written communications objecting to the road improvement project from adjoining property owners who together own more than 40 percent of the front footage abutting the road improvement project or more than 40 percent of all property abutting the road improvement project, the board may determine to not proceed further with the Road Improvement Project or it may continue the public hearing once for a time period not to exceed 60 days. If, however, at the continued public hearing the board has received written communications objecting to the road improvement project from adjoining property owners who together own more than 40 percent of the front footage abutting the road improvement project or more than 40 percent of all property abutting the road improvement project, the board may not proceed further with the road improvement project.

(c) After receiving comments from the public and adjoining property owners at the public hearing, the board may adopt the preliminary assessment roll, authorize the county engineer to proceed with the road improvement project pursuant to the procedure stated in this article, and adopt the interest rate recommended by the finance office. The resolution adopting the preliminary assessment roll shall be recorded in the official records of Bay County. The board shall authorize staff to advertise requests for proposals and bids for engineering, construction and financing of the road improvement project, and to record a notice of pendency of lien of the road
improvement project, along with the preliminary assessment roll, in the public records of the county.

(d) Notice of the public hearing shall be published once, on or before, ten days prior to the date of the public hearing, in a newspaper of general circulation. In addition, notice shall be mailed by U.S. mail to the adjoining property owners 30 days prior to the date of public hearing. The notice to the adjoining property owners shall include:

(1) A brief description of the road improvement project;

(2) The bay county property appraiser's parcel identification number of the specifically benefitted property;

(3) The proposed or final administrative fee and the estimated or final cost of the proposed project and owner's assessments;

(4) The proposed action to be considered by the board;

(5) An explanation that if adjoining property owners, who together own more than 40 percent of the front footage abutting the road improvement project or more than 40 percent of all property abutting the road improvement project, advise the board in writing objecting to the road improvement projects at or prior to the hearing, the board may determine to not proceed further with the road improvement project or it may continue the public hearing once for a time period not to exceed 60 days; and

(6) The time, date and place of the hearing.

Sec. 21-66. Preparation of plans; request for bids; second public hearing.

(a) Upon receiving authorization at the public hearing to proceed with a project under this article, the county manager shall direct the county engineer to prepare the plans and specifications for the road improvement project or to publish requests for proposals for engineering services to hire a consultant to prepare the plans and specifications for the road improvement project.

(b) The plans and specifications shall be prepared by the county engineer or consultant and, if by the consultant, shall be submitted to the county staff. The county shall consider construction, financing, scheduling, coordination and any special requirements of the road improvement project, and shall proceed according to policies or procedures that may be established by the board.

(c) The county staff shall publish requests for bids for construction of the road improvement project pursuant to the plans and specifications prepared by the county engineer or

AGENDA ITEM #
consultant. Awards for construction and financing of the road improvement project shall be made pursuant to state law.

(d) If the projected final project cost is less than or equal to 125 percent of the previous estimated project cost prepared by the county engineer pursuant to section 21-65, the board may award the construction contract without calling a public hearing as provided in this section. If, however, the projected final project cost is more than 125 percent of the previous estimated project cost prepared by the county engineer pursuant to section 21-65, then the board shall hold an additional hearing.

(e) If an additional public hearing is held pursuant to subsection (d) and if at the additional public hearing the board has received written communications objecting to the road improvement project from adjoining property owners who together own more than 40 percent of the front footage of the property abutting the road improvement project or more than 40 percent of all property abutting the road improvement project, the board shall not proceed further with the improvement project. Once a project is approved at either a first or additional public hearing, and a contract is awarded, then any increase in project costs greater than 125 percent of the approved project cost must be approved by the board, but will not require further public hearings.

(f) Notice of the additional public hearing, if held pursuant to subsection (d) of this section, at which the award of the construction contract may be made, shall be published in accordance with section 21-65(d).

Sec. 21-67. Final assessment roll; final public hearing; levy of assessment.

(a) Upon completion of the road improvement and ascertainment of the final project costs of a road improvement project, the county engineer shall prepare a final assessment roll and shall submit such assessment roll to the board for approval. At a public hearing, the board shall adopt a resolution levying assessments against the property abutting the improvement project as set forth in the final assessment roll submitted by the county engineer or as amended by the board. Upon adoption of the resolution, it shall be recorded in the official public records of the county.

(b) Notice of the final public hearing required by this section shall be published once in accordance with section 21-65(d).
Sec. 21-68. Payment.

Assessments made pursuant to this article shall become due and payable at the finance office in the office of the county clerk at the county courthouse 60 days after the levy of the assessment. Each adjoining property owner shall have the option of paying the assessment in one lump sum within 60 days after levy of the assessment or in not more than 60 equal monthly installments. If paid in full on or before 60 days after the final hearing there will be no interest charged. Installment payments shall have an interest rate as established by the board based on the recommendation of the clerk's county finance office at the initial public hearing. No penalty will be assessed for prepayment of the assessment. The finance office upon receipt of documented hardships may structure an alternate payment plan on an individual basis to allow those with hardships to pay for the road improvements. Any assessment becoming so payable in installments may be paid at any time, together with interest accrued thereon to the date of payment in full.

As an alternative method of collection of assessments in lieu of the foregoing, the board may use the uniform method pursuant to the Uniform Assessment Collection Act pursuant to F.S. §§ 197.3632 and 197.3635, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

Any installment payments that are delinquent 12 months or more shall be collected pursuant to the Uniform Assessment Collection Act and this Code.

Sec. 21-69. Assessment to constitute lien.

The assessment provided for in this article shall constitute a lien upon the property assessed from the date of the adoption of the preliminary assessment roll. Failure to pay any installment of principal or interest, or any assessment, when such installment shall become due shall constitute a default by the property owner; the county then without notice or other proceedings cause all installments or principal remaining unpaid to be forthwith due and payable with interest due thereon at the date of default and further interest as provided in this section. Upon default, such assessment shall be collectible in the same manner as liens for taxes and with the same attorney's fee, interest and penalties for default in payment and under the same provisions as to sale and forfeiture as apply to general county taxes. Collection of such assessments, with such interest and penalties and with a reasonable attorney's fee, may also be made by the county by proceedings in circuit court to foreclose the lien of the assessments as a
lien for mortgages is or may be foreclosed under the laws of the state. The county may lawfully join, in any bill for foreclosure, any one or more lots or parcels of land, owned by the property owner in default, if assessed for the same Improvement. Prior to the sale, the property may be redeemed by paying the amount owing due to the default.

Sec. 21-70. Assessment roll may be admitted as evidence.

A copy of an assessment roll certified as correct by the county clerk may be admitted as evidence and shall be prima facie proof of the amount of the assessment and the property upon which, the assessment is levied.

Sec. 21-71. Reserved Sec. 21-72. Alternative Process. The provisions of this article are an alternative, voluntary method for paving of dirt roads, resurfacing existing roads, and construction of associated drainage, and are not intended to limit or replace any other provision of this code regarding public infrastructure or special assessments. SECTION 2. SEVERABILITY. It is hereby declared to be the intent of the Board of County Commissioners of Bay County, Florida that if any section, subsection, clause, phrase, or provision of this Ordinance is held invalid or unconstitutional, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

SECTION 3. CODIFICATION. It is the intention of the Board, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the Bay County; that the sections of this Ordinance may be renumbered or relabeled to accomplish such intentions; and that the word “Ordinance” shall be changed to “Section” or other appropriate word.

SECTION 4. EFFECTIVE DATE. A certified copy of this Ordinance as enacted shall be filed by the Clerk of the Board with the office of the Secretary of State of the State of Florida within ten (10) days after enactment, and this Ordinance shall take effect immediately in accordance with SEC. 125.66 (2), Florida Statutes.
PASSED AND ADOPTED this 3 day of December, 2013.

BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA

Guy M. Tunnell, Chairman

ATTEST:

Bill Kinsaul, Clerk of Court

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Terrell K. Arline, County Attorney
REGULAR AGENDA
ITEM #12,
RESOLUTION 16-23
RESOLUTION 16-23

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, APPROVING CONSTRUCTION DRAWINGS FOR THE NORTH PIER PARK DRIVE ROADWAY EXTENSION AND LOOP ROAD PROJECT AND AUTHORIZING THE APPROPRIATE OFFICERS OF THE CITY TO EXECUTE, DELIVER AND ACCEPT THE DOCUMENTATION NECESSARY TO EFFECT THE CONVEYANCE OF LAND FOR THE PROJECT.

WHEREAS, on March 26, 2015, the City of Panama City Beach adopted Resolution 15-81, approving that certain Conveyance Agreement with The St. Joe Company (the “Agreement”) related to the construction of a North Pier Park Roadway Extension and Loop Road connecting North Pier Park Drive and State Road 79, and the conveyance of land to the City for such project; and

WHEREAS, St. Joe has submitted 90% construction drawings and a legal description for the proposed Project for the City Council’s approval, as contemplated by that Agreement; and

WHEREAS, the City has reviewed the construction drawings and found them to be consistent with the Project contemplated by the Agreement and with the 60% design plans previously submitted; and

WHEREAS, the City has reviewed the legal description and found it to be consistent with the Project contemplated by the Agreement.

NOW THEREFORE, BE IT RESOLVED that:

1. The City Council of the City of Panama City Beach does hereby approve the 90% construction drawings for the North Pier Park Roadway Extension and Loop Road submitted by the St. Joe Company dated November 2015 and further identified as Project No. 190.248, prepared by Preble Rish, Inc., in accordance with the terms and conditions in said Agreement.

2. The appropriate officers of the City are authorized to execute, deliver and accept on behalf of the City the papers and documents necessary to convey the land described in the attached Exhibit A to the City in accordance with the Agreement.

THIS RESOLUTION shall be effective immediately upon passage.
PASSED in regular session this ___ day of __________, 2015.

CITY OF PANAMA CITY BEACH

By: __________________________
    Gayle F. Oberst, Mayor

ATTEST:

__________________________
Diane Fowler, City Clerk
SEGMENT 2
DESCRIPTION:
A parcel of land lying and being in the Southeast quarter of section 7, Township 3 South, Range 16 West, and the Southwest quarter of Section 8, Township 3 South, Range 16 West, Bay County, Florida and being more particularly described as follows:
Commence at a 4" by 4" concrete monument No. LBO340 marking the Southeast quarter of section 7, Township 3 South, Range 16 West, Bay County, Florida and proceed North 02 degrees 19 minutes 58 seconds East, along the East boundary line of the Southeast quarter of said Section 7, for a distance of 1,631.49 feet to a point of the South boundary line of a 100 foot Gulf Power Company Electric Transmission Line referred to as the Laguna Beach – Long Beach Transmission Line as recorded in Book 153, Page 567 of the Public Records of Bay County, Florida for the POINT OF BEGINNING; thence leaving said East line proceed along the South boundary line of said Transmission Line as follows: North 59 degrees 09 minutes 16 seconds West, for a distance of 838.33 feet; thence North 58 degrees 39 minutes 10 seconds West, for a distance of 825.91 feet to a point of the Easterly Right of Way line of Highway 79 (Right of Way varies); thence leaving said South boundary line proceed North 21 degrees 16 minutes 10 seconds East, along the said Easterly Right of Way line, for a distance of 304.70 feet; thence leaving said Easterly Right of Way line proceed South 58 degrees 39 minutes 10 seconds East, for a distance of 877.92 feet; thence South 59 degrees 09 minutes 16 seconds East, for a distance of 2,028.33 feet; thence South 30 degrees 50 minutes 44 seconds West, for a distance of 288.96 feet to a point on a curve concave southeast, having a radius of 882.50 feet, through a central angle of 00 degrees 43 minutes 59 seconds; thence proceed southwesterly along said curve for an arc distance of 11.04 feet, (chord bearing and distance = South 30 degrees 28 minutes 44 seconds West, for a distance of 11.04 feet) to a point of the South boundary line of the aforesaid Gulf Power Company Transmission Line; thence North 59 degrees 09 minutes 16 seconds West, along said South boundary line, for a distance of 767.28 feet to the intersection of said South boundary line with the Easterly boundary line of a 150 foot Gulf Power Company Electric Transmission Line as recorded in Official Records Book 307, Page 215 of the Public Records of Bay County, Florida; thence leaving said South boundary line proceed South 30 degrees 50 minutes 44 seconds West, along the said Easterly boundary line, for a distance of 850.25 feet to a point on the North boundary of property annexed into the City of Panama City Beach per Ordinance No. 615; thence leaving said Easterly boundary line, proceed North 36 degrees 09 minutes 38 seconds West, along said North boundary line, for a distance of 168.36 feet to a point on the Westerly boundary line of said 150 foot Gulf Power Company Transmission Line; thence leaving said North boundary line proceed North 30 degrees 50 minutes 44 seconds East, along said Westerly boundary line for a distance of 950.70 feet to the intersection of said 100 foot Gulf Power Company Electric Transmission Line with the aforesaid South boundary line of the 100 foot Gulf Power Company Electric Transmission Line; thence leaving said Westerly boundary line proceed North 59 degrees 09 minutes 16 seconds West, along said South boundary line, for a distance of 1,574.10 feet to the POINT OF BEGINNING. Containing 29.202 acres, more or less.
PIER PARK DRIVE NORTH ROW PHASE 1

DESCRIPTION PROPOSED RIGHT-OF-WAY (RIGHT-OF-WAY WIDTH VARIES):

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA; THENCE ALONG THE WEST BOUNDARY OF SAID SECTION 17, NORTH 01°33'11" EAST FOR A DISTANCE OF 2130.31 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 98 (PANAMA CITY BEACH PARKWAY - A 200 FEET WIDE RIGHT-OF-WAY); THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: SOUTH 69°52'52" EAST FOR A DISTANCE OF 725.05 FEET TO A POINT OF CURVATURE TO THE RIGHT AND CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY ALONG SAID ARC OF CURVE WITH A RADIUS OF 5661.65 FEET, A DELTA ANGLE OF 15°41'00", (CHORD BEARING SOUTH 62°02'22" EAST A DISTANCE OF 1544.91 FEET) FOR AN ARC DISTANCE OF 1549.74 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 54°11'52" EAST FOR A DISTANCE OF 180.91 FEET; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, NORTH 35°48'08" EAST FOR A DISTANCE OF 200.00 FEET TO THE INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 98 AND THE PROPOSED WESTERLY RIGHT-OF-WAY LINE; SAID POINT OF INTERSECTION ALSO BEING THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL; THENCE ALONG SAID PROPOSED WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES: NORTH 32°04'09" EAST FOR A DISTANCE OF 219.46 FEET; THENCE SOUTH 57°55'51" EAST FOR A DISTANCE OF 11.00 FEET; THENCE NORTH 32°04'09" EAST FOR A DISTANCE OF 529.75 FEET; THENCE NORTH 57°55'51" WEST FOR A DISTANCE OF 18.53 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY ALONG ARC OF SAID CURVE WITH A RADIUS OF 4937.50 FEET, A DELTA ANGLE OF 4°38'27", (CHORD BEARING NORTH 26°54'51" EAST A DISTANCE OF 399.82 FEET), FOR AN ARC DISTANCE OF 399.93 FEET TO THE POINT OF TANGENCY; THENCE NORTH 24°35'17" EAST FOR A DISTANCE OF 143.22 FEET TO A POINT OF CURVATURE CONCAVE TO THE NORTHWEST, THENCE NORTHEASTERLY ALONG ARC OF SAID CURVE WITH A RADIUS OF 1937.50 FEET, A DELTA ANGLE OF 11°48'22", (CHORD BEARING NORTH 18°41'06" EAST A DISTANCE OF 398.52 FEET) FOR AN ARC DISTANCE OF 399.23 FEET TO THE POINT OF TANGENCY; THENCE NORTH 12°46'55" EAST FOR A DISTANCE OF 94.87 FEET; THENCE DEPARTING PROPOSED WESTERLY RIGHT-OF-WAY, SOUTH 77°13'05" EAST FOR A DISTANCE OF 159.13 FEET TO THE PROPOSED EASTERLY RIGHT-OF-WAY LINE AND THE WESTERLY BOUNDARY OF PALMETTO TRACE PHASE FOUR AS FOUND IN PLAT BOOK 21, PAGE 48, OF THE PUBLIC RECORDS OF BAY COUNTY, THENCE ALONG SAID WESTERLY BOUNDARY AND THE SOUTHWESTERLY EXTENSION THEREOF AND THE PROPOSED EASTERLY RIGHT-OF-WAY LINE, SOUTH 18°29'03" WEST FOR A DISTANCE OF 623.79 FEET; THENCE SOUTH 32°04'09" WEST FOR A DISTANCE OF 1220.12 FEET TO THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 98, THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 54°11'52" WEST FOR A DISTANCE OF 111.24 FEET TO THE POINT OF BEGINNING. SAID PARCEL LYING IN AND BEING A PORTION OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA. CONTAINING 5.256 ACRES, MORE OR LESS.
REGULAR AGENDA

ITEM #13,

RESOLUTION 16-25
RESOLUTION 16-25

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA; AUTHORIZING A BUDGET AMENDMENT TO PROVIDE FOR THE RECEIPT OF $25,000 FROM THE FDOT COMPREHENSIVE TRAFFIC ENFORCEMENT GRANT; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the City has received notification of award of the FDOT Comprehensive Traffic Enforcement Grant (CTEP) PT-16-12-01 in the amount of $25,000 for overtime salaries and benefits; and

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 #5 is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2015, and ending September 30, 2016, 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 ___________, 2015.

CITY OF PANAMA CITY BEACH

By ________________________________

GAYLE F. OBERST, MAYOR

ATTEST:

DIANE FOWLER, CITY CLERK
**CITY OF PANAMA CITY BEACH**  
**BUDGET TRANSFER FORM BF-10**

<table>
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<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>
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<tr>
<td>TO</td>
<td>001-0000-331.20-40</td>
<td>Federal Grant Comprehensive Traffic Enforcement Program</td>
<td>0.00</td>
<td>(25,000.00)</td>
<td>(25,000.00)</td>
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<td>TO</td>
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**Check Adjustment Totals:**  
1,428,078.00  
0.00  
1,428,078.00

**BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:**

To amend the budget to reflect the award of federal funds for a Comprehensive Traffic Enforcement Program and to appropriate those funds for allowable expenses - overtime and related benefits

**ROUTING FOR APPROVAL**

<table>
<thead>
<tr>
<th>DEPARTMENT HEAD</th>
<th>DATE</th>
<th>CITY MANAGER</th>
<th>DATE</th>
<th>FINANCE DIRECTOR</th>
<th>DATE</th>
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*Exhibit A*
To: Mario Gisbert, City Manager

From: Drew R. Whitman, Chief of Police

Date: November 4, 2015

Topic: City Council Agenda Item- Budget amendment FDOT Grant $25,000

I would like to respectfully request the following budget amendment be placed on the agenda for the upcoming City Council meeting on Thursday, November 12, for consideration by City Council.

I am requesting the City Council to approve a budget amendment in the amount of $25,000 which was awarded to our city under the FY2016 FDOT Comprehensive Traffic Enforcement Grant (CTEP) PT-16-12-01. This grant is authorized for overtime salaries and benefits for saturation enforcement activities. Please see the attached letter prepared by Captain McClanahan, who is responsible for the hard work in obtaining this grant for our Police Department and City.

Thank you for your time and consideration in this request.

Respectfully,

Drew R. Whitman
Chief of Police

cc: City Council members
Jo Smith
Holly White
To: Drew R. Whitman  
Chief of Police

From: Captain Rich McClanahan  
Grants

Date: November 3, 2015

RE: FY2016 PCBPD Comprehensive Traffic Enforcement Program (CTEP) PT-16-12-01

Chief,

The Florida Department of Transportation (FDOT) has granted our agency $25,000.00 for highway safety funds. The award is for the purpose of implementing the FY2016 PCBPD Comprehensive Traffic Enforcement Program. FDOT anticipates awarding our agency an additional $75,000.00 upon availability of additional highway safety funds. Attached is a copy of the award letter, approved sub-grant, and agreement. The effective date of the sub-grant agreement is October 27, 2015, through September 30, 2016. Part V of the sub-grant agreement entitled “Acceptance and Agreement”, contains the legal conditions of the sub-grant. The sub-grant amount of $25,000.00 is specifically for the sole purpose of providing overtime salary and benefits for FDOT approved CTEP activities. (Benefits are defined at FICA and Pension.)

Capt. Rich L. McClanahan  
Admin. Commander/Grants
October 27, 2015

Chief Drew R. Whitman
City of Panama City Beach Police Department
17110 Firenzo Avenue
Panama City Beach, FL 32413

RE: PCBPD Comprehensive Traffic Enforcement Program
Project Number: PT-16-12-01
DOT Contract Number: G0515

Dear Chief Whitman:

Your application to the Florida Department of Transportation for highway safety funds has been approved. We are pleased to make this award in the amount of $25,000 for the purpose of implementing the PCBPD Comprehensive Traffic Enforcement Program. We anticipate awarding your agency an additional $75,000 upon availability of additional highway safety funds.

A copy of the approved sub-grant 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 sub-grant agreement is October 27, 2015, and only those costs incurred on or after that date and on or before September 30, 2016 are eligible for reimbursement.

Please review Part V of the sub-grant agreement entitled “Acceptance and Agreement.” This section contains the legal conditions of your subgrant and has changed significantly from previous years.

We look forward to working with you on this project. If you have any questions or need assistance, please contact your Program Manager Pete Cohen (850)414-4026, who will be coordinating this activity.

Sincerely,

Chris Craig, CPM
Traffic Safety Administrator

CC/pc
Enclosures
cc: Contract File
Financial File
State of Florida Department of Transportation
Funds Approval

Contract #G0515  Contract Type:
Vendor Name: CITY OF PC
Vendor ID: VP596000404001
Beginning date of this Agmt: 10/01/15
Ending date of this Agmt: 09/30/16

Action: ORIGINAL  Funds have been: APPROVED

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<th>*OBJECT</th>
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TOTAL AMOUNT: $25,000.00

Funds approved/reviewed for Robin M. Naitove, CPA, Comptroller
Date: 09/28/2015
**For F.D.O.T Use Only**

**Project Number:** PT-16-12-01  
**FDOT Contract Number:** G0515

**Federal Funds Awarded:** $25,000.00  
**FDOT DUNS Number:** 80-939-7102

**Subgrant Award (Start) Date:** 10/27/15  
**Subgrant End Date:** 9/30/2016

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### Part I: GENERAL ADMINISTRATIVE INFORMATION

(See Instructions)

1. **Project Title:** PCBPD Comprehensive Traffic Enforcement Program
2. **Federal Funding:** $25,000.00  
   **Match:** $0.00  
   **Total Cost:** $25,000.00
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:** 17110 Firenzo Avenue
   - **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:** 018095984

7. **Chief Financial Officer:**
   - **Name:** Holly White
   - **Address Line 1:** 110 South Arnold Road
   - **City:** Panama City Beach
   - **State:** FL
   - **Zip:** 32413
   - **Telephone Number:** (850) 233-5100 ext.
   - **E-Mail Address:** hwhite@pcbgov.com

8. **Project Director:**
   - **Name:** Rich L. McClanahan, Captain
   - **Address Line 1:** 17110 Firenzo Avenue
   - **City:** Panama City Beach
   - **State:** FL
   - **Zip:** 32413
   - **Telephone Number:** (850) 233-5000 ext.
   - **E-Mail Address:** rmcclanahan@beachpolice.org

9. **Financial Reimbursement Contact:**
   - **Name:** Holly White
   - **Title:** City Clerk
   - **Address Line 1:** 110 South Arnold Road
   - **City:** Panama City Beach
   - **State:** FL
   - **Zip:** 32413
   - **Telephone Number:** (850) 233-5100 ext.
   - **E-Mail Address:** hwhite@pcbgov.com

10. **Project Activity Contact:**
    - **Name:** Rich L. McClanahan
    - **Title:** Administrative Captain
    - **Address Line 1:** 17110 Firenzo Avenue
    - **City:** Panama City Beach
    - **State:** FL
    - **Zip:** 32413
    - **Telephone Number:** (850) 233-5000 ext.
    - **E-Mail Address:** rmcclanahan@beachpolice.org

11. **Payment Remittance Address:**
    - **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
5. Milestones (Use form provided)

Statement of the Problem:

According to the latest Florida Highway Safety Matrix (published on 01/15/2015) - Ranking of Florida Cities, (Group 3 - Populations 3,000 - 14,999), which ranked fatal and injury crashes in 123 cities between 2009 and 2013, Panama City Beach ranked number one in motorcycle and pedestrian crashes; number 2 in impaired driving-related crashes, number 4 in speed-related crashes, and teen driver involved crashes, number 6 in aggressive driver-related crashes, number 20 in occupant protection and bicycle-related crashes, number 26 in overall fatal & injury crashes, and number 52 in the drivers 65+ category. To summarize, Panama City Beach ranked in the top 25% of every category on the matrix, with the exception of drivers 65+. In the last three years, the Panama City Beach Police Department has investigated 6,888 crashes. Of those, 6 have resulted in fatalities, and 541 have resulted in injuries. The following data is supplied by the Department's in-house software: USA Software, Inc.

The following is a summary of the Panama City Beach Police Department from 10/01/2011 to 09/30/2014:

<table>
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<th>Fiscal Year</th>
<th>Citations</th>
<th>DUI Arrests</th>
<th>Crashes</th>
<th>Speeding Citations</th>
<th>Seat Belt Citations</th>
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<td>96</td>
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<td>1159</td>
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<td>2013-2014</td>
<td>4,414</td>
<td>123</td>
<td>2,484</td>
<td>668</td>
<td>235</td>
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</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; which has caused our traffic crash numbers to increase. 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 2012 fiscal year was 2,218, and in fiscal year 2013, that number declined to 2,186, which was a 1.4% decrease. However during the fiscal year 2014, that number rose to 2,484, which was a 13.6% increase from the prior year. The total number of traffic citations in the fiscal year 2012 was 7,645, and decreased to 5,625 (26% decrease) during the fiscal year 2013. During the fiscal year 2014 there were 4,414 total citations; which was a decrease of 21% from the prior year. This is a reflection of increased saturation patrols, contacts, and education efforts. In the fiscal year 2012, there was a total of 96 Driving Under the Influence (DUI) arrests, and in fiscal year 2013, there were 161 DUI arrests. This was a 68% increase from the previous year. During the fiscal year 2014, there were 123 DUI arrests, which is a 23% decrease from the prior year. This can be attributed to the increased in saturation patrols, which is having a positive impact on traffic crash fatalities (which were 0 during fiscal year 2014) through our combined efforts with the FDOT. The decrease in citations, DUI’s, speed, and seatbelt tickets, are due to the effectiveness of the saturation patrol and education measures.

Based on the evaluation of citations issued by the Panama City Beach Police Department from fiscal years 2012 – 2014, the Department's resources are mostly dedicated to the traffic violations such as DUI, vehicle crashes, DUI manslaughter, hit and run crashes, seatbelt violations, sound violations, careless driving and driving with expired tags/insurance, which leaves very few resources/equipment for speed control. The average ratio of speed control citations issued by the Panama City Beach Police Department during the fiscal years 2012 – 2014 is approximately 15%. The primary reason for the low rate of speed control enforcement is due to a lack of adequate speed control equipment and speed enforcement saturation patrols.

All of the increases in traffic enforcement were greatly in part due to a very successful FDOT Subgrant for Comprehensive Traffic Enforcement And Education Program (CTEP) that was in effect from 10/2011-9/2012 and a DUI Enforcement grant
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
5. Milestones (Use form provided)

from 10/2012-9/2013, and a continuing CTEP grant for overtime and saturation patrols in 2014. All of these programs have been extremely successful and we would like to continue our efforts. Between fiscal years 2012-2014, the Panama City Beach Police Department has conducted 25,072 traffic stops and issued 17,684 citations and made 380 DUI arrests. These large numbers resulted in a 100% decrease in traffic fatalities, zero (0) from the previous year.

As the number of traffic collisions has increased, the economic loss for the City of Panama City Beach has also increased. With traffic crashes on the rise and funding for sworn personnel being reduced, additional resources will be needed to address the expected increases in crashes. 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 in the City of Panama City Beach.

Supporting Data:

According to the latest Florida Highway Safety Matrix (published on 01/15/2015) - Ranking of Florida Cities, (Group 3 - Populations 3,000 - 14,999), which ranked fatal and injury crashes in 123 cities between 2009 and 2013, Panama City Beach ranked number one in motorcycle and pedestrian crashes; number 2 in impaired driving-related crashes, number 4 in speed-related crashes and teen driver involved crashes, number 6 in aggressive driver-related crashes, number 20 in occupant protection and bicycle-related crashes, number 26 in overall fatal & injury crashes, and number 52 in the drivers 65+ category. To summarize, Panama City Beach ranked in the top 25% of every category on the matrix, with the exception of drivers 65+. In the last three years, the Panama City Beach Police Department has investigated 6,888 crashes. Of those, 6 have resulted in fatalities, and 541 have resulted in injuries. The following data is supplied by the Department's in-house software: USA Software, Inc.

The following is a summary of the Panama City Beach Police Department from 10/01/2011 to 09/30/2014:

<table>
<thead>
<tr>
<th>Year</th>
<th>Citations</th>
<th>DUI Arrests</th>
<th>Crashes</th>
<th>Speeding Citations</th>
<th>Seat Belt Citations</th>
</tr>
</thead>
<tbody>
<tr>
<td>2011-2012</td>
<td>7,645</td>
<td>96</td>
<td>2,218</td>
<td>1159</td>
<td>835</td>
</tr>
<tr>
<td>2012-2013</td>
<td>5,625</td>
<td>161</td>
<td>2,186</td>
<td>760</td>
<td>771</td>
</tr>
<tr>
<td>2013-2014</td>
<td>4,414</td>
<td>123</td>
<td>2,484</td>
<td>668</td>
<td>235</td>
</tr>
</tbody>
</table>

**These figures do not include Mutual Aid from other Law Enforcement Agencies operating within the jurisdiction of Panama City Beach**

This program provides complies with MAP-21 guidelines that provides for an "evidence-based traffic safety enforcement program to prevent traffic violations, crashes, injuries, and fatalities in areas most at risk for such incidents." Our program also focuses on "bicycles and pedestrians," which is an "Emphasis Area" as defined by the Strategic Highway Safety Plan (SHSP).

Proposed Solution:

The Panama City Beach Police Department intends to continue the implementation of the Comprehensive Traffic Enforcement Program (CTEP) to enhance the City's driving enforcement activities. This program aims to reduce traffic crashes, fatalities, and injuries that are speed and aggressive driving-related by implementation of the three components: Enforcement, education, and engineering. FDOT subgrants over past years have been extremely beneficial and we are happy to continue the efforts set forth by the National Highway Traffic Safety Administration (NHTSA). In order to continue making a positive impact on the reduction of traffic crashes it is imperative that we stay on track with our CTEP program. Without this much needed funding our enforcement efforts would be greatly reduced. This is why we are again asking for
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
5. Milestones (Use form provided)

your help in continuing this very effective program.

The Panama City Beach Police Department will review crash data on a quarterly basis 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 quarterly. The Project Director will be responsible for ensuring that the data is reviewed quarterly, in order to make any possible changes to the list. Our Agency will commit to locating and targeting 5 total locations for this Program. In addition, the Project Director will be responsible for distributing this Top 5 List 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 Project Director will also ensure that review of any potential engineering issues is made for each location identified for the Top 5 List. The Project Director will work with the City Traffic Engineer to analyze and resolve any problems that emerge as a result of these reviews.

The Panama City Beach Police Department will also conduct educational initiatives for businesses, civic organizations, public forums, and news media to raise awareness of impaired driving-related issues. A special emphasis will be made to raise traffic safety awareness by conducting presentations at the local schools or events and by news releases. Since the Bay County Sheriff's Office is the only law enforcement agency in Bay County that provides school resource officers (SRO) to the local schools, the Panama City Beach Police Department, through a joint venture with the Sheriff's Office, will conduct educational initiatives in local high schools to raise awareness of students with speed and aggressive driving-related issues and texting while driving.

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 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 young pedestrians are walking along our roadways on Front Beach Road. The use solar powered speed feedback signs at key crosswalk locations along Front Beach Road is essential in reducing crashes and saving lives where this tremendous amount of pedestrians 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.

Objectives:

The proposed Speeding Enforcement and Aggressive Program:
• Reduce traffic crashes by 3%
• Reduce traffic fatalities by 3%
• Reduce traffic-related injuries by 5%
• Increase the number of speed-related citations by 5%
• Increase the number of failure to yield to pedestrian citations by 5%
• Increase the number of seat belt citations by 5%
• Collaborate with law enforcement from surrounding areas
• Conduct public service events and handout preprinted literature to educate the public on NHTSA Safety Campaigns
• Conduct observational studies at crossings, and determine the yield rate of drivers and pedestrians
• Educate motorists of FDOT Enforcement Wave and saturation patrol activities via message boards, social media, and media channels
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
5. Milestones (Use form provided)

- Reduce traffic-related injuries by 5%
- Increase the number of speed-related citations by 5%
- Increase the number of failure to yield to pedestrian citations by 5%
- Increase the number of seat belt citations by 5%
- Collaborate with law enforcement from surrounding areas
- Conduct public service events and handout preprinted literature to educate the public on NHTSA Safety Campaigns
- Conduct observational studies at crossings, and determine the yield rate of drivers and pedestrians
- Educate motorists of FDOT Enforcement Wave and saturation patrol activities via message boards, social media, and media channels

Evaluation:

Production data for each quarter of the program’s calendar year will be measured against data from the corresponding time period of the previous year. Objectives not meeting projections will be prioritized in terms of resource deployment and operational consideration.

We will utilize a Formative approach to our evaluation approach by re-examining our plans, developing continuing strategies and procedures, and will create and utilize materials to promote our Program for the purpose of deriving expected outcomes. We will make any and all necessary adjustments to better meet the objectives if found unreasonable or unrealistic.

At the completion of the project, we will use the Process evaluation and assess the performance and measure if the goals were achieved. The number of saturation patrols and how many citations issued will be recorded and used as part of the evaluation process.

We also plan to use the Impact method of evaluation by seeking the public's response to the Safety Plan. Our Department has a Facebook page we monitor and encourage public feedback. We also have a very cooperative relationship with local media, by which we will inform the public of our Project goals and expectations.

By accessing the data collection capabilities of the Speed Feedback signs, we will also be able to use the Outcome method of evaluation. The “in-house” statistics, sign accumulated data, officer surveys, and public feedback will be part of the final report to FDOT, and will be able to show REAL and JUSTIFIABLE evidence of the Program's success.

The reoccurring question that will be asked and answered throughout all phases of the program will be, "Does the request establish a Traffic Safety Program that will satisfy a specific traffic need identified by the data and the State Safety Office?" The goal-oriented answers will be measurable and realistic.
<table>
<thead>
<tr>
<th>Milestones</th>
<th>1st Quarter (OCT, NOV, DEC)</th>
<th>2nd Quarter (JAN, FEB, MAR)</th>
<th>3rd Quarter (APR, MAY, JUN)</th>
<th>4th Quarter (JUL, AUG, SEP)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conduct Saturation Patrols</td>
<td>☒</td>
<td>☒</td>
<td>☒</td>
<td>☒</td>
</tr>
<tr>
<td>Conduct Observational Studies</td>
<td>☒</td>
<td>☒</td>
<td>☒</td>
<td>☒</td>
</tr>
<tr>
<td>Conduct Public Awareness Activities</td>
<td>☒</td>
<td>☒</td>
<td>☒</td>
<td>☒</td>
</tr>
</tbody>
</table>
**Part III: PROJECT DETAIL BUDGET**

Project Title: PCBPD Comprehensive Traffic Enforcement Program  
Project Number: PT-16-12-01  
FDOT Contract Number: G0515

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.

<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</td>
<td>$25,000</td>
<td>$25,000</td>
<td>$0</td>
</tr>
<tr>
<td>B. Contractual Services</td>
<td></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>C. Expenses</td>
<td></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

Subtotal

| Subtotal | $25,000 | $25,000 | $0 |

Amendment Number: (FDOT Only)  
Effective Date: (FDOT Only)
Project Title: PCBPD Comprehensive Traffic Enforcement Program
Project Number: PT-16-12-01
FDOT Contract Number: G0515

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.

<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>D. Operating Capital Outlay</td>
<td></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
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</tr>
<tr>
<td></td>
<td></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Subtotal</td>
<td></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>E. Indirect Cost</td>
<td></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Subtotal</td>
<td></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

Total Cost of Project $25,000 $25,000 $0

Amendment Number: (FDOT Only)
Effective Date: (FDOT Only)
PART IV: QUARTERLY PROGRESS REPORT OF PERFORMANCE INDICATORS

<table>
<thead>
<tr>
<th>Performance Indicators</th>
<th>Milestones Accomplished (Number of Instances or Percentage Complete)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Quarter Ending December 31</td>
</tr>
<tr>
<td>Number of Saturation Patrols</td>
<td>0</td>
</tr>
<tr>
<td>Number of Speeding Citations issued during Saturation Patrols</td>
<td>0</td>
</tr>
<tr>
<td>Number of Seatbelt Citations issued during Saturation Patrols</td>
<td>0</td>
</tr>
<tr>
<td>Number of Vehicles Yielding to Pedestrians Observational Studies</td>
<td>0</td>
</tr>
<tr>
<td>Number of Failure to Yield to Pedestrian Citations</td>
<td>0</td>
</tr>
</tbody>
</table>
Part V: Acceptance and Agreement

Conditions of Agreement. Upon approval of this Subgrant for Highway Safety Funds, the following terms and conditions shall become binding. Noncompliance will result in loss of, or delays in, reimbursement of costs as set forth herein.

1. Reports. The subgrant year quarters are October 1 - December 31, January 1 - March 31, April 1 - June 30, and July 1 - September 30. The implementing agency shall submit the Quarterly Progress Report and Quarterly Progress Report of Performance Indicators (FDOT Form No. 500-065-19) form to the FDOT State Safety Office by the last day of the month following the end of each quarter (January 31, April 30, July 31, and October 31) if the subgrant was effective during any part of the quarter. Quarterly reports postmarked after the respective submission dates listed above shall be considered past due. The implementing agency shall submit a Final Narrative Report (FDOT Form No. 500-065-20), giving a chronological history of the subgrant activities, problems encountered, and major accomplishments by October 31. Requests for reimbursement will not be processed and may be returned to the subrecipient or implementing agency as unpaid if the required reports are past due, following notification.

2. Responsibility of Subrecipient. The subrecipient and its implementing agency 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).

3. Compliance with Chapter 287, Florida Statutes. The subrecipient and implementing agency agree to comply with all applicable provisions of Chapter 287, Florida Statutes. The following provisions are stated in this agreement pursuant to sections 287.133(2)(a) and 287.134(2)(a), Florida Statutes.

   (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 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 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 s. 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 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.

4. Approval of Consultant and Contractual Service Agreements. The FDOT State Safety Office shall review and approve in writing all consultant and contractual service agreements prior to the actual employment of the consultant or the contractor by the subrecipient or implementing agency. Approval of the subgrant does not constitute approval of a consultant or contractual service agreement.

All contractual service agreements shall include as a minimum the following information:

   Beginning and end dates of the agreement (not to exceed the subgrant period);
   Total contract amount;
   Scope of work/Services to be provided;
   Quantifiable, measureable, and verifiable units of deliverables;
   Minimum level of service to be performed and criteria for evaluating successful completion;
   Budget/Cost Analysis; and
   Method of compensation/Payment Schedule.
All contractual service 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.

All invoices for contractual services shall contain the following certification statement and must be signed by the contractor:

All costs are true and valid costs incurred in accordance with the agreement, deliverables were received and accepted.

5. Allowable Costs. The allowability of costs incurred under any subgrant shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in the Applicable Federal Law and state law, 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 subgrant shall be allowable.**

6. Travel. 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.

All out-of-state travel, conference travel, meeting travel which includes a registration fee, and out-of-subgrant-specified work area travel shall require written approval of the FDOT State Safety Office prior to the incurring of actual travel costs as being within the travel budget of the project and relevant to the project.

Out-of-state travel shall not be approved unless the specific trip is in the approved subgrant budget or the head of the Implementing Agency provides sufficient justification to prove that the travel will have significant benefits to the outcome of the subgrant activities.

Prior written approval shall be obtained from the FDOT State Safety Office for hotel rooms with rates exceeding $150 per day that are to be reimbursed. Rates exceeding $150 per day shall not be approved unless the hotel is the host facility for an approved conference or the average rate for all hotels in the area exceeds $150.

7. Subgrant Amendments. The subrecipient or implementing agency shall obtain prior written approval from the FDOT State Safety Office for changes to the agreement. Amendments to the agreement will be approved which achieve or improve upon the outcome of the subgrant work, or where factors beyond the control of the subrecipient require the change. For example:

(a) Changes in project activities, milestones, or performance indicators set forth in the approved subgrant.
(b) Changes in budget items and amounts set forth in the approved subgrant.
(c) Changes to personnel in positions that are being reimbursed by this agreement.

Amendments to the subgrant agreement shall be in the form of a written request signed by the Authorized Representative of the Subrecipient or the Administrator of the Implementing Agency. Delegations of signature authority will not be accepted for amendment requests without prior written approval.

8. 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. As detailed in 49 CFR, Part 28, Governmentwide Debarment and Suspension (Nonprocurement) and Governmentwide Requirements for Drug-Free Workplace (Grants), herein incorporated by reference, the subrecipient shall not be reimbursed for the cost of goods or services received from contractors, consultants, vendors, or individuals suspended, debarred, or otherwise excluded from doing business with the Federal government. The subrecipient or its implementing agency shall submit the required certification by consultants with awards in excess of the small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently $25,000).
9. Commencement of Projects. If a project has not commenced within 30 days after the acceptance of the subgrant award, the subrecipient or its implementing agency shall report by letter the steps taken to initiate the project, the reasons for delay, and the expected starting date. If, after 60 days from the acceptance of the award, project activity as described herein has not begun, a further statement of implementation delay will be submitted by the subrecipient or its implementing agency to the FDOT State Safety Office. The subrecipient agrees that if the letter is not received in the 60 days, the FDOT State Safety Office may cancel the project and reobligate the funds to other program areas. The FDOT State Safety Office, where warranted by excusable delay, will extend the implementation date of the project past the 60-day period, but only by formal written approval from the FDOT State Safety Office.

10. Excusable Delays. Except with respect to the defaults of subrecipient's or implementing agency's consultants and contractors which shall be attributed to the subrecipient, the subrecipient and its implementing agency shall not be in default by reason of any failure in performance of this 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 or its implementing agency. 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 or its implementing agency's consultant or contractor to perform or make progress, and if such failure arises out of causes beyond the control of the subrecipient, its implementing agency 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 or its implementing agency in writing to procure such supplies or services from other sources, and (3) the subrecipient or its implementing agency shall have failed to comply reasonably with such order.

Upon request of the subrecipient or its implementing agency, 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.

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

12. Performance. In the event of default, noncompliance, or violation of any provision of this agreement by the subrecipient, the implementing agency, 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 the agreement in whole or in part. In such an event, the Department shall notify the subrecipient and its implementing agency 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.

13. 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 its implementing agency, and to relevant books and records of the subrecipient, its implementing agency, and its consultants and contractors under this agreement, as provided under Applicable 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 agreement, the subrecipient and its implementing agency agree to comply and cooperate with monitoring procedures. In the event that a limited scope audit of the subrecipient or its implementing agency is performed, the subrecipient agrees to bring the project into compliance with the subgrant agreement. The subrecipient further agrees to comply and cooperate
with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

The subrecipient and implementing agency agree to comply with all provisions provided in Chapter 119 Florida Statutes. If the subrecipient receives a public records request concerning its work undertaken pursuant to a Department contract, the subrecipient must take appropriate action as required by Chapter 119, Florida Statutes. 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 if the subrecipient or its implementing agency 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 or its implementing agency in conjunction with the subgrant.

Records of costs incurred under the terms of this subgrant shall be maintained and made available upon request to the Department at all times during the period of this subgrant 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 Other Party's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

14. Audit. The administration of resources awarded through the Department to the subrecipient by this 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. 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 OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, 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 Agreement. By entering into this 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 OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:

1. In the event the subrecipient expends a total amount of Federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the subrecipient must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. Part VI to this Agreement provides the required Federal award identification information needed by the subrecipient to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. 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 Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26,
2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.

(2) In connection with the audit requirements, the subrecipient shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.

(3) In the event the subrecipient expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, 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 OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, 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).

(4) The subrecipient must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, 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 OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this 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 OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.

(5) 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 Agreement. If the subrecipient fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, 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 C.F.R. 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.

(6) 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.

(7) 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
FDOTSINGLEAUDIT@dot.state.fl.us

(c) The subrecipient shall retain sufficient records demonstrating its compliance with the terms of this 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.

15. Cooperation with Inspector General. The subrecipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

16. Retention of Records. The subrecipient shall retain sufficient records demonstrating its compliance with the terms of this 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 Auditor General access to such records 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 Auditor General 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.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Records shall also be maintained and accessible in accordance with 49 CFR, Section 18.42 or 49 CFR, Section 19.53.

17. Procedures for Reimbursement. All requests for reimbursement of subgrant costs must be submitted on forms provided by the Department (FDOT Form Numbers 500-065-04 through 09) 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.

Deliverables must be received and accepted in writing by the FDOT State Safety Office prior to payments.

The subrecipient or its implementing agency shall submit financial reimbursement forms to the FDOT State Safety Office at least once each quarter as costs are incurred and payment is made. The only exception is when no costs are incurred during a quarter. At a minimum, reimbursement for subgrants with personnel costs shall be made after every two pay periods if paid bi-weekly. Reimbursement of personnel costs shall be requested monthly if payroll is on a monthly basis. Failure to submit reimbursement requests in a timely manner may result in the subgrant being terminated.

All requests for reimbursement of Operating Capital Outlay items 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 Operating Capital Outlay costs shall not be made before receipt of this form.
All requests for reimbursement shall be signed by an Authorized Representative of the Subrecipient or the Administrator of the Implementing Agency, or their delegate.

A final financial request for reimbursement shall be submitted and/or postmarked no later than October 31 following the end of the subgrant period. Such request shall be distinctly identified as Final. Failure to submit the invoice in a timely manner shall result in denial of reimbursement. The subrecipient agrees to forfeit reimbursement of any amount incurred if the final request is not submitted and/or postmarked by October 31 following the end of the subgrant period.

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.

Reimbursement shall be made only after receipt and approval of goods and services. 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 contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the subrecipient shall be assessed a non-performance retainage equivalent to 10% of the total financial reimbursement request. The retainage shall be applied to the financial reimbursement request for the then current billing period. The retainage shall be withheld until the subrecipient resolves the deficiency. If the deficiency is subsequently resolved, the subrecipient may bill the Department for the retained amount during the next billing period. If the subrecipient is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

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 or by calling the Division of Consumer Services at 1-877-693-5236.

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

19. Property Accountability. The subrecipient or its implementing agency 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 agreement in accordance with Federal Property Management Standards as set forth in 49 CFR, Section 18.32, 49 CFR 19, Section 19.34, or OMB Circular A-110, herein incorporated by reference. This obligation continues as long as the property is retained by the subrecipient or its implementing agency, notwithstanding the ending of this agreement.

20. Disputes and Appeals. Any dispute, disagreement, or question of fact arising under the 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. Address are:
The subrecipient and its implementing agency shall proceed diligently with the performance of the agreement and in accordance with Department's decision(s).

21. Conferences and Inspection of Work. Conferences may be held at the request of any party to this 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.

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

(a) Before publication or printing, the final draft of any report or reports required under the agreement or pertaining to the agreement shall be submitted to the FDOT State Safety Office for review and concurrence.

(b) Each publication or other printed report covered by Paragraph 21(a) above shall include the following statement on the cover page:

(1) 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.

(2) 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.

23. 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, or any project, program, or activity that receives or benefits from this subgrant award. The subrecipient and its implementing agency agree 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.

24. Responsibility for Claims and Liability. Subject to the limitations of Section 768.28, Florida Statutes, the subrecipient and its implementing agency 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, implementing agency, and its contractor, consultant, agents and employees. The subrecipient and its implementing agency 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 or its implementing agency'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 agreement specifically agree that no provision in this 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 agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this agreement.


(a) The subrecipient and its implementing agency agree to the following assurance:

The subrecipient and its implementing agency 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 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

(b) The subrecipient and its implementing agency agree 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, its implementing agency, or the Department deems appropriate.


No funds subgranted hereunder shall be used for the purpose of lobbying the legislature, judicial branch, or state agencies. Section 216.347, Florida Statutes.

27. How Agreement is Affected by Provisions Being Held Invalid. If any provision of this agreement is held invalid, the remainder of this agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

28. Federal Requirement for Public Service Announcements, Marketing, and Advertisements. All public service announcements produced with Federal Highway Safety funds shall be closed captioned for the hearing impaired. Subrecipients that obtain subgrant funds to support paid advertising must provide the required Federal reporting information in their progress reports.

29. Public Service Announcements, Marketing, and Advertising. 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:

(1) What program/policy the paid media is supporting
(2) 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
(3) The amount allocated for paid media
(4) Anticipated creative costs associated with the paid media
(5) The measures that will be used to assess message recognition and penetration of the target audience.

The FDOT State Safety Office shall provide written approval for reimbursement if the paid media is appropriate for purchase under this agreement. Copies and/or images of all paid media purchased with Federal highway safety funds shall be attached to the forms requesting reimbursement.

All subgrant funded public service announcements, marketing, and advertisements shall be tagged "Funding provided by the Florida Department of Transportation, or Funded by FDOT". The name of the subrecipient or implementing agency 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.

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

30. Public Information and Education Items. Before printing or ordering any public awareness or outreach items, a final
draft or drawing of the items shall be submitted to the FDOT State Safety Office for review. The Office shall provide
written approval for reimbursement if the items are appropriate for purchase under this agreement. Copies and/or images
of all public awareness or outreach items purchased with Federal highway safety funds shall be attached to the forms
requesting reimbursement for the items.

All public awareness and outreach items will serve to educate or inform the public about safety issues, safety practices, or
programs available to increase traffic safety. These items can be used in conjunction with a project to enhance awareness
of an issue, brand a campaign, or provide a reminder message for the intended recipient after an activity is completed.
When public awareness or outreach items are included in a subgrant activities, a plan outlining the purpose of the items is
required to be included in the written request for approval.

The plan should include the following:

(1) Activity
(2) Item description
(3) Quantity
(4) Cost
(5) Target audience
(6) Explanation of how the activity will help meet the objective of the project
(7) Description of how the results of the activity will be used and reported

All public awareness or outreach items reimbursed with subgrant funds shall contain a traffic safety message. Most
public awareness or outreach documents printed on paper and used to educate or inform the public about traffic safety
issues, safety practices, or programs available to increase traffic safety are allowable. Examples include activity books,
brochures, posters, flyers, envelope stuffers, etc. Public awareness or outreach items must have a traffic safety purpose
before the item is tagged, messaged, or branded in order to be allowable. Examples include tire gauges, traffic rescue
tools, vehicle first aid kits, reflective safety items, etc.

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. The name of the subrecipient or
implementing agency and its logo can appear on any of the public awareness and outreach items. The names of
individuals connected with the subrecipient shall not appear on any printed materials, outreach items, and advertisements
paid for with Federal highway safety funds.

Outreach items cannot be freely distributed to the public without any action on a subrecipient’s part. Persons receiving
outreach items should interact with the subrecipient in some manner related to the goal of the project to receive them,
such as attend a presentation, sign a pledge sheet, fill out a survey form, answer a traffic safety question, etc. The results
of the interactive activity must be reported in the quarterly progress report.

31. Term of Agreement. Each subgrant shall begin on the date the last party signs the agreement and shall end on
September 30, following, unless otherwise stipulated by the FDOT State Safety Office on the first page of the respective
agreement. In the event this subgrant 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."

32. Clean Air Act and Federal Water Pollution Control Act. For subgrant awards in excess of $100,000 the subrecipient and its implementing agency agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), herein incorporated by reference. The subrecipient shall include this provision in all subcontract awards in excess of $100,000.

33. Personnel Hired Under Agreement. The head of any implementing agency receiving first year funding for a new position(s) through a subgrant shall provide written notification within 30 days of the agreement being awarded to the FDOT State Safety Office that a new position(s) has been created in the agency as a result of the subgrant being awarded. Positions created with subgrant funding shall continue to be funded by the subrecipient after federal funding ends in order to be eligible for future subgrant funding.

Any and all employees of the subrecipient or implementing agency whose positions are funded, in whole or in part through a subgrant, shall be the employee of the subrecipient or implementing agency only, and any and all claims that may arise from said employment relationship shall be the sole obligation and responsibility of the subrecipient or its implementing agency.

Personnel funded under the subgrant shall not hold the position of Project Director.

The FDOT State Safety Office must pre-approve the advertisement, hire/replacement, and salary for any full time subgrant funded positions (excluding law enforcement positions).

The FDOT State Safety Office reserves the right to require activity reports to demonstrate that personnel hired under the agreement or equipment purchased with subgrant funds meet the requirements as specified by the subgrant.

34. Repossession of Equipment. Ownership of all equipment purchased with Federal highway safety funds rests with the subrecipient and its implementing agency; 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 or its implementing agency 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.

35. Replacement or Repair of Equipment. The subrecipient and its implementing agency are 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 Offices retains the right to replace or repair any equipment for statewide programs based on exceptional individual circumstances.

36. Ineligibility for Future Funding. The subrecipient and its implementing agency agree that the Department shall find the subrecipient or its implementing agency 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 quarterly and final reports in the required time frame,
(d) Failure to perform work described in Part II of the subgrant agreement,
(e) Providing fraudulent quarterly reports or reimbursement requests,
(f) Misuse of equipment purchased with Federal highway safety funds.

37. Safety Belt Policy. Each subrecipient and implementing agency shall have a written safety belt policy, which is enforced for all employees. A copy of the policy shall be submitted with the subgrant.
38. Occupant Protection. All law enforcement agencies receiving subgrant funds shall have a standard operating procedure regarding enforcement of safety belt and child safety seat violations. A copy of the procedure shall be attached to the subgrant.

39. Certification for Equipment Costing More than $1,000 per Item. The head of any implementing agency purchasing equipment costing more than $1,000 per item shall send a letter to the FDOT State Safety Office upon award of the subgrant certifying that none of the items being purchased with federal highway safety funds is replacing 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.

40. Vehicles. Any agency 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 at least quarterly 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 Florida Statutes. 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 no need to protect life and property.

Any vehicles used for personal reasons or not being used by the subrecipient or its implementing agency for the purposes described in the subgrant shall be subject to repossession by the FDOT State Safety Office.

41. Child Safety Seats. Any implementing agency that receives funds to purchase child safety seats must have at least one staff member who is a current Certified Child Passenger Safety Technician. Failure to comply with this provision shall result in the termination of this agreement.

42. Buy America Act. The subrecipient and its implementing agency agree to comply and require consultants and contractors to comply with all applicable standards, orders, and regulations issued pursuant to the Buy America Act (23 U.S.C. 313 et seq) 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 whose unit purchase price is $5,000 or more, including a motor vehicle, 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.
43. **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.

44. **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 claim. 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.

45. **Indirect Costs.** If a subrecipient has a federally negotiated indirect cost rate, it may be applied to the subgrant. If a subrecipient does not have a federally negotiated indirect cost rate, a rate up to the de minimis indirect cost rate of 10% of modified total direct costs may be applied. A subrecipient may opt to request a lower or no indirect costs rate, even if it has a federally negotiated indirect cost rate. The State Safety Office will not coerce or negotiate with a subrecipient to reduce its indirect costs rate for this subgrant, per federal regulation. Subgrants with indirect costs will be awarded based on cost benefit and available funding.

46. **Impaired Driving Enforcement, Training and Reporting.** 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:

1. NHTSA 24 hour Standardized Field Sobriety Tests (SFST) course within the last five years or an 8 hour SFST refresher course if the 24 hour SFST course was completed more than five years ago
2. Advanced Roadside Impaired Driving Enforcement (ARIDE) course within the last five years
3. Be an active certified Drug Recognition Expert (DRE)
4. Be an active certified DUI Instructor

The State Safety Office reserves the right to request a copy of any subgrant funded checkpoint After Action Report.

All law enforcement agencies that receive impaired driving subgrant funding should report participation in the Florida Law Enforcement DUI Challenge to the agencies regional Law Enforcement Liaison and 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, and Halloween.

All law enforcement agencies shall conduct High Visibility Enforcement of impaired drivers while conducting enforcement under the subgrant.

**High Visibility Enforcement is:**

| 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. |

A strong emphasis of enforcement operations shall be during the hours of 6:00pm to 6:00am. Agencies should ensure that enforcement saturation/wolfpack/roving patrols are conducted in periods of no fewer than 3 consecutive hours.

Use of subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court or Administrative Hearings, and enforcement from aircraft.
47. Special Conditions.
Part VI: Federal Financial Assistance (Single Audit Act)

Federal resources awarded pursuant to this subgrant are as follows:

CFDA No. and Title:

- 20.600 - State and Community Highway Traffic Safety Program (NHTSA 402 Funds)
- 20.616 - National Priority Safety Program (NHTSA 405 Funds)

*Federal Funds Awarded: $25,000.00
Awarding Agency: Florida Department of Transportation
Indirect Cost Rate: N/A
**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

(b) OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations
   www.whitehouse.gov/omb/circulars

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

(a) OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Governments
   www.whitehouse.gov/omb/circulars

(b) OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments
   www.whitehouse.gov/omb/circulars

(c) Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
   www.fsrs.gov
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.

NOTE: These signatures are the only recognized authorized representatives for this agreement, unless delegation is granted in writing.
REGULAR AGENDA
ITEM #14,
ORDINANCE 1333
ORDINANCE NO. 1333

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S LAND DEVELOPMENT CODE RELATED TO ACCESSORY USES AND STRUCTURES; PROVIDING THAT SWIMMING POOLS MAY BE ENCLOSED WITH SCREENING IF THE ENCLOSURE MEETS THE SETBACK REQUIRED FOR AN ACCESSORY STRUCTURE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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 5.02.08 of the City's Land Development Code, related to Swimming Pools is amended to read as follows (new text bold and underlined, deleted text struckthrough):

Chapter 5. Standards for Special Situations
5.02.00 ACCESSORY USES AND STRUCTURES

5.02.08 Swimming Pools

A. Swimming pools shall:

1. Be located only in Side or Rear Yards, or within or under the principal structure;

2. Be completely surrounded with a wall or fence not less than four (4) feet in height and sufficient to prohibit unrestrained admittance to the pool area; and

B. Where a swimming pool is attached to the Dwelling, the pool enclosure shall be considered a part of the Principal Structure and shall comply with all site design and Building location requirements for the zoning district.

C. The nearest opening into an unenclosed swimming pool shall be located no closer than five (5) feet from any side or rear Lot Line.

D. Only swimming pools located in compliance with the Setback requirements established for the Principal Building shall be eligible to be enclosed. Swimming pools may be enclosed with screening if the proposed enclosure meets the Setback requirements established for Accessory
Buildings, notwithstanding that such enclosures may encroach into landscape buffer areas or Setbacks established for the Principal Structure.

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 ____________, 2015.

____________________
MAYOR

ATTEST:

____________________
CITY CLERK

EXAMINED AND APPROVED by me this ___ day of ____________, 2015.

____________________
MAYOR

Published in the ______________________ on the ___ day of ________, 2015

Posted on pcbgov.com on the ___ day of ____________, 2015.
REGULAR AGENDA
ITEM #15,
ORDINANCE 1364
ORDINANCE NO. 1364

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA AMENDING THE CITY'S LAND DEVELOPMENT CODE RELATED TO SUPPLEMENTAL STANDARDS FOR DUPLEXES, TRIPLEXES AND QUADPLEXES; CLARIFYING THAT THE MINIMUM LOT WIDTH, SETBACKS AND MAXIMUM DENSITY FOR SUCH DEVELOPMENTS SHALL COMPLY WITH APPLICABLE ZONING DISTRICT STANDARDS IN WHICH THE DEVELOPMENT IS LOCATED; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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 5.04.09 of the Land Development Code of the City of Panama City Beach related to Supplemental Standards for Duplex, Triplex and Quadplex Buildings, is amended to read as follows (new text **bold and underlined**, deleted text strikethrough):

5.04.00 SUPPLEMENTAL STANDARDS FOR SPECIFIC USES
Specific Uses are identified in Table 2.03.02 allowable by right subject to supplemental standards. These Uses must comply with the standards applicable to the zoning district as well as the standards contained in the following sections. Where there is conflict between a standard applicable to the zoning district and the following supplemental standards, the stricter standard shall be required.

5.04.09 Duplex, Triplex, Quadplex Buildings

A. Duplex, triplex and quadplex Buildings are allowable in the R-2, R-3, CL, CM and CH zoning districts, subject to the standards of those zoning districts and the standards in this section. The minimum Lot area shall be 3,000 square feet per Dwelling Unit.

B. The minimum Lot width, Setbacks and maximum density shall comply with applicable zoning district standards, measured at the Front Setback, shall be eighty (80) feet.

C. The maximum Lot coverage shall be forty (40) percent.
D. The maximum **Building Height** shall be thirty-five (35) feet.

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 ___________, 2015.

__________________________
MAYOR

ATTEST:

__________________________
CITY CLERK

EXAMINED AND APPROVED by me this ___ day of ___________, 2015.

__________________________
MAYOR

Published in the _________________ on the ___ day of ___________, 2015.

Posted on pcbgov.com on the ___ day of _________________, 2015.
REGULAR AGENDA
ITEM #16,
ORDINANCE 1365
ORDINANCE NO. 1365

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA AMENDING THE CITY'S LAND DEVELOPMENT CODE RELATED TO SUPPLEMENTAL STANDARDS FOR AMUSEMENTS; CLARIFYING THAT THE POTENTIAL MAXIMUM HEIGHT FOR AN AMUSEMENT MAY NOT EXCEED 125% OF THE MAXIMUM HEIGHT PERMITTED IN THE UNDERLYING ZONING DISTRICT; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWIT; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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 5.06.02 of the Land Development Code of the City of Panama City Beach related to Supplemental Standards for Amusements, is amended to read as follows (new text bold and underlined, deleted text struckthrough):

5.06.02 Amusement Park, Amusements not otherwise specified and Zoos.
Amusements, Amusement parks and Zoos may be allowed in the CH zoning district subject to conditional use approval and compliance with the following conditions. Zoos also may be allowed in the AR zoning district subject to conditional use approval. Zoos are not allowable in the area lying south of a continuation of the centerline of Front Beach Road (Scenic Highway 98) through South Thomas Drive and Thomas Drive.
(Ord. #1254, 11/14/13)
A. Amusements and Amusement parks may include, but not be limited to, tourist-oriented attractions such as water slides; tracks for go-carts or other similar Vehicles; carnival or mid-way rides; mini-golf courses; bungee jumps; climbing walls; similar Amusements or rides.
B. Amusements, Amusement parks and Zoos may include the following Accessory Uses: restaurants, delis, ice cream stands, food stands or kiosks, gift shops and similar ancillary Uses. Such Accessory Uses shall be located within the Amusement, Amusement park or Zoo. Restaurants, gift shops and the like shall not be open to the general public without entrance to the Amusement, Amusement park or Zoo.
C. An Amusement may be freestanding or two (2) or more Amusements may be combined in a unified Development site, called an Amusement park.

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Page 1 of 3
D. An Amusement, Amusement park or Zoo shall be enclosed with a Solid Faced masonry or wooden wall or fence not less than six (6) feet and not more than eight (8) feet in height. The decorative side of the fence shall face outward.

E. Amusements, Amusement parks and Zoos shall be Setback a minimum of 1,000 feet from property zoned for Residential purposes. The distance shall be measured from property line to property line. The number of Shrubs, small trees and medium or large trees otherwise required in the buffer shall be doubled.

F. Access to the main entrance shall be on an Arterial or Collector Street. No Access shall be permitted from Local Streets that provide Access to property zoned for Residential purposes.

G. The vibration, electromagnetic interference, noise, odor or glare generated by the Amusement, Amusement park or Zoo discernible on properties adjacent to the Amusement, Amusement park or Zoo shall not be greater than ambient conditions.

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

H. Amusements, Amusement Parks and Zoos are prohibited in the Coastal High Hazard Area.

I. Where all other conditions to the allowance of an Amusement are met, the maximum height of an Amusement structure which shall be permitted shall not exceed 125 percent of the maximum height permitted elsewhere in this LDC for structures located in the underlying zone for that structure shall be permitted. In addition however, height in excess of 125 percent may be allowed where the Planning Board finds that the additional height does not create an unreasonable burden upon surrounding properties, taking into consideration, any noise and light allowed for the Amusement.

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
__________, 2015.

______________________________
MAYOR

ATTEST:

______________________________
CITY CLERK

EXAMINED AND APPROVED by me this ___ day of
__________, 2015.

______________________________
MAYOR

Published in the ________________ on the ___ day of ________, 2015.

Posted on pcbgov.com on the ___ day of ________________, 2015.
REGULAR AGENDA
ITEM #17,
ORDINANCE 1366
AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY’S LAND DEVELOPMENT CODE RELATED TO SITE DESIGN STANDARDS FOR THE FRONT BEACH ROAD OVERLAY DISTRICTS; CLARIFYING THAT THE FRONT YARD AND FAÇADE STANDARDS FOR FLOORING, DESIGN, LIGHTING, FENCING, GLAZING AND FURNITURE SHALL APPLY ONLY TO MULTI-FAMILY, MIXED USE AND NON-RESIDENTIAL USES (AND NOT TO SINGLE FAMILY OR DUPLEX BUILDINGS); REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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 7.02.03G of the Land Development Code of the City of Panama City Beach related to Front Yards in the Front Beach Overlay District, is amended to read as follows (new text bold and underlined, deleted text struckthrough):

Chapter 7. Special Overlay Districts

7.02.03 Front Beach Road Overlay Districts

G. Front Yards Along Front Beach Road, Arnold Road and South Thomas Drive

3. Design Standards. To achieve the purposes of this section, Front Yards shall be designed so that they are visible, avoid clutter, incorporate high quality, durable materials that are comparable in quality and complementary in design to public improvements provided or planned for the Front Beach Road corridor. In addition to complying with other district requirements, Front Yards and Facades for Multi-Family, Mixed Use or nonresidential Uses shall meet the following design standards:

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Page 1 of 3
(a) Flooring and surfaces shall be constructed of durable, non-slip materials that complement sidewalk paving. Changes in colors shall be used to highlight steps.

(b) The shape and design (including landscaping) of the space shall provide visibility of the entire space from the sidewalk.

(c) Lighting shall be adequate to illuminate the entire space, but lighting sources shall be hooded or directed so that they are not visible to pedestrians on the sidewalk.

(d) Except as provided in this paragraph, fencing is prohibited. Front Yards may be enclosed by decorative walls, posts with decorative ropes or chains or other decorative enclosures approved by the City Manager, provided that the enclosure is not taller than thirty (30) inches. Decorative Fencing that is not higher than forty-two (42) inches may be authorized pursuant to a supplemental use permit to enclose commercial Use of Front Yards.

(e) At least fifty (50) percent of the wall surface between two (2) and seven (7) feet above the Average Grade of the Front Yard shall be glazed and shall have a minimum transparency of seventy (70) percent.

(f) Other than furniture for dining areas and outdoor displays subject to supplemental use approval, Front Yard improvements shall be limited to seating, decorative waste receptacles, fountains, water features and landscaping.

Standards for Single Family Residential Uses are generally set forth in section 4.02.00.

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 ___________, 20__.

__________________________
MAYOR

ATTEST:

__________________________
CITY CLERK

EXAMINED AND APPROVED by me this ___ day of ____________, 20__.

__________________________
MAYOR

Published in the __________________________ on the ___ day of __________, 2015.

Poste on pcbgov.com on the ___ day of ____________, 2015.
REGULAR AGENDA
ITEM #18,
ORDINANCE 1367
AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE APPLICATION, REVIEW AND DECISION MAKING PROCEDURES SET FORTH IN THE CITY'S LAND DEVELOPMENT CODE; CLARIFYING THAT APPLICATIONS FOR LARGE CONDITIONAL USES AND NEW STAND-ALONE WIRELESS TOWERS OR ANTENNA ARE GOVERNED BY THE QUASI-JUDICIAL PROCESS SET FORTH IN SECTION 10.07.02B; REFERENCING THE CONDITIONAL USE CRITERIA TO BE REVIEWED DURING PLANNING BOARD PROCEEDINGS, WHEN APPLICABLE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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 10.07.00 of the Land Development Code of the City of Panama City Beach related to Unified Development in Multiple Districts, is amended to read as follows (new text bold and underlined, deleted text struckthrough):

10.07.00 TYPE II PROCEDURES – QUASI-JUDICIAL PROCEEDINGS

10.07.01 Generally
The procedures set forth in this section, are applicable to all applications subject to Type II review, which are listed in section 10.04.03.

10.07.02 Procedures After Completeness Determination
A. Final Subdivision Plats
1. Within thirty (30) days of the Building and Planning Department's, the Engineering Department's and the City Attorney's determination that the final plat application is complete, the Building Department shall schedule a public hearing on the proposed plat before the City Council.
2. The Building and Planning Department and the Engineering Department shall each prepare a written report to the City Council regarding the respective Department's analysis of the pending application. The report shall be available to the applicant and the general public no less than five (5) days prior to the City Council's public hearing on the plat.

3. The City Council shall conduct a quasi-judicial hearing on the application and determine whether to approve or deny the plat. In addition to notice of hearing by Publication as required by the Florida Statutes, notice of the City Council hearing shall be by Posted Notice.

4. All quasi-judicial hearings shall be conducted pursuant to the requirements of section 10.13.00.

B. Zoning, Rezoning, Large Conditional Use, and New Wireless Tower or Antenna (no colocation)

1. Within thirty (30) days of the Building and Planning Department's determination that the application is complete, the Department shall schedule a public hearing on the application before the Planning Board.

2. The Building and Planning Department shall prepare a written report to the Planning Board regarding the Department's analysis of the pending application. The report shall be available to the applicant and the general public no less than five (5) days prior to the Planning Board's public hearing on the application.

3. The Planning Board shall conduct a quasi-judicial hearing on the application and prepare a recommendation to the City Council. Public Notice of the Planning Board quasi-judicial hearing shall be provided by Posted Notice, Publication and Neighborhood Notice (300 feet).

4. The City Council shall conduct a quasi-judicial hearing on the application and determine whether to approve, approve with conditions or deny the application. In addition to notice of hearing by Publication as required by the Florida Statutes, notice of the City Council hearing shall be by Posted Notice.

5. All quasi-judicial hearings shall be conducted pursuant to the requirements of section 10.13.00.

(Ord. # 1253, 12-13-12)

SECTION 2. From and after the effective date of this ordinance, Section 10.09.00 of the Land Development Code of the City of Panama City Beach related to...
10.09.00 TYPE IV PROCEDURES – TELECOMMUNICATIONS PROCEEDINGS

10.09.01 Generally

A. The procedures set forth in this section are applicable to all applications subject to Type IV review, which are listed in section 10.04.05.

B. In the case of a declared local, state or federal emergency that directly affects the City's administration of all permitting activities, the City may require a one-time waiver by the applicant of the time-frames set forth in this section. Other than this one-time waiver, the City may request, but not require, an applicant to waive the time-frames set forth in this section.

C. The applicant may voluntarily waive the time-frames set forth in this section.

10.09.02 Procedures After Completeness Determination -- New Wireless Tower or Antenna -- No Collocation

An application for a new wireless tower or Antenna, which does not involve Collocation, shall be processed as follows:

A. If the Building and Planning Department determines that the application is complete, the application shall be processed in accordance with the requirements of section 10.07.02.[B]

B. The City Council shall render its decision within ninety (90) business days after the date on which the applicant submits a properly completed application to the City. See section 365.172(11)(d), Florida Statutes.

C. If the City Council fails to act within the ninety (90) business day time-frame mandated by section 1.02.01B, the application shall be deemed automatically approved and the applicant may proceed with placement of the facility without interference or penalty by the City.

10.09.03 Procedures After Completeness Determination -- Collocation of Wireless Communications Facility -- Height Increase

A. An application for the Collocation of a wireless communications facility, which increases the height of the Existing Structure, shall be processed pursuant to the requirements of section 10.09.02, except the time-frame for the City Council to render its decision is forty-five (45)
business days after the date on which the applicant submits a properly completed application to
the City. See section 365.172(11)(d), Florida Statutes.

B. If the City Council fails to act within the forty-five (45) business day time-frame mandated by
section 1.02.01A, the application shall be deemed automatically approved and the applicant may
proceed with placement of the facility without interference or penalty by the City.

10.09.04 Collocation of Wireless Communications Antenna -- No Height Increase.
An applicant seeking approval to collocate a wireless communications Antenna on an above-ground
structure and any related equipment to service the Antenna, is not required to obtain a Local
Development Order, provided the height of the Existing Structure is not increased. Rather, the applicant
shall apply for a Building Permit in accordance with applicable law.

SECTION 3. From and after the effective date of this ordinance, Section 10.10.00 of
the Land Development Code of the City of Panama City Beach related to Planning Board
Proceedings, is amended to read as follows (new text bold and underlined, deleted text
struck through):

10.10.00 TYPE V PROCEDURES – PLANNING BOARD PROCEEDINGS
(Ord. # 1304, 3/27/14)

10.10.01 Generally
A. The procedures set forth in this section are applicable to all applications subject to Type V
review, which are listed in section 10.04.06.

B. Notice of the Planning Board quasi-judicial hearings shall be provided by Neighborhood Notice,
posting and Publication (300 feet).

C. All quasi-judicial hearings shall be conducted pursuant to the requirements of section 10.13.00.

D. A property owner has no legal right for approval of a Master Plan. Rather, the City shall approve
a PUD Master Plan only when it has determined that the applicant has demonstrated, to the
satisfaction of the City, that the PUD Master Plan provides a sufficient public benefit to justify
allowing the property owner to deviate from otherwise applicable minimum requirements of the
LDC.

Ordinance 1367
Page 4 of 7
E. For approval of a TNOD Master Plan, the Planning Board shall follow the requirements of Section 7.02.02.

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

10.10.02 Procedures After Completeness Determination

A. Within thirty (30) days of the Building and Planning Department’s determination that the application is complete, the Department shall schedule a public hearing on the application before the Planning Board.

B. The Building and Planning Department shall prepare a written report to the Planning Board regarding the Department’s analysis of the pending application. The report shall be available to the applicant and the general public no less than five (5) days prior to the Planning Board’s public hearing on the application.

C. The Planning Board shall conduct a quasi-judicial hearing on the application and determine whether the following conditions (among others it deems appropriate) are met by the applicant:

1. That the Development is planned under unified ownership and control rather than as an aggregation of individual and unrelated Buildings and Uses;

2. That the applicant has met the intent of the applicable sections addressing PUD or TNOD; and

3. That the applicant is providing sufficient public benefit to allow the applicant to deviate from the regulations applicable within the underlying zoning district generally.

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

4. That the applicant meets the Conditional Use criteria set forth in Section 5.06.00.

D. At the conclusion of the quasi-judicial hearing or within thirty (30) days thereafter, the Planning Board’s decision shall be reduced to a proposed, written order containing conclusions of applicable law, findings of relevant fact and signed by the chairman or vice-chairman and attested by the Board’s secretary.

E. Notice of the proposed order shall be mailed to the applicant and any person who shall have requested a copy during or at the conclusion of the public hearing. A sign-up sheet for such notice requests shall be provided and announced at the public hearing. Such notice shall include a copy of the proposed order, a description of the persons entitled to appeal and a statement of the appeal procedures set forth in this section.

F. Within ten (10) days after mailing the notice of proposed order, the City, the applicant or an Adversely Affected Person who appeared at the hearing shall be entitled to file with the secretary of the Planning Board a written request for a rehearing before the City Council.
written request for a rehearing shall set forth the specific grounds for such request. Any amendments to the written request for a rehearing may be made no less than ten (10) days prior to the City Council's public hearing on the application.

(Ord. # 1328, 2/12/15)

G. If no such request is timely filed, the Planning Board's proposed order shall become final and the City Council shall have no jurisdiction in the matter.

H. If such a request is timely filed, the Planning Board's proposed order shall be superseded by the City Council's final action on the request pursuant to section 10.17.00.

10.10.03 Revisions to Master Plan
Any revisions to an approved Master Plan shall be submitted to the Planning Board for approval with the same procedures and formality as approval of the original Master Plan.

(Ord. # 1271, 4-25-13)

10.10.04 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 to date including number of Dwelling Units, square footage of non-Residential Development, protection of natural resources, unanticipated events that have taken place and other benchmarks that measure progress in completing the approved Master Plan.

10.10.05 Invalidation of Master Plan
Failure to complete a benchmark by the time specified in the Master Plan timeline shall, upon notice and hearing, result in the invalidation of the Master Plan and Final Development Plan by written order of the Planning Board. Upon invalidation of the Master Plan, all land Development regulations applicable to the underlying zoning district in the case of a TNOD, the prior zoning in the case of a PUD or other regulations in effect prior to the approval of the Master Plan, as applicable shall apply to the property which was the subject of the Master Plan.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

SECTION 5. 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 1367
Page 6 of 7

AGENDA ITEM # 18
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 6. 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 __________, 2015.

________________________
MAYOR

ATTEST:

________________________
CITY CLERK

EXAMINED AND APPROVED by me this ___ day of ____________, 2015.

________________________
MAYOR

Published in the ___________ on the ___ day of ______, 2015.

Posted on pcbgov.com on the ___ day of ____________, 2015.
REGULAR AGENDA
ITEM #19,
ORDINANCE 1369
AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S LAND DEVELOPMENT CODE TO PERMIT SHORT TERM RENTALS OF SINGLE FAMILY DWELLINGS ON PARCELS LOCATED SOUTH OF FRONT BEACH ROAD IN R-1C ZONING DISTRICTS, SUBJECT TO SUPPLEMENTAL STANDARDS APPLICABLE TO TRANSIENT RENTALS ELSEWHERE IN THE CITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, short term rentals have historically occurred in two Gulf-front areas zoned as R-1C (Single Family Residential) and encompassing 44 lots; and

WHEREAS, several of the owners and representatives of owners of homes in these areas have recently petitioned the City to permit short-term rentals on Gulf front lots zoned R-1C; and

WHEREAS, the Planning Board considered the request on September 14, 2015 and recommended approval.

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 4.02.04 of the Land Development Code of the City of Panama City Beach related to Performance Standards for Zoning Districts, is amended to read as follows (new text bold and underlined, deleted text struckthrough):

4.02.04 Performance Standards for Zoning Districts
The performances standards set forth in this section apply to all zoning districts unless otherwise stated.

I. Additional Standards for Residential Districts
1. Outdoor storage is not permitted for any items not designed for outside Use such as automobile parts and tires, Building materials without a valid and active Building Permit, interior furniture and other similar items.
2. In Single Family zoning districts, it shall be unlawful for any person to occupy, solicit or permit another to occupy a Single Family Dwelling which does not contain a minimum of two hundred (200) square feet of habitable space, as defined in the building code, for each actual, intended and solicited occupant thereof. For purposes of this section, living space does not include unheated areas, bathrooms, closets, halls, storage or utility space and similar areas not used for living, sleeping, eating or cooking.

3. Each motor Vehicle parked for longer than six (6) hours between any part of the Dwelling structure and the right-of-way, including those Vehicles parked in the right-of-way contiguous to the Dwelling Lot shall be presumed to represent a separate occupant of the Dwelling, which presumption may be rebutted by clear and convincing evidence.

4. Single Family Dwellings in Single Family zoning districts may be rented provided:
   (a) the lease period shall be for a minimum of six (6) months and shall be formalized in a written agreement to be made available for City inspection upon request or in lieu of an agreement, the owner may provide a memorandum executed by all parties to the lease acknowledging the lease term for the subject Dwelling;
   (b) continuous and regular garbage service is provided to the Dwelling for the duration of the rental, as evidenced by a bill or receipt from an active account with a local trash hauling company in the name of the owner or local agent or representative; and,
   (c) the owner notifies the City of the name, telephone number and physical address of a local agent or representative located in within 12.5 miles of the Dwelling.
   (d) Single Family Dwellings located south of Front Beach Road in R-1C zoning districts shall be governed by and subject to the supplemental standards set forth in Section 5.04.33.

SECTION 2. From and after the effective date of this ordinance, Section 5.04.33 of the Land Development Code of the City of Panama City Beach related to Supplemental Standards for Transient Residential Rentals, is amended to read as follows (new text bold and underlined, deleted text struckthrough):

5.04.33 Transient Residential Rentals
A. Transient Residential rentals are allowable in the R-2, R-3, R-TH, CL, CM and CH zoning districts, and on parcels in R-1C zoning districts located south of Front Beach Road, subject to the standards of these zoning districts and the standards of this section.
B. Transient Residential rentals shall include units rented or leased for periods of:
   1. A minimum of one (1) week in the R-TH district,
   2. A minimum of three (3) days in the R-1C, R-2 and R-3 districts; and
   3. Any time period in the CL, CM and CH districts.
C. Signs shall not be posted on Residential rental units or the property where Residential rental units are located.
D. All parking shall be off-Street parking.
E. The Dwelling Unit shall in all respects be consistent with the Residential structures in the neighborhood and be consistent with the Residential character of the neighborhood. Determination of consistency shall be based on the design of the structure; the amount and location of off-Street parking; the location, size and design of the Driveway; Building orientation; landscaping; number, size and location of Accessory Structures; and the size and location of swimming pools or other outdoor Recreation facilities and equipment.
SECTION 3. From and after the effective date of this ordinance, Table 2.03.02 of the Land Development Code of the City of Panama City Beach related to Land Uses in Zoning Districts, is amended to read as follows (new text **bold and underlined**, deleted text *struckthrough*):

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<tr>
<th>Land Uses</th>
<th>AR</th>
<th>R-1a</th>
<th>R-1b</th>
<th>R-1c</th>
<th>R-1d</th>
<th>RO</th>
<th>R-TH</th>
<th>R-2</th>
<th>R-3</th>
<th>CL</th>
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<th>M1</th>
<th>C</th>
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<th>PF</th>
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<tbody>
<tr>
<td>Transient Residential Rentals</td>
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SECTION 4. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

SECTION 5. 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 6. 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 ___________, 20__.

__________________________
MAYOR

ATTEST:

__________________________
CITY CLERK

EXAMINED AND APPROVED by me this ____ day of ________________, 20__.

__________________________
MAYOR

Published in the _________________ on the ___ day of ______, 201__.

Posted on pcbgov.com on the ___ day of ________________, 201__.
REGULAR AGENDA

ITEM #20,

ORDINANCE 1370
ORDINANCE NO. 1370

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S LAND DEVELOPMENT CODE RELATED TO THE PIER PARK OVERLAY DISTRICT; ESTABLISHING HEIGHT LIMITATIONS FOR DEVELOPMENT GENERALLY IN PIER PARK; PROVIDING EXCEPTIONS FOR AMUSEMENTS AND A PERMANENT BEACH BALL DROP STRUCTURE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the City has received an application to erect an approximate 100' high permanent structure in Pier Park whose purpose is to feature and mechanically enable the annual Beach Ball drop that happens each New Year's Eve in Pier Park (the "Beach Ball Drop Structure"); and

WHEREAS, the City has also received an application to erect an amusement up to 200' in Pier Park;

WHEREAS, the contemplated structures are not prohibited by the Development of Regional Impact Development Order specifically governing the property, but are also not expressly regulated by the City's Land Development Code; and

WHEREAS, the City finds that it is necessary and appropriate to amend the City's Pier Park Overlay District regulations to address the maximum height for development within the Overlay District; and

WHEREAS, the City finds and determines that a general maximum height of 65' is consistent with the existing development in the Pier Park Overlay District, though it is below the maximum height of 85' which would be permitted by the underlying land uses in the District; and

WHEREAS, the City finds and determines that a general maximum height of 106', which is 125% of the maximum height of the most permissive zoning category existing right now in the Pier Park Overlay District, is consistent with the City's formula for regulating the height of amusements elsewhere throughout the City; and

WHEREAS, the City finds and determines that the proposed height of the Beach Ball Drop Structure, and the intended location for such structure, is consistent with the general maximum height established herein for amusements; and

WHEREAS, the City finds and determines that one amusement structure of
extraordinary height located in Pier Park on the site of the existing Amusement Park in the center of the Pier Park Overlay District is not inconsistent with the present use of that land.

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 7.02.01 of the Land Development Code of the City of Panama City Beach related to the Pier Park Overlay District, is amended to read as follows (new text bold and underlined, deleted text struckthrough):

Chapter 7: Special Overlay Districts
7.01.00 GENERALLY
It is the intent and purpose of this Chapter to establish and adopt zoning overlay districts to govern the Use of land and water within such districts.

7.02.00 ESTABLISHMENT OF SPECIAL OVERLAY DISTRICTS
The following overlay districts are established. The Uses allowable by the underlying zoning district shall apply, except as limited by the Use requirements of the overlay district.

7.02.01 Pier Park Overlay District

A. The Pier Park Overlay District is a sub-district of the CH district and is comprised of that portion of the Pier Park Community Redevelopment Area described upon attached Exhibit A of Ordinance Number 1023.

B. Setbacks. In addition to all other applicable requirements of this Zoning Ordinance, New Development in the Pier Park Overlay District must meet the following Lot and Building requirements. In the event of an inconsistency between the provisions of this section and the other requirements of the LDC or the City of Panama City Beach Code of Ordinances, the provisions of this section shall control.

1. Minimum Setbacks:

   (a) Front Beach Road, Panama City Beach Parkway and Powell Adams Road: twenty-five (25) feet

   (b) All internal Roads: five (5) feet

   (c) Minimum Side Setbacks: zero (0) feet
(d) Minimum Rear Setback: ten (10) feet plus four (4) inches per each foot of Building Height over forty (40) feet.

C. Maximum Impervious Surface: Eighty (80) percent, excluded from all computations is the City property west of the west boundary of Pier Park Drive. Impervious Surface may be clustered such that the Impervious Surface ratio exceeds 80% for a given Parcel. In order to cluster, the impacted property owners must submit to the City for approval a plan which shows which Parcels (receiving Parcels) will exceed the Eighty (80) percent Impervious Surface ratio and which Parcels (sending Parcels) will remain less than the Eighty (80) percent Impervious Surface ratio. The aggregate of sending and receiving shall in no case exceed the Eighty (80) percent Impervious Surface ratio. The exclusive purpose of this limitation is to limit the intensity of Development; accordingly, for the sole purpose of this calculation and no other purpose, stormwater ponds may be considered pervious areas.

D. Sidewalks. Sidewalks may be constructed of any material providing a hard, level and non-skid walking surface capable of supporting an imposed load of one hundred (100) pounds per square foot.

E. Signs. In addition to all other applicable requirements of this LDC, the following sign regulations shall apply to New Development in the Pier Park Overlay District. In the event of an inconsistency between the provisions of this subsection and the other requirements of this LDC or the City of Panama City Beach Code of Ordinances, the provisions of this subsection shall control.

1. No Off-Premises Signs shall be permitted.

2. Only the following Building Signs shall be permitted and a single Building shall be limited to one of the following alternatives:

(a) Alternative one. The Pier Park Overlay District shall not be considered a Shopping Center. Nevertheless, each separately owned or operated business establishment located within a Building containing multiple business establishments shall be permitted one (1) Building Sign or Canopy Sign and one (1) hanging (but not swinging) Projecting Sign, each to advertise that business and each the same size as if in a Shopping Center, provided such Building has a Frontage and such Signs are located on the Frontage side of the Building.

In addition, the rear (but not the side) of such a Building with a Frontage, that is the side opposite the Building Frontage, may be considered a separate "rear Building Frontage" for the purpose of permitting one (1) square foot of On-Premises Building Sign Area to be placed on the rear of that Building for each linear foot of "rear Building Frontage," provided that the aggregate Area of all such rear Building Signs shall not exceed thirty percent (30%) of the area of the rear side of that Building. The maximum number of such rear Building Signs at any given time shall be the greater of three (3) or the number of...
tenants or separate businesses operating within the Building at that time. The manner of determining the number and aggregate size of such rear Building Signs shall be as for ordinary Building Signs. A rear Building Sign advertising the branded name of a business currently operating anywhere within the Pier Park Overlay District shall be considered an On-Premises Sign for the purpose of this section.

(b) Alternative two. On-Premises Building Signs as specified in this subsection.

(c) Alternative three. A single Building occupied by one or more business establishments shall be permitted one (1) square foot of aggregate On-Premises Building Sign Area for each linear foot of the perimeter of the heated and cooled space of that Building by which to advertise the business or businesses operating within that Building. The maximum number of such Building Signs shall be seven (7). The aggregate area of all such Building Signs on a single side of that Building shall not exceed thirty percent (30%) of the area of that side. The manner of determining the number and aggregate size of such Building Signs shall be as for ordinary Building Signs.

3. No Free-Standing Signs shall be permitted, except:

(a) The existing Pier Park entrance signs.

(b) Four (4) On-Premises Sign Structures and Signs, one (1) which shall not exceed fifty (50) feet in Sign Height and five hundred (500) square feet in Sign Area visible from any one point and three (3) of which shall not exceed twenty-five (25) feet in Sign Height and two hundred (200) square feet in Sign Area visible from any one point. A Sign advertising the branded name of a business currently operating anywhere within the Pier Park Overlay District shall be considered an On-Premises Sign for the purpose of this subsection.

(c) An archway constructed over Pier Park Drive proximate to Front Beach Road and an archway constructed over Bluefish Drive proximate to and south of the internal Access road parallel to Panama City Beach Parkway, each containing only the words “Pier Park,” “Panama City Beach” and the registered service mark of the master developer of the Pier Park Overlay District, with no other advertising.

(d) For each Intersection, excluding Intersections with Powell Adams Road, Front Beach Road and Panama City Beach Parkway, one (1) or two (2) directional Signs not exceeding six (6) feet in Sign Height and sixteen (16) square feet in Sign Area visible from any one point and placed proximate to the Intersection, provided that only Street names and the name of and direction to one or more businesses operating within the Pier Park Overlay District or to egresses from the Overlay District are placed on such Signs.

(e) One free-standing Monument Sign not exceeding seven (7) feet in Sign Height and seventy (70) square feet in Sign Area for each Premises placed adjacent to a Street or a publicly accessible vehicular thoroughfare.
4. Except as provided in this subsection, no Banners shall be permitted (including by way of example and not limitation) "Grand Opening" or "Coming Soon" or "Sale" Banner or the announcement of a Community Event).

(a) A temporary Banner covering a Sign which has been damaged by windstorm or other casualty shall be permitted, provided such Banner is displayed for no more than (i) the forty-five (45) day period following such windstorm or casualty or (ii) the one hundred eighty (180) day period following such windstorm or casualty provided that at all times after the forty-fifth (45th) day the owner or person entitled to possession of such damaged sign has entered a binding, arms length contract for the total repair or replacement of such damaged Sign and the reason such contract has not been completed is in no way attributable to any act or omission of such owner or person entitled to possession of such damaged Sign.

(b) Permanent, decorative standards placed and maintained by the master developer of the Pier Park Overlay District or by an association representing the majority of the business occupants of the Pier Park Overlay District, shall be permitted upon public or common light poles, provided that such standards bear a common or related design intended to aesthetically unify the Pier Park Overlay District, do not advertise any business, event or thing and each standard is maintained in a clean, neat, whole and new appearing condition. Notwithstanding the forgoing, the standards may contain the words "Pier Park," "Panama City Beach" and the registered service mark of the master developer of the Pier Park Overlay District, with no other advertising.

F. Parking. In addition to all other applicable requirements of this LDC, the following parking regulations shall apply to New Development in the Pier Park Overlay District. In the event of an inconsistency between the provisions of this subsection and the other requirements of the LDC or the City of Panama City Beach Code of Ordinances, the provisions of this subsection shall control.

1. Four and one-half (4.5) Parking Spaces shall be required for each one thousand (1,000) feet of gross leaseable space, retail space, office space, movie theater space, restaurant space, entertainment space, service space or other commercial space.

2. The Parking Spaces required by law for any business operating within the Pier Park Overlay District may be located anywhere within the Pier Park Overlay District, provided that all Parking Spaces required by law for any business located within the Pier Park Overlay District are always available to the business invitee of any business operating within the Pier Park Overlay District.

G. Height Limitations.

Except as permitted in this section, no structure located anywhere in the Pier Park Overlay District shall exceed a height of 65' except:

Ordinance 1370
Page 5 of 7
1. Amusements or amusement facilities may be permitted to a height of 106'. As a matter of right, however, one amusement or amusement facility may be erected up to 206' in the area designated as Central Commercial in the Pier Park Development of Regional Impact Development Order.

2. One permanent, free standing Beach Ball Drop structure designed and constructed for the purpose of to showcase the City's annual Beach Ball Drop may be permitted to a height of 106'.

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 ____________, 20__.

MAYOR

ATTEST:

CITY CLERK

EXAMINED AND APPROVED by me this ___ day of ________________, 20__.
REGULAR AGENDA

ITEM #21,

ORDINANCE 1351-L
ORDINANCE NO. 1351 - "L"
(Limit immediately)

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, RELATING TO RENTED TWO WHEELED MOTOR SCOOTERS AND THREE OR FOUR WHEELED MOTOR SCOOTERS ("SCOOT COUPES"), COLLECTIVELY "SCOOTERS"; LIMITING THE NUMBER OF SCOOTERS WHICH MAY BE RENTED AT ANY LOCATION WITHIN THE CITY; PROHIBITING THE OVERNIGHT RENTAL AND OPERATION AFTER DARK OF SCOOTERS DURING COLLEGE SPRING BREAK; REPEALING ALL ORDINANCES IN CONFLICT TO THE EXTENT OF SUCH CONFLICT; AMENDING THE CITY'S LAND DEVELOPMENT CODE TO DEFINE AND PROHIBIT THE LOCATION AND OPERATION OF SCOOTER RENTAL BUSINESSES IN THE CITY AND CONDITIONING THE GRANDFATHERING OF EXISTING SCOOTER RENTAL BUSINESSES UPON CERTAIN LIMITATIONS UPON THE MAXIMUM NUMBER OF SCOOTERS AVAILABLE TO RENT AT EACH LOCATION; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the City of Panama City Beach is a tourist destination frequented by tens of thousands at a time; and

WHEREAS, while drawn to town by the beach, visitors look for other forms of amusement off the beach as well; and

WHEREAS, the rental of scooters has proven itself to be a popular form of amusement, as demonstrated by the increasing number of scooters registered with the City each year; and

WHEREAS, since 1993 the City has required rented scooters to be registered to regulate a variety of issues created by the industry; and

WHEREAS, in 2007 there were less than 700 rental scooters registered with the City, in 2009 there were between 1,500 and 1,600 rental scooters registered, in 2014 there were 1600 rental scooters registered, and in 2015 there are now approximately 1600 scooters registered and 1500 operating; and

WHEREAS, the City is only 8 miles long and 1 mile wide, and the streets have become dangerously congested with rented scooters; and

WHEREAS, given the youth and immaturity of the average rented scooter operator,
and the fact that scooters are rented for amusement purposes, many of these vehicles are
operated in a manner and in places that are dangerous and frequently inconsistent with the
City ordinances or the state's traffic laws; and

WHEREAS, the operation of these rented scooters in a manner inconsistent with
state and local laws has increased with the number of rented scooters operating as
amusements within the city; and

WHEREAS, the recitals contained in Ordinance No. 1337, adopted January 8, 2015,
finding it necessary to require the operators of rented scooters to read and carry a safety
brochure and wear vests in order to promote self-awareness and overcome the
recreational aspect of operation are incorporated here as if set forth in full to support this
ordinance and the reduction of such rentals in such large numbers as now occurs; and

WHEREAS, the City has attempted to help the operators of rented scooters become
more mindful of their surroundings and more responsible in the operation of those scooters
through a brochure and vest requirement; and

WHEREAS, by the admission of the scooter business owners, the rental businesses
cannot control what their renters do once they leave the business property; and

WHEREAS, the Council finds that the use of vests and brochures has increased the
responsibility of the rented scooter operators in the City, but that the sheer number of
scooters being rented and operated continues to support an unacceptable level of
irresponsible operation that will continue unless the number of rented scooters is
decreased; and

WHEREAS, on April 23, 2015, the Council preliminarily determined that the rental of
scooters should be phased out in the City altogether over a three year period, in order that
the businesses who rent scooters could achieve their investment expectations in the
current inventory of scooters and also plan and prepare alternative business models and
imposed a moratorium that has been respected without challenge; and

WHEREAS, the Council has found it desirable and necessary to begin reducing the
number of rental scooters available in the City and has considered the alternatives of either
reducing the number of scooters that a business may register each year by a percentage of
the number registered the prior year, or by allowing the existing inventory to decrease by
attrition; and

WHEREAS, reducing the number of rental scooters available in the City by a
percentage each year, commencing immediately, has the advantage or providing
immediate and certain relief from the excessive numbers; and

WHEREAS, every owner and operator of a scooter rental business has advised the
City that the provisions of this ordinance will allow them to recoup their respective investment and expectations for their current inventory of scooters with the understanding that as of September 5, 2017, the maximum number of scooters which may be made available for rental at any existing location will be sixty (60);

WHEREAS, the Council finds that the operation of rented scooters is particularly dangerous at night during spring break because of the congestion and proclivities of the students and the extraordinary demands placed upon law enforcement prevent adequate policing of scooter operation at night, in addition to the typical fact that visitors who rent scooters and are unfamiliar with the area, and often are not skilled scooter drivers so that they become more easily confused and distracted in nighttime traffic with reduced visibility and the glare of artificial lights; and

WHEREAS, in addition, the cover of darkness coupled with the nighttime market for illegal substances during spring break and the ability of a limited number of skilled scooter drivers to nimbly maneuver scooters in traffic to evade law enforcement, combined, create an environment that is contrary to the City’s goal of being a safe, drug-free and family-oriented tourist destination; and

WHEREAS, in light of these findings, the Council determines that the rental of scooters at night during spring break should be prohibited in order to protect the health, safety and welfare of all citizens and visitors in the City after dark; and

WHEREAS, the Council finds that the operation of three or four wheeled scooters (semi-enclosed “scoot coupes”) gives undue confidence and an unwarranted sense of security to many of the inexperienced drivers who rent them, such that the scoot coupes have been observed often on the connectors and high traffic corridors of the city which are not a safe venue for operation of such a vehicle by a vacationer unfamiliar with the city and intent on recreation and enjoying the ride; and

WHEREAS, the Council finds that the rented scout cooupes are operated in the same reckless disregard of traffic rules as two wheeled scooters, including riding on the shoulder of the road, on sidewalks, and passing each other in “hop-scotch” fashion; and

WHEREAS, the Council also finds that the rented scoot coupes are also especially dangerous when operated by vacationers because they sit low to the ground and do not provide for a distracted or unfocused and unfamiliar operator an adequate perspective on routes of travel and other vehicles, as a result of which the Council finds that the operators of these scoot coupes frequently find that they have taken a wrong turn and are unsure how and where to get back on track; and

WHEREAS, the Council finds that the operation of scoot coupes should be phased out at the same time and over the same period as the two wheeled scooters, because their operation is so similar to the rented scooters and in fact are manufactured using the same
or similar chassis, and because their impractical operation by young drivers and vacationers unfamiliar with the City presents similar challenges that would only be enhanced if the number of such vehicles on the road were to increase; and

WHEREAS, the Council finds that the operation of 4-wheeled, low speed street vehicles is consistent with the laid-back atmosphere of the City's beach community, and has observed that the operation of low speed street vehicles on City streets is not inconsistent with state and local traffic laws, particularly because the 4-wheeled, low speed street vehicles cannot weave and maneuver through traffic and off the pavement the way the scooters and scoot coupes can and do; and

WHEREAS, the Council finds a majority of the businesses currently renting scooters and scoot coupes also make available for rent 4-wheeled, low speed street vehicles, such that a prohibition on the rental of scooters and scoot coupes would not be devastating over a three year period during which the businesses could reduce the inventory of the two and three and four wheeled scooters while building up the inventory of 4-wheeled, low speed street vehicles; and

WHEREAS, the Council acknowledges that the cost to purchase and maintain a 4-wheeled, low speed street vehicle is greater than the cost to purchase and maintain a scooter or scoot coupe, but the Council also finds the life span of a 4-wheeled, low speed street vehicle is greater than a scooter or scoot coupe and therefore can offset the higher cost; and

WHEREAS, the Council finds that a reduction in the volume of the number of rented scooters and scoot coupes, coupled with the prohibition of their use after dark during spring break, are the most reasonable measures left available to the Council to protect the health, safety and welfare of the community and the reputation of the City as a safe and comfortable tourist destination; and

WHEREAS, all of the 12 scooter business locations within the City are located on Front Beach Road, the City's primary tourist and scenic corridor, and 9 of those locations are non-conforming uses; and

WHEREAS, the Council finds that a majority of the businesses currently engaged in the rental of scooters and scoot coupes are non-conforming uses because they do not have available an on-site or adjacent training area controlled by them in order to train interested renters on the proper operation of scooters and scoot coupes; and

WHEREAS, the Council finds that this lack of training area directly contributes to the cavalier and careless operation of rented scooters and scoot coupes; and

WHEREAS, the prohibition of rental scooters and scoot coupes does not eliminate any mode of transportation because the operation of owner operated scooters and scoot
coupes (not rented in the city for short periods of time essentially as an amusement) are
not affected; and

WHEREAS, Council finds that a three season, phased-down reduction in the
number of scooter rentals at each location to a maximum of sixty (60) units, beginning in
April of 2015 and ending in September of 2017, will allow a grace period during which
persons who currently rent motor scooters may continue to do so, and if they choose, to
transition their rental inventory toward bicycles, motorcycles or 4-wheeled, low speed street
vehicles; and

WHEREAS, City possesses home rule powers to legislate on any matter not
inconsistent with general law or special law, and is specifically authorized to create and
implement plan of zoning uses, and to amend the list of uses that are permitted or
prohibited; and

WHEREAS, recognizing that scooter rental businesses have a greater potential
detriment than other uses, the City has long designated motor scooter rental businesses as
a conditional use, and now finds that the extent of the present use has an adverse effect
on existing traffic patterns and materially increases congestion in the public streets, which
will only be exacerbated if the use is not decreased over time; and

WHEREAS, given the number of scooter business locations which are also non­
conforming uses, the Council finds that permitting the expansion of these businesses and
their motor scooter inventory fails to serve the useful purpose of reducing the burden these
non-conforming properties impose on the policies and priorities of the City’s Land
Development Code; and

WHEREAS, the City is authorized to establish and amend the actual list of permitted
or prohibited uses within a zoning category, and finds it necessary and appropriate to
prohibit scooter rentals.

WHEREAS, City Manager is authorized to prohibit or regulate the use of heavily
travelled streets by any class or kind of traffic found to be incompatible with the normal and
safe movement of traffic pursuant to Section 19-50(a)(13) of the City’s Code of Ordinances
and Section 316,008(1)(h), Florida Statutes (2015), which action is subject to review by the
City Council.

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

SECTION 1. The forgoing recitals are correct and express the legislative intent of
the people of the City of Panama City Beach. In summation, the City Council finds that the
number of rented scooters in the City is creating a nuisance and must be reduced, that initially successful attempts to diminish the irresponsible operation of rented scooters have been overcome by the sheer volume of rented scooters operated in the City, that by the rental companies' own admissions they cannot control what the operators of rented scooters do despite required training or the offering of safety gear intended to improve rider safety and the requirement of vests and brochures to increase operator self-consciousness, and therefore intends to immediately begin to reduce by percentages the number of rented scooters (including three and four wheeled scooters sometimes referred to as "scoot coupes") and limit such rentals to a maximum of sixty (60) units per location after September 5, 2017. Further, the Council finds that by reducing the number of scooters rented, not only will the City be better able to police the rental drivers but also the economics of having fewer units available for rent should have a positive effect upon the responsibility of the operators to whom the remaining units are rented. Nonetheless, the Council finds and have advised the scooter rental operators that if safety and responsible driving habits do not substantially improve, more restrictive measures shall be required including the potential of prohibiting the rental of scooters within the City.

SECTION 2. From and after the effective date of this ordinance, Articles I and VI, of Chapter 22 of the Code of Ordinances of the City of Panama City Beach, related to Vehicle Rentals is amended to read as follows (omitted text stricken; new text underlined):

Chapter 22 TRAFFIC AND MOTOR VEHICLES
ARTICLE I. - IN GENERAL
Sec. 22-05. - Definitions.
Definitions. The following words, terms or phrases, when used in this Chapter 22, shall have the meanings respectively ascribed to them:
Low speed street vehicle shall mean any four-wheeled vehicle whose top speed is no greater than 25 miles per hour, but shall not include golf carts.

Motor scooter or scooter shall mean a motorcycle or two or three or four wheeled vehicle powered by a motor with a displacement of fifty (50) cubic centimeters or less or is rated not in excess of two (2) brake horsepower and which is not capable of propelling such motorcycle at a speed greater than thirty (30) miles per hour on level ground, and shall include a moped as defined in FS 316.03(77)(2013), and any other two or three wheeled, self-propelled vehicle for which state law does not require proof of financial responsibility (see FS Chapter 324 (2013)).

ARTICLE VI. VEHICLE RENTALS

Sec. 22-100. Prohibited acts.
Sec. 22-101. Reserved. Overnight rentals and operation of rented motor scooters at night prohibited during college spring break.
Sec. 22-102. Itemization of damage claims.
Sec. 22-103. Threat of arrest.
Sec. 22-104. Limitations on deposits; cross-collateralization prohibited; exceptions.
Sec. 22-105. Registration and inspection.
Sec. 22-105.5. Enforcement and penalties.

Sec. 22-100. Prohibited acts.
(a) It shall be unlawful for any person to rent, lease or hire within the City a motorcycle, motor scooter or any other two- or three-wheeled, self-propelled vehicle, or solicit the same within the City, unless each of the following requirements is met:
(1) There is promptly available for delivery with each such vehicle available for rental if requested by the customer, protective headgear and eye-protective devices of a type approved by the Department of Highway Safety and Motor Vehicles, and there is present on the same premises a vest described in this section for each scooter available for rental.
(2) Protective headgear and an eye-protective device approved by the Department of Highway Safety and Motor Vehicles are furnished without charge if requested by the customer.
(3) For each motor scooter rented, there is affixed to it one of the number of unique medallions issued by the City for that location as required by the City's Land Development Code as a condition of the continuation of the rental of scooters as a non-conforming use. Reserved.
(4) For each motor scooter rented, all occupants are outfitted with a florescent green highway safety vest meeting at a minimum Class 2 ANSI 107-2010 or equivalent revised standards, upon the back of which the word "RENTAL" is applied in black, block letters four inches (4") high, and the occupants are not allowed to leave the rental business on the vehicle unless wearing the vest in a normal fashion on the outside of all clothing or apparel.
(5) All persons who will operate the vehicle hold and have in their possession a valid driver's license authorizing operation of the vehicle upon the public streets of Florida and the name and address of all operators and the number and state of issuance of all licenses shall be made a part of the contract pursuant to which possession of the vehicle is transferred.
(6) Reserved.
(7) All operators listed on the rental agreement for each motor scooter shall be required to read, print their name, sign and date a brochure in form and substance approved by the Chief of Police outlining the laws applicable to the operation of motorcycles in Florida (a "Safety Brochure"). The Safety Brochure shall also
explain (i) that the City understands that the rental about to commence is more of an amusement ride than transportation, (ii) that vests are required to maximize the visibility of the amusement vehicles for the occupants’ safety and the protection of property, and (iii) that the police are particularly sensitive to reckless and unlawful operation of the amusement vehicles because they have seen frequent injuries and damages caused by them. A subsequent rental on a following day shall require a new Safety Brochure.

(8) There is prominently affixed to such vehicle a current registration decal supplied by the City.

(9) Reserved.

(10) The entity owning and renting a motorcycle or motor scooter shall have provided and have in effect a policy of insurance through an insurance company licensed to do business in Florida insuring the owner and operator of such rented scooter against loss from liability for bodily injury, death, and property damage arising out of the ownership, maintenance or use of the vehicle in not less than the limits described below and conforming to the requirements of FS 324.151 (2013) subject to the usual policy exclusions that have been approved in policy forms by the Florida Office of Insurance Regulation:

In the amount of ten thousand dollars ($10,000) because of bodily injury to, or death of, one person in any one crash; and

Subject to such limits for one person, in the amount of twenty thousand dollars ($20,000) because of bodily injury to, or death of, two or more persons in any one crash; and

In the amount of ten thousand dollars ($10,000) because of injury to, or destruction of, property of others in any one crash.

(11) There is conspicuously posted at all entrances to such business premises and above wherever rental forms are signed, on a sign in size and form (including font) approved by the Chief of Police displaying the schedule of maximum deposits allowed and including substantially the following notices:

CITY ORDINANCE REQUIRES DELIVERY OF A WRITTEN ITEMIZATION OF PARTS AND LABOR CHARGED AGAINST A SECURITY DEPOSIT AND A CLEAR PHOTOGRAPH OF ANY DAMAGE CLAIMED. CITY ORDINANCE PROHIBITS YOUR DEPOSIT BEING USED FOR ANOTHER PERSON UNLESS YOU CONSENT BY SEPARATE WRITTEN INSTRUMENT.

IN ORDER TO RENT A MOTORCYCLE, YOU MUST HOLD A VALID DRIVER’S LICENSE WHICH WOULD PERMIT YOU TO OPERATE A MOTORCYCLE IN YOUR HOME STATE.

IT IS ILLEGAL FOR ANYONE NOT LISTED AS AN OPERATOR ON THE RENTAL AGREEMENT TO OPERATE THE MOTORCYCLE OR SCOOTER.

TO RENT A MOTOR SCOOTER YOU MUST READ, SIGN AND HAVE IN YOUR POSSESSION WHILE DRIVING IN THE CITY A “SAFETY BROCHURE” AND WEAR A VEST WHICH THIS BUSINESS WILL GIVE TO YOU.

OPERATING A MOTOR SCOOTER WITHOUT THE BROCHURE OR WITHOUT WEARING THE VEST, OR VIOLATING ANY FLORIDA TRAFFIC LAWS, WILL SUBJECT YOU TO A CIVIL PENALTY OF BETWEEN $100 AND $500 DOLLARS, OR MORE.

Said notice shall have a white background with black Roman lettering in substantially the form on file and available for inspection in the office of the City Clerk.

(b) It shall be unlawful for any person to rent, lease or hire within the City a motorcycle, motor scooter or any other two- or three-wheeled, self-propelled vehicle, or solicit the same within the City, to a person who is under the influence of alcoholic beverages or any controlled substance. A person is under the influence of alcoholic beverages or any controlled substance when affected to the extent that the person’s normal faculties are impaired.

(c) It shall be unlawful for any person to operate on the public streets of the City a motor scooter which is rented, leased or hired within the City, (or within the County, as described and provided below), unless:

(1) The person operating the vehicle is listed as an operator in the rental agreement under which the vehicle is being operated and a copy of that rental agreement is secured in the vehicle or in the possession of the operator; and

(2) The operator of the vehicle has in his or her possession a Safety Brochure dated and signed by him or her that same day.

(d) It shall be unlawful for any person to operate on any street or highway under the City’s jurisdiction a motor scooter which is rented, leased or hired within the City (or within the County, as described and provided below), unless all occupants of the vehicle are wearing on the outside of all clothing or apparel outflitted
with a florescent green highway safety vest upon the back of which the word "RENTAL" is applied in black, block letters four inches (4") high.

(e) It shall be unlawful for any person to operate on the public streets of the city a motor scooter which is rented, leased or hired within the City if there is on or in the vehicle an alcoholic beverage in a container not sealed with the manufacturer's original seal.

(f) The City consents to the applicability within its boundaries, and may enforce against persons who rent, lease or hire, motor scooters within the unincorporated area of Bay County bounded by Phillips Inlet, the Intracoastal waterway and St. Andrews Bay, any requirements imposed by Bay County upon such persons to the extent consistent with this article or any interlocal agreement entered between the City and Bay County.

(g) As used in this Article, the term motor scooter, or scooter, shall mean a motorcycle powered by a motor with a displacement of fifty (50) cubic centimeters or less or is rated not in excess of two (2) brake horsepower and which is not capable of propelling such motorcycle at a speed greater than thirty (30) miles per hour on level ground, and shall include a moped as defined in FS 316.03(77)(2013), and any other two or three wheeled, self-propelled vehicle for which state law does not require proof of financial responsibility (see FS Chapter 324 (2013)).

Sec. 22-101. Reserved. Overnight rentals and operation of rented motor scooters at night prohibited during college spring break.

As used here, college spring break means the period commencing March 1 at 12:01 AM and ending March 31 at 11:59 PM each year, unless that period is extended by resolution of the City Council adopted on or before the immediately preceding January 31st as authorized here.

(1) No person who makes a scooter available for rent shall make a scooter available for rent overnight, or rent a scooter overnight or between sunset and sunrise each day, during college spring break.

(2) Any rented scooter operated on the road at night (between one half hour after sunset and one-half hour before sunrise) during college spring break shall be confiscated and impounded by the City. Possession of the impounded scooter shall be surrendered to the owner of the scooter, or to his, her or its authorized representative, no sooner than the next business day and only after payment of an impound fee and storage fee in such amounts as may be established by resolution of the City Council from time to time based upon the charges negotiated by the city with private parties for those services.

Sec. 22-102. Itemization of damage claims.

No person or business renting, leasing or hiring within the City a motorcycle, motor scooter, moped or any other two- or three-wheeled, self-propelled vehicle, shall make any charge for damage to such vehicle without first delivering to the customer a written, itemized statement of such charge, separately stating each replacement part and its cost, all labor costs, and any other charge made, and one (1) or more color photographs clearly depicting the damaged parts. No additional charge may be made for such statement and photographs.

Sec. 22-103. Threat of arrest.

No person or business renting, leasing or hiring within the City a motorcycle, motor scooter, moped or any other two- or three-wheeled, self-propelled vehicle, shall threaten a customer with arrest or criminal prosecution for refusal to pay a damage claim or any other charge.

Sec. 22-104. Limitations on deposits; cross-collateralization prohibited; exceptions.

(a) No person or business renting, leasing or hiring within the City a motorcycle, motor scooter, moped or any other two- or three-wheeled, self-propelled vehicle intended to be operated upon a public street shall accept anything of value as security or collateral for the full performance of the rental agreement therefor (hereafter in this section a "deposit"), other than (i) cash, or (ii) a credit card invoice upon which a maximum amount is clearly written, and in either case not exceeding the amount per vehicle set forth in subsection (d). The fee paid by a customer as consideration for the rental is not a deposit.

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(b) Any value transferred to a person or business renting a vehicle within the City in connection with such rental shall be conclusively deemed to be a deposit within the meaning of the forgoing prohibition whenever the circumstances of the rental provide or reasonably infer that such value will be returned to the customer if the customer fully performs the customer's obligations under the rental agreement, including the obligation to pay the cost to repair any damage or loss sustained by the vehicle during the rental period. Nothing herein shall prohibit such person or business from collecting a non-refundable, voluntary fee to limit a customer's liability in the event of damage or loss to the rented vehicle, such a fee not being a deposit; however, any value held to secure satisfaction of the customer's liability so limited is a deposit within the meaning of the forgoing prohibition.

(c) No person or business renting within the City a self-propelled vehicle intended to be operated upon a public street shall permit or require the cash or credit card deposit given by one (1) or more persons, individually or jointly, with respect to one or more vehicles to be applied in excess of the amount per vehicle set forth in subsection (d).

(d) Maximum deposits permitted:

<table>
<thead>
<tr>
<th>Vehicle Type</th>
<th>Deposit Cap</th>
</tr>
</thead>
<tbody>
<tr>
<td>Motor Scooter</td>
<td>$150</td>
</tr>
<tr>
<td>Moped (2 or 3 or 4 wheel, less than 50cc)</td>
<td>$300</td>
</tr>
<tr>
<td>Electric Car or Dune Buggy (3 or 4 wheel)</td>
<td>$500</td>
</tr>
<tr>
<td>Motorcycle (50cc or greater)</td>
<td>$500</td>
</tr>
<tr>
<td>All other vehicles</td>
<td>$500</td>
</tr>
</tbody>
</table>

Sec. 22-105. Registration and inspection.

(a) Each motorcycle, motor scooter, moped or any other two- or three-wheeled, self-propelled vehicle, or low-speed vehicle rented, leased or hired within the City shall be inspected and registered annually with the Chief of Police at the offices of the Police Department at such times as shall be specified by the Chief. The annual application for registration of each vehicle shall include:

1. The name, residence and mailing address of the owner, and
2. The name, location and mailing address of the rental, etc. business, and
3. A description of each type of vehicle to be rented by the business, including make, model and manufacturer, engine displacement, maximum brake horsepower, maximum seat height from ground, and whether equipped with pedals to permit propulsion by human power, and
4. The approximate number of vehicles of each type to be rented by the business, subject to a continuing obligation to promptly advise the Chief of Police of any material change in such number, and
5. A description of each type of protective headgear and eye protective device to be used, including manufacturer, make model and serial number, if any, and the approximate number of each type, and
6. Evidence satisfactory to the City of the trust deposit or bond required by law.

(b) Each application shall be accompanied by a registration fee in the amount of fifty dollars ($50), plus one dollar ($1) for each decal furnished, to defray the cost of enforcing the regulations contained in this Article.

(c) Each registration shall expire on December 31 next following issuance, regardless of the date of issuance.

(d) Each vehicle to be rented pursuant to this Article shall be inspected by the Chief of Police or his designee to confirm that the throttle, brakes, lights, blinkers and horn are in apparent working order, that the vehicle has a current tag and does not appear to leak fuel.

(e) If all conditions in the application and inspection are met, the Chief of Police or his designee shall supply and place upon each vehicle to be rented a decal, in form and content specified by the Chief of Police or his designee, to identify the vehicle as a rental vehicle associated with the business renting the vehicle.

Sec. 22-105.5. Enforcement and penalties.

(a) The City finds that a violation of any section of this Article, except Section 22-105, presents a serious threat to the public health, safety and welfare which is irreparable and irreversible and of an itinerant or transient nature.

(b) Each violation of this Article shall constitute a separate, civil infraction within the meaning of Florida Ordinance 1351 - L
Statutes Chapter 162, Part II, punishable by a civil penalty in the amount specified below unless a different amount is specified in the section violated.

First violation of this Article: $100.
Second violation of this Article: $200.
Third and all subsequent violations of this Article: $500.

Unless otherwise specified, a person who does not contest the civil citation for violation of this Article shall be subject to a civil penalty in the following amount:
First violation of this Article: $50.
Second violation of this Article: $100.
Third and all subsequent violations of this Article: $250.

The penalty for uncontested civil citations may be paid directly to the City Clerk.

(c) This Article may be enforced by the issuance of a civil citation by a sworn police officer of the City who has reasonable cause to believe that a person has violated any section of this Article. All sworn police officers of the City shall be considered code enforcement officers for the purpose of enforcing every section of this Article. A citation issued under any section of this Article may be contested in the county court for Bay County, Florida. The civil citation shall contain the matters specified in § 162.21 Florida Statutes (2013), or subsequent, superseding legislation, in form approved by the Chief of Police. Any person who willfully refuses to sign and accept a citation issued pursuant to this section shall be guilty of a misdemeanor of the second degree, punishable as provided in §§ 162.21(6), 775.082 & 775.083, Florida Statutes or subsequent, superseding legislation. In addition to the penalties specified in this Article, a person voluntarily paying a civil citation or convicted of a civil citation shall be required to bear all costs and fees imposed by the County Court or the office of the Clerk.

(d) The penalties provided here are cumulative to any other civil or criminal penalties available for violation of this the Panama City Beach Code of Ordinances, or state law.

(e) Each day (any 24 consecutive hour period) that a continuing violation of this Chapter occurs or continues shall constitute a separate, civil infraction punishable by a civil penalty in the cumulative amount specified above. Repeat violations by a single person or entity may relate to different requirements imposed by this law and in different circumstance and still constitute a repeat violation for the purpose of determining the civil penalty due.

SECTION 3. From and after the effective date of this Ordinance, the following sections of the City's Land Development Code are amended as follows (omitted text stricken; new text underlined) in order to define motor scooters and to immediately prohibit the location and operation of new scooter rental businesses within the city. Bold text not underlined is existing, current law.

Table of Contents

... 5.06.12 Moped; Motorcycle and Motor Scooter Rentals and Deliveries ...

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

... 

Motor Scooter or Scooter- a motorcycle or two or three or four wheeled vehicle powered by a motor with a displacement of fifty (50) cubic centimeters or less or is rated not in excess of two (2) brake horsepower and which is not capable of propelling such motorcycle at a speed greater than thirty (30) miles per hour on level ground, and shall include a moped as defined in FS 316.03(77)(2015), and any other two or three wheeled, self-propelled vehicle for which state law does not require proof of financial responsibility (see FS Chapter 324 (2015)).

Motor Scooter Rental or Scooter Rental- the rental or hire of a Motor Scooter for any valuable consideration.

... 

Table 2.03.02: Land Uses in Base Zoning Districts
Land Uses
... 

Moped, Motorcycle and Motor Scooter Rentals

2.03.00 LAND USES ALLOWED IN ZONING DISTRICTS

2.03.01 Generally
A. Table 2.03.02 describes the Land Uses that are permissible, prohibited or permissible subject to Conditional Use standards and procedures or permissible when complying with supplemental standards in addition to the standards for the zoning district. Issuance of Local Development Orders or Building Permits for any specific Land Use requires compliance with the Use standards referenced in Table 2.03.02, as well as with site design standards, wetlands and other environmental standards, conditional standards when applicable and supplemental standards when applicable. Additional use prohibitions are established in the Front Beach Overlay districts (see Section 7.02.03D) and may be established pursuant to discretionary Development Permit approvals.

... 

D. The following Land Uses are prohibited in every zoning district:
   1. Junk Yards and Salvage Yards; and;
   2. Landfills other than land clearing debris and construction debris landfills, and;
Table 4.05.02.A: Parking Space Requirements
Type of Use or activity

Moped, Motorcycle, motor-scooter and paddle boat rentals

Table 4.05.03.B: Maximum Distance from Principal Uses to Parking Lots serving the Use

<table>
<thead>
<tr>
<th>Use</th>
<th>Maximum Distance</th>
</tr>
</thead>
</table>
| Moped, Motorcycle Operations | 5.06.00 CONDITIONAL USES

5.06.12 Moped, Motorcycle and Motor-Scooter Rentals and Deliveries
Moped, motorcycle and motor-scooter rentals and delivery may be allowed in the CH zoning district subject to conditional use approval and compliance with the following conditions. These Uses are not allowable in the area lying south of a continuation of the centerline of Front Beach Road (Scenic Highway 98) through South Thomas Drive and Thomas Drive.

A. The Use must be located no greater than five hundred (500) feet from Front Beach Road, Thomas Drive or South Thomas Drive.

B. The Use must be located no closer than one thousand five hundred (1,500) feet to a Single Family zoning district (R-1A, R-1B, R-1C, R-1CT and R-0) or a limited Multi-family zoning district (R-TH and R-2).

C. On-site repair and maintenance activities are limited to equipment rented on site.

D. A minimum area of fifty (50) feet in width and eighty (80) feet in length shall be provided for training and practicing. Such area shall not be dedicated or used for any other purpose.

E. As part of the application, the applicant shall submit information and plans in sufficient detail to show the specific number of mopeds, motor scooters, and motorcycles to be associated with the property, as well as the specific location where the mopeds, motor scooters, and motorcycles will be displayed, rented and stored on the property. If approved, the applicant shall submit to the Building and Planning Department the identification number of each moped, motor scooter and motorcycle available for rent prior to commencement of business operations. Such total number of mopeds, motor scooters and motorcycles shall not exceed that approved by the Planning Board.

F. The area dedicated to repair and maintenance shall be enclosed with a Solid Faced masonry or wooden wall or fence not less than six (6) feet and not more than eight (8) feet in height. The decorative side of the fence shall face outward.

G. One medium or large tree shall be required for every twenty (20) feet of side and rear property boundary. Any medium or large tree required by this section shall not be counted toward any landscaping otherwise required by this Code.

9.02.01 Continuation of Non-conforming Development
A. Subject to section 9.02.02, Non-conforming Development may remain in Use and in place in its nonconforming state, if such Development is otherwise lawful and in existence on the date of enactment or subsequent amendment of this LDC. Notwithstanding the forgoing, Motor Scooter Rental Uses are subject to the limitations upon the number of Scooters at each location set forth in sub-section D of this Section.

B. Nothing in this chapter shall be construed to prevent the ordinary and routine maintenance and repair of nonconforming structures. A non-conforming structure may be issued a roofing permit, regardless of the other provisions of this section.

C. Where an existing Use is located in conformity with this LDC (or similar, preceding law), the subsequent establishment of a neighboring Use, which due to distance limitations would make the pre-existing use non-conforming, shall not cause the prior Use to be in violation of this LDC. Such Use shall not become a non-conforming Use but shall continue as if a lawful, conforming Use except that the Use shall be brought into full compliance with the Use regulations in this LDC upon discontinuance of occupancy and/or Use of the Development for a period of more than 180 days in any 365 day period.

D. Any location with eighty (80) Scooters or less offered for rental consistently during the summer of 2015 shall be limited to offering a maximum of sixty (60) Scooters. Any other Scooter rental location shall be limited to the following maximum number of rental Scooters:

- Immediately: Seventy-five percent (75%) of the number of Scooters consistently offered for rent at that location during the summer of 2015.
- After September 5, 2016: Fifty percent (50%) of the number of Scooters consistently offered for rent at that location during the summer of 2015.
- After September 5, 2017: Sixty (60) Scooters.

The City shall prepare and issue for each Non-Conforming Use Scooter Rental location a number of medallions unique to that location and each Scooter available for rent at a Non-Conforming Use must have one of those medallions affixed to it. Excess medallions must be returned to the City on or before September 5, 2016, and September 5, 2017. Medallions may be used only at the location for which issued.

SECTION 4. From and after the effective date of this ordinance, no conditional use applications shall be accepted by the City for the operation of a business renting one or more motor scooters.

SECTION 5. ALTERNATE AMUSEMENTS. City Staff are hereby authorized and directed to work with the industry to explore the accommodation of alternate amusements to fill the gap created by the reduction of rented motor scooters.

SECTION 6. REPEAL. All ordinances or parts of ordinances in conflict herewith are
repealed to the extent of such conflict.

SECTION 7. CODIFICATION. The appropriate officers and agents of the City are authorized and directed to codify, include and publish in electronic format the provisions of this Ordinance within the Panama City Beach Code of Ordinances and the Panama City Beach Land Development Code, and unless a contrary ordinance is adopted within ninety (90) days following each such publication, each codification of this Ordinance shall become the final and official record of the matters herein ordained and there codified. Section numbers may be assigned and changed whenever necessary or convenient.

SECTION 9. SEVERABILITY. If any section, subsection, clause, phrase, or provision of this Ordinance is held invalid or unconstitutional, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

SECTION 10. EFFECTIVE DATE. 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 _____________, 2015.

________________________
MAYOR

ATTEST:

________________________
CITY CLERK
EXAMINED AND APPROVED by me this ____ day of ________________, 2015.

________________________________________
MAYOR

Published in the ________________ on the ___ day of _____, 2015 and

Published in the ________________ on the ___ day of _____, 2015.

Posted on pcbgov.com on the ___ day of ________________, 2015.
REGULAR AGENDA
ITEM #22,
ORDINANCE 1371
ORDINANCE NO. 1371

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S CODE OF ORDINANCES RELATED TO SPECIAL EVENTS; AMENDING THE FEE SCHEDULE FOR APPLICATIONS TO ESTABLISH FEES FOR LATE SUBMITTED APPLICATIONS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the City requires producers of special events within the City to obtain a special event permit demonstrating feasible, credible and sufficient plans to safety conduct the event and to permit the City to understand and prepare for any collateral effects of the event; and

WHEREAS, in order for the City to timely and reasonably review and understand the plans for the event, the City has established application deadlines based on the anticipated size of the event; and

WHEREAS, the City finds and determines that it is appropriate to establish a penalty for those producers who do not timely submit event applications, or commence their scheduled event without a permit.

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 4-19 of the Code of Ordinances for the City of Panama City Beach related to Special Events, is amended to read as follows (new text bold and underlined, deleted text struck through):

Sec. 4-19. Application fee and City services fee.
(1) Application for a special event permit shall be accompanied by one of the following applicable fees for administrative expenses incurred in evaluation and processing the application:
   (i) For a small event, $50.00. An additional fee for applications submitted after the deadlines set forth in Section 4-18 will be imposed at the rate of $10 per day each day the application is late, or in the amount of $50, whichever is less.
   (ii) For a medium event, $225.00. An additional fee for applications submitted after the deadlines set forth in Section 4-18 will be imposed at the rate of $10 per day each day the application is late, or in the amount of $225, whichever is greater.
   (iii) For a large event, $350.00. An additional fee for applications submitted after the deadlines set forth in Section 4-18 will be imposed at the rate of $10 per day each day the application is late, or in the amount of $350, whichever is greater.
Applications submitted after the start of the special event will be subject to an application fee in an amount equal to three times that of the original application fee.

If an event permit for a large event wholly or partially on the sandy beach is not issued due to other such sandy beach event(s) occurring on the same calendar day the application fee shall be refunded. In the event the City Council shall find that the event will serve a charitable, public and non-religious purpose, it may by resolution waive or lower the application or City services fee, or both, by appropriating general revenue funds to be applied to the fee.

(2) As part of the City's administrative review of an application for a large event permit, as soon as the City's initial review of the application is sufficiently complete to estimate the City services for police, fire and medical support that will be needed as a direct result of the event and not as a duty to the public generally, as well as the actual, marginal cost of those services, the City Manager or his or her designee shall schedule a pre-permit conference with the applicant during which the conduct of the event shall be discussed, public and private resources coordinated and the amount of the City services fee to be paid by the applicant agreed upon or not. It shall be the Applicant's duty to attend the pre-permit meeting at a day and time convenient for city staff. If the applicant does not accept the amount of the fee determined by the City, the City shall nonetheless proceed in ordinary course to complete the application process and either deny the permit through the process contained in this Article without consideration of the applicant's objection to the fee, or if the applicant is entitled to the permit then grant the permit upon the condition that the City services fee be paid before the permit becomes valid or effective.

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 __________, 20__.
REGULAR AGENDA
ITEM #23,

PLAT APPROVAL
Memorandum

To: Mario Gisbert
CC: Mel Leonard, Kelly Jenkins
From: Amy Myers
Date: November 6, 2015
Subject: Plat – Breakfast Point Commercial Subdivision

A quasi-judicial hearing will be held during the November 12, 2015, Council meeting to consider approval of a plat subdividing land within the City. The sole issue to be determined at the hearing is whether the plat conforms to the technical requirements of state and local law, all of which are objective. If the plat meets the applicable requirements, typically the owner is entitled as a matter of law to have it approved so that it may be recorded and serve as the future, sole basis to describe the lands located within the plat. In this plat, the horizontal improvements dedicated to the public have been constructed. The Land Development Code requires most subdivisions of land to be platted in order to confirm compliance with the Code.

The subject plat of Breakfast Point Commercial Subdivision proposes to subdivide a parcel of land into 2 commercial lots. The parent parcel was previously split as part of the general development of the Breakfast Point Station, which is adjacent to but not a part of this plat. Breakfast Point Commercial Subdivision is located on the north side of Panama City Beach Parkway and east of North Richard Jackson Boulevard.

Staff has reviewed the subject plat and determined that it does meet applicable requirements.

The purpose of the hearing is to give the public notice of the subdivision of land and an opportunity to point out any technical deficiencies in the plat. The public is not entitled to prohibit an owner from lawfully subdividing his or her land. If no one appears at the hearing to object to the plat, the law permits the Council to receive in the record the minimum evidence necessary to enter the order, which will be presented for approval on next month’s Consent agenda.
BREAKFAST POINT COMMERCIAL SUBDIVISION

BUCHANAN & HARPER, INC.

AGENDA ITEM # 23