REVISION
PANAMA CITY BEACH CITY COUNCIL
AGENDA

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

MEETING DATE: February 25, 2016
MEETING TIME: 2:00 P.M.

I. INVOCATION: MAYOR GAYLE F. OBERST
II. PLEDGE OF ALLEGIANCE: MAYOR GAYLE F. OBERST
III. APPROVAL OF MINUTES
IV. APPROVAL OF AGENDA
V. DF CONSENT AGENDA
1. "CLEAN-UP, PAINT-UP AND FIX-UP MONTH" PROCLAMATION, "A Proclamation saluting and encouraging aesthetic efforts by proclaiming March 2016, as "Clean-Up, Paint-Up and Fix-Up Month" in Panama City Beach."

2. REVISION OF THE CITY MASTER AUDIT LIST TO REMOVE OBSOLETE ITEMS. All Departments have been asked to update their audit lists for surplus/obsolete equipment/vehicles/etc. These items are to be removed from the Master Audit List. STAFF RECOMMENDS approval to remove these items. By approval of this matter in the Consent Agenda, the City Council makes a finding of surplus for these items and approves their removal from the Master Audit List.

3. RESOLUTION 16-58, UTILITY DEPARTMENT FLEET VEHICLE PURCHASE. Staff allocated funds in the FY 2015-2016 Water and Wastewater Utilities Budget to purchase several service vehicles. All but one of the vehicle purchases were publicly bid and awarded a few months ago. Staff deferred acquiring one until a determination was made concerning whether the type of vehicle would be changed. At this time, Staff desires to purchase one additional 2016 short wheelbase cargo van from Hub City Ford, piggybacking on a previous Utility Fleet Vehicle Bid the City received on March 18, 2015. Attached is a copy of that bid tabulation and a letter from Hub City Ford agreeing to match the original bid amount. STAFF RECOMMENDS that the Council authorize the City Manager to purchase the vehicle from Hub City Ford in the amount of $20,799.

This fleet purchase is budgeted and the proposed vehicle cost is below the budgeted amount. If approved by the Council, a purchase order will be issued and delivery is expected within 20 weeks. "A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF A SHORT WHEELBASE CARGO VAN FOR THE UTILITIES DEPARTMENT IN THE BASIC AMOUNT OF $20,799."

4. RESOLUTION 16-59, MSA TASK ORDER 5 TETRA TECH, CONSERVATION PARK BIOLOGICAL MONITORING. The City Wastewater Treatment Plant on Gulf Boulevard ceased all discharges of treated effluent to West Bay on May 28, 2011 when the new 2,900 acre receiving wetland project (Conservation Park) became operational. The City's Wastewater Treatment Facility Permit with the Florida Department of Environmental Protection (FDEP) now requires extensive quarterly hydrologic and
Environmental monitoring of the wetland site in addition to the routine water quality sampling performed by City staff. This monitoring effort provides the City, and FDEP, information needed to evaluate any long term changes that may occur to the wetland ecosystem. Staff requested and has received a proposed Task Order Number 5 for work under the existing Master Services Agreement (MSA) with the City's Wetland Engineering Consultant, Tetra Tech, Inc., to perform certain monitoring and reporting tasks required for next year that are outside of Staff's capabilities. A copy is attached for review as Attachment A to the MSA, along with a proposed Notice To Proceed form, Exhibit B. Fees in the task order total $92,120 to complete activities required during 2016. Monitoring quarter number two requires the most man-hours as it includes preparation of the required "Annual Wetlands Monitoring Summary Report" for submission to FDEP. STAFF RECOMMENDS APPROVAL of this Task Order and sufficient funds have been included in this fiscal year Wastewater System budget for the work effort. "A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING APPROVAL OF AN AGREEMENT WITH TETRA TECH, INC. FOR SAMPLING AND ANALYSIS OF EFFLUENT DISCHARGED BY THE CITY'S WASTEWATER TREATMENT PLANT, IN THE AMOUNT OF $92,120, AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE."

### Regular Agenda Items - Discussion/Action

<table>
<thead>
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<tr>
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<td>Resolution 16-57, Re-Award Ocean Reef Outfall Improvements Contract.</td>
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<td>2nd Amendment to the Town of Seahaven Development Agreement. Public Hearing.</td>
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<td>6</td>
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<td>Michael Inman &amp; Bill Young Presentation.</td>
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<td>7</td>
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<td>City Manager Update.</td>
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I certify that the Council members listed above have been contacted and given the opportunity to include 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.
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, the Sunshine State, with its blue-green waters, sugar-white sandy beaches, and green roadides, provides a unique opportunity to enjoy and appreciate beauty; and

WHEREAS, the dedicated Operation Cinderella Committee of Bay County is actively involved in an effectual program of beautification and sanitation for all of Bay County; and

WHEREAS, the municipalities of this County are anxious to cooperate, recognizing that participation by each municipality and its citizens is the key ingredient for the success of this worthwhile project; and

WHEREAS, the Spring season in Panama City Beach has traditionally been the appropriate time for inaugurating its beautification program; and

WHEREAS, Panama City Beach citizens recognize and appreciate the natural beauty of our area and enthusiastically respond to the opportunity to enhance this God-given aura of appreciable ambiance;

NOW, THEREFORE, I, Gayle F. Oberst, by virtue of the authority vested in me as Mayor of the City of Panama City Beach, do hereby proclaim the month of March, 2016, as

"CLEAN-UP, PAINT-UP AND FIX-UP MONTH"

in Panama City Beach, and in so doing urge all residents to participate and clean-up, paint-up, fix-up and, most importantly, KEEP IT UP!

IN WITNESS WHEREOF, I have hereunto set my Hand and caused the Official Seal of the City of Panama City Beach, Florida, to be affixed this Twenty-Fifth of February, in the Year of Our Lord Two Thousand Sixteen.

City of Panama City Beach

[Signature]
Gayle F. Oberst, Mayor

ATTEST:
Diane Fowler, City Clerk
CONSENT AGENDA
ITEM #2,
REVISION OF CITY’S MASTER AUDIT LIST
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REVISION OF THE CITY MASTER AUDIT LIST TO REMOVE OBSOLETE ITEMS. These items are to be removed from the Master Audit List and STAFF RECOMMENDS approval to remove these items. By approval of this matter in the Consent Agenda, the City Council makes a finding of surplus for these items and approves their removal from the Master Audit List. Auction planned for later this year. 2/25/16
CONSENT AGENDA
ITEM #3,
RESOLUTION 16-58
RESOLUTION 16-58

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF A SHORT WHEELBASE CARGO VAN FOR THE UTILITIES DEPARTMENT IN THE BASIC AMOUNT OF $20,799.

WHEREAS, on March 18, 2015, the City received bids for the purchase of short wheelbase cargo vans, among other vehicles, for the utility department, which bid was awarded to Hub City Ford by the City Council on March 26, 2015; and

WHEREAS, the City’s Utility Department has budgeted funds in this fiscal year to purchase a short wheelbase cargo van; and

WHEREAS, the City’s Charter approves the piggyback purchase of goods which have been competitively bid within one year of the City’s proposed purchase.

NOW THEREFORE, 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 one short wheelbase cargo van, in the basic amount of Twenty Thousand, Seven Hundred Ninety Nine Dollars ($20,799), 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 __________, 2016.

CITY OF PANAMA CITY BEACH

By: __________________________
    Gayle F. Oberst, Mayor

ATTEST:

Diane Fowler, City Clerk

Resolution 16-58
Memorandum

To: Mario Gisbert

CC: Holly White

From: Al Shortt

Date: February 19, 2016

Subject: Utilities Department Fleet Vehicle Purchase

Staff allocated funds in the FY 2015-2016 water and wastewater utilities budget to purchase several service vehicles. All but one of the vehicle purchases were publically bid and awarded a few months ago. Staff deferred acquiring one until a determination was made concerning whether the type of vehicle would be changed. At this time staff desires to purchase one additional 2016 short wheelbase cargo van from Hub City Ford, piggybacking on a previous utility fleet vehicle bid the City received on March 18, 2015. Attached is a copy of that bid tabulation and a letter from Hub City Ford agreeing to match the original bid amount. Staff recommends that the Council authorize the City Manager to purchase the vehicle from Hub City Ford in the amount of $20,799.

This fleet purchase is budgeted and the proposed vehicle cost is below the budgeted amount. If approved by the council, a purchase order will be issued and delivery is expected within 20 weeks.
**CITY OF PANAMA CITY BEACH**
**BID TABULATION**
**UTILITY DEPARTMENT FLEET VEHICLES**

March 18, 2015 - 2:00 p.m.

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<th>1 1/2 TON 4x2 SERVICE BODY</th>
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<th>MID SIZE LWB CARGO VAN</th>
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**LOW BID**
- 1 1/2 TON 4x3 SERVICE BODY
- 1 1/2 TON 4x2 SERVICE BODY
- MID SIZE SWB CARGO VAN
- MID SIZE LWB CARGO VAN

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**DEPARTMENT**

- 80% WATER / 20% WW
- 80% WATER / 20% WW
- 80% WATER / 20% WW
- 1 @ 50% W / 50% WW
- 2 @ 50% W / 20% WW
- 100% WASTEWATER

**TOTAL # OF VEHICLES = 8**

**TOTAL COST OF VEHICLES = $217,289.00**

**BID TOTAL**
- WATER DEPT. VEHICLE BUDGET FY 14-15 $125,033.10
- WASTEWATER DEPT. VEHICLE BUDGET FY 14-15 $98,255.90
- TOTALS $217,289.00
FEBRUARY 18, 2016

CITY OF PANAMA CITY BEACH

AL SHORTT,

I CAN SELL YOU A 2016 TRANSIT CONNECT, JUST LIKE THE LAST ONE WE SOLD TO YOU FOR THE SAME PRICE FOR $20799.00. IF YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CALL ME.

THANK YOU,

JOSEPH WINDROW
CONSENT AGENDA
ITEM #4,

RESOLUTION 16-59
RESOLUTION 16-59

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING APPROVAL OF AN AGREEMENT WITH TETRA TECH, INC. FOR SAMPLING AND ANALYSIS OF EFFLUENT DISCHARGED BY THE CITY'S WASTEWATER TREATMENT PLANT, IN THE AMOUNT OF $92,120; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Task Order #5 to the Master Services Agreement between the City and Tetra Tech, Inc. for major wastewater engineering services dated December 29, 2013, relating to Conservation Park biological monitoring, in the basic amount of Ninety Two Thousand One Hundred Twenty Dollars ($92,120), in substantially the terms set forth in the Scope of Services attached and presented to the Council today, draft dated February 2, 2016, 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 __________, 2016.

CITY OF PANAMA CITY BEACH

By: ______________________
    Gayle F. Oberst, Mayor

ATTEST:

__________________________
Diane Fowler, City Clerk
Memorandum

To: Mario Gisbert

CC: Holly White

From: Al Shortt

Date: February 19, 2016

Subject: Conservation Park Biological Monitoring Task Order

The City Wastewater Treatment Plant on Gulf Boulevard ceased all discharges of treated effluent to West Bay on May 28, 2011 when the new 2,900 acre receiving wetland project (Conservation Park) became operational. The City's wastewater treatment facility permit with the Florida Department of Environmental Protection (FDEP) now requires extensive quarterly hydrologic and environmental monitoring of the wetland site in addition to the routine water quality sampling performed by City staff. This monitoring effort provides the City, and FDEP, information needed to evaluate any long term changes that may occur to the wetland ecosystem. Staff requested and has received a proposed task order Number 5 for work under the existing Master Services Agreement (MSA) with the City's wetland engineering consultant, Tetra Tech, Inc., to perform certain monitoring and reporting tasks required for next year that are outside of staff's capabilities. A copy is attached for your review as Attachment A to the MSA, along with a proposed Notice To Proceed form, Exhibit B. Fees in the task order total $92,120 to complete activities required during 2016. Monitoring quarter number two requires the most man-hours as it includes preparation of the required "Annual Wetlands Monitoring Summary Report" for submission to FDEP.

Staff recommends approval of this task order and sufficient funds have been included in this fiscal year Wastewater System budget for the work effort.
ATTACHMENT A – SCOPe OF SERVICES
UNDER
MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND TETRA TECH, INC.,
RELATING TO MAJOR WASTEWATER ENGINEERING SERVICES DATED DECEMBER 29, 2013

CONSULTANT

Name: Tetra Tech, Inc.
Street Address: 61 St. Joseph Street, Suite 550
City, State, Zip: Mobile, Alabama 36602
Contact Person: Michael B. Bomar, P.E.
Telephone: 850.240.0436
Fax: 850.233.5054
E-Mail: michael.bomar@tetratech.com

CLIENT

Name: City of Panama City Beach, Florida
Street Address: 110 South Arnold Road
City, State, Zip: Panama City Beach, Florida 32413
Contact Person: Al Shortt, P.E.
Telephone: 850.233.5116
Fax: 850.233.5116
E-Mail: eshortt@pcbgov.com

Date Work Order Prepared: February 2, 2016

Project Identification: Name: Conservation Park Biological Monitoring – FY 16
Project No: Location: Panama City Beach, Florida

SCOPE OF WORK

Consultant shall provide biological monitoring and reporting services as required by the Florida Department of Environmental Protection (FDEP) and the U.S. Army Corps of Engineers (USACE) for the Client’s 3,000 acre Conservation Park (Park) for fiscal year 2016. The Park is the permitted receiving wetland for the Client’s reclaimed water. The intent of this scope of work is to assist the Client in meeting the conditions of FDEP and USACE permits for the receiving wetland use of the Park. This scope is intended to address specific conditions in FDEP Wetland Permit 03-231881-003-DF, FDEP Wastewater Permit FL0021512, and USACE Permit SAJ-2006-1857 (IP-DEB). The work shall cover four sampling events – Quarters 1-4 in 2016, Semi-Annual Monitoring, and Annual Reporting.

Conduct 2016 Wetland Quarterly Monitoring, Sampling, and Reporting:

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

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

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

Consultant shall also prepare a Draft “2016 Annual Wetlands Monitoring Summary Report” for the Client’s review that satisfies the permit conditions in the referenced permit. The Consultant will provide three copies of the Draft Report to the Client for review and comment. Upon receiving the Client’s comments and reviewing the comments with the Client, the Consultant shall prepare the required number of copies of a Final “2016 Annual Wetlands Monitoring Summary Report” and submit on the Client’s behalf to the FDEP by the required date.

The Consultant shall process the quarterly transect monitoring data for incorporation into the USACE 2016 Annual Monitoring Report to include wetland mitigation area semi-annual monitoring data/reporting as outlined in Task II below.
The following itemized breakdown summarizes the Consultant’s work for the USACE and FDEP quarterly monitoring and reporting:

A. Per conditions of FDEP Wastewater Permit (FL0021512, as revised on December 5, 2013)
   1. Monitoring of 4 previously established belt transects for herbaceous vegetation (quarterly)
   2. Monitoring of 4 previously established belt transects for woody vegetation (annually in Quarter 3)
   3. Monitoring of 4 1000-foot T&E transects (annually in Quarter 3)
   4. Monitoring of 4 fish sampling stations (annually in Quarter 2 or 3, depending upon conditions)
   5. Draft and submit Quarterly “DMR” data tables to the Client (per schedule provided by Kevin Aclin)
   6. Draft the “2016 Annual Wetlands Monitoring Summary Report”, per permit conditions I.E.1-9, for submittal to Client by June 1, 2016, for review and comment. The final report is due to the FDEP by June 28, 2016.

B. Per conditions of USACE Permit SJA 2006-1857 (IP-DEB)
   1. Monitoring of 8 previously established 50m transects at Discharge Distributions Sites (quarterly)
   2. Process (quarterly) the 50m transect monitoring data for incorporation into USACE Annual Monitoring Report (due within 60 days of completion of Quarter 4 monitoring event, and to include wetland mitigation area semi-annual monitoring data/reporting as outlined in Task II below)

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

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

Consultant shall also prepare a Draft 2016 Annual Monitoring Report covering the conditions required by the USACE and a Draft 2016 Annual Monitoring Report covering the FDEP’s permit conditions. Both Draft 2016 Annual Monitoring Reports will be provided to the Client for review and comment prior to submitting to either regulatory agency.

The following itemized breakdown summarizes the Consultant’s work for the monitoring and reporting related to the 269 acre wetland mitigation area:

A. Per conditions of FDEP Wetland Resource Permit (03-231981-003-DF) and USACE Permit SJA 2006-1857 (IP-DEB)
   1. Monitoring (semi-annual) of 4 previously established 50m transects
   2. Monitoring (annual) of Walk Paths within the wetland mitigation area
   3. Draft 2016 Annual Monitoring Report for submittal to the USACE (due within 60 days of completion of second semi-annual monitoring event)
   4. Draft 2016 Annual Monitoring Report for submittal to the FDEP (due August 31 of each year)

Task III. Conduct Plant Specimen Collection Training

Consultant shall conduct plant specimen collection, plant specimen voucher management, and photo identification assistance for the purpose of updating the Park’s Confirmed Plant Species List (from Conservation Park Management Plan – November 2013 Update forward through December 2016).

Deliverables:
- Four FDEP Wetland Quarterly Monitoring Data Tables (to be submitted to the Client, per quarterly submittal schedule provided by the Kevin Aclin via email to M. Bomar and P. Johnson on January 17, 2016)
- One FDEP Annual Wetlands Monitoring Summary Report (due June 28, 2016, to FDEP)
- One USACE Annual Monitoring Report (due within 60 days of completion of second semi-annual monitoring event)
- One FDEP Annual Monitoring Report (due to FDEP by October 31 each year)
Period of Performance - January 1, 2016, to December 31, 2016

Quarterly Breakdown (Tasks by Quarter):

Quarter 1 (January-March)*:
- Task I.A.1
- Task I.A.5
- Task I.B.1
- Task I.B.2
- Task II.A.1
- Task III

Quarter 2 (April-June)*:
- Task I.A.1
- Task I.A.5
- Task I.A.6
- Task I.B.1
- Task I.B.2
- Task III

Quarter 3 (July-September):
- Task I.A.1
- Task I.A.2
- Task I.A.3
- Task I.A.5
- Task I.B.1
- Task I.B.2
- Task II.A.1
- Task II.A.2
- Task II.A.3
- Task II.A.4
- Task III

Quarter 4 (October-December):
- Task I.A.1
- Task I.A.5
- Task I.B.1
- Task I.B.2
- Task II.A.3
- Task III

EXCLUSIONS
If Client wishes Consultant to perform any of the following Additional Services, Client shall instruct Consultant in writing and Consultant shall perform or obtain from others such services for additional fees.
- Groundwater, surface water, soil or vegetative sampling, and laboratory analysis.
- Sampling and reporting for other quarters or semi-annual events outside the noted Period of Performance or other parameters or conditions not included in this scope of work.

SCHEDULE OF WORK (attach sheet if necessary to describe)
Services described under Scope of Work above will begin upon receipt of signed Work Order.
The described scope of services will be performed for the following lump sum fees by task:

<table>
<thead>
<tr>
<th>TASK ACTIVITIES</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quarter 1 Tasks</td>
<td>$14,890</td>
</tr>
<tr>
<td>Quarter 2 Tasks</td>
<td>$31,850</td>
</tr>
<tr>
<td>Quarter 3 Tasks</td>
<td>$25,580</td>
</tr>
<tr>
<td>Quarter 4 Tasks</td>
<td>$19,800</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$92,120</strong></td>
</tr>
</tbody>
</table>
## City of Panama City Beach
### Conservation Park Monitoring & Reporting Matrix

Tetra Tech, Inc.
February 2016

<table>
<thead>
<tr>
<th>Task ID#</th>
<th>Description</th>
<th>Required Task</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.A.1</td>
<td>Monitor belt transects for herbaceous vegetation</td>
<td>✓ ✓ ✓ ✓</td>
</tr>
<tr>
<td>1.A.2</td>
<td>Monitor belt transects for woody vegetation</td>
<td>✓</td>
</tr>
<tr>
<td>1.A.3</td>
<td>Monitor T&amp;C transects</td>
<td>✓</td>
</tr>
<tr>
<td>1.A.4</td>
<td>Monitor fish sampling stations</td>
<td>✓</td>
</tr>
<tr>
<td>1.A.5</td>
<td>Draft and submit Quarterly Monitoring data tables to City</td>
<td>✓ ✓ ✓ ✓</td>
</tr>
<tr>
<td>1.A.6</td>
<td>Draft the &quot;2016 Annual Wetlands Monitoring Summary Report&quot; per permit conditions I.E.1-9, for submittal to City for review and comment</td>
<td>✓</td>
</tr>
<tr>
<td>1.B.1</td>
<td>Monitor 50m transects at Discharge Distribution Sites</td>
<td>✓ ✓ ✓ ✓</td>
</tr>
<tr>
<td>1.B.2</td>
<td>Process 50m transect monitoring data for incorporation into USACE 2014 Annual Monitoring Report</td>
<td>✓ ✓ ✓ ✓</td>
</tr>
<tr>
<td>II.A.1</td>
<td>Monitor 50m transects</td>
<td>✓ ✓</td>
</tr>
<tr>
<td>II.A.2</td>
<td>Monitor Walk Paths within the wetland mitigation area</td>
<td>✓</td>
</tr>
<tr>
<td>II.A.3</td>
<td>Draft 2016 Annual Monitoring Report for submittal to the USACE</td>
<td>✓</td>
</tr>
<tr>
<td>II.A.4</td>
<td>Draft 2016 Annual Monitoring Report for submittal to the FDEP</td>
<td>✓</td>
</tr>
</tbody>
</table>
EXHIBIT B
COMBINED TASK ORDER AND
NOTICE TO PROCEED

TASK ORDER NO. 5

DATE: February __, 2016

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

Pursuant to the Agreement, Engineer agrees to perform the specific tasks set forth upon incorporated Attachment A, Scope of Services, relating to Conservation Park Biological Monitoring – 2016.

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

_X_ a stipulated sum of $92,120; or

___ a stipulated sum of $__________ plus one or more specified allowances listed below which may be authorized in writing by the City Manager or his designee,

Allowance of $__________ for ______________________, and

Allowance of $__________ for ______________________; or

___ a fee determined on a time-involved basis with a maximum cost of $__________;

Work shall begin on March 1, 2016, and shall be completed within one calendar year. The date of completion of all work is therefore February 28, 2017. Liquidated delay damages, if any, are set at the rate of $0 per day. There are no additional rights and obligations related to this Task Order other than as specified in the Agreement.

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

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

Witness: TETRA TECH, INC.

__________________________________________
By: __________________ Date: ________________

Its:

______________________________

CITY OF PANAMA CITY BEACH, FLA.

ATTEST:

________________________________________
By: __________________ Date: ________________

City Clerk

City Manager
REGULAR AGENDA
ITEM #2,

RESOLUTION 16-57
RESOLUTION 16-57

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH C-MILES CONSTRUCTION FOR THE OCEAN REEF OUTFALL IMPROVEMENTS PROJECT, IN THE BASIC AMOUNT OF $149,800; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the City advertised for bids for the Ocean Reef Outfall Improvement Project, and on February 2, 2016, received six fully responsive bids; and

WHEREAS, the lowest bid was received from I-C Contractors, Inc., and on February 11, 2016 the City Council adopted Resolution 16-56 awarding the project to them in the amount of $136,592.87; and

WHEREAS, I-C Contractors has not signed the Contract approved and proffered by the City, and has advised the City it would like to withdraw its bid and forfeit its bid bond; and

WHEREAS, City Staff recommends the Council accept the bid bond (or cash equivalent) from IC Contractors and apply those funds toward award of the contract to the second lowest bidder, C-Miles Construction, whose bid is also within the City’s projected budget for the project; and

WHEREAS, the City accepts staff’s recommendation.

NOW THEREFORE, 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 C-Miles Construction, relating to the extension and improvement of the Ocean Reef Outfall facilities, in the basic amount of One Hundred Forty Nine Thousand, Eight Hundred Dollars ($149,800), 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 __________, 2016.

CITY OF PANAMA CITY BEACH

By: ____________________________
    Gayle F. Oberst, Mayor

ATTEST:

Diane Fowler, City Clerk

Resolution 16-57

AGENDA ITEM #
A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH GAC CONTRACTORS FOR THE OCEAN REEF OUTFALL IMPROVEMENTS PROJECT, IN THE BASIC AMOUNT OF $176,405; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the City advertised for bids for the Ocean Reef Outfall Improvement Project, and on February 2, 2016, received six fully responsive bids; and

WHEREAS, the lowest bid was received from I-C Contractors, Inc., and on February 11, 2016 the City Council adopted Resolution 16-56 awarding the project to them in the amount of $136,592.87; and

WHEREAS, I-C Contractors has not signed the Contract approved and proffered by the City, and has advised the City it would like to withdraw its bid and forfeit its bid bond; and

WHEREAS, C-Miles Construction was the second lowest bidder, but has similarly requested to forfeit its bid bond and decline the work; and

WHEREAS, City Staff recommends the Council accept the bid bonds (or cash equivalent) from I-C Contractors and C-Miles Construction and apply those funds toward award of the contract to the third lowest bidder, GAC Contractors, whose bid is also within the City's projected budget for the project; and

WHEREAS, the City accepts staff's recommendation.

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 GAC Contractors, relating to the extension and improvement of the Ocean Reef Outfall facilities, in the basic amount of One Hundred Seventy Six Thousand, Four Hundred Five Dollars ($176,405), 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 __________, 2016.

CITY OF PANAMA CITY BEACH

By: __________________________
Gayle F. Oberst, Mayor

ATTEST:

Diane Fowler, City Clerk

Resolution 16-57

AGENDA ITEM # 2
Memorandum

To: Mario Gisbert
CC: Holly White, Paul Casto
From: Kelly Jenkins
Date: February 19, 2016
Subject: Re-Award – Ocean Reef Outfall Improvements

On February 11, 2016 City Council approved to award the construction contract to I-C Contractors, in the amount of $136,592.87, for the Ocean Reef Outfall Improvement Project. I-C contractors was the lowest responsive bidder for this project. However, since then, they found an error in their bid calculations and have chosen to withdraw their bid. They have indicated they would like to forfeit the 5% penalty directly to the City rather than have the City go through the bonding company. Therefore, they owe the City $6,829.64 and have agreed to have it to the City by noon on Monday, February 22nd. Otherwise, we plan to contact the bonding company to recover the fee.

Staff contacted the second lowest bidder, C-miles Construction, and they are currently verifying their ability to mobilize and complete the project in a timely manner since they thought it was awarded to the original low bidder. Staff recommends awarding the bid to C-Miles Construction in the amount of $149,800.00. In the event C-miles withdraws their bid, staff recommends accepting their bid bond and awarding the project to the next lowest bidder, GAC Contractors in the amount of $176,405.00. The stormwater utility has adequate funds in the current fiscal year budget to award either one. The bids submitted by all contractors are firm for 90 days and we are well within that timeframe. The bid tabulation and a draft construction agreement are attached for your review. All work on the sandy beach is anticipated to be complete prior to May 1, 2016.
EXHIBIT I
OCEAN REEF
OUTFALL IMPROVEMENTS
Bid Date: February 2, 2016  
Bid Time: 2:00 p.m. (CST)  
Bid Location: City of Panama City Beach, City Hall Council Chambers, 110 South Arnold Road, Panama City Beach, FL

Project: OCEAN REEF OUTFALL IMPROVEMENTS

<table>
<thead>
<tr>
<th>Contractor's Name</th>
<th>Base Bid Amount</th>
<th>Bid Form</th>
<th>Bid Bond Form</th>
<th>Drug-Free Workplace</th>
<th>Trench Safety</th>
<th>Public Entity Crimes</th>
<th>Addendum No. 1</th>
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<tr>
<td>BCL Civil Contractors</td>
<td>$262,625.00</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>C-Miles Construction</td>
<td>$149,800.00</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>GAC Contractors</td>
<td>$176,405.00</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
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<td>X</td>
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<tr>
<td>I-C Contractors</td>
<td>$136,592.87</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
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<td>Royal American Construction</td>
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<td>X</td>
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<td>X</td>
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<tr>
<td>Williams Industrial &amp; Marine</td>
<td>$234,528.95</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
</tbody>
</table>
THIS AGREEMENT, made this 25th day of February, 2016, by and between, the City of Panama City Beach (hereinafter called “OWNER”) and ____________, having a business address of _____________________ (hereinafter called “CONTRACTOR”), for the performance of the Work (as that term is defined below) in connection with the construction of the OCEAN REEF OUTFALL IMPROVEMENTS (Project), to be located in Bay County, Florida, in accordance with the Drawings and Specifications prepared by Preble-Rish, 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 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 the CONTRACTOR within 30 consecutive calendar days thereafter.

3. The CONTRACTOR agrees to pay the OWNER, as liquidated damages, the sum of $500.00 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.

4. The CONTRACTOR agrees to perform all of the Work described in the Contract.

AGREEMENT 00050-1

AGENDA ITEM #
Documents and comply with the terms therein for the sum of $__________, 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").

5. 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. SITEWORK (SECTIONS 02110, 02200, AND 02211)
28. APPENDICES (APPENDICES A THROUGH H)
29. PLANS prepared by Preble-Rish, Inc.
30. ADDENDA

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 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.

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:
   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

If to Contractor:
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 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.

11. 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.

12. 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.

13. 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.

14. 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.
15. 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 Clifford L. Knauer, P.E., of Preble-Rish, Inc.

16. 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.

17. 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:

| Limit Each Accident | $1,000,000 |
| Limit Disease Aggregate | $1,000,000 |
| Limit Disease Each Employee | $1,000,000 |

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:
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:

<table>
<thead>
<tr>
<th>Bodily Injury &amp; Property Damage</th>
<th>$1,000,000 Combined Single Limit Each Accident</th>
</tr>
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</table>

**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)

ATTEST: __________________________

BY __________________________
(Signature)

NAME __________________________

TITLE __________________________

(SEAL)

ATTEST: __________________________

BY __________________________
(Signature)

NAME __________________________

TITLE __________________________

OWNER

CITY OF PANAMA CITY BEACH

BY __________________________
(Signature)

NAME __________________________

TITLE __________________________

CONTRACTOR

BY __________________________
(Signature)

NAME __________________________

TITLE __________________________

ADDRESS: __________________________

______________________________

Employer Identification Number

END OF SECTION
REGULAR AGENDA
ITEM #3,

2ND AMENDMENT TO
TOWNE OF SEAHAVEN
DEVELOPMENT
AGREEMENT
MEMORANDUM

TO: Mayor and City Council
CC: City Manager, Mel Leonard
FROM: Amy Myers
DATE: February 18, 2016
RE: Amendment of Seahaven Development Agreement

In September 2005, the City entered a Development Agreement concerning the development of a 52 acre parcel of land as the Towne of Seahaven. The Agreement was amended in March 2007 to conform the Agreement with certain development rights approved in the DRI Development Order approved for the development, and to extend the duration of the Agreement to December 31, 2016. In September 2013, a second amendment to the development agreement was requested and approved by the City to extend the term of the Agreement to sync with the DRI DO’s expiration or December 2023, whichever occurred first. That second amendment was never signed or recorded due to a late discovered title issue.

A new 2nd amendment is now proposed to extend the Agreement in the same manner as formerly approved by the Council and to address the ownership issue that was not successfully addressed in 2013. Consideration of this amendment requires 2 public hearings, which are presently scheduled for February 25th and March 11. Council may approve the amendments following the second public hearing.
SECOND AMENDMENT TO
TOWNE OF SEAHAVEN DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT to the Towne of Seahaven Development Agreement is entered into by and between the CITY OF PANAMA CITY BEACH, FLORIDA (herein the “City”), and BENNETT'S REEF, INC., a Florida corporation, SEAHAVEN PROPERTIES, INC., a Florida corporation, and BR NORTH, LLC, a Florida limited liability company (herein the “Developer”), pursuant to the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes.

RECITALS

WHEREAS, on September 9, 2005, the City entered into the Towne of Seahaven Development Agreement (“Development Agreement”) with Bennett’s Reef, Inc., a Florida corporation, Michael Bennett, Derrick Bennett, Neel Bennett, Clark Bennett, and Bennett Family Holdings, LLC, owners of approximately 52 acres located at Hill Road and Front Beach Road in the City (the “Property”), which said Agreement is recorded in the public records of Bay County, Florida, in Official Records Book 2672, page 945; and

WHEREAS, the above-named owners subsequently conveyed their interests in the Property and assigned all right, title and interest in the Development Agreement, to the Developer, Bennett’s Reef, Inc., Seahaven Properties, Inc., and BR North, LLC, as authorized by the Development Agreement, which Assignment is recorded in the Public Records of Bay County, Florida, in Official Records Book 2832, page 2061; and

WHEREAS, the Development Agreement recognized that development of the Property is conditioned upon the Developer obtaining a development-of-regional-impact

Second Amendment to Towne of Seahaven Development Agreement
January 2016
Page 1 of 8
development order ("DRI Development Order") from the City pursuant to Section 380.06, Florida Statutes; and subsequent to the approval of the Development Agreement, the Developer submitted a DRI Application for Development Approval ("ADA") to the City, and

WHEREAS, the City issued the DRI Development Order to the Developer on June 14, 2007; and

WHEREAS, the City and the Developer originally intended that the Development Agreement and the DRI Development Order remain in effect and operate concurrently for the duration of the development to insure that necessary infrastructure would be available when needed; however, at the time the Development Agreement was adopted the Florida Local Government Development Agreement Act allowed a maximum term of only 10 years; and

WHEREAS, the Florida Legislature subsequently recognized the public benefit of longer term development agreements and extended the maximum term to 30 years, or more with mutual consent of the parties, in Chapter 2011-139, Laws of Florida; and

WHEREAS, in 2007 the Developer completed the Origin condominium development consisting of 280 units and ancillary commercial space, and ownership in all residential units and commercial space has been transferred to other persons or entities, as contemplated in the DRI Development Order and the Development Agreement; and

WHEREAS, such transfers have created a new class of owners that are not Developers within the meaning of the DRI Development Order or the Development Agreement, and were not intended to become parties or be treated as Developers by the
City, making it necessary to amend the Development Agreement to clarify the duties and responsibilities of Non-Developer Owners to maintain and operate the infrastructure constructed to serve the development authorized by the Development Agreement and the DRI Development Order; and

WHEREAS, the Developer has requested an amendment to make the Development Agreement terminate on the date that the DRI Development Order terminates, but no later than 2031; and

WHEREAS, the City has held duly advertised public hearings to accept and encourage public input with respect to the proposed amendment to the Development Agreement, and has considered such public input; and

WHEREAS, the parties have complied with all public notice and advertising requirements in connection with the Second Amendment to the Development Agreement; and

WHEREAS, the City Council has determined that this Second Amendment to the Towne of Seahaven Development Agreement is consistent with the City's Comprehensive Plan and land development regulations, is in the public interest, and will further the health, safety and welfare of the residents of the City of Panama City Beach.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Recitals. The recitals set forth in the preceding “Whereas” clauses are incorporated herein and form a material part of this Second Amendment to the Development Agreement on which the parties have relied.
Section 2. Duration of Agreement. Section VI.2 of the Development Agreement is amended to read as follows (new text bold and underlined, deleted text struck through):

2. Duration of the Agreement. The Term of this Agreement shall terminate on the same termination date contained in the Development Order issued to the Towne of Seahaven Development of Regional Impact, as such Development Order is amended or extended, or be to and including December 31, 2031, whichever occurs first, unless otherwise terminated or extended by mutual consent of the City and the Developer parties or in accordance with either applicable law or the provisions of this Agreement. If development of regional impact review has not commenced by the filing of an application for development approval within three (3) years after the Effective Date, the Development Agreement shall be terminated at the end of the third year after the Effective Date.

Section 3. Definition of Developer. Section I.8 of the Development Agreement is amended to read as follows (new text bold and underlined, deleted text struck through):

8. “Developer” shall mean, collectively, Bennett’s Reef, Inc., Seahaven Properties, Inc., and BR North, LLC, Seahaven Phase I LLC, its successors in interest, successors in title, and assigns but shall not mean or include Non-Developer Owners as defined below.

Section 4. Definition of Non-Developer Owner. Section I.9 of the Development Agreement is created to read as follows (new text bold and underlined, deleted text struck through). Subsequent sections are renumbered accordingly.

9. “Non-Developer Owner” shall mean a successor in title or interest that holds a legal or equitable interest, or both, in fully developed residential or commercial units within the Property but is not actively developing within the Property or holding land for future development within the Property. Non-Developer Owners shall perform the duties and responsibilities that apply to them as members of the Association or any applicable sub-association created pursuant to this Agreement or the DRI Development Order, as such duties and responsibilities may be set forth in, the Declaration of Condominium or the Declaration of Covenants and Restrictions, as amended, including, but not limited to maintenance and operation of the infrastructure constructed to serve the development. Non-Developer Owners
are not parties to this Agreement, and are not bound by the duties and responsibilities of Developers arising under this Agreement or the DRI Development Order.

Section 5. **Remainder of Development Agreement Unchanged.** Except as specifically provided in Sections 2, 3, and 4 above, the provisions of the Towne of Seahaven Development Agreement shall remain unchanged.

Section 5. **Recording and Effective Date.** The Developer shall record this Second Amendment to the Towne of Seahaven Development Agreement in the public records of Bay County, Florida, within fourteen (14) days after the date of this Agreement. The Developer shall provide a copy of the recorded Second Amendment to the City within fourteen (14) days after the Second Amendment is recorded. This Second Amendment to Towne of Seahaven Development Agreement shall become effective on the date it is properly recorded in the public records of Bay County, Florida.

Section 6. **Date of Second Amendment.** The date of this Second Amendment to the Towne of Seahaven Development Agreement is the date the last party signs and acknowledges this Second Amendment.

**IN WITNESS WHEREOF,** the parties hereto, by their duly authorized representatives, have set their hands and seals on the dates below written.

CITY OF PANAMA CITY BEACH,
FLORIDA

____________________________, 2016

Date

By ____________________________

Mario Gisbert, City Manager

ATTEST:

__________________________

City Clerk
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

City Attorney

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this __ day of March, 2016, on behalf of the City of Panama City Beach, Florida, by Mario Gisbert, City Manager, who is personally known to me, or who produced as identification, and who did/did not take an oath.

Notary Public, State of Florida At Large
Printed Name: ______________________
My commission expires: ____________
BENNETT'S REEF, INC.
a Florida corporation

Date

By__________________
Mike Bennett, President

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this ___ day of March, 2016, on behalf of Bennett's Reef, Inc., by Mike Bennett, President, who is personally known to me, or who produced ______________________ as identification, and who did/did not take an oath.

Notary Public, State of Florida At Large
Printed Name:
My commission expires:

SEAHAVEN PROPERTIES, INC.,
A Florida corporation

Date

By__________________
Neel Bennett, President

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this ___ day of __________, 2016, on behalf of Seahaven Properties, Inc., by Neel Bennett, President, who is personally known to me, or who produced ______________________ as identification, and who did/did not take an oath.

Notary Public, State of Florida At Large
Printed Name:
My commission expires:
BR North, LLC  
A Florida limited liability company

By _____________  
Mike Bennett, Manager

The foregoing instrument was acknowledged before me this ___ day of  
______, 2016, on behalf of BR North, LLC, by Mike Bennett, Manager, who  
is personally known to me, or who produced _________________________ as  
identification, and who did/did not take an oath.

Notary Public, State of Florida At Large  
Printed Name: ________________________
My commission expires: ________________
REGULAR AGENDA

ITEM #4,

FIRE RESCUE RESERVE RESPONDER JOB DESCRIPTION
CITY OF PANAMA CITY BEACH
Job Description

JOB TITLE: Fire Rescue Reserve Responder

SALARY RANGE: $12.00-$14.00/hr
SHIFT: Varies
LOCATION: Fire Department

REPORTS TO: Fire Chief and Deputy Chief
PREPARED BY: City Clerk
APPROVED BY: City Manager

SUMMARY:
Panama City Beach Fire Rescue may employ an unspecified number of Reserve Responders to ensure emergency response coverage for the City of Panama City Beach. The Reserve Responders will be appointed by the Fire Chief or his designee. The responsibilities and authority for these positions are described herein.

ESSENTIAL DUTIES AND RESPONSIBILITIES include:

Responds to fire alarms, hazardous materials incidents, medical emergencies, and other emergency calls. Selects hose nozzle, depending on type of fire, and directs stream of water or chemicals onto fire. Positions and climbs ladders to gain access to upper levels of buildings or to assist individuals from burning structures. Creates openings in buildings for ventilation or entrance. Searches buildings and rescues victims from structures and vehicles. Protects property from water and smoke by use of waterproof salvage covers, smoke ejectors, and deodorant. Communicates with superior during fire by portable two-way radio. Rescues individuals and animals from situations in which they are physically trapped.

Provides first responder emergency medical care including basic life support, first aid, and CPR to injured persons and those overcome by fire and smoke. Assists paramedic and other qualified personnel in advanced life support emergency medical care.

Tests and maintains power tools and equipment. Contains, controls, and decontaminates hazardous materials spills. Performs a variety of salvage and clean-up operations, including removing water, chemicals, and debris.

Inspects buildings for fire hazards and compliance with fire prevention ordinances. Issues forms to building owners, listing fire regulation violations to be corrected.

Makes presentations on fire safety, burn prevention, and fire prevention to schools and community groups. Participates in drills, demonstrations, and courses in hydraulics, pump operation and maintenance, and firefighting techniques.
Drives and operates firefighting vehicles and equipment.

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

Requires knowledge of the field of assignment and physical ability sufficient to perform thoroughly and accurately the full scope of responsibility as illustrated by the example in the job description.

Requires knowledge of principles, practices and procedures of modern firefighting, fire prevention or emergency medical services and of the policies and procedures of Panama City Beach Fire Rescue.

Requires the ability to express ideas clearly and concisely, orally and in writing, to groups and individuals.

Requires the ability to establish and maintain effective working relationships with other Fire Rescue employees, supervisors and the general public.

Requires the ability to conduct one's self in a professional manner that will not negatively impact the public's perception of the fire service while representing Panama City Beach Fire Rescue.

Be agreeable to respond to emergency alarms when assigned to duty.

Requires the ability to meet medical standards as required of NFPA 1582.

Requires the ability to perform the physical activities at fire, emergency medical and disaster incidents, for long periods of time, requiring sustained physical activity and intense concentration.

Requires manual dexterity and visual acuity to operate a variety of fire rescue equipment.

Requires the ability to climb stairs and ladders, be on one's feet for long periods of time, to move heavy objects weighing 50lbs or more for distances of 20 feet, and to work safely without presenting a direct threat to others. Requires frequent pulling of 80lbs. or more, repeated bending or stooping, and the use of protective clothing, including self-contained breathing apparatus if a firefighter.

EDUCATION and EXPERIENCE:
Possess a high school diploma or equivalent.
Requires a valid State of Florida Driver's License at all times and a driving record acceptable to the Department's insurance carrier.

Possession of Florida Firefighter II Certification. (For firefighting position)

Possession of Florida EMT and Paramedic Certification. (For Paramedic Position)

Ability to read, write, and speak the English language.

Ability to read and interpret detailed documents such as safety rules, operating and maintenance instructions and procedures.

Ability to maintain physical condition to perform essential duties as specified by certifications.

Ability to operate assigned equipment.

LANGUAGE SKILLS:
Ability to read and interpret documents. Ability to write routine reports and correspondence. Ability to speak English effectively before groups, as well as one on one.

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

OTHER SKILLS and ABILITIES:
Must have knowledge of the legal documents utilized in municipal government and the procedures necessary to process them; must have knowledge of the City Charter & Ordinances; and must pass both Civil Service exams.

Must be able to establish and maintain a good working relationship with City officials, department heads, other City employees and the general public; must be able to perform illustrative duties and essential eligibility tasks in a manner which is not a direct threat or significant risk to the health or safety of others that cannot be eliminated by a modification of policies, practices, or procedures of the City Clerk's Office, or by the provision of auxiliary aids. "Direct threat" shall be determined pursuant to 28 CFR, Section 36.208.

PHYSICAL DEMANDS:
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
The employee must regularly lift and/or move up to 10 pounds, frequently lift and/or move up to 25 pounds and occasionally lift and/or move up to 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee occasionally works near moving mechanical parts. The noise level in the work environment is usually moderate.

While performing the duties of this job, the employee is frequently exposed to wet and/or humid conditions; moving mechanical parts; outside weather conditions and extreme heat. The employee is occasionally exposed to high, precarious places; fumes or airborne particles; toxic or caustic chemicals; extreme cold; risk of electrical shock and vibration. The noise level in the work environment is usually moderate.

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

Signature
Date
MEMORANDUM

TO: CITY COUNCIL
CC: MARIO GISBERT, CITY MANAGER
     DIANE B. FOWLER, CITY CLERK
FROM: JOHN DALY
DATE: 02/12/16
SUBJECT: FIRE RESERVE RESPONDER PROGRAM

The Panama City Beach Fire Department would like to start the Fire Reserve Responder Program utilizing the budgeted $55,000.00.

There is an established job description, Standard Operating Procedures, and a Job Application. The department will be responsible for advertising, selecting, and training and ensuring any hire chosen, meets all requirements by law and safety requirements.

The department will provide uniforms and necessary equipment, as well as providing the essential familiarization and training to ensure compliance with all state and Panama City Beach requirements.

Enclosed in this packet is the Standard Operating Procedures, the job description, and the application.
Panama City Beach Fire Rescue is seeking qualified candidates for our Reserve Responder program. Candidates will possess at minimum:

1. Florida Firefighter II (Firefighter position)
2. Florida Firefighter II/Florida EMT (Firefighter-EMT position)
3. Florida Paramedic (Medic position)

The candidate will be placed on a schedule by Command Staff of PCBFR to supplement the mission force of the department in times of intense incident volumes, special events, disasters and other instances where additional staffing is needed.

The Reserve Responder is not a “full time” employment position but an opportunity to work hand in hand with Panama City Beach Fire Rescue professionals while serving the community of Panama City Beach and our visitors.

Applications packets may be obtained online or at

Panama City Beach Fire Rescue Station #1
17121 Panama City Beach Parkway
Panama City Beach, FL 32413
Panama City Beach Fire Rescue Reserve Responder Program  
17121 Panama City Beach Parkway Panama City Beach, FL 32413  
Phone 850-233-5120 / Fax 850-233-5122

<table>
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<th>Application For Reserve Responder</th>
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<tr>
<td>Full Name: ______________________ Date Submitted: __________________</td>
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<tr>
<td>Address: _________________________ Apartment/Unit #: __________________</td>
</tr>
<tr>
<td>City: ___________________________ State: ___________ ZIP Code: __________</td>
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<tr>
<td>Phone: __________________________ Email: ___________________</td>
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<tr>
<td>Name (As It Appears on Driver's License): ___________________ (Attach copy of D/L)</td>
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<td>Driver's License #:________________ State Issued: ___________ Expiration Date: __________</td>
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<tr>
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<tr>
<td>If no, are you authorized to work in the U.S.? YES NO</td>
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<td>Have you ever worked for this organization? YES NO</td>
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<td>If yes, when? __________________________</td>
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<td>From: __________ To: __________ Did you graduate? YES NO</td>
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<td>Degree: __________________</td>
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AGENDA ITEM #: _______
### References

Please list three professional references.

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### Employment History

**Current Employer:**

Phone: ___________________ Address: ___________________

**Supervisor:** ___________________ **Position:** ___________________ **# Of Years:** ______

Responsibilities: __________________________

May we contact your supervisor for a reference? **YES** **NO**

**Previous Employer:**

Phone: ___________________ Address: ___________________

**Supervisor:** ___________________ **Position:** ___________________ **# Of Years:** ______

Responsibilities: __________________________

Reason for Leaving: __________________________

May we contact your previous supervisor for a reference? **YES** **NO**
Panama City Beach Fire Rescue Reserve Responder Program
17121 Panama City Beach Parkway Panama City Beach, FL 32413
Phone 850-233-5120 / Fax 850-233-5122

Military Experience (Attach Copy Of DD214)

Branch: _______________________ From: _______________ To: _______________
Rank: ________________________ Group: ____________________
Rank at Discharge: ______________ Type of Discharge: ________________
If other than honorable, explain: ______________________________________

Other Experience
Firefighting, Medical, or Rescue Experience (Please List Below)

Certificates
Florida Firefighter II  State #: __________ Date Obtained: __________
Florida EMT  State #: __________ Date Obtained: __________
Florida Paramedic State #: __________ Date Obtained: __________
Other: __________ State #: __________ Date Obtained: __________

Non licensure certificates, list below
_________________________________________________________________
_________________________________________________________________
_________________________________________________________________
_________________________________________________________________
_________________________________________________________________
_________________________________________________________________
_________________________________________________________________
_________________________________________________________________

(Please Attach Copies of Certifications and Certificates to This Application)
Criminal History

In answering the next questions, you may omit minor traffic violations and any offense committed as a minor, which was adjudicated in a juvenile court or under a youth offender law. The nature, severity, and date of any convictions will be considered in relation to the duties of the position for which you are applying.

1. Have you ever pled guilty, been convicted of OR pled nolo contendere to any crime as an adult, other than minor traffic violations?
   - YES
   - NO
   If “Yes”, please explain: ___________________________

2. Do you currently have any law violations against you?
   - YES
   - NO
   If “Yes”, please explain: ___________________________

3. Have you ever been a defendant in a civil action for an intentional tort?
   - YES
   - NO
   If “YES”, indicate the nature of the intentional tort and the disposition of the action.
   ___________________________

Relative Information

Do you presently have relatives employed with Panama City Beach Fire Rescue? YES NO

A “YES” to this question will not bar you from being a Reserve Responder, nor does it imply preferential consideration. Please list any relatives currently employed with PCBFR below.

<table>
<thead>
<tr>
<th>Name</th>
<th>Relationship</th>
<th>Station Assignment</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Why Do You Want To Become A Reserve Responder?

Please explain below in your own words, why you would like to become a Reserve Responder with Panama City Beach Fire Rescue.

__________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________
Panama City Beach Fire Rescue Reserve Responder Program
17121 Panama City Beach Parkway Panama City Beach, FL 32413
Phone 850-233-5120 / Fax 850-233-5122

Disclaimer And Signature

I understand that fire-rescue work is very dangerous and I am fully aware that there is a risk of serious injury or harm. I understand by my signature below, that falsification of any part of this application is cause for immediate dismissal and may disqualify me for possible future employment with Panama City Beach Fire Rescue. I do certify that all statements are true and correct. I understand that Panama City Beach Fire Rescue can terminate my participation as a Reserve Responder for any reason. I understand and agree to submit to an initial medical and physical examination as well as drug screen. I also understand and agree to submit to the random drug screening conducted by Panama City Beach Fire Rescue at the department’s expense, while I am a Reserve Responder. I further understand that any and all equipment, uniforms, and protective clothing that are issued to me shall be maintained in good working condition and shall be returned promptly after termination of my Reserve Responder service.

Applicant Signature: ___________________ Date: __________
Witness Signature: ___________________ Date: __________

For Office Use Only

Date Application Received In Deputy Chiefs Office: _________________
Interview Date: _________________ Interviewing Officer: _________________
Approved _________ Not Approved __________

Notes:

___________________________________________________________
___________________________________________________________
___________________________________________________________
___________________________________________________________

6
Panama City Beach Fire Rescue Reserve Responder Program
17121 Panama City Beach Parkway Panama City Beach, FL 32413
Phone 850-233-5120 / Fax 850-233-5122

IMPORTANT!

1. Only information contained in this application and related information submitted with this application will be used to evaluate my qualifications. Resumes or information contained on other than Panama City Beach Fire Rescue Reserve Responder application forms are not accepted used or provided to others.

2. Qualifications and Reserve Responder considerations by Panama City Beach Fire Rescue are based upon the truthfulness and completeness of the statements in this application. Falsification or omission of information is grounds for disqualification or dismissal. Presenting any false document(s) to gain a Reserve Responder position may be cause for ineligibility for approval or immediate dismissal.

3. I authorize Panama City Beach Fire Rescue to investigate the truthfulness of all statements made on this application and to contact my former employers and other listed references or other persons who can verify information.

4. I give my consent for all contacted persons, including former employers, to provide information concerning this application and I release each person from liability for providing such information. I waive all causes of action that might arise from the foregoing.

5. On submission, this application and related information become the property of Panama City Beach Fire Rescue and according to Florida Statute 119, are matters of public record subject to release to other persons or agencies, upon request.

6. I hereby consent to the use of my social security number for City business. Disclosures of social security numbers are required for Reserve Responder consideration. Panama City Beach Fire Rescue collects and uses social security numbers to include, but not limited to, the following reasons: identity verification, background and criminal history checks; drug screening; verification of educational credentials, prior military service and past employment; Panama City Beach city government Reserve Responder status verification; connection with other employment/Reserve Responder related databases, I-9 verification, new Reserve Responder approval and separation reporting; Workers Comp reporting; and any other legitimate Reserve Responder related purposes.

7. A post-approval offer physical examination (NFPA1582) and/or drug and alcohol testing may be required as a condition of serving as a Reserve Responder.

8. I am aware that Panama City Beach Fire Rescue Reserve Responder personnel are placed on a minimum 6 months initial probationary period, during which time either Panama City Beach Fire Rescue or I can terminate my service, with or without cause, and with or without notice, at any time.

9. I am satisfied with the contents of this application and understand that once I submit my application for this recruitment, I cannot edit it later.

Applicant Signature: ___________________________ Date: _____________

Witness Signature: ___________________________ Date: _____________
Tobacco Affidavit

I, __________________________ do hereby affirm that I have not been a user of Tobacco or Tobacco products for at least one (1) year preceding my association with Panama City Beach Fire Rescue as a Reserve Responder, in accordance with Section 633.34(6), Florida Statutes.

Dated And Signed This ___Day Of __________, 20__

Applicant Signature: __________________________ Date: ________________

Witness Signature: __________________________ Date: ________________

Witness Name Printed: __________________________
To Whom It May Concern, ____________________________ has filed an application with our department to become a Reserve Responder. As a standard procedure, we conduct a background check of each individual, including references by people who know this individual well enough to verify his/her background. Please complete this letter and return to Panama City Beach Fire Rescue Station #1. We appreciate your candid response and assistance in this referral.

Sincerely,

Larry Coach
Deputy Fire Chief
Panama City Beach Fire Rescue

A Reserve Responder must possess the highest of moral standards and character. As responders are entrusted with the public's safety, and are often placed in situations requiring unquestionable honesty and integrity; would you offer your personal recommendation for this applicant to be accepted as a Reserve Responder? If "YES", why?

________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________

Name: _________________________________
Address: ____________________________ City: ____________ State: ____ Zip Code: ______
Phone: ____________________________ Signature: ____________________________
Reserve Responder Background Check / Investigation Disclosure & Authorization Form

By signing the release below, I hereby authorize the City of Panama City Beach to contact any and all corporations, former employers, educational institutions, law enforcement agencies, city, state, county, and federal courts, and military services to release information about my background including, but not limited to, information about employment, education, driving record, criminal record and general public records history to Panama City Beach.

In compliance with Section 119.071(5), Florida Statutes (Public Records Law) by this document the City of Panama City Beach discloses to you that your Social Security number is requested for the purpose of applicant and employee background and criminal history checks, identity verification, verification of past employment, new hire and unemployment reporting, processing employment benefits, drug screening, income reporting, Worker’s Comp reporting, payroll processing and reporting and will be used solely for those purposes.

I understand that my association with the City of Panama City Beach is subject to satisfactory completion of a background check/investigation, including verification of information I supplied in my application for Reserve Responder.

I release from all liability all persons, companies, and schools supplying such information. I release the City of Panama City Beach from and indemnify the City of Panama City Beach against any liability whatsoever in connection with such background investigation and the use of the results there from in the employment process. I also understand that I will be given a copy of the background check/investigation report, should any adverse action or non-selection be considered because of the results of the report.

I believe to the best of my knowledge that all information I have provided is accurate, true and correct and that I fully understand the terms of this release.

Print Name: __________________________ Other Name(s) Used: __________________________
Address: __________________________________________
Date received Degree (if applicable): __________________________
University/School degree earned from: __________________________
Social Security #: __________________________ DOB: __________________________
Drivers License #: __________________________ DL State Issued: __________________________
(Signature of Applicant) __________________________
(Date) __________________________
Panama City Beach Fire Rescue Reserve Responder Program
17121 Panama City Beach Parkway Panama City Beach, FL 32413
Phone 850-233-5120 / Fax 850-233-5122

Beneficiary Designation Form

Applicant Name: __________________ Date: __________________

SSN#: __________ DOB: __________

Beneficiaries

1. Beneficiary: __________________
   Address: __________________
   City: __________________
   State: __________________
   Zip: __________
   Phone #: __________
   Cell #: __________
   Relationship to Beneficiary: __________________

2. Beneficiary: __________________
   Address: __________________
   City: __________________
   State: __________________
   Zip: __________
   Phone #: __________
   Cell #: __________
   Relationship to Beneficiary: __________________

AGENDA ITEM #
Final Instructions

Once You Have Completed This Application:

1. PRINT IT OUT
2. Sign your application and secure the appropriate witnesses
3. Copy any and all certifications and/or other documentation requested in this application
4. Send entire application packet to:
   Panama City Beach Fire Rescue Station #1
   ATTN: Deputy Fire Chief
   17121 Panama City Beach Parkway
   Panama City Beach, FL 32413
REGULAR AGENDA
ITEM #5,

UTILITY REVENUE
BONDS, SERIES 2009,
REFUNDING OPPORTUNITY
February 17, 2016

Memorandum

To: Mario Gisbert, City Manager
Holly White, Finance Director

From: Jay Glover, Managing Director – Public Financial Management, Inc.

Re: Utility Revenue Bonds, Series 2009 – Refunding Opportunity

As financial advisor to the City of Panama City Beach, Florida (the “City”), Public Financial Management (PFM) continually monitors the City's outstanding debt portfolio for refunding opportunities that could lower the City's overall debt service payments. We have reviewed the City's outstanding Utility Revenue Bonds, Series 2009 (the “2009 Bonds”) and determined that current market conditions would allow the City to refund the callable portion of the 2009 Bonds for debt service savings. The 2009 Bonds are outstanding in the principal amount of $25,760,000 and were originally issued to fund the cost of acquisition and construction of certain capital improvements in connection with the City’s water and sewer utility system. The portion of the 2009 Bonds maturing on and after June 1, 2020 in the par amount of $23,215,000 are callable on June 1, 2019 at par. The remainder of this memorandum will provide details on three refunding options we have discussed with City staff and PFM’s recommendation for moving forward.

Option 1:
The City could complete the refunding of the 2009 Bonds via the issuance of a publicly offered bond transaction with the final maturity matching the current final maturity of the 2009 Bonds, which is June 1, 2039. This type of financing would require significant staff time and effort to prepare an official statement to provide to potential investors as well as procure credit ratings, thus delaying the City’s ability to lock in the current favorable market conditions. Based on current market conditions, we are projecting:

- $2,540 million of gross debt service savings, which equates to $1,896 million of net present value debt service savings or 8.17% of the refunded bonds par amount (see exhibit A for annual debt service savings).

Option 2:
The City could complete the refunding of the 2009 Bonds via the issuance of a direct bank loan, similar to what was done for the recent Capital Improvement Revenue Refunding Bonds, Series 2015 (Front Beach Road Project). However, the maximum term we have seen banks willing to provide is 20 years. Therefore we would need to shorten the final maturity of the refunding bonds.
by three years (to June 1, 2036). By doing so the annual debt service payments in years 2017-2036 would be slightly increased and all of the debt service savings would be realized in 2037 – 2039. One major advantage of the direct bank loan financing is that it can be implemented in an expedited manner. In addition, the estimated costs of issuance would be substantially less for a direct bank loan ($150,000 which is factored into the savings figures referenced below). Under this option, PFM would work with City staff to undertake a request for proposals to procure the financial institution that was willing to provide the City the most attractive terms. Based on current market conditions, we are projecting:

- $4.358 million of gross debt service savings, which equates to $1.966 MM of net present value debt service savings or 8.60% of the refunded bonds par amount (see exhibit A for annual debt service savings).

Option 3:
This option involves the same type of financing as Option 2, but the City would contribute $2,000,000 of excess reserves in the water and sewer system to reduce the amount of the borrowing. This would result in the City achieving cash flow savings in all years from 2016 – 2029. Based on current market conditions, we are projecting:

- $5.079 million of gross debt service savings (net of equity contribution), which equates to $1.966 MM of net present value debt service savings or 8.60% of the refunded bonds par amount (see exhibit A for annual debt service savings).

Recommendation:
PFM is recommending that the City move forward with Option 3. Based on discussions with City staff, it was determined that there are sufficient reserves within the water and sewer system to allow for $2,000,000 to be contributed to the refunding without limiting future flexibility. Also as debt service savings are realized over the life of the transaction, these reserves would be replenished. Implementing Option 3 will also allow the City to lock in the favorable market conditions in the most expedited manner. While we are recommending the direct bank loan option, I do want to caution the City that seeking a 20 year term for a bank loan is aggressive and we might find that some banks are not willing to offer this length financing or will require some type of rate reset (put option) prior to maturity. PFM will work with City staff to maximize the pool of potential proposers and bring back the best deal possible for the City Council to consider.

Should the City Council desire to proceed, your financing team will immediately begin to prepare and distribute a request for proposals and financing documents to procure a financial institution with the goal of seeking final approval of a Bond Resolution from the City Council at a subsequent meeting. The financing team would be made up of City Staff, Bond Counsel (Bryant Miller Olive), City Attorney (Harrison Sale McCloy) and Financial Advisor (PFM).

If you have any questions please feel free to contact me at 407-406-5760 or gloverj@pfm.com.
### Exhibit A:

<table>
<thead>
<tr>
<th>Prior Debt</th>
<th>Annual Cash Flow Reduction</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Refunded 2009 Debt Service</td>
</tr>
<tr>
<td></td>
<td>Option1</td>
</tr>
<tr>
<td>1-Jun</td>
<td></td>
</tr>
<tr>
<td>2016</td>
<td>$568,900</td>
</tr>
<tr>
<td>2017</td>
<td>$1,137,800</td>
</tr>
<tr>
<td>2018</td>
<td>$1,137,800</td>
</tr>
<tr>
<td>2019</td>
<td>$1,137,800</td>
</tr>
<tr>
<td>2020</td>
<td>$1,857,800</td>
</tr>
<tr>
<td>2021</td>
<td>$1,856,800</td>
</tr>
<tr>
<td>2022</td>
<td>$1,854,050</td>
</tr>
<tr>
<td>2023</td>
<td>$1,856,463</td>
</tr>
<tr>
<td>2024</td>
<td>$1,856,400</td>
</tr>
<tr>
<td>2025</td>
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<td>2031</td>
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<tr>
<td>2033</td>
<td>$1,857,000</td>
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<td>$1,856,000</td>
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<td>2035</td>
<td>$1,856,750</td>
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<tr>
<td>2036</td>
<td>$1,854,000</td>
</tr>
<tr>
<td>2037</td>
<td>$1,857,750</td>
</tr>
<tr>
<td>2038</td>
<td>$1,857,500</td>
</tr>
<tr>
<td>2039</td>
<td>$1,853,250</td>
</tr>
</tbody>
</table>

|       | $41,099,088 | $2,539,706 | $4,358,003 | $7,079,080 |

Gross Savings | $2,539,706 | $4,358,003 | $7,079,080 |
Less Equity Contribution | 0 | 0 | 2,000,000 |
Cash Flow Savings (Net of Contribution) | $2,539,706 | $4,358,003 | $5,079,080 |

Note: Red figures under Option 2 indicate an increase in annual debt service.
REGULAR AGENDA
ITEM #6,

CLANT SEAY
PRESENTATION
The cooperative marketing funds for the Gulf Coast Charity Horse Show that were authorized by the CVB Board of Directors have not been paid to date. These funds are generally used to reimburse the event organizers for actual expenses related to the marketing and promotion of the event.

Dan Rowe

Visit Panama City Beach
Bay County TDC
17001 Panama City Beach Parkway
Panama City Beach, Florida 32413
Office: (850) 233-5070 - Cell: (850) 819-5196
E: drowe@visitpanamacitybeach.com | W: visitpanamacitybeach.com

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From: Dan Rowe <drowe@visitpanamacitybeach.com>
To: Clant Seay <cmseaylaw@aol.com>
Cc: jstrange <jstrange@pcbgov.com>; mgisbert <mgisbert@pcbgov.com>; rrussell <rrussell@pcbgov.com>; kcurry <kcurry@pcbgov.com>; jsmith <jsmith@pcbgov.com>; jreichard <jreichard@pcbgov.com>; goberst <goberst@pcbgov.com>; info <info@sugarsands.com>; aphpills <aphills@corpfla.com>; david.chapman <david.chapman@royalamerican.com>; goberst <goberst@pcbgov.com>; mthomas <mthomas@baycountyfl.gov>; gwalsingham <gwalsingham@aol.com>; ypatronis <ypatronis@aol.com>; mspswi <mspswi@md.gov>; rrussell <rrussell@pcbgov.com>; lauraousley18 <lauraousley18@gmail.com>; lbippen1957 <lbippen1957@yahoo.com>; Brian.Kaveney <Brian.Kaveney@mail.house.gov>; Larry.Calhoun <Larry.Calhoun@mail.house.gov>; kat.cammack <kat.cammack@mail.house.gov>; omar.raschid <omar.raschid@mail.house.gov>; zak.dahlheimer <zak.dahlheimer@wjhg.com>; jhenderson <jhenderson@pcnh.com>; kelly.baumgarten <kelly.baumgarten@wjhg.com>; news <news@wjhg.com>; msolomon <msolomon@wmmb.com>; llucas <llucas@baybullet.com>

Subject: RE: (Mr. Dan Rowe) "Big Lick" Horse Show - PCB Frank Brown Park - Feb. 19, 2016

Date: Fri, Feb 19, 2016 2:13 pm
Hi Dan,

I came by before lunch, missed you, and left voice mail.

As you informed me when we met last Friday, and I voiced my objections to you on behalf of the Combined Tourism Boards for agreeing to provide the "Big Lick" Horse Show with $25,000.00, I needed to take up the matter of the event being held at the Frank Brown Park that was the purview of the City Council.

Here is my request to Mr. Gisbert:

"I respectfully request to be put on the Agenda for next Thursday, Feb. 25, 2016, City Council meeting at 2:00 p.m. for the purpose of providing relevant documents, and addressing the issue of Panama City Beach providing the venue for the Gulf Coast Trainers Horse Show tentatively set for April 21-23, 2016, at the city's Frank Brown Park. As you know, this matter has come to the public's attention through recent news coverage, and the Citizens Campaign Against Animal Cruelty opposition to it because the Horse Show will feature Big Lick Animal Cruelty. A Change.Org Petition has now been signed by over 5,400 persons from every state in the country, and all over the world, including many Floridians. They are all asking the PCB City Council to cancel the Contract with Gulf Coast Charity Celebration Association, Inc., for cause due to the City not being fully informed of important facts surrounding the Gulf Coast Trainers Show at the time its operatives signed the Contract booking the event. A key factor in the matter is the PCB/TDC Combined Board tentatively agreeing to provide $25,000.00 tax money to the show which the Citizens Campaign believes was done without the knowledge of the recent history of the Gulf Coast Trainers Show, and the stigma of Big Lick Animal Cruelty attached to it, and especially the Horse Protection Act violation citation records of the officers and members of the WHTA (Walking Horse Trainers Association), and persons associated with the horse show including those of Ms. Martha "Sister" Blackmon-Milligan who appeared before the Combined Board of the CVB/TDC on January 12, 2016 and requested $25,000.00 tax money to subsidize the Gulf Coast Trainers Show. An important factor is the paucity of charitable contributions (approximately $12,000) made the by Horse Show since 2010 to the Panama City Beach and Bay County, Florida area, and the large distributions (over $30,000) during since 2010 made to organizations in Tennessee which support the Big Lick Tennessee Walking Horse which is Animal Cruelty."

I met with City Manager Mario Gilbert this morning and asked him to please put me on the City Council Agenda next Thursday to allow me the opportunity to present to the City Council objections to the "Big Lick" Horse Show being held on municipal property in
Panama City Beach, and other related matters.

Mr. Gilbert advised that I will be allowed that opportunity. As I said when I met with you last Friday and him this morning, I believe it would be detrimental to PCB and tourism development if the Tourism Board provides the $25,000.00 and the City provides the venue because Panama City Beach will be smeared by being associated with the institutionalized animal cruelty necessary to produce and maintain the "Big Lick" Tennessee Walking Horse which would be featured at the Gulf Coast Trainers Horse Show.

When we met last Friday, you told me that only the City could terminate the Horse Show Contract, and you confirmed that the $25,000.00 that the PCVB/TDC Combined Board authorized on Jan. 12, 2016, had not been delivered to Ms. Sister Milligan on behalf of the "Big Lick" Horse Show.

Question: Please confirm that the $25,000.00 has not been delivered to Ms. Milligan or the Horse Show. It is my understanding that Mayor Oberst and Councilman Russell serve both on the City Council and the Tourism Boards.

If by chance the $25,000.00 has been delivered, I request to know when it was delivered, and be provided with documentation of same?

I would appreciate hearing from you today on this.

Thank you.

Clant

Copy: Mayor and City Council
CVB/TDC Tourism Board
Ms Laura Ousley
Ms Teresa Bippen
U. S. Rep. Ted Yoho (R-FL)
Media

THIS IS A CONFIDENTIAL COMMUNICATION. The contents of this message and any attachments are intended only for the use of a specific addressee or addressees. If the reader of this message is not the intended addressee, or the person responsible for delivery to the addressee, you are notified that any dissemination, distribution, or copying of this message is STRICTLY PROHIBITED. If you have received this message in error, please notify the sender immediately by e-mail or by telephone. THANK YOU.
**What Can Be Done to End Soring?**

**WHAT WOULD HAVE THE BIGGEST IMPACT ON ELIMINATING SORING?**
- More money allocated to the USDA's enforcement. At present, USDA's inspectors attend only 7% of the shows, due to budget constraints. Relying on "self-policing" with industry inspectors has not been effective over the past decades.
- Severe penalties for those guilty of soring. Substantial fines and mandatory, serious suspension periods for trainers and owners, including lifetime bans and prison time, would deter soring.
- Federal ban on "pads and action devices," commonly termed "stacks and chains."

**WHAT CAN YOU DO TO HELP END SORING?**

**Learn More**
- www.StopSoring.com for latest news and facts on soring
- www.SoundHorseConference.com for presentation lectures on soring
- United States Department of Agriculture (USDA) on Horse Protection
  www.aphis.usda.gov/animal_welfare/hp
- Humane Society of the United States (HSUS)
  http://www.humanesociety.org/issues/tenn_walking_horses

**Get Involved**
- Run for a Board of Directors' position with the Tennessee Walking Horse Breeders & Exhibitors Association (TWHBEA) and effect change from within.
- Propose changes to the TWHBEA bylaws that preclude anyone from holding leadership positions who has had soring violations within recent years.
- Join FOSH or the HSUS.
- Volunteer for FOSH projects to end soring.

**Voice Your Concerns**
- Tell your Congressmen that you demand full enforcement of the law and adequate USDA funding.
- Inform traditional show venues and their sponsors that you will not support them because these shows encourage soring.
- Demand that the USDA and the industry inspectors enforce the law effectively.

**Report Soring to the USDA, HSUS, and FOSH:**
- Document soring incidences observed at barns or shows with photos or video and submit personally or anonymously.
- Report barns and trainers engaging in soring practices.
- Report scheduled "outlaw shows" organized without licensed USDA inspections.

**Friends of Sound Horses, Inc. (FOSH)**
Lori Northrup, Vice President of Anti-Soring Initiatives
6614 Clayton Road #105, St. Louis, MO 63117
716-474-7980 • lori@northrup.com

**The Humane Society of the United States (HSUS)**
Keith Dane, Director of Equine Protection
700 Professional Drive, Gaithersburg, MD 20879
301-258-3076 • kdane@hsus.org

**United States Department of Agriculture,APHIS (USDA)**
Dr. Rachel Cezar, Horse Protection Coordinator
Dr. Chester Gipson, Deputy Administrator
4700 River Road, Suite 6D03, Riverdale, MD 20737
301-851-3756 • Rachel.Cezar@aphis.usda.gov

**"Call it what it is. This is torture."**
- Internationally-renowned clinician, February, 2011

**ENFORCEMENT TO END SORING**

**WHAT IS SORING?**
- Soring is deliberately inducing pain to exaggerate a gaited horse's movement for the show ring. A variety of vicious and cruel methods have been devised over the years.
- Soring violations also include many methods used to avoid detection. Soring is against Federal law and is subject to fines and penalties if detected at a public show or sale.
- Soring includes the abuse of chains, foreign substances and chemicals, illegal shoeing to change the natural hoof angles, length of toe, weighted shoes, pressure shoeing, as well as the insertion of blocks and other devices between the hoof and the shoe stack to place pressure on the frog and sole of the foot to create pain in the front end of the horse. These methods all cause the horse to attempt to avoid the pain by picking up his front feet faster and higher, and shifting his weight back on his hocks. Slang for an obviously sore-going horse is "going too deep."

**WHY IS THIS ABUSE DONE?**
- Soring is practiced to get gaited horses to artificially enhance their step to win in shows. A winning image is rewarded with ribbons, cash, recognition, future breedings and training fees.

**Soring violations... bilateral sore... unilateral sore... scar rule... foreign substance... illegal shoeing... falsifying records... pressure shoeing...**

**“That just looks wrong.”**
- 10-YEAR-OLD BULL WHILE WATCHING VIDEO OF A "BIG HORSE" SHOWS IN SORING AND CHAINS, JUNE 10, 2011.

**DATA SHEET**

**WHAT IS THIS ABUSE DONE?**
- Soring is practiced to get gaited horses to artificially enhance their step to win in shows. A winning image is rewarded with ribbons, cash, recognition, future breedings and training fees.

**ENFORCEMENT TO END SORING**

There is a federal law called the Horse Protection Act, which prohibits soring at shows and sales, enforced by the USDA. However, most inspections are self-regulated by HIOs (horse industry organizations licensed by the USDA.)

**"The topical samples from Tennessee Walking Horses had the highest incidences of positives (of illegal substances from gas chromatography samplings) that I've ever seen in my life."**
- Dr. Tomas Tobin, leading veterinarian in drug control and technology in competition horses, November 5, 2010.

www.horsescult.com
Chemical Soring

Chemical soring is the application of painful, caustic liquids to tenderize the horse's pastern area (ankle), so the repeated strike of a chain is painful and causes the horse to snatch his foot higher with each step. The chain, a cruel part of this show horse style, is termed an “action device,” and the exaggerated gaits cannot be created without this chain.

**HOW IT'S DONE**

Chemicals are applied to the horse's lower legs, then the leg is wrapped in plastic for days. This causes the chemicals to “cook” into the flesh. This creates highly sensitized front pasterns that result in painful, excessive insulins. With the increased scrutiny of soring-related scars, another cruel practice is used to remove the telltale soring. The horse's legs are covered in a chemical stripping agent, which burns off old scar tissue through a very painful process.

**Methods Used to Avoid Detection at Inspection**

- **numbing agents** that wear off between inspection and show time (such as injected anesthetic, “the shot,” or surface application of Lidocaine).
- “stewarding” by teaching the horse at practice inspections that finching or reacting will cause worse pain, such as a beating or using a “hot stick” or electric prod.
- **distraction devices** a nerve gum cord, bit burr under the saddle, hand twitch, alligator clips on sensitive genital tissue, or surgical staples under the mane, applied just before an inspection to cause distracting pain elsewhere during the inspection.
- **horse switching** a substitute horse for inspection under false paperwork, and then switching and putting the sored horse into the show ring.
- **Methods Used to Avoid Detection at Inspection**

**Pressures Soring**

Pressure soring causes pain in a horse's front feet, so when each front hoof hits the ground, the horse will “snatch” the foot off the ground, resulting in an unnatural, dramatic step.

**HOW IT'S DONE**

- Grinding the hoof sole down so thin “beads of blood show” and the sole gets spongy and super-sensitive.
- Taking the hoof wall down slightly shorter than the sole, so it provides no support, protection, called “rolling the sole.”
- Inserting hard objects between the shoe or pad and the tender sole, such as bolts (removable for inspections), half a golf ball, hardened epoxy, or a dried piece of hoof.
- “Blocking,” which is standing the horse for hours on wedges duct-taped to the hoof.
- Purposely foundering a young horse (called “the natural fix” and “nature's way of soring”).
- “Road foundering” the horse by riding fast on a hard surface such as a paved road.
- Extreme tightening of metal hoof bands to cause pain from excessive pressure on the hoof.
- Extreme tightening of metal hoof bands to cause pain from excessive pressure on the hoof.

**HOW TO DETECT**

- Observations:
  - Horse lies down in stall and groans in pain.
  - Horse is crampy and unwilling to move.
  - Horse warms up into motion with a “praying mantis stance,” with abnormal weight thrown on his hind quarters to avoid front end pain.
  - Horse stands in classic “standing in a bucket” pose to alleviate pain in front legs (photo above).
  - Response to hoof testers (ideal if shoes are pulled first).
  - Digital radiography (x-ray will show extreme thinness of sole, any foreign objects, or excessive coffin bone rotation).”
  - Thermography to detect hot spots from pain.

**Methods Used to Avoid Detection at Inspection**

- **numbing agents** that wear off between inspection and show time (such as injected anesthetic, “the shot,” or surface application of Lidocaine).
- **stewarding** by teaching the horse at practice inspections that finching or reacting will cause worse pain, such as a beating or using a “hot stick” or electric prod.
- **distraction devices** a nerve gum cord, bit burr under the saddle, hand twitch, alligator clips on sensitive genital tissue, or surgical staples under the mane, applied just before an inspection to cause distracting pain elsewhere during the inspection.
- **horse switching** providing a substitute horse for inspection under false paperwork, and then switching and putting the sored horse into the show ring.
LIST OF INSTITUTIONS OF HIGHER LEARNING, CORPORATIONS, HORSE SHOWS, EQUINE EDUCATIONAL VENUES, EXPOS, AND STATE FAIRS THAT HAVE BANNED THE "BIG LICK" PERFORMANCE TENNESSEE WALKING HORSE

University of Mississippi Medical Center

Starting in 2015, UMMC will not accept charitable donations ($50,000.00 annual) from the Big Lick Mississippi Charity Horse Show. UMMC disassociates from MCHS due to not wanting to be part of "the national controversy over the way Tennessee Walking Horses are trained and handled — particularly those that perform in the 'Big Lick' style."

University of Tennessee

Starting in 2012, UT replaced the Big Lick Tennessee Walking Horse with a Sound Natural Flat Shod Tennessee Walking Horse at the annual Homecoming football game pregame exhibition.

Germantown, TN Charity Horse Show
Banned the Big lick Horses- Accepts Flatshod Walking Horse Classes

Corporations Severing Ties With Big Lick Tennessee Walking Horses

Regions Bank (16 States) Withdrew $25,000.00 corporate sponsorship of Tennessee Walking Horse National Celebration

Pepsi-Co — Withdrew $25,000.00 corporate sponsorship of Tennessee Walking Horse National Celebration

N.C. State Fair — Banned "Big Lick" Tennessee Walking Horses from the 2015 Fair.

Kentucky Horse Park Lexington, Kentucky
Banned Big Lick TWH — Welcomes Flatshod Walking Horses

United States Equestrian Federation (Olympics)
Has banned the use of pads, chains, and banded shoes at their shows. Barefoot and Keg Shoes are welcome.

World Equestrian Games, Kentucky Horse Park Lexington, Kentucky
Banned the Big lick Horses- Accepts Flatshod Walking Horses

Big D Charity Show, Dallas Texas
Banned the Big lick and all Flatshod Walking Horse Classes
Virginia Horse Fair
Banned the Big lick Horses- Accepts Flatshod Walking Horse Classes

Hoosier Horse Fair, Indiana
Banned the Big lick Horses- Accepts Flatshod Walking Horse Classes

Los Angeles County Fair, California
Banned the Big lick Horses- Accepts Flatshod Walking Horse Classes

Missouri State Fair, Missouri
Banned the Big lick Horses- Accepts Flatshod Walking Horse Classes

Orange County Fair, California
Banned the Big lick Horses- Accepts Flatshod Walking Horse Classes

Florida State Fair, Florida
Banned the Big lick Horses- Accepts Flatshod Walking Horse Classes

Illinois State Fair, Illinois
Banned the Big lick Horses- Accepts Flatshod Walking Horse Classes

Devon Horse Show & Country Fair, Pennsylvania
Banned the Big lick and all Flatshod Walking Horse Classes
*As a result of “bad image” all classes for the Tennessee Walking Horse were eliminated

National Horse Show, (Originally held in Madison Square Gardens, N.Y) Washington D.C.
Banned the Big lick and all Flatshod Walking Horse Classes
*As a result of “bad image” all classes for the Tennessee Walking Horse were eliminated

International Horse Show, Harrisburg, Pennsylvania
Banned the Big lick and all Flatshod Walking Horse Classes
*As a result of “bad image” all classes for the Tennessee Walking Horse were eliminated

Equine Affair, Ohio
Banned the Big lick Horses- Accepts Flatshod Walking Horse Classes

Equine Affair, Massachusetts
Banned the Big lick Horses- Accepts Flatshod Walking Horse Classes
Horse World Expo, Maryland
Banned the Big lick Horses- Accepts Flatshod Walking Horse Classes

Horse World Expo, Pennsylvania
Banned the Big lick Horses- Accepts Flatshod Walking Horse Classes

Walking Horse Assoc of Michigan
Banned the Big lick and all Flatshod Walking Horse Classes

Removed from the Rule Book Of:
National Plantation Walking Horse Association (Southern California)
NWHA, National Walking Horse Association
CITIZENS CAMPAIGN AGAINST BIG LICK ANIMAL CRUELTY

February 17, 2016

FOR IMMEDIATE RELEASE

Contact: Clant M. Seay
Phone: 662-380-3367
E-mail: cmseaylaw@aol.com

CITIZENS CAMPAIGN CALLS ON PANAMA CITY COUNCIL TO IMMEDIATELY REVOKE "GULF COAST TRAINERS HORSE SHOW" CONTRACT; AND THE TDC/CVB BOARD TO NOT TURN OVER $25,000.00 OF TAX MONEY TO SUBSIDIZE THE ANIMAL CRUELTY ASSOCIATED WITH THE "GULF COAST TRAINERS HORSE SHOW"

"Over 5,300 persons have signed the following Change.Org Petition: https://www.change.org/p/dan-rowe-gayle-oberst-josie-strange-mario-gisbert-cancel-2016-big-lick-animal-cruelty-walking-horse-show-panama-city-beach-florida asking Mayor Gayle Oberst and the PCB City Council to Cancel 2016 "Big Lick Animal Cruelty" Tenn.Walking Horse Show - Panama City Beach, Florida

The Citizens Campaign now calls on the municipality of Panama City Beach, Florida (PCB) to immediately terminate the Contract (Nov. 15, 2015) with the Gulf Coast Charity Association, Inc. for the Gulf Coast Trainers Horse Show for the following reasons:
1. Gulf Coast Charity Celebration Association, Inc., apparently did not disclose the endemic institutionalized Animal Cruelty associated with the event which will feature 37 Big Lick classes. The Big Lick, according to MTSU Horse Science Faculty Professor Dr. John Haffner, is a pain induced gait, and is a “business built on the suffering and pain of horses”. Dr. Haffner’s remarks made at the 2014 Sound Horse Conference, “Soring: A Necessity For The Winning Gait”, are illustrative. [https://youtu.be/AIEddratz1k](https://youtu.be/AIEddratz1k) (see min 2:10)

2. Ms. Martha “Sister” Milligan apparently did not disclose to the municipality of Panama City Beach, Florida, that on December 14, 2015, the USDA filed a Complaint in Washington, DC, against Ms. Milligan and her horse trainer, Mr. J. W. “Dick” Peebles, alleging multiple Horse Protection Violations (Animal Cruelty) which allegedly occurred with the “SORING” of Ms. Milligan’s horse, “Jose’s Night Train” at the 2013 Gulf Coast Charity Trainers Show, nor did Ms. Milligan disclose to PCB the numerous Horse Protection Act Violation citations which have been issued to her in the past.

3. Ms. Martha “Sister” Milligan apparently did not disclose to PCB or the Combined Board the atrocious records of Horse Protection Act Violation citations (Animal Cruelty), and federal suspensions from “training” Tennessee Walking Horses associated with various leaders and members of the Walking Horse Trainers Association, present and former, which include: its current President – Mr. William O. Young; past President Mr. Mickey McCormick; First Vice President Mr. Bill Cantrell; Director Mr. Wayne Dean; Trainer of the Year Mr. Charlie Green; Lifetime Achievement Award to Mr. Billy Gray; and to her own horse trainer, Mr. J. W. “Dick” Peebles; former Walking Horse Trainers Ethics Chairman Mr. Larry Wheelon (indicted on 18 counts of aggravated cruelty to animals) or Mr. Jamie B. Lawrence, who Ms. Milligan supported in person on Feb. 2, 2016, when Mr. Lawrence was tried and found guilty of the crime of Assault against Ms. Teresa Bippen (Friends of Sound Horse President) by a Columbia, Maury County, Tennessee jury. Mr. Lawrence was on the way to a Horse Show and intentionally drove his truck and trailer in the
direction of Ms. Teresa Bippen putting her in fear of being grievously injured.

Jury finds Walking Horse horse trainer guilty of assault

A champion Tennessee Walking Horse trainer was found guilty of assault Tuesday by a Maury County Circuit Court jury for driving his truck in the direction of a protester last year.

4. Ms. Martha "Sister" Milligan apparently did not disclose to the Combined Board of the Panama City Beach Convention and Visitors Bureau and Bay County Tourism Development Council any of the items set out in 1, 2 and 3 when she appeared before this Combined Board and solicited $25,000.00 of tax money for the Gulf Coast Charity Trainers Show" at Frank BrownPak on April 21-23, 2016.

“We believe that there has been substantial omission by Ms. Milligan regarding:

1. The decline of the charitable contributions from the Gulf Coast Charity Trainers Show since the 2013 tax return(last one located online) for the Gulf Coast Charity Celebration, Inc. only shows a $5,000.00 donation to the Boys & Girls Club, and approximately $7,000.00 donation to out state organizations which are not charities, and additionally are controlled by persons who are attempting to preserve the culture of Big Lick Animal Cruelty;

2. The Combined Board of PCB, according to Mr. Dan Rowe, does not currently possess a Tourism Impact study alluded to by Ms. Martha "Sister" Millgan in the Feb. 14, 2016, Panama City News Herald newspaper article: “TDC study shows the event generates an estimated $4.9 million in direct and indirect economic benefits, with 5,000 to 15,000 people coming to the Beach for the event.”

"In our opinion, if the municipality of Panama City Beach had known all of the facts presented here, and those which will be presented in the Press Conference tomorrow, Panama City Beach would have never agreed for Frank Brown Park to be the venue of the 2016 Gulf Coast Charity Trainers Show.

It is further our opinion that if the Combined Board – TDC/CVP had known the facts set out in this Press Release, that it would have never agreed to provide $25,000.00, at Ms. Milligan’s request, to subsidize the Gulf Coast Charity Trainers Show, the underlying foundation of which is Big Lick Animal Cruelty.

"The reputation of Panama City Beach is worth far more than Ms. Martha “Sister” Milligan’s Big Lick hobby or ‘passion’ as she describes it.

We urge Panama City Beach, Florida to get on the “right side of history” where this issue is concerned, and for all of the reasons provided, cut all ties with Big Lick Animal Cruelty and not allow this show to be hosted at the city owned Frank Brown Park.

Attached is a letter from FOSH President Ms. Teresa Bippen who signed Ms. Laura Ousley’s Change.Org Petition saying, "Florida tourists should not have to visit a state which allows animal cruelty".
### USDA HORSE PROTECTION ACTIVITY REPORT

<table>
<thead>
<tr>
<th>DATE(S) USDA ATTENDED EVENT</th>
<th>NAME OF EVENT: 77th Annual TWH National Celebration</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/26 - 9/5/2015</td>
<td>CITY AND STATE: Shelbyville, TN</td>
</tr>
</tbody>
</table>

**SHOW MANAGER:** Mike Inman  
**TOTAL NUMBER OF DQPs PRESENT:** 7

**Events Totals-Summary:**
- Total Horses Inspected: 1392  
- Total Scratches: 552  
- Total DQs: 197

**NOTE:** Total horses disqualified and total number of violations % different due to multiple violations on the same horse and/or both the USDA and DQP disqualifying the same horse.

- **182** of the 525 horses inspected by the USDA were disqualified (34.66% non-compliant)
- USDA found 227 violations; DQPs found 33 violations
- 281 Padded, 1 Flat Shod

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<table>
<thead>
<tr>
<th>DATE(S) USDA ATTENDED EVENT</th>
<th>NAME OF EVENT: Gulf Coast Charity Celebration</th>
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<tbody>
<tr>
<td>24-25 April 2015</td>
<td>City &amp; State: Columbia TN (24 April) Shelbyville TN (25 April)</td>
</tr>
</tbody>
</table>

**SHOW MANAGER:** Todd Fisher  
**TOTAL NUMBER OF DQPs PRESENT:** 5

**Events Totals-Summary:**
- Total Horses Inspected: 245  
- Total Scratches: 37  
- Total DQs: 63

**NOTE:** Show was moved to Shelbyville due to weather.

- **12** of the 63 horses inspected by the USDA were disqualified (19% non-compliant)
- Total violations: USDA found 14 violations; DQPs found 14 violations
- 27 Padded, 1 Flat Shod

**Total disqualifications is different from total violations due to both USDA and DQP calling out the same horse and/or multiple violations on the same horse.**
“The fact is the big lick can only be accomplished by soring. When one soring technique becomes detectable, another one is developed. The big lick is a learned response to pain and if horses have not been sored, they do not learn it.”

John Haffner, DVM - MTSU Faculty
The Tennessee Walking Horse National Celebration (TWHNC) has announced that the 2013 Gulf Coast Charity Celebration has been cancelled. Although cancelled in 2013, both the TWHNC and Gulf Coast Charity are looking at ways to continue the show in 2014.

The Gulf Coast Charity Celebration in Panama City Beach, Fl. has been a staple on the Walking Horse show calendar since 1999 and will be missed by exhibitors and trainers who have frequented the white sand beaches of Northwest Florida.

"It is unfortunate that we were unable to achieve the correct balance of cost, participation, and sponsorship to make the show profitable in 2012," said Celebration CEO Mike Inman. He continued, "The Celebration has proven it will do everything it can to help horse shows in the industry to survive but at some point we have to protect the bottom line of The Celebration and unfortunately that motive necessitated the move to cancel the 2013 Gulf Coast Charity Celebration."

The three day show was scheduled for April 25-27, 2013, its traditional last full weekend in April date. The void in the show calendar has not yet been filled. The Celebration is looking at all options to move forward in 2014 with a show in Panama City Beach.
Lowmans Purchase Gulf Coast Show
Wednesday, July 20, 2011

Larry and Terry Lowman have announced their purchase of the Gulf Coast Charity Horse Show. The Lowmans will continue to have the horse show in Panama City Beach, Fl. and it will be held on the traditional last full weekend in April. Larry will serve as Executive Director and Todd Fisher will remain as Events Coordinator.

The new Gulf Coast Charity Horse Show, Seafood Festival and Classic Car Show will return to four nights and will be held April 25-28, 2012 at Frank Brown Park in Panama City Beach. The show will benefit the Boys & Girls Club of Panama City.

"We are extremely excited to have this opportunity. It is our goal to bring back the fun to the Gulf Coast Horse Show and get back to the basics of having a good, competitive horse show," said the Lowmans.

The new Gulf Coast Charity Horse Show, Seafood Festival and Classic Car Show will feature an exhibitors' party on Friday night and offers spectators the opportunity to visit vendors spanning the equine, food and automotive industry.

"Terry and I were looking for a way to attract another audience to see our great breed, the Tennessee Walking Horse. We felt that the new Seafood Festival and Classic Car Show would give us the avenue to do just that," said Lowman. The motto of the new event will continue to be "Fun In The Sun" and the horse show will continue to focus on the exhibitors, trainers and spectators that make the Gulf Coast area a unique Walking Horse venue.

"We will continue many of the traditions of the show, but as with any new management, there will be changes. The show will not have any of the specialty acts or the nightly music as in past years. Our focus will be on showing horses and having a good time. There will be a Trainer's and Sponsors' Party on Tuesday evening and an Exhibitors' Party on Friday night. We invite everyone to come and join us for some fun in the sun!" concluded the Lowmans.

The Gulf Coast Charity Horse Show will affiliate with the SHOW HIO in 2012. The Walking Horse Report will continue to bring additional information about the new Gulf Coast Charity Horse Show, Seafood Festival and Classic Car Show in the next several weeks. You can visit the new show online at www.gulfcoasthorseshow.com.

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The Celebration Partners With Gulf Coast Charity And Music Festival
Monday, February 06, 2012

The Tennessee Walking Horse National Celebration® and Gulf Coast Charity Horse Show have partnered and will host the 2012 Gulf Coast Charity Celebration April 26-28 in Panama City Beach, Florida. The Gulf Coast Charity Horse Show was started in 1998 and has run consecutively for 13 years on the last full weekend in April.

The Celebration will manage the horse show and make all the decisions regarding the show portion of the event. The Gulf Coast Charity Celebration will be the first of three Celebration events in 2012. The Spring Fun Show will be held in May and the Tennessee Walking Horse National Celebration will be held in August. Celebration CEO Dr. Doyle Meadows will serve as show manager of the Gulf Coast Charity Celebration. Todd Fisher will assist Meadows. Fisher has been with the Gulf Coast Charity since its inception in 1998.

"We are excited to partner with the Gulf Coast Charity and look forward to helping revitalize one of the premier showcases for the Tennessee Walking Horse," said Meadows. The Gulf Coast Charity will continue to participate, advertise, promote and market the event in Northwest Florida and Panama City.

"We look forward to the owners, trainers and exhibitors coming back to the World’s Most Beautiful Beaches and joining us and supporting the efforts of The Celebration to experience a fresh new version of fun in the sun. We want to continue the World’s Greatest breed of horses at this premier event in northwest Florida. Mark your calendars. You do not want to miss this!," said Fisher.

"It was imperative that the Gulf Coast Charity remain involved in the horse show. They have always done a fantastic job getting the support of the local community and have put over $750,000 in the hands of charities as a result of the 13 previous years of the horse show. This partnership would not have been possible without the efforts of board members Todd Fisher, Ben Lee and local volunteers," concluded Meadows.

The Celebration® and Gulf Coast Charity intend to continue giving to charities and will explore the option of picking a national charity with branches in both the Shelbyville and Panama City communities to support. The horse show will feature three nights of Walking Horse competition and will allow both exhibitors and fans the opportunity to enjoy the “World’s Most Beautiful Beaches” and entertainment of Panama City Beach and surrounding communities.

More information regarding the Gulf Coast Charity Celebration will be forthcoming including sponsorship opportunities, stall rentals, class schedule and hospitality options. Mark your calendars and make plans to attend the 14th Annual Gulf Coast Charity Celebration, now managed and operated as a Celebration horse show.
WHTA Partners to Continue Gulf Coast Charity Trainers' Show

Wednesday, January 30, 2013

The Walking Horse Trainers' Association and Gulf Coast Charity Celebration Association, Inc. are pleased to announce the 2013 Gulf Coast Charity Horse Show will be held April 25-27 in Panama City Beach, Fl. The new joint venture, approved unanimously by the WHTA, comes less than a week after The Celebration and Gulf Coast Charity decided to cancel the horse show. The new name will be the Gulf Coast Charity Trainers’ Show.

After hearing of the cancellation, the WHTA reached out to the Gulf Coast Charity Celebration Association, Inc. to see if it could possibly help save the show on the 2013 calendar. “Our industry needs every horse show we can get, especially those that feature our horse in geographic areas that are not highly concentrated with shows,” said Show Manager Benny Johnson. “We are proud to be able to assist the Gulf Coast Charity and manage it but we will need the help of everyone to make it a success,” concluded Johnson.

The 15th Annual Gulf Coast Charity Horse Show will feature three evening performances of both pleasure and performance Tennessee Walking Horse classes. The popular horse show, held on the white sand beaches of Panama City Beach, offers the industry a chance to enjoy the popular tourist destination and all it has to offer along with some of the industry’s top competition. The WHTA encourages everyone to come and enjoy the fun and show their horses in order to keep this important show on the horse show calendar for future years.

Anyone interested in sponsoring the show should contact the WHTA at 931-684-5866. The Gulf Coast Charity Trainers’ Show is the only beach venue on the show calendar and offers great food and vendors, live music and the popular "Paddock Club" seating.

"We appreciate the partnership with The Celebration last year and are so excited to see the Trainers’ Association step up and manage the show in 2013 to keep the tradition of the Gulf Coast Charity Horse Show alive for its 15th year," said board members Todd Fisher and Ben Lee.

A final class schedule and more details surrounding the show will be released in the near future.
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<td>Walking Horse Trainers</td>
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<td>TWHBEA</td>
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<td>Celebration</td>
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<td>Boys and Girls</td>
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<td>Jr Leadership</td>
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<tr>
<td>Gulf Coast State Colleges</td>
<td>10,000</td>
<td>10,000</td>
<td>20,000</td>
<td>12,000</td>
<td>54,280</td>
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<td>Lighthouse Ministry (operates in Mexico)</td>
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<td>Anchorage Childrens Home (PCB)</td>
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<td>Troubled Teens</td>
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<td>Misc</td>
<td>7,932 (13)</td>
<td>1,869 (6)</td>
<td>6355(11)</td>
<td>8075 (6)</td>
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<td>Combined Local Charities</td>
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<td>40,100</td>
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<td>22,000</td>
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<td>Local Distributions TOTAL</td>
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<td>92,075</td>
<td>27,500</td>
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</table>
**USDA HORSE PROTECTION ACTIVITY REPORT**

**DATE(S) USDA ATTENDED EVENT:** 8/26 - 9/5/2015

**HIO: SHOW**

**SHOW MANAGER:** Mike inman

**NAME OF EVENT:** 77th Annual TWH National Celebration

**CITY AND STATE:** Shelbyville, TN

**TOTAL NUMBER OF DQPs PRESENT:** 7

**Events Totals-Summary:**

<table>
<thead>
<tr>
<th>Category</th>
<th>Quantity</th>
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</thead>
<tbody>
<tr>
<td>Total Horses Inspected</td>
<td>1392</td>
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<tr>
<td>Total Scratches</td>
<td>552</td>
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<tr>
<td>Total Disqualifications</td>
<td>197</td>
</tr>
<tr>
<td>- 196 Padded, 1 Flat</td>
<td></td>
</tr>
<tr>
<td>- 182 of the 525 horses inspected by the USDA were disqualified (34.66% non-compliant)</td>
<td></td>
</tr>
<tr>
<td>Total Violations</td>
<td>261 Padded, 1 Flat Shod</td>
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</tbody>
</table>

**NOTE:** Total horses disqualified and total number of violations is different due to multiple violations on the same horse and/or both the USDA and DQP disqualifying the same horse.

- USDA found 227 violations; DQPs found 35 violations
**USDA HORSE PROTECTION ACTIVITY REPORT**

**DATE(S) USDA ATTENDED EVENT:** 24-25 April 2015

**NAME OF EVENT:** Gulf Coast Charity Celebration

**SHOW MANAGER:** Todd Fisher

**Type of Event (Show, Sale, Exhibit or Auction):** Show

**Total Number of DQPs Present:** 5

### Events Totals-Summary:

- **Total Horses Inspected:** 245
- **Total Scratches:** 17
- **Total Disqualifications:**
  - 12 Padded, 1 Flat
  - 12 of the 63 horses inspected by the USDA were disqualified (19% non-compliant)

### Total Violations:

- USDA found 14 violations; DQPs found 14 violations
  - 27 Padded, 1 Flat Shod

---

**NOTE:** Show was moved to Shelbyville due to weather.
## USDA HORSE PROTECTION ACTIVITY REPORT

**DATE(S) USDA ATTENDED EVENT:** 24-25 April 2015  
**NAME OF EVENT:** Gulf Coast Charity Celebration  
**City & State:** Columbia TN (24 April) Shelbyville TN (25 April)  
**NOTE:** Show was moved to Shelbyville due to weather.

**SHOW MANAGER:** Todd Fisher

**TYPE OF EVENT (SHOW SALE, EXHIBIT OR AUCTION):** Show

**TOTAL NUMBER OF DQPs PRESENT:** 5

### Events Totals-Summary:

- **Total Horses Inspected:** 245
- **Total Scratches:** 17
- **Total Disqualifications:**
  - 18 Padded, 1 Flat
  - 12 of the 63 horses inspected by the USDA were disqualified (19% non-compliant)

### Total Violations:

- USDA found 14 violations; DQPs found 14 violations
- 27 Padded, 1 Flat Shod

Total disqualifications is different from total violations due to both USDA and DQP calling out the same horse and/or multiple violations on the same horse.
**GULF COAST HORSE SHOW** (Based on examination of 990 Income Tax Returns required to be filed by non-profit corporations)

- **2015 - 2016 – Gulf Coast Trainers Horse Show Controversy**

  a) **Feb. 13, 2016** – [www.billygoboy.com](http://www.billygoboy.com) learned that the $25,000.00 tax money has not yet been delivered to Ms. Martha “Sister” Blackmon Milligan, and that the Bay County Tourism Development Council does not possess a Tourist Impact Study that Ms. Milligan referenced in her remarks to a Panama City Beach News Herald newspaper reporter.

  b) **Feb. 11, 2016** – Citizens Campaign Against Big Lick Animal Cruelty Representative appears before the PCB (Panama City Beach) City Council Meeting.

  c) **Jan. 27, 2016** – Ms. Laura Ousley of Knoxville, Tennessee starts a Change.Org Petition that over 5,400 persons from every state in the union and from over 90 foreign countries have signed.

  d) **Jan. 12, 2016** – Ms. Martha “Sister” Blackmon Milligan appears before the nine person Combined Board of the Panama Beach Convention and Visitors Bureau, Inc./Bay County Tourism Development Council, and requests $25,000.00 of tax money to pay for Gulf Coast Charity Horse Show. Ms. Milligan does not present a “Tourist Impact Study” during her appearance to justify her request for the $25,000.00. The Tourism Development Council says it does not have any Tourism Impact Study regarding the Gulf Coast Charity Horse Show. Ms. Martha “Sister” Blackmon-Milligan does not disclose to the Combined Board that a federal Complaint by the USDA was filed against her for violating the federal Horse Protection Act for exhibiting a “SORE” horse, Jose's Night Train at the 2013 Gulf Coast Charity Horse Show. Ms. Milligan also did not disclose that she has also received 8 other Horse Protection Violation citation notices alleging Animal Cruelty.


  f) **Nov. 15, 2015** – Gulf Coast Charity Trainers Association Celebration, Inc., (Ms. Martha “Sister” Blackmon-Milligan) enters into contract with
Panama City Beach for use of Frank Brown Park for 2016 Gulf Coast Charity Trainers Show.

- **2015** (More)
  a) On April 25, 2015, the Gulf Coast Charity Horse Show pulled up stakes in Columbia, Tennessee, and moved to the grounds of the privately owned Tennessee Walking Horse National Celebration.
  b) On April 24, 2015, Citizens Campaign Against Big Lick Animal Cruelty protested the Gulf Coast Charity Horse in Columbia, Tennessee on April 24, 2015, and called on the public to boycott the Horse Show which it did:
  c) **January 16, 2015** – Gulf Coast Charity Horse Show announces it is moving to Columbia, Tennessee

- **2014** No Tax Return Available

- **2013**
  $5,000 Boys & Girl Panama City Beach
  **BIG LICK - $7,660.00 TOTAL**
  WHTA $1,000  TWHBEA $6,600.00
  a) **January 30, 2013** – WHTA (Walking Horse Trainers Association) agrees to partner with Gulf Coast Charity Celebration Association, Inc., to have Gulf Coast Charity Trainers Show.
  b) **January 8, 2013** - Tennessee Walking Horse National Celebration announces cancellation of 2013 Gulf Coast Charity Horse Show

- **2012**
  $1,400 Lions Club
  $5,000 Boys & Girls Panama City Beach
  **BIG LICK $34,500.00 TOTAL -**
  $30,895 - Tennessee Walking Horse National Celebration –
  $ 3,098 - WHTA (Walking Horse Trainers Association)

**Feb. 6, 2012** - Tennessee Walking Horse National Celebration partners with Gulf Coast Charity Horse Show
October 26, 2011 – Larry Lowman announces deal falls though to purchase Gulf Coast Charity Horse Show.

July 20, 2011 – Larry Lowman, Shelbyville, Tennessee announces plan to purchase Gulf Coast Charity Horse Show for sale.

- **2011**
  - $100 Beauty Pageant
  - $100 Gulf Coast Community College
  - $8,554 Travel

- **2010**
  - $10,000 Boys & Girls
  - $5,000 Lighthouse Ministry
  - $500.00 Travel

- **2009**
  - $7,500 Anchorage Childrens Home
  - $5,000 Lighthouse Ministry

- **2008**
  - $25,000 Anchorage Childrens Home

- **2007**
  - $25,000 Anchorage Childrens Home
  - $5,000 Troubled Teens
  - $1,100 J.R. Arnold High School Boosters
  - $1,155.00 (Combined various charities)

- **2006**
  - $17,000 Hospice of Emerald Coast
  - $4,000 Teen Challenged
  - $4,059 (Combined various charities)

- **2005**
  - $50,000 Upgrade Frank Brown Park
  - $8,000 Teen Challenge
  - $25,000 Emerald Coast Hospice
  - **Big Lick Shows $1,265.00** (International Grand Championship - $125, Delta Fall Classic - $500.00, Ga Walking Horse - $600 – WHAT - $500, $40 Fayetteville Blue Ribbon,
- **2004**
  $10,000 Gulf Coast State College
  $25,000 Emerald Coast Hospice, 
  $4,000 Teens Challenge 
  $7,900 – (Various Combined Charities - Fantastic Gymnastics Center, Circus Tickets, American Cancer Society, Bay Law Enforcement, Marine Institute, Beach Bay Optimist, St. Bernadette School, Kiwanis, St. Andrews Community Medical Center, St. Andrews Kiwanis, Shriners – Circus Tickets, Children's Home Society) 
  $600.00 Big Lick Show - Perry, GA –  

- **2003**
  $40,100 Emerald Coast Hospice, 
  $ 3,000 Teen Challenge, 
  $ 1,800 Combined Various Charities  

- **2002**
  $42,000 Emerald Coast Hospice, 
  $20,000 Gulf Coast State College, 
  $ 6,300 (11 Various combined charities)  

- **2001**
  $50,000 Emerald Coast Hospice, 
  $12,000 Gulf Coast Community College, 
  $22,000 Habitat For Humanity, 
  $ 8,000 (Various Combined Charities)  

- **2000**
  $27,500 Emerald Coast Hospice  

- **1999**
  $54,280 Gulf Coast Community College
February 16, 2016

Mayor Gayle Oberst  
City Council Members  
Combined Board PCBCVB/BCTDC  
104 South Arnold Road  
Panama City Beach, FL 32413

Dear Mayor Oberst and Concerned Parties:

RE: Gulf Coast Trainers' Show, Frank Brown Park, April 21-23, 2016

Is it in the best interests of Panama City Beach to give an individual, charged with a federal violation, $25,000 to promote a horse show just like the one where she allegedly committed her most recent violation? Is it in the best interests of your community to provide a venue for a horse show that demonstrates horse abuse that is abhorred by animal lovers around the world? What will visitors think? Should your children and grandchildren be permitted to watch horses being exhibited and worked with chains beating against their legs? Does that teach youngsters respect for animals and their well-being?

FOSH hopes you reexamine the situation: Your city is planning to give $25,000 to the horse show promoter, Sister Milligan, who has federal charges pending against her for illegally soring her horse at the 2013 Gulf Coast show held in Panama City Beach. Not only that, she already has a violation history of soring horses—seven to be exact. Soring is the deliberate infliction of pain upon the front legs and feet of a horse to achieve an exaggerated gait in the show ring. It is illegal under federal law and is animal abuse.

We realize you may be concerned about the show’s cancellation impacting Gulf Coast Charity Celebration’s contributions to local charities. FOSH does not believe that should be a concern. Upon examination of the federal tax returns (Form 990s) of Gulf Coast Charity Celebration, it appears that during the last few years, very little has been donated to your local charities. The majority of the distributions have been to Tennessee organizations and associations that are not charities. For example, in 2013, $7,656 benefitted Tennessee organizations and associations (not charities) and $5,550 was donated to a local charity. In 2012, $33,993 was donated to TN groups and $5,000 to a local charity. In fact, since 2010, only $20,650 has been donated by Gulf Coast Charity to local charities. In our eyes, the $25,000 horse show grant provides more benefit to local charities if the funds are directly given to the charities instead of funneling through the Gulf Coast Charity Celebration to subsidize Ms. Milligan’s horse show.

There is another fact of which you should be aware which is that Dee Cantrell, the representative of the Walking Horse Trainers Association who was the last speaker at your February 11 meeting, also holds a horse soring violation. She is married to horse trainer, Bill Cantrell, who has three violations. Once again, soring is animal abuse and illegal under federal law.

AGENDA ITEM #
Although I wrote you six days ago, I am compelled to write again as the above information has recently become available. Although the subject of Big Lick, soring and horse abuse is new to your Board, FOSH has fought soring for 15 years. I testified about soring abuse and endorsed the PAST (PREVENT All Soring Tactics) Act in front of Congress in November 2013. Congressman Ted Yoho reintroduced the PAST Act last year.

As requested in our first letter, FOSH respectfully requests that the Gulf Coast Charity Celebration Trainers Show be cancelled. We also have a second request, please cancel the $25,000 payment to Sister Milligan and the Gulf Coast Charity Celebration Association. She has embarrassed your city by not sharing her horse soring violations history so that the Council could make an informed decision. As a result, this show is not deserving of Panama City Beach subsidies or the ability to rent your park showgrounds.

In closing, as a result of the above circumstances and because the Big Lick horse is an animal abuse issue, FOSH requests that the Gulf Coast Charity Celebration Association not be permitted to rent city property for its show nor receive any subsidy from Panama City Beach.

For the Horse,

Teresa Bippen

Teresa Bippen
President, Friends of Sound Horses
Tbippen1957@yahoo.com
314-409-3861

P.S. I am able to provide documentation of the violations of Ms. Milligan and the Cantrells discussed in my letter.
<table>
<thead>
<tr>
<th>View</th>
<th>Violator Name</th>
<th>Horse Name</th>
<th>Violation Date</th>
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<tr>
<td>🝇</td>
<td>Martha Milligan</td>
<td>Ms. Jose Walks</td>
<td>4/26/2012</td>
<td>Foreign Substance</td>
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<td>Martha Milligan</td>
<td>Ms. Jose Walks</td>
<td>4/27/2012</td>
<td>Foreign Substance</td>
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<td>🝇</td>
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<td>C Me Push</td>
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<td>🝇</td>
<td>James Thomas Milligan</td>
<td>Sabatier</td>
<td>10/7/2010</td>
<td>Sore</td>
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<td>Martha Milligan</td>
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<td>5/27/2011</td>
<td>Scar Rule</td>
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<td>Martha Blackmon Milligan</td>
<td>Jose's Flamingo Dancer</td>
<td>5/25/2012</td>
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<td>Ms. Jose Walks</td>
<td>8/23/2013</td>
<td>Sore</td>
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<td>Ms. Jose Walks</td>
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<td>Foreign Substance</td>
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In re: J. W. "Dick" Peebles  
and  
Martha Blackmon-Milligan  
Respondents.  

There is reason to believe that the Respondents named herein have violated the Horse Protection Act, as amended and supplemented (15 U.S.C. §§ 1821 et seq.) (Act), and the regulations promulgated thereunder by the Secretary of Agriculture (9 C.F.R. §§ 11.1 et seq. (regulations). Therefore the Administrator, Animal and Plant Health Inspection Service (Complainant), pursuant to the rules of practice applicable to this proceeding (7 C.F.R. §§ 1.130 et seq.) (rules of practice) issues this complaint alleging the following:

1. Respondent J. W. "Dick" Peebles is an individual who resides in Tennessee. The Respondent's mailing address will not be provided in the complaint to protect his privacy, but will be provided to the Hearing Clerk's Office, United States Department of Agriculture, for the purpose of service of this complaint and future documents. At all times mentioned herein the Respondent J. W. "Dick" Peebles was the trainer of the horse known as "Jose's Night Train."
2. Respondent Martha "Sister" Blackmon-Milligan is an individual who resides in Florida. The Respondent's mailing address will not be provided in the complaint to protect her privacy, but will be provided to the Hearing Clerk's Office, United States Department of Agriculture, for the purpose of service of this complaint and future documents. At all times mentioned herein the Respondent Martha "Sister" Blackmon-Milligan was the owner of the horse known as "Jose's Night Train."

3. On or about April 26, 2013, Respondent J.W. "Dick" Peebles, showed or exhibited the horse known as "Jose's Night Train" as entry number 270 in class number 33, in the 15th Annual Gulf Coast Charity Trainer's Show held in Panama City, Florida.

4. On or about April 26, 2013, Respondent Martha "Sister" Blackmon-Milligan allowed the showing of the horse known as "Jose's Night Train" as entry number 270 in class number 33, in the 15th Annual Gulf Coast Charity Trainer's Show held in Panama City, Florida.

5. On or about April 26, 2013, Respondent Martha "Sister" Blackmon-Milligan showed or exhibited the horse known as "Jose's Night Train" as entry number 270 in class number 33, in the 15th Annual Gulf Coast Charity Trainer's Show held in Panama City, Florida.

II

1. On or about April 26, 2013, Respondent J.W. "Dick" Peebles violated section 5(2)(A) of the Act (15 U.S.C. § 1824(2)(A)) and 9 C.F.R. § 11.3, in that Respondent showed or exhibited the horse known as "Jose's Night Train" as entry number 270 in class number 33, in the 15th Annual Gulf Coast Charity Trainer's Show held in Panama City, Florida, while the horse was sore.
2. On or about April 26, 2013, Respondent Martha "Sister" Blackmon-Milligan violated section 5(2)(D) of the Act (15 U.S.C. § 1824(2)(D)) and 9 C.F.R. § 11.3, in that Respondent allowed the showing of the horse known as "Jose's Night Train" as entry number 270 in class number 33, in the 15th Annual Gulf Coast Charity Trainer’s Show held in Panama City, Florida, while the horse was sore.

3. On or about April 26, 2013, Respondent Martha "Sister" Blackmon-Milligan violated section 5(2)(A) of the Act (15 U.S.C. § 1824(2)(A)) and 9 C.F.R. § 11.3, in that Respondent showed or exhibited the horse known as "Jose's Night Train" as entry number 270 in class number 33, in the 15th Annual Gulf Coast Charity Trainer’s Show held in Panama City, Florida, while the horse was sore.

III

By reason of the facts alleged in paragraphs I and II of this complaint, there is reason to believe that the Respondents have violated the Act and the specified regulations promulgated thereunder.

WHEREFORE, this complaint shall be served upon the Respondents for the purpose of determining whether the Respondents have violated the Act and the regulations. Respondents shall have twenty (20) days after receipt of this complaint in which to file an Answer with the Hearing Clerk, Room 1031 - South Building, United States Department of Agriculture, 1400 Independence Avenue, SW, Washington, DC 20250-9200, in accordance with the Rules of Practice governing the proceedings under the Act (7 C.F.R. §§ 1.130 et seq.). Allegations not answered shall be deemed admitted for the purpose of this proceeding. Failure to file an answer will constitute an admission of all the material allegations in this complaint.
The Animal and Plant Health Inspection Service requests:

1. That unless the Respondents fail to file an answer within the time allowed, or file an answer admitting all the material allegations of this complaint, this proceeding be set for oral hearing in accordance with the Rules of Practice; and

2. That such order or orders be issued as are authorized by the Act and warranted under the circumstances including an order:

   (a) Assessing civil penalties against the Respondents in accordance with section 6(b) of the Act (15 U.S.C. §1825(b)); and

   (b) Disqualifying each Respondent for a specified period as provided in section 6(c) of the Act (15 U.S.C. §1825(c)) from (i) showing, exhibiting or entering any horse, or otherwise participating in any horse show or exhibition; and (ii) judging or managing any horse show, horse exhibition, horse sale or auction.

Done at Washington, D.C.
this 10th day of Dec., 2015

KEVIN SHEA
Administrator
Animal and Plant Health Inspection Service

DARLENE M. BOLINGER
Attorney for the Complainant
Marketing, Regulatory and Food Safety Programs Division
Room 2320, South Building, USDA, OGC
1400 Independence Ave., S.W.
Washington, D.C. 20250-1400
Telephone: (202) 720-2028
Fax: (202) 690-4322
Darlene.Bolinger@ogc.usda.gov
OFFICERS

Billy Young, President
Bill Cantrell, 1st VP
Jamie Hankins, 2nd VP

BOARD OF DIRECTORS

Terms Expires December 31, 2016

Edgar Abernathy
Ross Campbell
Jeff Green
Link Webb

Terms Expires December 31, 2017

Derek B. Bonner
Winky Groover
Laurie Toone

Terms Expires December 31, 2018

Wayne Dean
Herbert Derickson
Brandye Mills
Scott Beaty.

Trainer Of The Year
Charlie Green

Lifetime Achievement Award - Billy Gray
<table>
<thead>
<tr>
<th>F/HO</th>
<th>WHAT</th>
<th>CITY</th>
<th>ST</th>
<th>DISQUALIFIED</th>
<th>STARTING</th>
<th>ENDING</th>
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<td>MS</td>
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<td>05/09/2027</td>
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As of Dec. 1, 2010, liens have been filed against all of Mr. Holley's real estate and personal property.
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<td>11/13/2014</td>
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</table>

ce provided no further violations of HPA

of the 13 month disqualification period held in abeyance provided no violation of Order or HPA for 3 years

In abeyance provided no violation of Order or HPA for 3 years
This proceeding was instituted under the Horse Protection Act ("Act"), as amended (15 U.S.C. §§ 1821 et seq.), by a complaint filed by the Administrator, Animal and Plant Health Inspection Service, United States Department of Agriculture, alleging that the respondents violated the Act. This decision is entered pursuant to the consent decision provisions of the Rules of Practice applicable to this proceeding (7 C.F.R. § 1.138), and pertains only to respondent Patricia Kelly Sherman ("respondent Sherman").

Respondent Sherman admits the jurisdictional allegations in paragraph 1 of the complaint and specifically admits that the Secretary has jurisdiction in this matter, neither admits nor denies the remaining allegations, waives oral hearing and further procedure, and consents and agrees, for the purpose of settling this proceeding and for such purpose only, to the entry of this decision.

The complainant agrees to the entry of this decision.

Findings of Fact

1. Respondent Sherman is an individual whose mailing address is 8631 Cherry Hill Drive, Dallas, Texas 75243-7027.
2. On November 12, 2011, respondent Sherman entered the horse known as “He’s A Jazz Thing” as entry number 816 in class number 54, in the 2011 Delta Fall Classic at Tunica, Mississippi, for the purpose of showing or exhibiting the horse. At that time, respondent Sherman owned the horse known as “He’s A Jazz Thing”.

Conclusions

Respondent, having admitted the jurisdictional facts, and the parties, having agreed to the entry of this decision, such decision will be entered.

Order

1. Respondent Sherman is disqualified for a period of eight months from showing, exhibiting, or entering any horse, directly or indirectly through any agent, employee, or other device, and from judging, managing or otherwise participating in any horse show, horse exhibition, or horse sale or auction. “Participating” means engaging in any activity beyond that of a spectator, and includes, without limitation, transporting or arranging for the transportation of horses to or from equine events, personally giving instructions to exhibitors, being present in the warm-up or inspection areas, or in any area where spectators are not allowed, and financing the participation of others in equine events.

2. By signing this consent decision, respondent Sherman certifies that, as of September 1, 2013, she has not shown, exhibited, or entered any horse, directly or indirectly through any agent, employee, or other device, nor has she judged, managed or otherwise participated in any horse show, horse exhibition, or horse sale or auction. Accordingly, respondent Sherman’s
disqualification period began on September 1, 2013, and will terminate on May 1, 2014.

3. This order shall have the same effect as if entered after a full hearing. Copies of this decision shall be served upon the complainant and respondent Sherman. This order shall become effective on the first day after service of this decision on the respondent.

Patricia Kelly Sherman  
Respondent

Jack G. Heffington  
Attorney for Respondent

Susan C. Golabek  
Attorney for Complainant

Done at Washington, D.C.,  
this 12th day of DEC., 2013

Administrative Law Judge  
Jill S. Clifton
UNITED STATES DEPARTMENT OF AGRICULTURE
BEFORE THE SECRETARY OF AGRICULTURE

In re: ) HPA Docket Nos. 13-0231
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Findings of Fact

1. Respondent James Wayne Dean d/b/a Wayne Dean Stables is an individual whose mailing address is 3065 Old Columbia Road, Lewisburg, Tennessee 37091.

2. On or about August 29, 2009, James Wayne Dean d/b/a Wayne Dean Stables entered for the purpose of showing or exhibiting the horse known as “He’s Our Duramax”, entry number 846 in class number 76, at the 71st Annual Tennessee Walking Horse National Celebration in Shelbyville, Tennessee.

3. On or about August 29, 2009, James Wayne Dean d/b/a Wayne Dean Stables showed or exhibited the horse known as “He’s Our Duramax”, entry number 846 in class number 76, at the 71st Annual Tennessee Walking Horse National Celebration in Shelbyville, Tennessee.

4. On or about September 4, 2009, James Wayne Dean d/b/a Wayne Dean Stables entered the horse known as “He’s Our Duramax”, as entry number 846 in class number 156 for the purpose of showing or exhibiting the horse at the 71st annual Tennessee Walking Horse National Celebration in Shelbyville, Tennessee.

5. On or about August 28, 2009, James Wayne Dean d/b/a Wayne Dean Stables entered for the purpose of showing or exhibiting the horse known as “Dark’s Best”, entry number 856 in class number 52A, at the 71st Annual Tennessee Walking Horse National Celebration, Shelbyville, Tennessee.
6. On or about September 2, 2009, James Wayne Dean dba Wayne Dean Stables entered for the purpose of showing or exhibiting the horse known as “Available Stock, entry number 848 in class number 128, at the 71st Annual Tennessee Walking Horse National Celebration, Shelbyville, Tennessee.

7. On or about September 2, 2009, James Wayne Dean dba Wayne Dean Stables showed or exhibited the horse known as “Available Stock, entry number 848 in class number 128, at the 71st Annual Tennessee Walking Horse National Celebration, Shelbyville, Tennessee.

8. On or about July 21, 2012, James Wayne Dean dba Wayne Dean Stables entered for the purpose of showing or exhibiting the horse known as “Frankie Blue Eyes” as entry number 342 in class number 14, at the Parker’s Crossroads Walking Horse Show in Parkers Crossroads, Tennessee.

Conclusions

Respondent James Wayne Dean dba Wayne Dean Stables having admitted the jurisdictional facts and the parties having agreed to the entry of this decision, such decision will be entered.

Order

1. Respondent James Wayne Dean dba Wayne Dean Stables is disqualified for a period of two years from the effective date of this Order, from showing, exhibiting, or entering any horse, directly or indirectly through any agent, employee, or other device, and from judging, managing, or otherwise participating in any horse show, horse exhibition, or horse sale or
auction. "Participating" means engaging in any activity beyond that of a spectator, and includes, without limitation, transporting or arranging for the transportation of horses to or from equine events, personally giving instructions to exhibitors, being present in the warm-up or inspection areas, or in any area where spectators are not allowed, and financing the participation of others in equine events.

2. Respondent James Wayne Dean dba Wayne Dean Stables is assessed a civil penalty of three thousand and five hundred dollars ($3,500.00). All of the civil penalty except one thousand and one hundred dollars ($1,100.00) shall be held in abeyance provided that Respondent James Wayne Dean dba Wayne Dean Stables shall not violate any provisions of this Order or any provisions of the Act for a period of three years from the date of service of this Order on respondent. If respondent fails to comply with any terms of this Consent Decision or engages in any future violations of the Act, the portion of the civil penalty held in abeyance shall be immediately due and payable from the date the respondent is provided notice of the failure to comply with the terms of the Consent Decision or the violation of the Act. If respondent fully complies with the terms of this Consent Decision and the provisions of the Act for a period of three years from the date of service of this Order on the respondent, at the end of the three year period the portion of the civil penalty held in abeyance will be dispensed with and will no longer be due and payable. The part of the civil penalty not held in abeyance shall be immediately due and payable. Jurisdiction is retained for the limited purpose of enforcement of this paragraph. This Consent Decision, however, will not limit the penalties for any future violations of the Act.
This order shall have the same effect as if entered after a full hearing and shall become effective upon issuance on the respondent.

Copies of this decision shall be served upon the parties.

JAMES WAYNE DEAN dba WAYNE DEAN STABLES
Respondent

THOMAS B. KAKASSY
Attorney for Respondent

DARLENE M. BOLINGER
Attorney for Complainant

Done at Washington, D.C. this 23 day of January, 2014

JILL S. CLIFTON
Administrative Law Judge
In re:
Bill Gray,
UNITED STATES DEPARTMENT OF AGRICULTURE
BEFORE THE SECRETARY OF AGRICULTURE
Respondent.

HPA Docket No. 13-0297
Consent Decision and Order

Consent Decision and Order as to Bill Gray

This proceeding was instituted under the Horse Protection Act ("Act"), as amended (15 U.S.C. §§ 1821-1831), by a complaint filed by the Administrator, Animal and Plant Health Inspection Service, United States Department of Agriculture, alleging that the respondent violated the Act. This decision is entered pursuant to the consent decision provisions of the Rules of Practice applicable to this proceeding (7 C.F.R. § 1.138).

Respondent Bill Gray admits the jurisdictional allegations as set forth herein and specifically admits that the Secretary has jurisdiction in this matter, neither admits nor denies the remaining allegations, waives oral hearing and further procedure, and consents and agrees, for the purpose of settling this proceeding and for such purpose only, to the entry of this decision.

The complainant agrees to the entry of this decision.

Conclusions

1. Respondent Bill Gray is an individual whose mailing address is 3122 Highway 231 North, Shelbyville, Tennessee 37160.
2. On or about August 27, 2011, respondent Bill Gray entered for the purpose of showing or exhibiting the horse known as "Be Bopper" as entry number 332 in class number 77, at the 73rd Annual Tennessee Walking Horse National Celebration in Shelbyville, Tennessee.

Respondent Bill Gray having admitted the jurisdictional facts and the parties having agreed to the entry of this decision, such decision will be entered.

Order

1. Respondent Bill Gray is disqualified for four (4) years from showing, exhibiting, or entering any horse, directly or indirectly through any agent, employee, or other device, and from judging, managing or otherwise participating in any horse show, horse exhibition, or horse sale or auction. "Participating" means engaging in any activity beyond that of a spectator, and includes, without limitation, transporting or arranging for the transportation of horses to or from equine events, personally giving instructions to exhibitors, being present in the warm-up or inspection areas, or in any area where spectators are not allowed, and financing the participation of others in equine events.

2. Respondent Bill Gray is assessed a civil penalty of $2,200.

This order shall have the same effect as if entered after a full hearing and shall become effective upon issuance on the respondent Bill Gray.
Copies of this decision shall be served upon the parties.

Bill Gray  
Respondent

Alicia N. Napier  
Attorney for Respondent

Frank Martin, Jr.  
Attorney for Complainant

Done at Washington, D.C.  
this 14} day of JAN, 2017

Administrative Law Judge
Jill S. Clifton

AGENDA ITEM # 6
### USDA HORSE PROTECTION ACT
#### FEDERAL DISQUALIFICATION AND CIVIL PENALTY LIST
(As of July 17, 2014)

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As of December 1, 2016, liens have been filed against all of Mr. Holley's real estate and personal property.

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<td>01/06/2018</td>
<td>01/07/2013</td>
<td></td>
</tr>
<tr>
<td>13-0035</td>
<td>Brice Edwin &quot;Eddie&quot; Baucom</td>
<td>Consent Decision and Order</td>
<td>Monroe</td>
<td>NC</td>
<td>5 years</td>
<td>12/31/2017</td>
<td>01/01/2013</td>
<td></td>
</tr>
<tr>
<td>13-0269</td>
<td>Jimmy Lightfoot</td>
<td>Consent Decision and Order</td>
<td>Bowling Green</td>
<td>KY</td>
<td>1 year</td>
<td>07/22/2014</td>
<td>07/23/2013</td>
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<tr>
<td>13-0022</td>
<td>Michael Chiappari</td>
<td>Consent Decision and Order</td>
<td>Santa Rosa</td>
<td>CA</td>
<td>3 years</td>
<td>12/01/2016</td>
<td>12/02/2013</td>
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</tr>
<tr>
<td>13-0229</td>
<td>Randy T. Young</td>
<td>Consent Decision and Order</td>
<td>Sparta</td>
<td>TN</td>
<td>8 months</td>
<td>08/03/2014</td>
<td>12/04/2013</td>
<td>$1,100.00</td>
</tr>
<tr>
<td>13-0287</td>
<td>Larry D. George</td>
<td>Consent Decision and Order</td>
<td>Shelbyville</td>
<td>TN</td>
<td>12 months</td>
<td>08/31/2014</td>
<td>09/01/2013</td>
<td>$2,200.00</td>
</tr>
<tr>
<td>13-0246</td>
<td>Brandy L. Mills</td>
<td>Consent Decision and Order</td>
<td>Richmond</td>
<td>KY</td>
<td>1 year</td>
<td>11/18/2014</td>
<td>11/19/2013</td>
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</tr>
</tbody>
</table>

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**AGENDA ITEM #**
## USDA HORSE PROTECTION ACT
### FEDERAL DISQUALIFICATION AND CIVIL PENALTY LIST
(As of July 17, 2014)

<table>
<thead>
<tr>
<th>CASE</th>
<th>WHO</th>
<th>WHAT</th>
<th>CITY</th>
<th>ST</th>
<th>DISQUALIFIED</th>
<th>STARTING</th>
<th>ENDING</th>
<th>PENALTIES</th>
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<tbody>
<tr>
<td>13-0369</td>
<td>Robert Jones</td>
<td>Consent Decision and Order</td>
<td>Memphis</td>
<td>TN</td>
<td>1 year</td>
<td>01/03/2014</td>
<td>01/02/2015</td>
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<tr>
<td>13-0297</td>
<td>Bill Gray</td>
<td>Consent Decision and Order</td>
<td>Shelbyville</td>
<td>TN</td>
<td>4 years</td>
<td>01/14/2014</td>
<td>01/13/2018</td>
<td>$2,200.00</td>
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<tr>
<td>0057,</td>
<td>Mark West</td>
<td>Consent Decision and Order</td>
<td>Manchester</td>
<td>TN</td>
<td>2 years</td>
<td>03/11/2014</td>
<td>03/10/2016</td>
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<tr>
<td>12-0613</td>
<td>O&amp;W Moody, Ltd. Co.</td>
<td>Consent Decision and Order</td>
<td>Batesville</td>
<td>AR</td>
<td>14 months</td>
<td>02/14/2014</td>
<td>04/13/2015</td>
<td>$2,200.00</td>
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<tr>
<td>12-0618</td>
<td>Wilene Moody</td>
<td>Consent Decision and Order</td>
<td>Delaware</td>
<td>OH</td>
<td>14 months</td>
<td>02/14/2014</td>
<td>04/13/2015</td>
<td>$2,200.00</td>
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<tr>
<td>0231,</td>
<td>Sandra L. Ultimate-Tyson</td>
<td>Consent Decision and Order</td>
<td>Lewisburg</td>
<td>TN</td>
<td>2 years</td>
<td>01/27/2014</td>
<td>01/26/2016</td>
<td>$3,500****</td>
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<tr>
<td>13-0299</td>
<td>Richard Evans</td>
<td>Consent Decision and Order</td>
<td>Mt. Sterling</td>
<td>KY</td>
<td>8 months</td>
<td>03/14/2014</td>
<td>11/13/2014</td>
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<td>13-0345</td>
<td>McClellan Benham</td>
<td>Consent Decision and Order</td>
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<td>TN</td>
<td>6 months</td>
<td>02/21/2014</td>
<td>08/20/2014</td>
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<tr>
<td>13-0349</td>
<td>William Beard</td>
<td>Consent Decision and Order</td>
<td>Wartrace</td>
<td>TN</td>
<td>8 months</td>
<td>05/12/2014</td>
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<tr>
<td>14-0013</td>
<td>Nancy Groover</td>
<td>Consent Decision and Order</td>
<td>Waco</td>
<td>TX</td>
<td>8 months</td>
<td>05/02/2014</td>
<td>01/01/2015</td>
<td>$1,000.00</td>
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<tr>
<td>13-0026</td>
<td>Kemp Martin</td>
<td>Consent Decision and Order</td>
<td>Owenton</td>
<td>KY</td>
<td>1 year</td>
<td>05/19/2014</td>
<td>05/18/2015</td>
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<tr>
<td>13-0025</td>
<td>William Ford</td>
<td>Consent Decision and Order</td>
<td>Owenton</td>
<td>KY</td>
<td>1 year</td>
<td>05/19/2014</td>
<td>05/18/2015</td>
<td></td>
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</table>
Gulf Coast Charity
(Single HPS Points Show)

Location: Panama City Beach, Florida
Date: April 24-26, 2014
Judge(s): Sonny Holt

All of our show results are interactive. By clicking on an owner, rider, or horse name below, or a judge name above, the web site will show you all of the classes that your selection participated in.

Horses below in RED are missing their pedigree information. To have this information included in our databases, please contact us.

MODEL
HPS Category: Model

1 RITZ ENTOURAGE
RIDER: Beverly Lamp
OWNER: Keith/Lorraine Rosbury

VIEW OUR AD: RITZ ENTOURAGE
SIRED BY: HES PUTTIN ON THE RITZ

COUNTRY PLEASURE ENG/WES ADULT
HPS Category: Country Pleasure

1 DESIGNER CHAMPAGNE
RIDER: Kimberly Coult
OWNER: Forest Shadow Walkers & Kimberly Coult

VIEW OUR AD: DESIGNER CHAMPAGNE
SIRED BY: HES PUTTIN ON THE RITZ

2 IM MANHATTEN
RIDER: Tamara Hader
OWNER: Tamara Hader

3 KEEP THE ROSES
RIDER: Sophia Borg Crosby
OWNER: Blackwater Stables

TWO YEAR OLD AMATEUR STALLIONS
HPS Category: Amateur Two Year Old

1 THIS IS JAZZ
RIDER: Lisa Baum
OWNER: Lisa Baum

VIEW OUR AD: THIS IS JAZZ
SIRED BY: JAZZ KING

2 USHER
RIDER: Ruth Logsdon
OWNER: Ronnie/Ruth Logsdon

3 WINWOODS CURIOSITY
RIDER: Trista Brown
OWNER: Ed Windemuller

**4. STYLE MASTER**  
Sired by: Master of Jazz  

**GARY MATTHEWS MOTORS LITE SHOD OPEN SPECIALTY/WHTA 2014**

**RIDERS CUP**  
HPS Category: Lite Shod  

<table>
<thead>
<tr>
<th>PL</th>
<th>HORSE</th>
<th>RIDER</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>A MOUNTAIN JAZZ</td>
<td>Patrick Thomas</td>
<td>Jim/Debbie Nichols</td>
</tr>
<tr>
<td>2</td>
<td>REV'S FLASHBACK</td>
<td>Jeff Laughlin</td>
<td>Joe Laughlin</td>
</tr>
<tr>
<td>3</td>
<td>DOUBLE SHOT OF CASH</td>
<td>Laurie Toone</td>
<td>Tamara Hader</td>
</tr>
</tbody>
</table>

**SIRED BY: MASTER OF JAZZ**

**TWO YEAR OLD MARES/GELDINGS AMATEUR**  
HPS Category: Amateur Two Year Old  

<table>
<thead>
<tr>
<th>PL</th>
<th>HORSE</th>
<th>RIDER</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>SHES A WHITE DIAMOND</td>
<td>Rhonda Major</td>
<td>Warr/Major</td>
</tr>
<tr>
<td>2</td>
<td>THE DIXIE SKY</td>
<td>Sister Milligan</td>
<td>Tommy/Sister Milligan</td>
</tr>
</tbody>
</table>

**SIRED BY: LINED WITH CASH**

**AMATEUR/AMATEUR SPECIALTY**  
HPS Category: Amateur Specialty  

<table>
<thead>
<tr>
<th>PL</th>
<th>HORSE</th>
<th>RIDER</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>A PRIVATE BENJAMIN</td>
<td>Detha Yoder/Rbin</td>
<td>Dee Broom Yoder</td>
</tr>
<tr>
<td></td>
<td></td>
<td>MacDonald</td>
<td></td>
</tr>
</tbody>
</table>

**VIEW OUR AD: A PRIVATE BENJAMIN**

| 2  | WALK ON COMMAND          | Jean Baum/Karen Baum | Jean Baum                   |
|    |                           | LARue McWaters/Bart | LaRue McWaters              |
| 3  | GENERALS MAIN LADY        | LARue McWaters     |                              |

**TRAIL PLEASURE FOUR & UNDER ENG/WES SPECIALTY/WHTA 2014**

**RIDERS CUP**  
HPS Category: Four & Under Trail Pleasure  

<table>
<thead>
<tr>
<th>PL</th>
<th>HORSE</th>
<th>RIDER</th>
<th>OWNER</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>HONEY BADGER</td>
<td>Hannah Pulvers</td>
<td>Lily Catherine Holland</td>
</tr>
</tbody>
</table>

**VIEW OUR AD: HONEY BADGER**

| 2  | CAZADORES              | Mackenzie Morgan| Tamara Hader                 |
|    |                         |                 |                              |
| 3  | MY BLACK CADILLAC      | Laurie Toone    | Allison Thorson              |
### OPEN AMATEUR (CANTER)
HPS Category: Amateur (Canter)

<table>
<thead>
<tr>
<th>PL</th>
<th>HORSE</th>
<th>RIDER</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>LORD STANLEY</td>
<td>Allison Thorson</td>
<td>Thorsport Inc</td>
</tr>
<tr>
<td>2</td>
<td>FORTY NINER</td>
<td>Rose Anstett</td>
<td>Larry/Rose Anstett</td>
</tr>
</tbody>
</table>

### THREE YEAR OLD AMATEUR STALLIONS
HPS Category: Amateur Three Year Old

<table>
<thead>
<tr>
<th>PL</th>
<th>HORSE</th>
<th>RIDER</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>PAROLED FROM HARDTIME</td>
<td>Sister Milligan</td>
<td>Tommy/Sister Milligan</td>
</tr>
<tr>
<td>2</td>
<td>BRUBAKER</td>
<td>Laura Cochran</td>
<td>Tim/Laura Cochran</td>
</tr>
</tbody>
</table>

### COUNTRY PLEASURE YOUTH
HPS Category: Youth Country Pleasure

<table>
<thead>
<tr>
<th>PL</th>
<th>HORSE</th>
<th>RIDER</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>LOOK IT UP</td>
<td>Laci Mathews</td>
<td>Laci Mathews</td>
</tr>
</tbody>
</table>

### AMATEUR 50 & OVER SPECIALTY
HPS Category: Amateur 50 & Over

<table>
<thead>
<tr>
<th>PL</th>
<th>HORSE</th>
<th>RIDER</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>DOLLARS BRIGHT STAR</td>
<td>Jannie Chapman</td>
<td>Jannie Chapman</td>
</tr>
<tr>
<td>2</td>
<td>C EST LA VIE</td>
<td>LaRue McWaters</td>
<td>LaRue McWaters</td>
</tr>
</tbody>
</table>
SIRED BY: A STRONG DOLLAR
3 BEAU JAZZ
VIEW OUR AD: BEAU JAZZ
4 PUSHERS REDEMPTION

ADULT AMATEUR PONY SPECIALTY
HPS Category: Adult Walking Pony

<table>
<thead>
<tr>
<th>PL</th>
<th>HORSE</th>
<th>Rider</th>
<th>Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>ROLL THE GOLD</td>
<td>Allison Thorson</td>
<td>Thorsport Inc</td>
</tr>
</tbody>
</table>

SIRED BY: JOSE JOSE
2 MORE HORSEPOWER
SIRED BY: MAIN POWER
3 INCEPTION
4 KINGDOM
SIRED BY: JAZZ KING

TAMARA HADER PARK PLEASURE OPEN SPECIALTY/WHTA 2014
RIDERS CUP
HPS Category: Plantation/Park Pleasure

<table>
<thead>
<tr>
<th>PL</th>
<th>HORSE</th>
<th>Rider</th>
<th>Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>LINED UP AT THE RITZ</td>
<td>Patrick Thomas</td>
<td>Rowan/Nichols</td>
</tr>
</tbody>
</table>

SIRED BY: LINED WITH CASH
2 PRINCE JOSE
VIEW OUR AD: PRINCE JOSE
3 PETAL PUSHIN JAZZ

THREE YEAR OLD AMATEUR MARES/GELDINGS
HPS Category: Amateur Three Year Old

<table>
<thead>
<tr>
<th>PL</th>
<th>HORSE</th>
<th>Rider</th>
<th>Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>THE PHENOM</td>
<td>Robin MacDonald</td>
<td>Bruce/Robin MacDonald</td>
</tr>
</tbody>
</table>

VIEW OUR AD: THE PHENOM
2 HES BEAR BRYANT
SIRED BY: THE COACH
3 LAST DATE

**Sired By: Master of Jazz**

**Gary Mathews Motors Western Lite Shod Open**

**Specialty/WHTA 2014 Riders Cup**

HPS Category: Western Lite Shod

<table>
<thead>
<tr>
<th>PL</th>
<th>Horse</th>
<th>Rider</th>
<th>Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Lucky Daze</td>
<td>Patrick Thomas</td>
<td>Lisa Shockey Kessel</td>
</tr>
<tr>
<td>2</td>
<td>Revs Flashback</td>
<td>Jeff Laughlin</td>
<td>Joe Laughlin</td>
</tr>
<tr>
<td>3</td>
<td>Paint Pushers Jack Frost</td>
<td>Keegan Meadows</td>
<td>Susannah Borg</td>
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</table>

**Amateur Four Year Old Mares/Geldings**

HPS Category: Amateur Four Year Old

<table>
<thead>
<tr>
<th>PL</th>
<th>Horse</th>
<th>Rider</th>
<th>Owner</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Dr Dr Give Me the News</td>
<td>Dr Jim Baum</td>
<td>Lisa Baum</td>
</tr>
<tr>
<td>2</td>
<td>Im Steely Dan</td>
<td>Jennifer Lee</td>
<td>Fred/Diann Brown</td>
</tr>
<tr>
<td>3</td>
<td>Amplified</td>
<td>Rhonda Major</td>
<td>Warr/Major</td>
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**15.2 & Over Five Years & Over Open Specialty/WHTA 2014 Riders Cup**

HPS Category: Open Specialty

<table>
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<tr>
<th>PL</th>
<th>Horse</th>
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<th>Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Master of Bourbon Street</td>
<td>Justin Harris</td>
<td>Bruce/Robin MacDonald</td>
</tr>
<tr>
<td>2</td>
<td>Nine Dangerous Yards</td>
<td>Jack Way</td>
<td>Way/Way</td>
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</table>

**Country Pleasure Four & Under Amateur**

HPS Category: Four & Under Country Pleasure

<table>
<thead>
<tr>
<th>PL</th>
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<th>Owner</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Parole Patrol</td>
<td>Mackenzie Morgan</td>
<td>Laurale Lowery</td>
</tr>
<tr>
<td>2</td>
<td>Baythoven</td>
<td>Lisa Baum</td>
<td>Lisa Baum</td>
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### AMATEUR GENTLEMEN SPECIALTY

HPS Category: Amateur Specialty

<table>
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<th>OWNER</th>
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<tbody>
<tr>
<td>1</td>
<td>BONJOUR</td>
<td>Bart McWaters</td>
<td>LaRue McWaters</td>
</tr>
<tr>
<td></td>
<td>SIRED BY: HES PUTTIN ON THE RITZ</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>THREAT ON PAROLE B</td>
<td>Bill Broom</td>
<td>Bill Broom</td>
</tr>
<tr>
<td></td>
<td>SIRED BY: OUT ON PAROLE</td>
<td></td>
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<tr>
<td>3</td>
<td>INTENSITY</td>
<td>Howard Eastridge</td>
<td>M/M Howard Eastridge</td>
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<td>SIRED BY: THE TITLEIST</td>
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### PARK PERFORMANCE AMATEUR SPECIALTY

HPS Category: Amateur Park Performance

<table>
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<tbody>
<tr>
<td>1</td>
<td>TIME FOR CASH</td>
<td>Trista Brown</td>
<td>Way/Way</td>
</tr>
<tr>
<td></td>
<td>SIRED BY: THE WHOLE NINE YARDS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>HES TOP PRIORITY</td>
<td>Sophia Borg Crosby</td>
<td>Sophia Borg Crosby</td>
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<tr>
<td></td>
<td>SIRED BY: THE WHOLE NINE YARDS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>SWEEPSTAKES GYPSY LADY</td>
<td>Jeannae Patterson</td>
<td>Jeannae Patterson</td>
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### SHOW PLEASURE AMATEUR SPECIALTY

HPS Category: Amateur Show Pleasure

<table>
<thead>
<tr>
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<th>OWNER</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>I AM THE ROCK JR</td>
<td>Jannie Chapman</td>
<td>Jannie Chapman</td>
</tr>
<tr>
<td></td>
<td>VIEW OUR AD: I AM THE ROCK JR</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>SIRED BY: JOSE JOSE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>SANTANAS RENAISSANCE MAN</td>
<td>Allison Thorson</td>
<td>Allison Thorson</td>
</tr>
<tr>
<td></td>
<td>SIRED BY: GENERATORS SANTANA</td>
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### AMATEUR FOUR YEAR OLD STALLIONS SPECIALTY

HPS Category: Amateur Four Year Old

<table>
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<th>RIDER</th>
<th>OWNER</th>
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<tbody>
<tr>
<td>1</td>
<td>GRETZKY</td>
<td>Allison Thorson</td>
<td>Thorsport Inc</td>
</tr>
<tr>
<td></td>
<td>VIEW OUR AD: GRETZKY</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>SIRED BY: LINED WITH CASH</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>RITZY WOMANS MAN</td>
<td>Bart McWaters</td>
<td>LaRue McWaters</td>
</tr>
<tr>
<td></td>
<td>SIRED BY: HES PUTTIN ON THE RITZ</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>JUST WATCH AND LEARN</td>
<td>Howard Eastridge</td>
<td>M/M Howard Eastridge</td>
</tr>
</tbody>
</table>
### AMATEUR MARES/GELDINGS SPECIALTY
HPS Category: Amateur Specialty

<table>
<thead>
<tr>
<th>PL HORSE</th>
<th>RIDER</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 A BIT OF CHANGE</td>
<td>Dee Broom Yoder</td>
<td>Dee Broom Yoder</td>
</tr>
</tbody>
</table>

**SIRED BY:** THE SKYWATCH

<table>
<thead>
<tr>
<th>PL HORSE</th>
<th>RIDER</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 SHEZA HOLE IN ONE</td>
<td>Ruth Logsdon</td>
<td>Ronnie/Ruth Logsdon</td>
</tr>
</tbody>
</table>

**SIRED BY:** GENERATORS SILVER DOLLAR

<table>
<thead>
<tr>
<th>PL HORSE</th>
<th>RIDER</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 A MOUNTAIN JAZZ</td>
<td>Jim Nichols</td>
<td>Jim/Debbie Nichols</td>
</tr>
</tbody>
</table>

**SIRED BY:** THE TITLEIST

### MARES/GELDINGS YOUTH 11 & UNDER
HPS Category: Youth 11 & Under

<table>
<thead>
<tr>
<th>PL HORSE</th>
<th>RIDER</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 COMMAND AT SUNRISE</td>
<td>Elaina Fisher</td>
<td>Fisher/Way</td>
</tr>
</tbody>
</table>

### LITE SHOD AMATEUR SPECIALTY
HPS Category: Amateur Lite Shod

<table>
<thead>
<tr>
<th>PL HORSE</th>
<th>RIDER</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 A MOUNTAIN JAZZ</td>
<td>Jim Nichols</td>
<td>Jim/Debbie Nichols</td>
</tr>
</tbody>
</table>

**SIRED BY:** LINED WITH CASH

<table>
<thead>
<tr>
<th>PL HORSE</th>
<th>RIDER</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 LUCKY DAZE</td>
<td>Lisa Shockey Kessel</td>
<td>Lisa Shockey Kessel</td>
</tr>
</tbody>
</table>

**SIRED BY:** GENERATORS SHOWBOAT

<table>
<thead>
<tr>
<th>PL HORSE</th>
<th>RIDER</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 REV'S FLASHBACK</td>
<td>Kerri Laughlin</td>
<td>Joe Laughlin</td>
</tr>
</tbody>
</table>

### AMATEUR LADIES SPECIALTY
HPS Category: Amateur Ladies

<table>
<thead>
<tr>
<th>PL HORSE</th>
<th>RIDER</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 MORE HORSEPOWER</td>
<td>Jannie Chapman</td>
<td>Bill/Jannie Chapman</td>
</tr>
</tbody>
</table>

**SIRED BY:** MAIN POWER

<table>
<thead>
<tr>
<th>PL HORSE</th>
<th>RIDER</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 A PRIVATE BENJAMIN</td>
<td>Dee Broom Yoder</td>
<td>Dee Broom Yoder</td>
</tr>
</tbody>
</table>

**VIEW OUR AD:** A PRIVATE BENJAMIN

<table>
<thead>
<tr>
<th>PL HORSE</th>
<th>RIDER</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 A SHOWDOWN</td>
<td>Trista Brown</td>
<td>Double B Farm/Ben Beard</td>
</tr>
</tbody>
</table>

**SIRED BY:** GENERATORS SHOWBOAT

### TAMARA HADER PARK PLEASURE WESTERN SPECIALTY/WHTA 2014 RIDERS CUP
HPS Category: Western Plantation/Park Pleasure

<table>
<thead>
<tr>
<th>PL HORSE</th>
<th>RIDER</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 MORE HORSEPOWER</td>
<td>Jannie Chapman</td>
<td>Bill/Jannie Chapman</td>
</tr>
</tbody>
</table>

**SIRED BY:** MAIN POWER

<table>
<thead>
<tr>
<th>PL HORSE</th>
<th>RIDER</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 A PRIVATE BENJAMIN</td>
<td>Dee Broom Yoder</td>
<td>Dee Broom Yoder</td>
</tr>
</tbody>
</table>

**VIEW OUR AD:** A PRIVATE BENJAMIN

<table>
<thead>
<tr>
<th>PL HORSE</th>
<th>RIDER</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 A SHOWDOWN</td>
<td>Trista Brown</td>
<td>Double B Farm/Ben Beard</td>
</tr>
</tbody>
</table>

**SIRED BY:** GENERATORS SHOWBOAT

QUALITY EXTERIOR THREE YEAR OLD STALLIONS/WHTA 2014 RIDERS CUP
HPS Category: Open Three Year Old

<table>
<thead>
<tr>
<th>NO</th>
<th>HORSE</th>
<th>RIDER</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>PETAL PUSHIN JAZZ</td>
<td>Jeff Laughlin</td>
<td>Jannie Chapman</td>
</tr>
<tr>
<td>2</td>
<td>COLD HEARTED</td>
<td>Laurie Toone</td>
<td>Doug Toone</td>
</tr>
<tr>
<td>3</td>
<td>STONE COLD BANDIT</td>
<td>Patrick Thomas</td>
<td>Scott/Kim Leonard</td>
</tr>
</tbody>
</table>

SIRED BY: JOSE JOSE

SIRED BY: THE SILVER BANDIT

YEARLING FILLIES OPEN
HPS Category: Open Walking Yearling

<table>
<thead>
<tr>
<th>NO</th>
<th>HORSE</th>
<th>RIDER</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>A TOUCHE</td>
<td>Bobby Hugh</td>
<td>Jannie Chapman</td>
</tr>
</tbody>
</table>

SIRED BY: JOSE JOSE

VIEW OUR AD: HEY PRETTY GIRL

SIRED BY: BLACK DIAMOND RITZ

<table>
<thead>
<tr>
<th>NO</th>
<th>HORSE</th>
<th>RIDER</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>GOOD DEAL GONE BAD</td>
<td>Kelly Richards</td>
<td>Bobby Joe Jones</td>
</tr>
<tr>
<td>3</td>
<td>MOTO MOTO</td>
<td>Hunter Fikes</td>
<td>Michelle Cranford</td>
</tr>
</tbody>
</table>

SIRED BY: OUTTA LINE

THE MOLLY WALTERS FAMILY FOUR YEAR OLD MARES/GELDINGS SPECIALTY/WHTA 2014 RIDERS CUP
HPS Category: Open Four Year Old

<table>
<thead>
<tr>
<th>NO</th>
<th>HORSE</th>
<th>RIDER</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>IM STEELY DAN</td>
<td>Charlie Green</td>
<td>Fred/Diann Brown</td>
</tr>
</tbody>
</table>

SIRED BY: MASTER OF JAZZ

<table>
<thead>
<tr>
<th>NO</th>
<th>HORSE</th>
<th>RIDER</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>RODEO DRIVE</td>
<td>Bobby Hugh</td>
<td>Dr Jack Kwok</td>
</tr>
<tr>
<td>3</td>
<td>AMPLIFIED</td>
<td>Bill Cantrell</td>
<td>Warr/Major</td>
</tr>
</tbody>
</table>

SIRED BY: AMPLE CASH

PARK PLEASURE AMATEUR SPECIALTY
HPS Category: Amateur Plantation/Park Pleasure
<table>
<thead>
<tr>
<th>PL</th>
<th>HORSE</th>
<th>RIDER</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>LINED UP AT THE RITZ</td>
<td>Jim Nichols</td>
<td>Rowan/Nichols</td>
</tr>
<tr>
<td>2</td>
<td>PRINCE JOSE</td>
<td>Jeannae Patterson</td>
<td>Jeannae Patterson</td>
</tr>
<tr>
<td>3</td>
<td>PETAL PUSHIN JAZZ</td>
<td>Jannie Chapman</td>
<td>Jannie Chapman</td>
</tr>
</tbody>
</table>

**MARES/GELDINGS YOUTH 12-17**  
HPS Category: Youth 17 & Under

<table>
<thead>
<tr>
<th>PL</th>
<th>HORSE</th>
<th>RIDER</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>IM SKY KING</td>
<td>Tyra Brown</td>
<td>Raymond/Jane Stiles</td>
</tr>
<tr>
<td>2</td>
<td>STEMWINDER</td>
<td>Koston McWaters</td>
<td>LaRue McWaters</td>
</tr>
<tr>
<td>3</td>
<td>BUSTINS BALLERINA</td>
<td>Jacquelyn Lovell</td>
<td>James L. Lovell</td>
</tr>
</tbody>
</table>

**TRAIL PLEASURE ENG/WES AMATEUR SPECIALTY**  
HPS Category: Trail Pleasure

<table>
<thead>
<tr>
<th>PL</th>
<th>HORSE</th>
<th>RIDER</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>BEL AIR</td>
<td>Kathy Anderson</td>
<td>Kathy Anderson</td>
</tr>
<tr>
<td>2</td>
<td>FANTASTIC MISS</td>
<td>Sophia Borg Crosby</td>
<td>Judy Raad</td>
</tr>
</tbody>
</table>

**SHOW PLEASURE YOUTH SPECIALTY**  
HPS Category: Youth Show Pleasure

<table>
<thead>
<tr>
<th>PL</th>
<th>HORSE</th>
<th>RIDER</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>IN A DANGER ZONE</td>
<td>Svanah Martin</td>
<td>Kelly Martin</td>
</tr>
</tbody>
</table>

**AMATEUR FIVE YEAR OLD MARES/GELDINGS SPECIALTY**  
HPS Category: Amateur Five Year Old

<table>
<thead>
<tr>
<th>PL</th>
<th>HORSE</th>
<th>RIDER</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>MASTER OF BOURBON STREET</td>
<td>Robin MacDonald</td>
<td>Bruce/Robin MacDonald</td>
</tr>
</tbody>
</table>

### Open Yearling Colts

**HPS Category:** Open Walking Yearling

<table>
<thead>
<tr>
<th>Horse</th>
<th>Rider</th>
<th>Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>I AM GQ</td>
<td>Roger Richards Jr</td>
<td>Bobby Joe Jones</td>
</tr>
<tr>
<td>View Our Ad: I AM GQ</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sired By: Jose Jose</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Change The Stars</td>
<td>Keegan Meadows</td>
<td>Judy Raad</td>
</tr>
<tr>
<td>Sired By: Jose Jose</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Amateurs 15.2 & Under Stallion Specialty

**HPS Category:** Amateur 15.2 & Under Walking Horses

<table>
<thead>
<tr>
<th>Horse</th>
<th>Rider</th>
<th>Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Knock Em Ted</td>
<td>Jannie Chapman</td>
<td>Bill/Jannie Chapman</td>
</tr>
<tr>
<td>View Our Ad: Knock Em Ted</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sired By: Ted Williams</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Threat On Parole B</td>
<td>Bill Broom</td>
<td>Bill Broom</td>
</tr>
<tr>
<td>Sired By: Out On Parole</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Simply Jose</td>
<td>LaRue McWaters</td>
<td>LaRue McWaters</td>
</tr>
<tr>
<td>Sired By: Jose Jose</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hes Fred Astaire</td>
<td>Mark Ellis</td>
<td>Cantrell/Ellis</td>
</tr>
</tbody>
</table>

### Trail Pleasure Youth Specialty

**HPS Category:** Youth Trail Pleasure

<table>
<thead>
<tr>
<th>Horse</th>
<th>Rider</th>
<th>Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Honey Badger</td>
<td>Lily Catherine Holland</td>
<td>Lily Catherine Holland</td>
</tr>
<tr>
<td>View Our Ad: Honey Badger</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sired By: Jose Jose</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dark Picture Show</td>
<td>Jada Cassidy</td>
<td>Lloyd Cassidy</td>
</tr>
<tr>
<td>View Our Ad: Dark Picture Show</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A Major Gold Strike</td>
<td>Jesse Odell</td>
<td>Doris Penick</td>
</tr>
</tbody>
</table>

### 15.2 & Under Amateur Mares/Geldings Specialty

**HPS Category:** Amateur 15.2 & Under Walking Horses

<table>
<thead>
<tr>
<th>Horse</th>
<th>Rider</th>
<th>Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Always in Style</td>
<td>Nora Alexander</td>
<td>Harbert/Nora Alexander</td>
</tr>
<tr>
<td>Sired By: Jose Jose</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

2/18/16, 8:47 AM

---


AGENDA ITEM #6
1 WALK ON COMMAND  Karen Baum  Jean Baum
2 ROCKY MOUNTAIN SKY  Robin MacDonald  Bruce/Robin MacDonald

**VIEW OUR AD: ROCKY MOUNTAIN SKY**

3 GENERALS MAIN LADY  LaRue McWaters  LaRue McWaters
4 C ME PUSH  Sister Milligan  Tommy/Sister Milligan

**TRAIL PLEASURE ENG/WES AMATEUR FOUR & UNDER SPECIALTY**
HPS Category: Four & Under Trail Pleasure

<table>
<thead>
<tr>
<th>HORSE</th>
<th>RIDER</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>MY BLACK CADILLAC</td>
<td>Allison Thorson</td>
<td>Allison Thorson</td>
</tr>
</tbody>
</table>

**VIEW OUR AD: MY BLACK CADILLAC**

- SIRED BY: JOSE JOSE
- SIRED BY: JOSE JOSE

**THE MISSISSIPPI CHARITY THREE YEAR OLD MARES/GELDINGS/WHTA 2014 RIDERS CUP**
HPS Category: Open Three Year Old

<table>
<thead>
<tr>
<th>HORSE</th>
<th>RIDER</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>THE PHENOM</td>
<td>Justin Harris</td>
<td>Bruce/Robin MacDonal</td>
</tr>
</tbody>
</table>

**VIEW OUR AD: THE PHENOM**

- SIRED BY: MASTER OF JAZZ

**PARK PERFORMANCE OPEN SPECIALTY/WHTA 2014 RIDERS CUP**
HPS Category: Park Performance

<table>
<thead>
<tr>
<th>HORSE</th>
<th>RIDER</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>TIME FOR CASH</td>
<td>Jack Way</td>
<td>Way/Way</td>
</tr>
<tr>
<td>SWEEPSTAKES GYPSY LADY</td>
<td>Brock Tillman</td>
<td>Jeannae Patterson</td>
</tr>
<tr>
<td>BROTHER SOVEREIGN</td>
<td>Aaron Self</td>
<td>Evergreen Walking Horse Farm</td>
</tr>
</tbody>
</table>

**WHTA AUXILIARY MEMBERS SPECIALTY**
HPS Category: Walking Horse Auxiliary

<table>
<thead>
<tr>
<th>HORSE</th>
<th>RIDER</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>INTENSITY</td>
<td>Lauren Tillman</td>
<td>M/M Howard Eastridge</td>
</tr>
</tbody>
</table>

**SIRED BY: THE TITLEIST**

### SHOW PLEASURE OPEN SPECIALTY/WHTA 2014 RIDERS CUP

<table>
<thead>
<tr>
<th>PL HORSE</th>
<th>RIDER</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 BEAU JAZZ</td>
<td>Justin Harris</td>
<td>Bruce/Robin MacDonald</td>
</tr>
</tbody>
</table>

*VIEW OUR AD: BEAU JAZZ*

### AMATEUR FIVE YEAR OLD STALLION SPECIALTY

<table>
<thead>
<tr>
<th>PL HORSE</th>
<th>RIDER</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 DEFENDING THE TITLE</td>
<td>Jason Myatt</td>
<td>Jerry Myatt</td>
</tr>
</tbody>
</table>

*VIEW OUR AD: DEFENDING THE TITLE*

*SIRED BY: THE TITLEIST*

### KEITH & LORRAINE ROSBURY/DON DIEGO TWO YEAR OLD MARES/GELDINGS/WHTA 2014 RIDERS CUP

<table>
<thead>
<tr>
<th>PL HORSE</th>
<th>RIDER</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 SHES A WHITE DIAMOND</td>
<td>Bill Cantrell</td>
<td>Warr/Major</td>
</tr>
</tbody>
</table>

### JIM CORTNER FAMILY 15.2 & UNDER STALLIONS SPECIALTY/WHTA 2014 RIDERS CUP

<table>
<thead>
<tr>
<th>PL HORSE</th>
<th>RIDER</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 THREAT ON PAROLE B</td>
<td>Jack Way</td>
<td>Double B Farm/Ben Beard</td>
</tr>
</tbody>
</table>

*SIRED BY: OUT ON PAROLE*

*SIRED BY: HES PUTTIN ON THE RITZ*

### THE ANDREW WAITES FAMILY TWO YEAR OLD STALLIONS/WHTA 2014 RIDERS CUP

<table>
<thead>
<tr>
<th>PL HORSE</th>
<th>RIDER</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 RAMMER JAMMER</td>
<td>Charlie Green</td>
<td>Holland/Kilgore</td>
</tr>
<tr>
<td>2 STYLE MASTER</td>
<td>Brock Tillman</td>
<td>M/M Howard Eastridge</td>
</tr>
</tbody>
</table>

*SIRED BY: MASTER OF JAZZ*

*3 USHER*                   | Bobby Hugh       | Ronnie/Ruth Logsdon                      |
# GARY MATTHEWS MOTORS LITE SHOD OPEN SPECIALTY CHAMPIONSHIP/WHTA 2014 RIDERS CUP

**HPS Category:** Lite Shod

<table>
<thead>
<tr>
<th>Place</th>
<th>Horse</th>
<th>Rider</th>
<th>Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>A MOUNTAIN JAZZ</td>
<td>Patrick Thomas</td>
<td>Jim/Debbie Nichols</td>
</tr>
<tr>
<td>2</td>
<td>REV'S FLASHBACK</td>
<td>Jeff Laughlin</td>
<td>Joe Laughlin</td>
</tr>
<tr>
<td>3</td>
<td>DOUBLE SHOT OF CASH</td>
<td>Laurie Toone</td>
<td>Tamara Hader</td>
</tr>
<tr>
<td></td>
<td><strong>Sired by:</strong> LINED WITH CASH</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>PAINT PUSHERS JACK FROST</td>
<td>Keegan Meadows</td>
<td>Susannah Borg</td>
</tr>
</tbody>
</table>

# YOUTH SPECIALTY CHAMPIONSHIP

**HPS Category:** Youth 17 & Under

<table>
<thead>
<tr>
<th>Place</th>
<th>Horse</th>
<th>Rider</th>
<th>Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>RODEO DRIVE</td>
<td>Jesse Odell</td>
<td>Dr Jack Kwok</td>
</tr>
<tr>
<td>2</td>
<td>COMMAND AT SUNRISE</td>
<td>Elaina Fisher</td>
<td>Fisher/Way</td>
</tr>
<tr>
<td>3</td>
<td>BUSTINS BALLERINA</td>
<td>Jacquelyn Lovell</td>
<td>James L Lovell</td>
</tr>
</tbody>
</table>

# TRAIL PLEASURE ENG/WES AMATEUR SPECIALTY CHAMPIONSHIP

**HPS Category:** Trail Pleasure

<table>
<thead>
<tr>
<th>Place</th>
<th>Horse</th>
<th>Rider</th>
<th>Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>BEL AIR</td>
<td>Kathy Anderson</td>
<td>Kathy Anderson</td>
</tr>
<tr>
<td>2</td>
<td>DARK PICTURE SHOW</td>
<td>Jada Cassidy</td>
<td>Lloyd Cassidy</td>
</tr>
<tr>
<td>3</td>
<td>FANTASTIC MISS</td>
<td>Sophia Borg Crosby</td>
<td>Judy Raad</td>
</tr>
</tbody>
</table>

# JIM CORTNER FAMILY 15.2 & UNDER MARES/GELDINGS SPECIALTY/WHTA 2014 RIDERS CUP

**HPS Category:** 15.2 & Under Walking Horse

<table>
<thead>
<tr>
<th>Place</th>
<th>Horse</th>
<th>Rider</th>
<th>Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>ROCKY MOUNTAIN SKY</td>
<td>Justin Harris</td>
<td>Bruce/Robin MacDonald</td>
</tr>
<tr>
<td>2</td>
<td>MISS SPLASHY CASH</td>
<td>Chad Williams</td>
<td>Evergreen Walking Horse Farm</td>
</tr>
</tbody>
</table>

[View our ad: Bel Air](http://www.walkinghorsereport.com/printer_friendly.aspx?show=true&sid=6985)
[View our ad: Rocky Mountain Sky](http://www.walkinghorsereport.com/printer_friendly.aspx?show=true&sid=6985)
### YOUTH PONIES SPECIALTY

**HPS Category:** Youth Walking Ponies

<table>
<thead>
<tr>
<th>Pl.</th>
<th>Horse</th>
<th>Rider</th>
<th>Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>MORE HORSEPOWER</td>
<td>Jesse Odell</td>
<td>Bill/Jannie Chapman</td>
</tr>
<tr>
<td></td>
<td>SIRED BY: MAIN POWER</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>KINGDOM</td>
<td>Trista Brown</td>
<td>Fisher/Way</td>
</tr>
<tr>
<td></td>
<td>SIRED BY: JAZZ KING</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### TAMARA HADER PARK PLEASURE SPECIALTY CHAMPIONSHIP/WHTA 2014 RIDERS CUP

**HPS Category:** Plantation/Park Pleasure

<table>
<thead>
<tr>
<th>Pl.</th>
<th>Horse</th>
<th>Rider</th>
<th>Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>LINED UP AT THE RITZ</td>
<td>Patrick Thomas</td>
<td>Rowan/Nichols</td>
</tr>
<tr>
<td></td>
<td>SIRED BY: LINED WITH CASH</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>PETAL PUSHIN JAZZ</td>
<td>Jeff Laughlin</td>
<td>Jannie Chapman</td>
</tr>
<tr>
<td>3</td>
<td>PRINCE JOSE</td>
<td>Jeannae Patterson</td>
<td>Jeannae Patterson</td>
</tr>
<tr>
<td></td>
<td>VIEW OUR AD: PRINCE JOSE</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### CLASSIC PARK PLEASURE OPEN SPECIALTY/WHTA 2014 RIDERS CUP

**HPS Category:** Open Classic Park

<table>
<thead>
<tr>
<th>Pl.</th>
<th>Horse</th>
<th>Rider</th>
<th>Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>COLD HEARTED</td>
<td>Laurie Toone</td>
<td>Doug Toone</td>
</tr>
<tr>
<td></td>
<td>SIRED BY: JOSE JOSE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>JOHN WALKERS JFK</td>
<td>Hannah Pulvers</td>
<td>Jean Marie Degville</td>
</tr>
<tr>
<td></td>
<td>SIRED BY: JFK ALL OVER</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>STONE COLD BANDIT</td>
<td>Patrick Thomas</td>
<td>Scott/Kim Leonard</td>
</tr>
<tr>
<td></td>
<td>SIRED BY: THE SILVER BANDIT</td>
<td></td>
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</tbody>
</table>

### AMATEUR FIVE YEAR OLD SPECIALTY CHAMPIONSHIP

**HPS Category:** Amateur Five Year Old

<table>
<thead>
<tr>
<th>Pl.</th>
<th>Horse</th>
<th>Rider</th>
<th>Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>DEFENDING THE TITLE</td>
<td>Jason Myatt</td>
<td>Jerry Myatt</td>
</tr>
<tr>
<td></td>
<td>VIEW OUR AD: DEFENDING THE TITLE</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>SIRED BY: THE TITLEIST</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### COUNTRY PLEASURE ENG/WES CHAMPIONSHIP

**HPS Category:** Country Pleasure

<table>
<thead>
<tr>
<th>PL</th>
<th>HORSE</th>
<th>RIDER</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>DESIGNER CHAMPAGNE</td>
<td>Kimberly Coult</td>
<td>Forest Shadow Walkers &amp; Kimberly Coult</td>
</tr>
<tr>
<td>2</td>
<td>PAROLE PATROL</td>
<td>Mackenzie Morgan</td>
<td>Laurale Lowery</td>
</tr>
<tr>
<td>3</td>
<td>IM MANHATTEN</td>
<td>Tamara Hader</td>
<td>Laurie Toone</td>
</tr>
<tr>
<td>4</td>
<td>BAYTHOVEN</td>
<td>Lisa Baum</td>
<td>Lisa Baum</td>
</tr>
<tr>
<td>5</td>
<td>LOOK IT UP</td>
<td>Laci Mathews</td>
<td>Laci Mathews</td>
</tr>
</tbody>
</table>

**VIEW OUR AD:** DESIGNER CHAMPAGNE

**VIEW OUR AD:** LOOK IT UP

### AMATEUR SPECIALTY CHAMPIONSHIP

**HPS Category:** Amateur Specialty

<table>
<thead>
<tr>
<th>PL</th>
<th>HORSE</th>
<th>RIDER</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>A PRIVATE BENJAMIN</td>
<td>Dee Broom Yoder</td>
<td>Dee Broom Yoder</td>
</tr>
<tr>
<td>2</td>
<td>NINE DANGEROUS YARDS</td>
<td>Todd Fisher</td>
<td>Way/Way</td>
</tr>
<tr>
<td>3</td>
<td>INTENSITY</td>
<td>Howard Eastridge</td>
<td>M/M Howard Eastridge</td>
</tr>
<tr>
<td></td>
<td>SIRED BY: THE WHOLE NINE YARDS</td>
<td></td>
<td></td>
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</tbody>
</table>

**VIEW OUR AD:** A PRIVATE BENJAMIN

**VIEW OUR AD:** THE TITLEIST

### 15.2 & UNDER AMATEUR SPECIALTY CHAMPIONSHIP

**HPS Category:** Amateur 15.2 & Under Walking Horses

<table>
<thead>
<tr>
<th>PL</th>
<th>HORSE</th>
<th>RIDER</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>KNOCK EM TED</td>
<td>Jannie Chapman</td>
<td>Bill/Jannie Chapman</td>
</tr>
<tr>
<td></td>
<td>SIRED BY: TED WILLIAMS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>A BIT OF CHANGE</td>
<td>Dee Broom Yoder</td>
<td>Dee Broom Yoder</td>
</tr>
<tr>
<td></td>
<td>SIRED BY: GENERATORS SILVER DOLLAR</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>C ME PUSH</td>
<td>Sister Milligan</td>
<td>Tommy/Sister Milligan</td>
</tr>
</tbody>
</table>
### SHOW PLEASURE AMATEUR CHAMPIONSHIP

HPS Category: Amateur Show Pleasure

<table>
<thead>
<tr>
<th>PL</th>
<th>HORSE</th>
<th>RIDER</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>I AM THE ROCK JR</td>
<td>Jannie Chapman</td>
<td>Jannie Chapman</td>
</tr>
<tr>
<td>2</td>
<td>IN A DANGER ZONE</td>
<td>Kelly Martin</td>
<td>Svanah Martin</td>
</tr>
<tr>
<td>3</td>
<td>SANTANAS RENAISSANCE MAN</td>
<td>Allison Thorson</td>
<td>Allison Thorson</td>
</tr>
</tbody>
</table>

**SIRED BY:**
- JOSE JOSE
- GENS ARMED AND DANGEROUS
- GENERATORS SANTANA

### TWHNC CHAMPIONSHIP (CANTER)/WHTA 2014 RIDERS CUP

HPS Category: Walking Horse Championship

<table>
<thead>
<tr>
<th>PL</th>
<th>HORSE</th>
<th>RIDER</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>THE GOLDEN SOVEREIGN</td>
<td>Chad Williams</td>
<td>Evergreen Walking Horse Farm</td>
</tr>
<tr>
<td>2</td>
<td>FORTY NINER</td>
<td>Bobby Hugh</td>
<td>Larry/Rose Anstett</td>
</tr>
</tbody>
</table>

**SIRED BY:**
- THE WHOLE NINE YARDS

Ask a Question About the Results | Printer Friendly Version
Below are videos of a WHTA Rider’s Cup Championship class taken in March 2015. The footage was taken at the Mississippi Charity Horse Show in Jackson, Mississippi. So far, these videos have reached almost 3,000,000 people, and been viewed over 1,000,000 times.


Can you imagine a video made of the Riders Cup classes at Panama City Beach and have your beautiful destination resort community “own” that image?
# City of Panama City Beach

## Frank Brown Park - Festival Site

### Event Request Form

#### Contact Information

<table>
<thead>
<tr>
<th>Business/Organization</th>
<th>Gulf Coast Charity Celebration Association Inc</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact/Event Coordinator</td>
<td>Todd Fisher</td>
</tr>
<tr>
<td>Phone #</td>
<td>850 914 9030</td>
</tr>
<tr>
<td>Cell Phone #</td>
<td>850 597 2354</td>
</tr>
<tr>
<td>Mailing Address</td>
<td>418 N. Cove Blvd</td>
</tr>
<tr>
<td>City</td>
<td>Panama City</td>
</tr>
<tr>
<td>State</td>
<td>FL</td>
</tr>
<tr>
<td>Zip</td>
<td>32401</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:gulfcoasthorseshow@gmail.com">gulfcoasthorseshow@gmail.com</a></td>
</tr>
<tr>
<td>Website</td>
<td></td>
</tr>
</tbody>
</table>

#### Non-Profit

- [ ] No
- [x] Yes

#### Tax Exempt

- [ ] No
- [x] Yes

State of Florida tax exempt # 85-8012687196-C-3.

*Copy of Tax Exempt Certificate and/or non-profit status documentation must accompany application if applicable.*

#### Event/ Promoter History

- How many years has this event been conducted? **16** (2016 will be the 17th year of this event)

- Site of last event: **Frank Brown Park, Panama City Beach, FL**

- List 3 references of other event venues that you have worked with in the past 3 years.

  1. Venue Name __________________________ Location
     Event Name __________________________ Event Date(s)
     Contact Name ________________________ Phone # 
  
  2. Venue Name __________________________ Location
     Event Name __________________________ Event Date(s)
     Contact Name ________________________ Phone # 
  
  3. Venue Name __________________________ Location
     Event Name __________________________ Event Date(s)
     Contact Name ________________________ Phone # 

---

**AGENDA ITEM # 6**
### Event Name

**Set-up Date(s):** April 18 - 20, 2016  
**Time of Set-up (from):** 24 Hours A Day  
**Event Date(s):** April 21 - 23, 2016  
**Time of Event (from):** 24 Hours A Day  
**Clean-up Date(s):** April 24 - 26, 2016  
**Time of Clean-up (from):** 24 Hours A Day  

**Estimated # of Participants:** 5000  

(Choose one)

- **Ticketed**
- **Free**
- **Private**

<table>
<thead>
<tr>
<th>2nd Choice:</th>
<th>3rd Choice:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non Event Day(s):</td>
<td>Non Event Day(s):</td>
</tr>
<tr>
<td>Set-up:</td>
<td>Set-up:</td>
</tr>
<tr>
<td>Clean-up:</td>
<td>Clean-up:</td>
</tr>
</tbody>
</table>

### Event Information

**Event Description & Parking Plan**  
(attach additional page(s) if additional space is needed)

- Horse Show & Music Festival with food and merchandise vendors.  
- **This is a ticketed 3 Day Event.** Beverages, including alcohol, will be sold.  
- See attachments regarding parking, usage areas, etc.  
- **This is a non profit entity.**  
- Security, waste removal, emergency medical personnel and traffic control are provided by this organization.

### Check all that apply to your event

- ☑ Alcohol Sales/ Distribution
- ☑ Merchandise Vendors
- ☑ Temporary Structures Constructed
- ☑ Fireworks/ Pyrotechnics
- ☑ Parade/ Walk/ Run
- ☑ Gated/ Ticketed
- ☑ Food Vendors, horses "showing" in arena, map marked as "gravel track"
Services/Facilities Requested (See diagram for location)

Check all that apply to your event

- [ ] Multipurpose Field 1
- [ ] Multipurpose Field 2
- [X] Multipurpose Field 3
- [X] Multipurpose Field 4/Vendor Area
- [X] Gravel Track
- [ ] Restrooms
- [ ] Trash Disposal Set-up
- [ ] Scissor Lift Rental
- [ ] Sound Equipment Rental
- [ ] Tables (#_______)
- [ ] Chairs (#_______)

Please return to with proposed site map:

PCB Parks & Recreation
16200 Panama City Beach Pkwy
Panama City Beach, FL 32413

Email: ParksAndRecreation@pcbgov.com
Fax: (850)233-5161

For Office Use Only

Approved [X]  Denied  Resubmit (Additional Info Needed)  

Mario Gisbert, City Manager:  [Signature]  Date: 11/6/15

AGENDA ITEM # 6
SIGNATURES ON THE ‘CHANGE.ORG’ PETITION AND COMMENTS FROM THE PARTIES ARE AVAILABLE WITH THE CITY CLERK.
REGULAR AGENDA
ITEM # 7,

MICHAEL INMAN &
BILL YOUNG
PRESENTATION
Gulf Coast Horse Show & Music Festival
Traditions at the World's Most Beautiful Beaches

WALKING IN SUPPORT OF SAINT ANDREW MEDICAL CENTER, INC. & OTHER LOCAL CHARITIES
Thank You! PC Beach Convention & Visitors Bureau 1-800-PCBEACH,
Bay County Board of County Commissioners & Our Other Sponsors

April 21st - 23rd, 2016
Frank Brown Park, Panama City Beach
Bay County, Florida

Mario:

Bill Young will be speaking as President of the National Walking Horse Trainer's Association on the inspection process as it is required by management of the this Show and certified by USDA and pursuant to the USDA regulations enclosed. Further, he will be speaking on the inaccuracy of the information previously sent to you from Clant Seay in regard to the alleged "Big Lick" and so forth.

Further, Mr. Young's topics will be the Auburn Protocol which is the extensive study by Auburn University to show that action devices and the shoes by performance horses in this Show is not only legal but is not harmful to the horse, and he will further discuss and explain shoeing and action device regulations and what is allowed and not allowed at this Show and he will have an explanation of the Horse Protection Act and USDA regulations enclosed as in pertains to this Show, possible of presentation of a performance horse, explanation of the walking horse gait and the different aspects and definition of inspection protocol.

Mike Inman is the CEO of the National Celebration and the Inspection Organization which will be at this S.H.O.W., trained and licensed and certified by the USDA and what their functions are at this Show who are hired by the Walking Horse Trainer Association and GCCC to perform inspections with compliance with the law known as the HPA and who have been present at this Show in the past.

Mr. Young will further discuss the History of the Walking Horse and their gait and the specifics of how they are trained, the different classifications of horses at this Show and the kind of equipment that they use and the legality thereof, and he will discount the allegations made by Mr. Seay by the information that he presented and so forth.

See the enclosures

Sincerely,

Gulf Coast Charity Horse Show

418 N. Cove Blvd., Panama City, FL 32401 Phone: 850-814-9030 Fax: 850-763-6653 gulfcoasthorseshow@gmail.com
PART 11—HORSE PROTECTION REGULATIONS

Contents
§11.1 Definitions.
§11.2 Prohibitions concerning exhibitors.
§11.3 Scar rule.
§11.4 Inspection and detention of horses.
§11.5 Access to premises and records.
§11.6 Inspection space and facility requirements.
§11.7 Certification and licensing of designated qualified persons (DQP's).
§11.20 Responsibilities and liabilities of management.
§11.21 Inspection procedures for designated qualified persons (DQPs).
§11.22 Records required and disposition thereof.
§11.23 Inspection of records.
§11.24 Reporting by management.
§11.25 Minimum penalties to be assessed and enforced by HIOs that license DQPs.
§11.26 Prohibitions and requirements concerning persons involved in transportation of certain horses.
§11.27 Certification and licensing of designated qualified persons (DQP's).


Source: 44 FR 25179, Apr. 27, 1979, unless otherwise noted.

§11.1 Definitions.

For the purpose of this part, unless the context otherwise requires, the following terms shall have the meanings assigned to them in this section. The singular form shall also impart the plural and the masculine form shall also impart the feminine. Words of art undefined in the following paragraphs shall have the meaning attributed to them by trade usage or general usage as reflected by definition in a standard dictionary, such as "Webster's."


Action device means any boot, collar, chain, roller, or other device which encircles or is placed upon the lower extremity of the leg of a horse in such a manner that it can either rotate around the leg, or slide up and down the leg so as to cause friction, or which can strike the hoof, coronet band or fetlock joint.

Administrator means the Administrator, Animal and Plant Health Inspection Service, or any person authorized to act for the Administrator.

Animal and Plant Health Inspection Service (APHIS) means the Animal and Plant Health Inspection Service of the United States Department of Agriculture.

APHIS representative means any employee of APHIS, or any officer or employee of any State agency who is authorized by the Administrator to perform inspections or any other functions authorized by the Act, including the inspection of the records of any horse show, horse exhibition, horse sale or horse auction.

APHIS Show Veterinarian means the APHIS Doctor of Veterinary Medicine responsible for the immediate supervision of inspections at a horse show, horse exhibition, horse sale, or other similar event.
and conduct of the Department's activities under the Act at any horse show, horse exhibition, horse sale or horse auction.

Department means the United States Department of Agriculture.

Designated Qualified Person or DQP means a person meeting the requirements specified in §11.7 of this part who has been licensed as a DQP by a horse industry organization or association having a DQP program certified by the Department and who may be appointed and delegated authority by the management of any horse show, horse exhibition, horse sale or horse auction under section 4 of the Act to detect or diagnose horses which are sore or to otherwise inspect horses and any records pertaining to such horses for the purposes of enforcing the Act.

Exhibitor means (1) any person who enters any horse, any person who allows his horse to be entered, or any person who directs or allows any horse in his custody or under his direction, control or supervision to be entered in any horse show or horse exhibition; (2) any person who shows or exhibits any horse, any person who allows his horse to be shown or exhibited, or any person who directs or allows any horse in his custody or under his direction, control, or supervision to be shown or exhibited in any horse show or horse exhibition; (3) any person who enters or presents any horse for sale or auction, any person who allows his horse to be entered or presented for sale or auction, or any person who allows any horse in his custody or under his direction, control, or supervision to be entered or presented for sale or auction in any horse sale or horse auction; or (4) any person who sells or auctions any horse, any person who allows his horse to be sold or auctioned, or any person who directs or allows any horse in his custody or under his direction, control, or supervision to be sold or auctioned.

Horse means any member of the species Equus caballus.

Horse exhibition means a public display of any horses, singly or in groups, but not in competition, except events where speed is the prime factor, rodeo events, parades, or trail rides.

Horse industry organization or association means an organized group of people, having a formal structure, who are engaged in the promotion of horses through the showing, exhibiting, sale, auction, registry, or any activity which contributes to the advancement of the horse.

Horse sale or horse auction means any event, public or private, at which horses are sold or auctioned, regardless of whether or not said horses are exhibited prior to or during the sale or auction.

Horse show means a public display of any horses, in competition, except events where speed is the prime factor, rodeo events, parades, or trail rides.

Inspection means the examination of any horse and any records pertaining to any horse by use of whatever means are deemed appropriate and necessary for the purpose of determining compliance with the Act and regulations. Such inspection may include, but is not limited to, visual examination of a horse and records, actual physical examination of a horse including touching, rubbing, palpating and observation of vital signs, and the use of any diagnostic device or instrument, and may require the removal of any shoe, pad, action device, or any other equipment, substance or paraphernalia from the horse when deemed necessary by the person conducting such inspection.

Lubricant means mineral oil, glycerine or petrolatum, or mixtures exclusively thereof, that is applied to the limbs of a horse solely for protective and lubricating purposes while the horse is being shown or exhibited at a horse show, horse exhibition, horse sale or horse auction.

Management means any person or persons who organize, exercise control over, or administer or are responsible for organizing, directing, or administering any horse show, horse exhibition, horse sale or horse auction and specifically includes, but is not limited to, the sponsoring organization and show manager.

Person means any individual, corporation, company, association, firm, partnership, society, organization, joint stock company, or other legal entity.

Regional Director means the APHIS veterinarian who is assigned by the Administrator to supervise and perform official duties of APHIS under the Act in a specified State or States.¹

¹Information as to the name and address of the Regional Director for the State or States concerned can be obtained by writing to the Animal and Plant Health Inspection Service, Animal Care, 4700 River Road Unit 84, Riverdale, MD 20737-1234.

Secretary means the Secretary of Agriculture or anyone who has heretofore or may hereafter be delegated authority to act in his stead.

Show manager means the person who has been delegated primary authority by a sponsoring organization for managing a horse show, horse exhibition, horse sale or horse auction.
§11.2 Prohibitions concerning exhibitors.

(a) General prohibitions. Notwithstanding the provisions of paragraph (b) of this section, no chain, boot, roller, collar, action device, nor any other device, method, practice, or substance shall be used with respect to any horse at any horse show, horse exhibition, or horse sale or auction if such use causes or can reasonably be expected to cause such horse to suffer.

(b) Specific prohibitions. The use of any of the following devices, equipment, or practices on any horse at any horse show, horse exhibition, or horse sale or auction is prohibited:

(1) All beads, bangles, rollers, and similar devices, with the exception of rollers made of lignum vitae (hardwood), aluminum, or stainless steel, with individual rollers of uniform size, weight and configuration, provided each such device may not weigh more than 6 ounces, including the weight of the fastener.

(2) Chains weighing more than 6 ounces each, including the weight of the fastener.

(3) Chains with links that are not of uniform size, weight and configuration; and, chains that have twisted links or double links.

(4) Chains that have drop links on any horse that is being ridden, worked on a lead, or otherwise worked out or moved about.

(5) More than one action device on any one limb of a horse.

(6) Chains or lignum vitae, stainless steel, or aluminum rollers which are not smooth and free of protrusions, projections, rust, corrosion, or rough or sharp edges.

(7)(i) Boots, collars, or any other devices, with protrusions or swellings, or rigid, rough, or sharp edges, seams or any other abrasive or abusive surface that may contact a horse's leg; and

(ii) Boots, collars, or any other devices that weigh more than 6 ounces, except for soft rubber or soft leather bell boots and quarter boots that are used as protective devices.

(8) Pads or other devices on yearling horses (horses up to 2 years old) that elevate or change the angle of such horses' hooves in excess of 1 inch at the heel.

(9) Any weight on yearling horses, except a keg or similar conventional horseshoe, and any horseshoe on yearling horses that weighs more than 16 ounces.
(10) Artificial extension of the toe length, whether accomplished with pads, acrylics or any other material or combinations thereof, that exceeds 50 percent of the natural hoof length, as measured from the coronet band, at the center of the front pastern along the front of the hoof wall, to the distal portion of the hoof wall at the tip of the toe. The artificial extension shall be measured from the distal portion of the hoof wall at the tip of the toe at a 90 degree angle to the proximal (foot/hoof) surface of the shoe.

(11) Toe length that does not exceed the height of the heel by 1 inch or more. The length of the toe shall be measured from the coronet band, at the center of the front pastern along the front of the hoof wall to the ground. The heel shall be measured from the coronet band, at the most lateral portion of the rear pastern, at a 90 degree angle to the ground, not including normal caulks at the rear of a horseshoe that do not exceed ¾ inch in length. That portion of caulk at the rear of a horseshoe in excess of ¾ of an inch shall be added to the height of the heel in determining the heel/toe ratio.

(12) Pads that are not made of leather, plastic, or a similar pliant material.

(13) Any object or material inserted between the pad and the hoof other than acceptable hoof packing, which includes pine tar, oakum, live rubber, sponge rubber, silicone, commercial hoof packing or other substances used to maintain adequate frog pressure or sole consistency.

(14) Single or double rocker-bars on the bottom surface of horseshoes which extend more than 1½ inches back from the point of the toe, or which would cause, or could reasonably be expected to cause, an unsteadiness of stance in the horse with resulting muscle and tendon strain due to the horse’s weight and balance being focused upon a small fulcrum point.²

²This prohibition is not intended to disallow corrective devices, such as Memphis bars which consist of a metal bar(s) crossing from the ground surface of one side of the horseshoe to the ground surface of the other side of the horseshoe, and the purpose of which is to correct a lameness or pathological condition of the foot: Provided, That such metal bar(s) do not act as a single fulcrum point so as to affect the balance of the horse.

(15) Metal hoof bands, such as used to anchor or strengthen pads and shoes, placed less than ½ inch below the coronet band.

(16) Metal hoof bands that can be easily and quickly loosened or tightened by hand, by means such as, but not limited to, a wing-nut or similar fastener.

(17) Any action device or any other device that strikes the coronet band of the foot of a horse except for soft rubber or soft leather bell boots that are used as protective devices.

(18) Shoeing a horse, or trimming a horse’s hoof in a manner that will cause such horse to suffer, or can reasonably be expected to cause such horse to suffer pain or distress, inflammation, or lameness when walking, trotting, or otherwise moving.

(19) Lead or other weights attached to the outside of the hoof wall, the outside surface of the horseshoe, or any portion of the pad except the bottom surface within the horseshoe. Pads may not be hollowed out for the purpose of inserting or affixing weights, and weights may not extend below the bearing surface of the shoe. Hollow shoes or artificial extensions filled with mercury or similar substances are prohibited.

(c) Substances. All substances are prohibited on the extremities above the hoof of any Tennessee Walking Horse or racking horse while being shown, exhibited, or offered for sale at any horse show, horse exhibition, or horse sale or auction, except lubricants such as glycerine, petrolatum, and mineral oil, or mixtures thereof: Provided, That:

(1) The horse show, horse exhibition, or horse sale or auction management agrees to furnish all such lubricants and to maintain control over them when used at the horse show, horse exhibition, or horse sale or auction.

(2) Any such lubricants shall be applied only after the horse has been inspected by management or by a DQP and shall only be applied under the supervision of the horse show, horse exhibition, or horse sale, or auction management.

(3) Horse show, horse exhibition, or horse sale or auction management makes such lubricants available to Department personnel for inspection and sampling as they deem necessary.

(d) Competition restrictions—2 Year-Old Horses. Horse show or horse exhibition workouts or performances of 2-year-old Tennessee Walking Horses and racking horses and working exhibitions of 2-year-old Tennessee Walking Horses and racking horses (horses eligible to be shown or exhibited in 2-year-old classes) at horse sales or horse auctions that exceed a total of 10 minutes continuous workout or performance without a minimum 5-minute rest period between the first such 10-minute period and the second such 10-minute period, and, more than two such 10-minute periods per performance, class, or workout are prohibited.
§ 11.3 Scar rule.

The scar rule applies to all horses born on or after October 1, 1975. Horses subject to this rule that do not meet the following scar rule criteria shall be considered to be "sore" and are subject to all prohibitions of section 5 of the Act. The scar rule criteria are as follows:

(a) The anterior and anterior-lateral surfaces of the fore pasterns (extensor surface) must be free of bilateral granulomas,\(^5\) other bilateral pathological evidence of inflammation, and other bilateral evidence of abuse indicative of sore, including, but not limited to, excessive loss of hair.

\(^3\)\(^4\) [Reserved]

\(^5\) Granuloma is defined as any one of a rather large group of fairly distinctive focal lesions that are formed as a result of inflammatory reactions caused by biological, chemical, or physical agents.

(b) The posterior surfaces of the pasterns (flexor surface), including the sulcus or "pocket" may show bilateral areas of uniformly thickened epithelial tissue if such areas are free of proliferating granuloma tissue, irritation, moisture, edema, or other evidence of inflammation.


§ 11.4 Inspection and detention of horses.

For the purpose of effective enforcement of the Act:

(a) Each horse owner, exhibitor, trainer, or other person having custody or, or responsibility for, any horse at any horse show, horse exhibition, or horse sale or auction, shall allow any APHIS representative to reasonably inspect such horse at all reasonable times and places the APHIS representative may designate. Such inspections may be required of any horse which is stabled, loaded on a trailer, being prepared for show, exhibition, or sale or auction, being exercised or otherwise on the grounds of, or present at, any horse show, horse exhibition, or horse sale or auction, or which has not been shown, exhibited, or sold or auctioned, or has or has not been entered for the purpose of being shown or exhibited or offered for sale or auction at any such horse show, horse exhibition, or horse sale or auction. APHIS representatives will not generally or routinely delay or interrupt actual individual classes or performances at horse shows, horse exhibitions, or horse sales or auctions for the purpose of examining horses, but they may do so in extraordinary situations, such as but not limited to, lack of proper facilities for inspection, refusal of management to cooperate with Department inspection efforts, reason to believe that failure to immediately perform Inspection may result in the loss, removal, or masking of any evidence of a violation of the Act or the regulations, or a request by management that such inspections be performed by an APHIS representative.

(b) When any APHIS representative notifies the owner, exhibitor, trainer, or other person having custody or responsibility for a horse at any horse show, horse exhibition, or horse sale or auction that APHIS desires to inspect such horse, it shall not be moved from the horse show, horse exhibition, or horse sale or auction until such Inspection has been completed and the horse has been released by an APHIS representative.

(c) For the purpose of examination, testing, or taking of evidence, APHIS representatives may detain for a period not to exceed 24 hours any horse, at any horse show, horse exhibition, or horse sale or auction, which is sore or which an APHIS veterinarian has probable cause to believe is sore. Such detained horse may be marked for identification and any such identifying markings shall not be removed by any person other than an APHIS representative.
(d) Detained horses shall be kept under the supervision of an APHIS representative or secured under an official USDA seal or seals in a horse stall, horse trailer, or other facility to which access shall be limited. It shall be the policy of APHIS to have at least one representative present in the immediate detention area when a horse is being held in detention. The official USDA seal or seals may not be broken or removed by any person other than an APHIS representative, unless:

(1) The life or well-being of the detained horse is immediately endangered by fire, flood, windstorm, or other dire circumstances that are beyond human control.

(2) The detained horse is in need of such immediate veterinary attention that its life may be in peril before an APHIS representative can be located.

(3) The horse has been detained for a maximum 24-hour detention period, and an APHIS representative is not available to release the horse.

(e) The owner, exhibitor, trainer, or other person having custody of or responsibility for any horse detained by APHIS for further examination, testing, or the taking of evidence shall be allowed to feed, water, and provide other normal custodial and maintenance care, such as walking, grooming, etc., for such detained horse: Provided, That:

(1) Such feeding, watering, and other normal custodial and maintenance care of the detained horse is rendered under the direct supervision of an APHIS representative.

(2) Any non-emergency veterinary care of the detained horse requiring the use, application, or injection of any drugs or other medication for therapeutic or other purposes is rendered by a Doctor of Veterinary Medicine in the presence of an APHIS representative and, the identity and dosage of the drug or other medication used, applied, or injected and its purpose is furnished in writing to the APHIS representative prior to such use, application, or injection by the Doctor of Veterinary Medicine attending the horse. The use, application, or injection of such drug or other medication must be approved by the APHIS Show Veterinarian or his appointed representative.

(f) It shall be the policy of APHIS to inform the owner, trainer, exhibitor, or other person having immediate custody of or responsibility for any horse allegedly found to be in violation of the Act or the regulations of such alleged violation or violations before the horse is released by an APHIS representative.

(g) The owner, trainer, exhibitor, or other person having immediate custody of or responsibility for any horse that an APHIS representative determines shall be detained for examination, testing, or taking of evidence pursuant to paragraph (e) of this section shall be informed after such determination is made and shall allow said horse to be immediately put under the supervisory custody of APHIS or secured under official USDA seal as provided in paragraph (d) of this section until the completion of such examination, testing, or gathering of evidence, or until the 24-hour detention period expires.

(h) The owner, trainer, exhibitor, or other person having custody of or responsibility for any horse allegedly found to be in violation of the Act or regulations, and who has been notified of such alleged violation by an APHIS representative as stated in paragraph (f) of this section, may request reexamination and testing of said horse within a 24-hour period: Provided, That:

(1) Such request is made to the APHIS Show Veterinarian immediately after the horse has been examined by APHIS representatives and before such horse has been removed from the APHIS inspection facilities; and

(2) The APHIS Show Veterinarian determines that sufficient cause for reexamination and testing exists; and

(3) The horse is maintained under APHIS supervisory custody as prescribed in paragraph (d) of this section until such reexamination and testing has been completed.

(i) The owner, exhibitor, trainer, or other person having custody of, or responsibility for any horse being inspected shall render such assistance as the APHIS representative may request for purposes of such inspection.

(ii) [Reserved]

[44 FR 25179, Apr. 27, 1979, as amended at 56 FR 13750, Apr. 4, 1991]

§11.5 Access to premises and records.

Requirements regarding access to premises for inspection of horses and records are as follows:

http://www.ecfr.gov/cgi-bin/text-idx?node=efr%3A1201.1.1.9.3.8&format=hyperpart&div=2.9&dntoc=1&c=xfr_1.1.1.9&node=efr_1.1.1.9.3.8
(a) Management. (1) The management of any horse show, horse exhibition, or horse sale or auction shall, without fee, charge, assessment, or other compensation, provide APHIS representatives with unlimited access to the grandstands, sale ring, barns, stables, grounds, offices, and all other areas of any horse show, horse exhibition, or horse sale or auction, including any adjacent areas under their direction, control, or supervision for the purpose of inspecting any horses, or any records required to be kept by regulation or otherwise maintained.

(2) The management of any horse show, horse exhibition, or horse sale or auction shall, without fee, charge, assessment, or other compensation, provide APHIS representatives with an adequate, safe, and accessible area for the visual inspection and observation of horses while such horses are competitively or otherwise performing at any horse show or horse exhibition, or while such horses are being sold or auctioned or offered for sale or auction at any horse sale or horse auction.

(b) Exhibitors. (1) Each horse owner, exhibitor, or other person having custody of or responsibility for any horse at any horse show, horse exhibition, or horse sale or auction shall, without fee, charge, assessment, or other compensation, admit any APHIS representative or Designated Qualified Person appointed by management, to all areas of barns, compounds, horse vans, horse trailers, stables, stalls, paddocks, or other show, exhibition, or sale or auction grounds or related areas at any horse show, horse exhibition, or horse sale or auction, for the purpose of inspecting any such horse at any and all reasonable times.

(2) Each owner, trainer, exhibitor, or other person having custody of or responsibility for, any horse at any horse show, horse exhibition, or horse sale or auction shall promptly present his horse for inspection upon notification, orally or in writing, by any APHIS representative or Designated Qualified Person appointed by management, that said horse has been selected for examination for the purpose of determining whether such horse is in compliance with the Act and regulations.

§11.6 Inspection space and facility requirements.

The management of every horse show, horse exhibition, or horse sale or auction, containing Tennessee Walking Horses or racking horses, shall provide, without fee, sufficient space and facilities for APHIS representatives to carry out their duties under the Act and regulations at every horse show, horse exhibition, or horse sale or auction, containing Tennessee Walking Horses or racking horses, whether or not management has received prior notification or otherwise knows that such show may be inspected by APHIS. The management of every horse show, horse exhibition, horse sale or auction which does not contain Tennessee Walking Horses or racking horses shall provide, without fee, such sufficient space and facilities when requested to do so by APHIS representatives. With respect to such space and facilities, it shall be the responsibility of management to provide at least the following:

(a) Sufficient space in a convenient location to the horse show, horse exhibition, or horse sale or auction arena, acceptable to the APHIS Show Veterinarian, in which horses may be physically, thermographically, or otherwise inspected.

(b) Protection from the elements of nature, such as rain, snow, sleet, hail, windstorm, etc., if required by the APHIS Show Veterinarian.

(c) A means to control crowds or onlookers in order that APHIS personnel may carry out their duties without interference and with a reasonable measure of safety, if requested by the APHIS Show Veterinarian.

(d) An accessible, reliable, and convenient 110-volt electrical power source, if electrical service is available at the show, exhibition, or sale or auction site and is requested by the APHIS Show Veterinarian.

(e) An appropriate area adjacent to the inspection area for designated horses to wait for inspection, and an area to be used for detention of horses.

§11.7 Certification and licensing of designated qualified persons (DQP's).

(a) Basic qualifications of DQP applicants. DQP's holding a valid, current DQP license issued in accordance with this part may be appointed by the management of any horse show, horse exhibition, horse sale, or horse auction, as qualified persons in accordance with section 4(c) of the Act, to inspect horses to detect or diagnose soring and to otherwise inspect
horses, or any records pertaining to any horse for the purpose of enforcing the Act. Individuals who may be licensed as DQP's under this part shall be:

(1) Doctors of Veterinary Medicine who are accredited in any State by the United States Department of Agriculture under part 161 of chapter I, title 9 of the Code of Federal Regulations, and who are:

(i) Members of the American Association of Equine Practitioners, or
(ii) Large animal practitioners with substantial equine experience, or
(iii) Knowledgeable in the area of equine lameness as related to soring and soring practices (such as Doctors of Veterinary Medicine with a small animal practice who own, train, judge, or show horses, or Doctors of Veterinary Medicine who teach equine related subjects in an accredited college or school of veterinary medicine). Accredited Doctors of Veterinary Medicine who meet these criteria may be licensed as DQP's by a horse industry organization or association whose DQP program has been certified by the Department under this part without undergoing the formal training requirements set forth in this section.

(2) Farriers, horse trainers, and other knowledgeable horsemen whose past experience and training would qualify them for positions as horse industry organization or association stewards or judges (or their equivalent) and who have been formally trained and licensed as DQP's by a horse industry organization or association whose DQP program has been certified by the Department in accordance with this section.

(b) Certification requirements for DQP programs. The Department will not license DQP's on an individual basis. Licensing of DQP's will be accomplished only through DQP programs certified by the Department and Initiated and maintained by horse industry organizations or associations. Any horse industry organization or association desiring Department certification to train and license DQP's under the Act shall submit to the Administrator a formal request in writing for certification of its DQP program and a detailed outline of such program for Department approval. Such outline shall include the organizational structure of such organization or association and the names of the officers or persons charged with the management of the organization or association. The outline shall also contain at least the following:

Animal and Plant Health Inspection Service, Animal Care, 4700 River Road, Unit 84, Riverdale, Maryland 20737-1234.

(1) The criteria to be used in selecting DQP candidates and the minimum qualifications and knowledge regarding horses each candidate must have in order to be admitted to the program.

(2) A copy of the formal training program, classroom and practical, required to be completed by each DQP candidate before being licensed by such horse industry organization or association, including the minimum number of hours, classroom and practical, and the subject matter of the training program. Such training program must meet the following minimum standards in order to be certified by the Department under the Act.

(i) Two hours of classroom instruction on the anatomy and physiology of the limbs of a horse. The instructor teaching the course must be specified, and a resume of said instructor's background, experience, and qualifications to teach such course shall be provided to the Administrator.

(ii) Two hours of classroom instruction on the Horse Protection Act and regulations and their interpretation. Instructors for this course must be furnished or recommended by the Department. Requests for instructors to be furnished or recommended must be made to the Administrator in writing at least 30 days prior to such course.

(iii) Four hours of classroom instruction on the history of soring, the physical examination procedures necessary to detect soring, the detection and diagnosis of soring, and related subjects. The instructor teaching the course must be specified and a summary of said instructor's background, experience, and qualifications to teach such course must be provided to the Administrator.

(iv) Four hours of practical instruction in clinics and seminars utilizing live horses with actual application of the knowledge gained in the classroom subjects covered in paragraphs (b)(2)(i), (ii), and (iii) of this section. Methods and procedures required to perform a thorough and uniform examination of a horse shall be included. The names of the instructors and a resume of their background, academic and practical experience, and qualifications to present such instruction shall be provided to the Administrator. Notification of the actual date, time, duration, subject matter, and geographic location of such clinics or seminars must be sent to the Administrator at least 10 days prior to each clinic or seminar.

(v) One hour of classroom instruction regarding the DQP standards of conduct promulgated by the licensing organization or association pursuant to paragraph (d)(7) of this section.

(vi) One hour of classroom instruction on recordkeeping and reporting requirements and procedures.
(3) A sample of a written examination which must be passed by DQP candidates for successful completion of the program along with sample answers and the scoring thereof, and proposed passing and failing standards.

(4) The criteria to be used to determine the qualifications and performance abilities of DQP candidates selected for the training program and the criteria used to indicate successful completion of the training program, in addition to the written examination required in paragraph (b)(3) of this section.

(5) The criteria and schedule for a continuing education program and the criteria and methods of monitoring and appraising performance for continued licensing of DQP's by such organization or association. A continuing education program for DQP's shall consist of not less than 4 hours of instruction per year.

(6) Procedures for monitoring horses in the unloading, preparation, warmup, and barn areas, or other such areas. Such monitoring may include any horse that is stabled, loaded on a trailer, being prepared for show, exhibition, sale, or auction, or exercised, or that is otherwise on the grounds of, or present at, any horse show, horse exhibition, or horse sale or auction.

(7) The methods to be used to insure uniform interpretation and enforcement of the Horse Protection Act and regulations by DQP's and uniform procedures for inspecting horses for compliance with the Act and regulations;

(8) Standards of conduct for DQP's promulgated by the organization or association in accordance with paragraph (d)(7) of this section; and

(9) A formal request for Department certification of the DQP program.

The horse industry organizations or associations that have formally requested Department certification of their DQP training, enforcement, and maintenance program will receive a formal notice of certification from the Department, or the reasons, in writing, why certification of such program cannot be approved. A current list of certified DQP programs and licensed DQP's will be published in the Federal Register at least once each year, and as may be further required for the purpose of deleting programs and names of DQP's that are no longer certified or licensed, and of adding the names of programs and DQP's that have been certified or licensed subsequent to the publication of the previous list.

(c) Licensing of DQP's. Each horse industry organization or association receiving Department certification for the training and licensing of DQP's under the Act shall:

(1) Issue each DQP licensed by such horse industry organization or association a numbered identification card bearing the name and personal signature of the DQP, a picture of the DQP, and the name and address, including the street address or post office box and zip code, of the licensing organization or association;

(2) Submit a list to the Administrator of names and addresses including street address or post office box and zip code, of all DQP's that have successfully completed the certified DQP program and have been licensed under the Act and regulations by such horse industry organization or association;

*See footnote 6 to this section.

(3) Notify the Department of any additions or deletions of names of licensed DQP's from the licensed DQP list submitted to the Department or of any change in the address of any licensed DQP or any warnings and license revocations issued to any DQP licensed by such horse industry organization or association within 10 days of such change;

(4) Not license any person as a DQP if such person has been convicted of any violation of the Act or regulations occurring after July 13, 1976, or paid any fine or civil penalty in settlement of any proceeding regarding a violation of the Act or regulations occurring after July 13, 1976, for a period of at least 2 years following the first such violation, and for a period of at least 5 years following the second such violation and any subsequent violation;

(5) Not license any person as a DQP until such person has attended and worked two recognized or affiliated horse shows, horse exhibitions, horse sales, or horse auctions as an apprentice DQP and has demonstrated the ability, qualifications, knowledge and integrity required to satisfactorily execute the duties and responsibilities of a DQP;

(6) Not license any person as a DQP if such person has been disqualified by the Secretary from making detection, diagnosis, or inspection for the purpose of enforcing the Act, or if such person's DQP license is canceled by another horse industry organization or association.

(d) Requirements to be met by DQP's and Licensing Organizations or Associations. (1) Any licensed DQP appointed by the management of any horse show, horse exhibition, horse sale or auction to inspect horses for the purpose of detecting and determining or diagnosing horses which are sore and to otherwise inspect horses for the purpose of enforcing the Act and regulations, shall keep and maintain the following information and records concerning any horse
which said DQP recommends be disqualified or excused for any reason at such horse show, horse exhibition, horse sale or auction, from being shown, exhibited, sold or auctioned, in a uniform format required by the horse industry organization or association that has licensed said DQP:

(i) The name and address, including street address or post office box and zip code, of the show and the show manager.

(ii) The name and address, including street address or post office box and zip code, of the horse owner.

(iii) The name and address, including street address or post office box and zip code, of the horse trainer.

(iv) The name and address, including street address or post office box and zip code, of the horse exhibitor.

(v) The exhibitors number and class number, or the sale or auction tag number of said horse.

(vi) The date and time of the inspection.

(vii) A detailed description of all of the DQP’s findings and the nature of the alleged violation, or other reason for disqualifying or excusing the horse, including said DQP’s statement regarding the evidence or facts upon which the decision to disqualify or excuse said horse was based.

(viii) The name, age, sex, color, and markings of the horse; and

(ix) The name or names of the show manager or other management representative notified by the DQP that such horse should be excused or disqualified and whether or not such manager or management representative excused or disqualified such horse.

Copies of the above records shall be submitted by the Involved DQP to the horse industry organization or association that has licensed said DQP within 72 hours after the horse show, horse exhibition, horse sale, or horse auction is over.

(2) The DQP shall inform the custodian of each horse allegedly found in violation of the Act or its regulations, or disqualified or excused for any other reason, of such action and the specific reasons for such action.

(3) Each horse industry organization or association having a Department certified DQP program shall submit a report to the Department containing the following information, from records required in paragraph (d)(1) of this section and other available sources, to the Department on a monthly basis:

(i) The identity of all horse shows, horse exhibitions, horse sales, or horse auctions that have retained the services of DQP's licensed by said organization or association during the month covered by the report. Information concerning the identity of such horse shows, horse exhibitions, horse sales, or horse auctions shall include:

(A) The name and location of the show, exhibition, sale, or auction.

(B) The name and address of the manager.

(C) The date or dates of the show, exhibition, sale, or auction.

(ii) The identity of all horses at each horse show, horse exhibition, horse sale, or horse auction that the licensed DQP recommended be disqualified or excused for any reason. The information concerning the identity of such horses shall include:

(A) The registered name of each horse.

(B) The name and address of the owner, trainer, exhibitor, or other person having custody of or responsibility for the care of each such horse disqualified or excused.

(4) Each horse industry organization or association having a Department certified DQP program shall provide, by certified mail if personal service is not possible, to the trainer and owner of each horse allegedly found in violation of the Act or its regulations or otherwise disqualified or excused for any reason, the following information;

(i) The name and date of the show, exhibition, sale, or auction.

(ii) The name of the horse and the reason why said horse was excused, disqualified, or alleged to be in violation of the Act or its regulations.

(5) Each horse industry organization or association having a Department certified DQP program shall provide each of

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its licensed DQP's with a current list of all persons that have been disqualified by order of the Secretary from showing or 
exhibiting any horse, or judging or managing any horse show, horse exhibition, horse sale, or horse auction. The 
Department will make such list available, on a current basis, to organizations and associations maintaining a certified DQP 
program.

(6) Each horse industry organization or association having a Department certified DQP program shall develop and 
provide a continuing education program for licensed DQP's which provides not less than 4 hours of instruction per year to 
each licensed DQP.

(7) Each horse industry organization or association having a Department certified DQP program shall promulgate 
standards of conduct for its DQP's, and shall provide administrative procedures within the organization or association for 
initiating, maintaining, and enforcing such standards. The procedures shall include the causes for and methods to be 
utilized for canceling the license of any DQP who fails to properly and adequately carry out his duties. Minimum standards 
of conduct for DQP's shall include the following:

(i) A DQP shall not exhibit any horse at any horse show or horse exhibition, or sell, auction, or purchase any horse 
sold at a horse sale or horse auction at which he or she has been appointed to inspect horses;

(ii) A DQP shall not inspect horses at any horse show, horse exhibition, horse sale or horse auction in which a horse 
or horses owned by a member of the DQP's immediate family or the DQP's employer are competing or are being offered 
for sale;

(iii) A DQP shall follow the uniform inspection procedures of his certified organization or association when inspecting 
horses; and

(iv) The DQP shall immediately inform management of each case regarding any horse which, in his opinion, is in 
violation of the Act or regulations.

(e) Prohibition of appointment of certain persons to perform duties under the Act. The management of any horse 
show, horse exhibition, horse sale, or horse auction shall not appoint any person to detect and diagnose horses which are 
sore or to otherwise inspect horses for the purpose of enforcing the Act, if that person:

(1) Does not hold a valid, current DQP license issued by a horse industry organization or association having a DQP 
program certified by the Department.

(2) Has had his DQP license canceled by the licensing organization or association.

(3) Is disqualified by the Secretary from performing diagnosis, detection, and inspection under the Act, after notice 
and opportunity for a hearing, when the Secretary finds that such person is unfit to perform such diagnosis, detection, or 
inspection because he has failed to perform his duties in accordance with the Act or regulations, or because he has been 
convicted of a violation of any provision of the Act or regulations occurring after July 13, 1976, or has paid any fine or civil 
penalty in settlement of any proceeding regarding a violation of the Act or regulations occurring after July 13, 1976.

7Hearing would be in accordance with the Uniform Rules of Practice for the Department of Agriculture in subpart H of part 1, 
subtitle A, title 7, Code of Federal Regulations (7 CFR 1.130 et seq.)

(f) Cancellation of DQP license. (1) Each horse industry organization or association having a DQP program certified 
by the Department shall issue a written warning to any DQP whom it has licensed who violates the rules, regulations, by­ 
laws, or standards of conduct promulgated by such horse industry organization or association pursuant to this section, 
who fails to follow the procedures set forth in §11.21 of this part, who otherwise carries out his duties and responsibilities 
in a less than satisfactory manner, and shall cancel the license of any DQP after a second violation. Upon 
cancellation of his DQP license, the DQP may, within 30 days thereafter, request a hearing before a review committee of 
not less than three persons appointed by the licensing horse industry organization or association. If the review committee 
sustains the cancellation of the license, the DQP may appeal the decision of such committee to the Administrator within 30 
days from the date of such decision, and the Administrator shall make a final determination in the matter. If the 
Administrator finds, after providing the DQP whose license has been canceled with a notice and an opportunity for a 
hearing, that there is sufficient cause for the committee's determination regarding license cancellation, he shall issue a 
decision sustaining such determination. If he does not find that there was sufficient cause to cancel the license, the 
licensing organization or association shall reinstate the license.

(2) Each horse industry organization or association having a Department certified DQP program shall cancel the 
license of any DQP licensed under its program who has been convicted of any violation of the Act or regulations or of any 
DQP who has paid a fine or civil penalty in settlement of any alleged violation of the Act or regulations if such alleged 
violation occurred after July 13, 1976.
§11.20 Responsibilities and liabilities of management.

(a) The management of any horse show, horse exhibition, or horse sale or auction which does not appoint and retain a DQP shall be responsible for identifying all horses that are sore or otherwise in violation of the Act or regulations, and shall disqualify or disallow any horses which are sore or otherwise in violation of the Act or regulations from participating or competing in any horse show, horse exhibition, horse sale, or horse auction. Horses entered for sale or auction at a horse sale or horse auction must be identified as sore or otherwise in violation of the Act or regulations prior to the sale or auction and prohibited from entering the sale or auction ring. Sore horses or horses otherwise in violation of the Act or regulations that have been entered in a horse show or horse exhibition for the purposes of show or exhibition must be identified and excused prior to the show or exhibition. Any horses found to be sore or otherwise in violation of the Act or regulations during actual participation in the show or exhibition, must be removed from further participation prior to the taying of the class or the completion of the exhibition. All horses tayed first in each Tennessee Walking Horse or racking horse class or event at any horse show or horse exhibition shall be inspected after being shown or exhibited to determine if such horses are sore or otherwise in violation of the Act or regulations.

(b)(1) The management of any horse show, horse exhibition, horse sale or auction which designates and appoints a Designated Qualified Person (or persons) to Inspect horses shall accord said DQP access to all records and areas of the grounds of such show, exhibition, sale, or auction and the same right to inspect horses and records as is accorded to any APHIS representative. Further, management shall not take any action which would interfere with or influence said DQP in carrying out his duties or making decisions concerning whether or not any horse is sore or otherwise in violation of the Act or regulations. In the event management is dissatisfied with the performance of a particular DQP, including disagreement with decisions concerning violations, management shall not dismiss or otherwise interfere with said DQP during the DQP's appointed tour of duty. However, management should immediately notify, in writing, the Department and the organization or association that licensed the DQP, as to why the performance of said DQP was inadequate or otherwise unsatisfactory. Management which designates and appoints a DQP shall immediately disqualify or disallow from being shown, exhibited, sold, or auctioned any horse identified by the DQP to be sore or otherwise in violation of the Act or regulations or any horse otherwise known by management to be sore or in violation of the Act or regulations. Should management fail to disqualify or disallow from being shown, exhibited, sold or auctioned any such horse, said management shall assume full responsibility for and liabilities arising from the showing, exhibition, sale, or auction of said horses.

(2) The DQP shall physically inspect: (i) All Tennessee Walking Horses and racking horses entered for sale or auction, (ii) all Tennessee Walking Horses and racking horses entered in any Annealed gait class (whether under saddle, horse to cart, or otherwise), (iii) all Tennessee Walking Horses and racking horses entered for exhibition before they are admitted to be shown, exhibited, sold, or auctioned, and (iv) all Tennessee Walking Horses and racking horses tayed first in their class or event at any horse show, horse exhibition, horse sale, or horse auction. Such inspection shall be for the purpose of determining whether any such horses are in violation of the Act or regulations. Such physical examination shall be conducted in accordance with the inspection procedures provided for in §11.21 of this part. The DQP shall observe horses in the warmup ring and during actual performances whenever possible, and shall inspect any Tennessee Walking Horses that have been entered for any class or event.
§11.21 Inspection procedures for designated qualified persons (DQPs).

(a)(1) During the preshow inspection, the DQP shall direct the custodian of the horse to walk and turn the horse in a manner that allows the DQP to determine whether the horse exhibits signs of soreness. The DQP shall determine whether the horse moves in a free and easy manner and is free of any signs of soreness.

(2) The DQP shall digitally palpate the front limbs of the horse from knee to hoof, with particular emphasis on the pasterns and fetlocks. The DQP shall examine the posterior surface of the pastern by picking up the foot and examining the posterior (flexor) surface. The DQP shall apply digital pressure to the pocket (sulcus), including the bulbs of the heel, and continue the palpation to the medial and lateral surfaces of the pastern, being careful to observe for responses to pain in the horse. While continuing to hold onto the pastern, the DQP shall extend the foot and leg of the horse to examine the front (extensor) surfaces, including the coronary band. The DQP may examine the rear limbs of all horses inspected after showing, and may examine the rear limbs of any horse examined preshow or on the showgrounds when he deems it necessary, except that the DQP shall examine the rear limbs of all horses exhibiting lesions on, or unusual movement of, the rear legs. While carrying out the procedures set forth in this paragraph, the DQP shall also inspect the horse to determine whether the provisions of §11.3 of this part are being complied with, and particularly whether there is any evidence of inflammation, edema, or proliferating granuloma tissue.

(b) The DQP shall inspect horses no more than three classes ahead of the time the inspected horses are to be shown, except that, in shows with fewer than 150 horses, the DQP shall inspect horses no more than 2 classes ahead of the time the inspected horses are to be shown. Inspected horses shall be held in a designated area that is under observation by the DQP or APHIS representative. Horses shall not be permitted to leave the designated area before showing. Only the horse, the rider, the groom, the trainer, the DQP(s) and APHIS representatives shall be allowed in the designated area.

(c) The DQP may carry out additional inspection procedures as he deems necessary to determine whether the horse is sore.

(d) The HIO that licensed the DQP shall assess and enforce penalties for violations in accordance with §11.25 and shall report all violations in accordance with §11.20(b)(3).
§11.22 Records required and disposition thereof.

(a) The management of any horse show, horse exhibition, or horse sale or auction, that contains Tennessee Walking Horses or racking horses, shall maintain for a period of at least 90 days following the closing date of said show, exhibition, or sale or auction, all pertinent records containing:

(1) The dates and place of the horse show, horse exhibition, horse sale, or horse auction.

(2) The name and address (including street address or post office box number and ZIP code) of the sponsoring organization.

(3) The name and address of the horse show, exhibition, horse sale or horse auction management.

(4) The name and address (including street address or post office box number and ZIP code) of the DQP, if any, employed to conduct inspections under §11.20; and, the name of the horse industry organization or association certifying the DQP.

(5) The name and address (including street address or post office box number, and ZIP code) of each show judge.

(6) A copy of each class or sale sheet containing the names of horses, the names and addresses (including street address, post office box and ZIP code) of horse owners, the exhibitor number and class number, or sale number assigned to each horse, the show class or sale lot number, and the name and address (including street address, post office box, and ZIP code) of the person paying the entry fee and entering the horse in a horse show, horse exhibition, or horse sale or auction.

(7) A copy of the official horse show, horse exhibition, horse sale, or horse auction program, if any such program has been prepared.

(b) The management of any horse show, horse exhibition, or horse sale or auction containing Tennessee Walking Horses or racking horses shall designate a person to maintain the records required in this section.

(c) The management of any horse show, horse exhibition, or horse sale or auction containing Tennessee Walking Horses or racking horses shall furnish to any APHIS representative, upon request, the name and address (including street address, or post office box, and ZIP code) of the person designated by the sponsoring organization or manager to maintain the records required by this section.

(d) The Administrator may, in specific cases, require that a horse show, horse exhibition, or horse sale or auction records be maintained by management for a period in excess of 90 days.

(Approved by the Office of Management and Budget under control numbers 0579-0056, and 0579-0058)

44 U.S.C. 3506)


§11.23 Inspection of records.

(a) The management of any horse show, horse exhibition, or horse sale or auction shall permit any APHIS representative, upon request, to examine and make copies of any and all records pertaining to any horse, either required in any part of the regulations, or otherwise maintained, during ordinary business hours or such other times as may be mutually agreed upon. A room, table, or other facilities necessary for proper examination of such records shall be made available to the APHIS representative.

(b) Horse industry organizations or associations who train, maintain, and license DQP’s under a certified DQP program shall permit any APHIS representative, upon request, to examine and copy any and all records relating to the DQP program which are required by any part of the regulations. Such requests shall be made during ordinary business hours or such other times as mutually agreed upon. A room, table or other facilities necessary for proper examination shall be made available upon the request of the APHIS representative.

§11.24 Reporting by management.

(a) Within 5 days following the conclusion of any horse show, horse exhibition, or horse sale or auction, containing Tennessee Walking Horses or racking horses, the management shall submit to the Regional Director for the State in which the show, exhibition, sale or auction was held, the information required by §11.22(a)(1) through (6) for each horse excused or disqualified by management or its representatives from being shown, exhibited, sold or auctioned, and the reasons for such action. If no horses are excused or disqualified, the management shall submit a report so stating.

1See footnote 1 to §11.1.

(b) Within 5 days following the conclusion of any horse show, horse exhibition, or horse sale or auction which does not contain Tennessee Walking Horses or racking horses, the management shall submit the information required in paragraph (a) of this section.

(Approved by the Office of Management and Budget under control number 0579-0056)

§11.25 Minimum penalties to be assessed and enforced by HIOs that license DQPs.

(a) Rulebook. Each HIO that licenses DQPs in accordance with §11.7 must include in its rulebook, and enforce, penalties for the violations listed in this section that equal or exceed the penalties listed in paragraph (c) of this section and must also enforce the requirement in paragraph (d) of this section.

(b) Suspensions. (1) For the violations listed in paragraph (c) of this section that require a suspension, any individuals who are responsible for showing the horse, exhibiting the horse, entering or allowing the entry of the horse in a show or exhibition, selling the horse, auctioning the horse, or offering the horse for sale or auction must be suspended. This may include, but may not be limited to, the manager, trainer, rider, custodian, or seller, as applicable. In addition, if the owner, allowed any activity listed in this paragraph, the owner must be suspended as well.

(2) Any person who is responsible for the shipping, moving, delivering, or receiving of any horse that is found to be bilaterally sore or unilaterally sore as defined in paragraph (c) of this section, in violation of the scar rule in §11.3, or in violation of the prohibition against the use of foreign substances in §11.2(c), with reason to believe that such horse was to be shown, exhibited, entered for the purpose of being shown or exhibited, sold, auctioned, or offered for sale in any horse show, horse exhibition, horse sale or auction, must be suspended; Provided, that this requirement does not apply if the horse was transported by a common or contract carrier or an employee thereof in the usual course of the carrier's business or the employee's employment, unless the carrier or employee had reason to believe that the horse was sore.

(3) A person who is suspended must not be permitted to show or exhibit any horse or judge or manage any horse show, horse exhibition, or horse sale or auction for the duration of the suspension.

(4) Any person with multiple suspensions must serve them consecutively, not concurrently.

(c) Minimum penalties---(1) Bilateral sore. A horse is found to be sore in both its forelimbs or hindlimbs. The horse must be dismissed from the remainder of the horse show, exhibition, sale, or auction. First offense: Suspension for 1 year. Second offense: Suspension for 2 years. Third offense and any subsequent offenses: Suspension for 4 years.

(2) Unilateral sore. A horse is found to be sore in one of its forelimbs or hindlimbs. The horse must be dismissed from the remainder of the horse show, exhibition, sale, or auction. First offense: Suspension for 60 days. Second offense: Suspension for 120 days. Third offense and any subsequent offenses: Suspension for 1 year.

(3) Scar rule violation. A horse is found to be in violation of the scar rule in §11.3. The horse must be dismissed from the remainder of the horse show, exhibition, sale, or auction. First offense: Suspension for 2 weeks (14 days). Second offense: Suspension for 60 days. Third offense and any subsequent offenses: Suspension for 1 year.

(4) Foreign substance violations. Violations of the prohibition against the use of foreign substances in §11.2(c).

(I) Before or during the show, exhibition, sale, or auction. The horse must be dismissed from the remainder of the...
§11.40 Prohibitions and requirements concerning persons involved in transportation of certain horses.

(a) Each person who ships, transports, or otherwise moves, or delivers or receives for movement, any horse with reason to believe such horse may be shown, exhibited, sold or auctioned at any horse show, horse exhibition, sale or auction, shall allow and assist in the inspection of such horse at any such show, exhibition, sale, or auction to determine compliance with the Act as provided in §11.4 of the regulations and shall furnish to any APHIS representatives upon his request the following information:

1. Name and address (including street address, post office box, and ZIP code) of the horse owner and of the shipper, if different from the owner or trainer.
2. Name and address (including street address, post office box, and ZIP code) of the horse trainer.
3. Name and address (including street address, post office box, and ZIP code) of the carrier transporting the horse, and of the driver of the means of conveyance used.
4. Origin of the shipment and date thereof, and,
5. Destination of shipment.

(b) [Reserved]

(Approved by the Office of Management and Budget under control number 0579-0056)

§11.41 Reporting required of horse industry organizations or associations.

Each horse industry organization or association which sponsors, or which sanctions any horse show, horse exhibition, or horse sale or auction, shall furnish the Department by March 1 of each year with all such organization or association rulebooks, and disciplinary procedures for the previous year pertaining to violations of the Horse Protection Act or regulations, applicable to such horse show, horse exhibition, or horse sale or auction. Rulebooks and information relating to disciplinary procedures for violations of the Horse Protection Act or regulations should be readily available to all exhibitors, trainers, and owners of horses at such show, exhibition, sale, or auction. Each horse industry organization or association shall furnish the Department with a quarterly report of all disciplinary actions taken against the management or any horse show, horse exhibition, horse sale, or horse auction, any exhibitor, or any licensed DQP, for violation of the Horse Protection Act or regulations, and the results thereof.

See footnote 6 to §11.7.

(Approved by the Office of Management and Budget under control number 0579-0056)


Need assistance?
patterns developed on the pasterns of the three horses during the period of exercise in action devices and the drop in pressure readings occurred. Thermal patterns became more regular in appearance and pressure readings increased during the recovery period when the horses were exercised without action devices. Fourteen ounce rollers and 8 and 10 ounce chains will cause raw lesions on scarred pasterns of horses when the horses are exercised 15-30 minutes per day in the devices. Lesions occur in less than 2 weeks, even when the horses are not exercised on weekends. The action devices cause irregular thermal patterns detectable by thermovision, increased sensitivity to pressure on the pasterns, and discomfort and altered gaits visible to observers.

Phase XI. Use of 2, 4 and 6 Ounce Chains

The objectives of this study were to evaluate the use of 2, 4 and 6 ounce chains in Tennessee Walking Horses, without using any other chemical or mechanical technique to induce inflammation. Use of 2, 4 and 6 oz. chains did not cause any detectable pain, tissue damage. Thermographic and pressure evaluation did not change significantly. Thus, it was concluded that the use of 2, 4 and 6 oz. chains for a duration of 2 to 3 weeks did not produce any harmful effects to the horses' legs, with exception to some loss of hair from 6 oz. chains in the pastern areas.

Phase XII. Use of Non-Steroid Anti-inflammatory Compounds (Phenylbutazone Flunixin-Meglumine) to Enhance Healing after Soring with Mustard Oil and Chains

In this study horses were sored using mustard oil and 10 oz. chains described previously. Following soring one group of horses were treated with phenylbutazone twice a day and the other group was treated with Flunixin-Meglumine for 5 days. Steroid ointment was also applied locally in the area of inflammation for 5 days. Then treatments were discontinued. Normally it took about 3 to 6 weeks for complete healing after initial induction of inflammation without any treatment with anti-inflammatory compounds. But the use of phenylbutazone (IV) and local application of steroid ointment enhanced healing. Horses on phenylbutazone healed in about 10 days, whereas use of Flunixin-Meglumine use took about 15 days for complete recovery. Enhanced healing effects could actually be seen within 48 to 72 hours after initiation of treatment with anti-inflammatory drugs.

Phase XIII. Evaluation of Dimethyl Sulfoxide (DMSO) Alone and In Combination with Gibson's Linament, Applied to Limbs of Horses

To determine if DMSO alone or mixed with linament would mask soring or otherwise interfere with thermography so that thermal
Horse Protection Act

NOTE: This copy of the Horse Protection Act is provided for information only. Before relying on any portion of the Act as it appears here, reference should be made to the official report of the Act in the United States Code (15 U.S.C. §§ 1821 - 1831).

Section 1.

This Act may be cited as the "Horse Protection Act."

Section 2.

As used in this Act unless the context otherwise requires:

(1) The term "management" means any person who organizes, exercises control over, or administers or who is responsible for organizing, directing, or administering.

(2) The term "Secretary" means the Secretary of Agriculture.

(3) The term "sore" when used to describe a horse means that —
   (A) an irritating or blistering agent has been applied, internally or externally, by a person to any limb of a horse,
   (B) any burn, cut, or laceration has been inflicted by a person on any limb of a horse,
   (C) any tack, nail, screw, or chemical agent has been injected by a person into or used by a person on any limb of a horse, or
   (D) any other substance or device has been used by a person on any limb of a horse or a person has engaged in a practice involving a horse, and, as a result of such application, infliction, injection, use, or practice, such horse suffers, or can reasonably be expected to suffer, physical pain or distress, inflammation, or lameness when walking, trotting, or otherwise moving, except that such term does not include such an application, infliction, injection, use, or practice in connection with the therapeutic treatment of a horse by or under the supervision of a person licensed to practice veterinary medicine in the State in which such treatment was given.

(4) The term "State" means any of the several States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, and the Trust Territory of the Pacific Islands.

Section 3.

The Congress finds and declares that —

(1) the souring of horses is cruel and inhumane;
(2) horses shown or exhibited which are sore, where such soreness improves the performance of such horse, compete unfairly with horses which are not sore;
(3) the movement, showing, exhibition, or sale of sore horses in intrastate commerce adversely affects and burdens interstate and foreign commerce;
(4) all horses which are subject to regulation under this Act are either in interstate or foreign commerce or substantially affect such commerce; and
(5) regulation under this Act by the Secretary is appropriate to prevent and eliminate burdens upon commerce and to effectively regulate commerce.
Section 4.

(a) The management of any horse show or horse exhibition shall disqualify any horse from being shown or exhibited (1) which is sore or (2) if the management has been notified by a person appointed in accordance with regulations under subsection (c) of this section or by the Secretary that the horse is sore.

(b) The management of any horse sale or auction shall prohibit the sale or auction or exhibition for the purpose of sale of any horse (1) which is sore or (2) if the management has been notified by a person appointed in accordance with regulations under subsection (c) of this section or by the Secretary that the horse is sore.

(c) The Secretary shall prescribe by regulation requirements for the appointment by the management of any horse show, horse exhibition, or horse sale or auction of persons qualified to detect and diagnose a horse which is sore or to otherwise inspect horses for the purposes of enforcing this Act. Such requirements shall prohibit the appointment of persons who, after notice and opportunity for a hearing, have been disqualified by the Secretary to make such detection, diagnosis, or inspection. Appointment of a person in accordance with the requirements prescribed under this subsection shall not be construed as authorizing such person to conduct inspections in a manner other than that prescribed for inspections by the Secretary (or the Secretary's representative) under subsection (e).

(d) The management of a horse show, horse exhibition, or horse sale or auction shall establish and maintain such records, make such reports, and provide such information as the Secretary may by regulation reasonably require for the purposes of implementing this Act or to determine compliance with this Act. Upon request of an officer or employee duly designated by the Secretary, such management shall permit entry at all reasonable times for the inspection and copying (on or off the premises) of records required to be maintained under this subsection.

(e) For purposes of enforcement of this Act (including any regulation promulgated under this Act) the Secretary, or any representative of the Secretary duly designated by the Secretary, may inspect any horse show, horse exhibition, or horse sale or auction or any horse at any such show, exhibition, sale, or auction. Such an inspection may only be made upon presenting appropriate credentials. Each such inspection shall be commenced and completed with reasonable promptness and shall be conducted within reasonable limits and in a reasonable manner. An inspection under this subsection shall extend to all things (including records) bearing on whether the requirements of this Act have been complied with.


Section 5. The following conduct is prohibited:

(1) The shipping, transporting, moving, delivering, or receiving of any horse which is sore with reason to believe that such horse while it is sore may be shown, exhibited, entered for the purpose of being shown or exhibited, sold, auctioned, or offered for sale, in any horse show, horse exhibition, or horse sale or auction; except that this paragraph does not apply to the shipping, transporting, moving, delivering, or receiving of any horse by a common or contract carrier or an employee thereof in the usual course of the carrier's business or employee's employment unless the carrier or employee has reason to believe that such horse is sore.

(2) The (A) showing or exhibiting, in any horse show or horse exhibition, of any horse which is sore, (B) entering for the purpose of showing or exhibiting in any horse show or horse exhibition, any horse which is sore, (C) selling, auctioning, or offering for sale, in any horse sale or auction,
any horse which is sore, and (D) allowing any activity described in clause (A), (B), or (C) respecting a horse which is sore by the owner of such horse.

(3) The failure by the management of any horse show or horse exhibition, which does not appoint and retain a person in accordance with section 1823(c) of this title, to disqualify from being shown or exhibited any horse which is sore.

(4) The failure by the management of any horse sale or auction, which does not appoint and retain a qualified person in accordance with section 1823(c) of this title, to prohibit the sale, offering for sale, or auction of any horse which is sore.

(5) The failure by the management of any horse show or horse exhibition, which has appointed and retained a person in accordance with section 1823(c) of this title, to disqualify from being shown or exhibited any horse (A) which is sore, and (B) after having been notified by such person or the Secretary that the horse is sore or after otherwise having knowledge that the horse is sore.

(6) The failure by the management of any horse sale or auction which has appointed and retained a person in accordance with section 1823(c) of this title, to prohibit the sale, offering for sale, or auction of any horse (A) which is sore, and (B) after having been notified by such person or the Secretary or after otherwise having knowledge that the horse is sore.

(7) The showing or exhibiting at a horse show or horse exhibition; the selling or auctioning at a horse sale or auction; the being shown, exhibited, or sold at a horse show, horse exhibition, or horse sale or auction; the entering for the purpose of showing or exhibiting in any horse show or horse exhibition; or offering for sale at a horse sale or auction, any horse which is wearing or bearing any equipment, device, paraphernalia, or substance which the Secretary by regulation under section 1828 of this title prohibits to prevent the soring of horses.

(8) The failing to establish, maintain, or submit records, notices, reports, or other information required under section 1822 of this title.

(9) The failure or refusal to permit access to or copying of records, or the failure or refusal to permit entry or inspection, as required by section 1823 of this title.

(10) The removal of any marking required by the Secretary to identify a horse as being detained.

(11) The failure or refusal to provide the Secretary with adequate space or facilities, as the Secretary may by regulation under section 1828 of this title prescribe, in which to conduct inspections or any other activity authorized to be performed by the Secretary under this Act.


Section 6.

(a) (1) Except as provided in paragraph (2) of this subsection, any person who knowingly violates section 1824 of this title shall, upon conviction thereof, be fined not more than $3,000, or imprisoned for not more than one year, or both.

(2) (A) If any person knowingly violates section 1824 of this title, after one or more prior convictions of such person for such a violation have become final, such person shall, upon conviction thereof, be fined not more than $5,000, or imprisoned for not more than two years, or both.
Any person who knowingly makes, or causes to be made, a false entry or statement in any report required under this Act; who knowingly makes, or causes to be made, any false entry in any account, record, or memorandum required to be established and maintained by any person or in any notification or other information required to be submitted to the Secretary under section 1823 of this title; who knowingly neglects or fails to make or cause to be made, full, true, and correct entries in such accounts, records, memoranda, notification, or other materials; who knowingly removes any such documentary evidence out of the jurisdiction of the United States; who knowingly mutilates, alters, or by any other means falsifies any such documentary evidence; or who knowingly refuses to submit any such documentary evidence to the Secretary for inspection and copying shall be guilty of an offense against the United States, and upon conviction thereof shall be fined not more than $5,000, or imprisoned for not more than three years, or both.

Any person who forcibly assaults, resists, opposes, impedes, intimidates, or interferes with any person while engaged in or on account of the performance of his official duties under this Act shall be fined not more than $5,000, or imprisoned not more than three years, or both. Whoever, in the commission of such acts, uses a deadly or dangerous weapon shall be fined not more than $10,000, or imprisoned not more than ten years, or both. Whoever kills any person while engaged in or on account of the performance of his official duties under this Act shall be punishable as provided under sections 1111 and 1112 of title 18.

Any person who violates section 1824 of this title shall be liable to the United States for a civil penalty of not more than $2,000 for each violation. No penalty shall be assessed unless such person is given notice and opportunity for a hearing before the Secretary with respect to such violation. The amount of such civil penalty shall be assessed by the Secretary by written order. In determining the amount of such penalty, the Secretary shall take into account all factors relevant to such determination, including the nature, circumstances, extent, and gravity of the prohibited conduct and, with respect to the person found to have engaged in such conduct, the degree of culpability, any history of prior offenses, ability to pay, effect on ability to continue to do business, and such other matters as justice may require.

Any person against whom a violation is found and a civil penalty assessed under paragraph (1) of this subsection may obtain review in the court of appeals of the United States for the circuit in which such person resides or has his place of business or in the United States Court of Appeals for the District of Columbia Circuit by filing a notice of appeal in such court within 30 days from the date of such order and by simultaneously sending a copy of such notice by certified mail to the Secretary. The Secretary shall promptly file in such court a certified copy of the record upon which such violation was found and such penalty assessed, as provided in section 2112 of title 28. The findings of the Secretary shall be set aside if found to be unsupported by substantial evidence.

If any person fails to pay an assessment of a civil penalty after it has become a final and unappealable order, or after the appropriate court of appeals has entered final judgment in favor of the Secretary, the Secretary shall refer the matter to the Attorney General, who shall recover the amount assessed in any appropriate district court of the United States. In such action, the validity and appropriateness of the final order imposing the civil penalty shall not be subject to review.

The Secretary may, in his discretion, compromise, modify, or remit, with or without conditions, any civil penalty assessed under this subsection.

In addition to any fine, imprisonment, or civil penalty authorized under this section, any person who was convicted under subsection (a) of this section or who paid a civil penalty assessed under subsection (b) of this section or is subject to a final order under such subsection assessing a civil penalty for any violation of any provision of this Act or any regulation issued.
under this Act may be disqualified by order of the Secretary, after notice and an opportunity for a hearing before the Secretary, from showing or exhibiting any horse, judging or managing any horse show, horse exhibition, or horse sale or auction for a period of not less than one year for the first violation and not less than five years for any subsequent violation. Any person who knowingly fails to obey an order of disqualification shall be subject to a civil penalty of not more than $3,000 for each violation. Any horse show, horse exhibition, or horse sale or auction, or the management thereof, collectively and severally, which knowingly allows any person who is under an order of disqualification to show or exhibit any horse, to enter for the purpose of showing or exhibiting any horse, to take part in managing or judging, or otherwise to participate in any horse show, horse exhibition, or horse sale or auction in violation of an order shall be subject to a civil penalty of not more than $3,000 for each violation. The provisions of subsection (b) of this section respecting the assessment, review, collection, and compromise, modification, and remission of a civil penalty apply with respect to civil penalties under this subsection.

(d) (1) The Secretary may require by subpoena the attendance and testimony of witnesses and the production of books, papers, and documents relating to any matter under investigation or the subject of a proceeding. Witnesses summoned before the Secretary shall be paid the same fees and mileage that are paid witnesses in the courts of the United States.

(2) The attendance of witnesses, and the production of books, papers, and documents, may be required at any designated place from any place in the United States. In case of disobedience to a subpoena the Secretary, or any party to a proceeding before the Secretary, may invoke the aid of any appropriate district court of the United States in requiring attendance and testimony of witnesses and the production of such books, papers, and documents under the provisions of this Act.

(3) The Secretary may order testimony to be taken by deposition under oath in any proceeding or investigation pending before him, at any stage of the proceeding or investigation. Depositions may be taken before any person designated by the Secretary who has power to administer oaths. The Secretary may also require the production of books, papers, and documents at the taking of depositions.

(4) Witnesses whose depositions are taken and the persons taking them shall be entitled to the same fees as paid for like services in the courts of the United States or in other jurisdictions in which they may appear.

(5) In any civil or criminal action to enforce this Act or any regulation under this Act a horse shall be presumed to be a horse which manifests abnormal sensitivity or inflammation in both of its forelimbs or both of its hindlimbs.

(6) The United States district courts, the District Court of Guam, the District Court of the Virgin Islands, the highest court of American Samoa, and the United States courts of the other territories, are vested with jurisdiction specifically to enforce, and to prevent and restrain violations of this Act, and shall have jurisdiction in all other kinds of cases arising under this Act, except as provided in subsection (b) of this section.

(e) (1) The Secretary may detain (for a period not to exceed twenty-four hours) for examination, testing, or the taking of evidence, any horse at any horse show, horse exhibition, or horse sale or auction which is sore or which the Secretary has probable cause to believe is sore. The Secretary may require the temporary marking of any horse during the period of its detention for the purpose of identifying the horse as detained. A horse which is detained subject to this paragraph shall not be moved by any person from the place it is so detained except as authorized by the Secretary or until the expiration of the detention period applicable to the horse.
(2) Any equipment, device, paraphernalia, or substance which was used in violation of any provision of this Act or any regulation issued under this Act or which contributed to the soring of any horse at or prior to any horse show, horse exhibition, or horse sale or auction, shall be liable to be proceeded against, by process of libel for the seizure and condemnation of such equipment, device, paraphernalia, or substance, in any United States district court within the jurisdiction of which such equipment, device, paraphernalia, or substance is found. Such proceedings shall conform as nearly as possible to proceedings in rem in admiralty.


Section 7.

Whenever the Secretary believes that a willful violation of this Act has occurred and that prosecution is needed to obtain compliance with this Act, he shall inform the Attorney General and the Attorney General shall take such action with respect to such matter as he deems appropriate.


Section 8.

(a) The Secretary, in carrying out the provisions of this Act, shall utilize, to the maximum extent practicable, the existing personnel and facilities of the Department of Agriculture. The Secretary is further authorized to utilize the officers and employees of any State, with its consent, and with or without reimbursement, to assist him in carrying out the provisions of this Act.

(b) The Secretary may, upon request, provide technical and other nonfinancial assistance (including the lending of equipment on such terms and conditions as the Secretary determines is appropriate) to any State to assist it in administering and enforcing any law of such State designed to prohibit conduct described in section 5.


Section 9.

The Secretary is authorized to issue such rules and regulations as he deems necessary to carry out the provisions of this Act.


Section 10.

No provision of this Act shall be construed as indicating an intent on the part of the Congress to occupy the field in which such provision operates to the exclusion of the law of any State on the same subject matter, unless there is a direct and positive conflict between such provision and the law of the State so that the two cannot be reconciled or consistently stand together. Nor shall any provision of this Act be construed to exclude the Federal Government from enforcing the provision of this Act within any State, whether or not such State has enacted legislation on the same subject, it being the intent of the Congress to establish concurrent jurisdiction with the States over such subject matter. In no case shall any such State take any action pursuant to this section involving a violation of any such law of that State which would preclude the United States from enforcing the provisions of this Act against any person.

Section 11.

On or before the expiration of thirty calendar months following the date of enactment of this Act, and every twelve months thereafter, the Secretary shall submit to the Congress a report upon the matters covered by this Act, including enforcement and other actions taken thereunder, together with such recommendations for legislative and other action as he deems appropriate.


Section 12.

There are authorized to be appropriated to carry out this Act $125,000 for the period beginning July 1, 1976, and ending September 30, 1976; and for the fiscal year beginning October 1, 1976, and for each fiscal year thereafter there are authorized to be appropriated such sums, not to exceed $500,000, as may be necessary to carry out this Act.


LEGISLATIVE HISTORY

P.L. 91-540:

S. Rept. 91609, Senate Committee on Commerce, Dec 15, 1969
H.Rept.911597, House Committee on Interstate and Foreign Commerce, Oct. 12, 1970
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Passed House Nov. 18, 1970
Senate concurred in House amendments Nov. 24, 1970
Approved Dec. 9, 1970

P. L. 93360:

S. Rept. 94418, Senate committee on Commerce, Oct. 8, 1975
H. Rept. 941174, House Committee on Interstate and Foreign Commerce, May 15, 1976
Passed Senate Oct. 9, 1975
Passed House June 21, 1976
Senate concurred in House amendments June 24, 1976
Approved July 13, 1976

NOTE: This copy of the Horse Protection Act is provided for information only. Before relying on any portion of the Act as it appears here, reference should be made to the official report of the Act in the United States Code (15 U.S.C. §§ 1821-1831).
Thank you I am having the HPA compliance section scanned and emailed. The entire rulebook including judging regulations etc. can be found on the www.SHOWHIQ.com website

Sub items from original request to speak will include at a minimum.

Inspection protocols.
1. USDA training, license, and certification process.
2. Explanation of different inspection stations within the overall pre-show inspection process.
3. Explanation of post-show inspection process.
4. Explanation of inspection video (to be sent later today)
5. Explanation of USDA protocols for pre-show inspections
6. Explanation of USDA protocols for post-show inspections.
7. Further explanation of HPA and equipment if necessary.
8. Respond to questions

Celebration portion (show manager)
1. Explanation of different divisions and how they relate to shows.
2. Experience from Mr. Seays’ opposition to The National Celebration.
3. Explanation of handling protests at different events on our grounds.
4. Answer any questions.

I will forward additional documentation to facilitate these talking points.

Regards,
Mike
I. INTRODUCTION

SHOW was organized in April 2009. The specific powers granted to SHOW are the formulation and issuing of a Rule Book, the operation of the certified Designated Qualified Person (DQP) program, the licensing of show judges, and the affiliation/sanctioning of horse shows.

SHOW's DQP program is certified by the USDA to qualify and license DQPs who can be appointed by management of events to inspect horses. If a DQP is of the opinion a horse is not in compliance with the HPA or Department regulations, this will be reported to management. Management then has the right and the duty to disqualify the horse from entry. The DQP will report all required information to the USDA.

In order to effectively carry out its duties, SHOW has prepared and published this Rule Book. It is virtually impossible to cover all eventualities in the formation of rules and regulations to govern any working organization, therefore, SHOW has the ultimate responsibility of interpreting the meaning and intent of these Rules and its decision on any matter shall be final.

These Rules may be changed and amended from time to time by SHOW. Any such changes shall be published in the breed publications. It is the responsibility of each owner, trainer, breeder, and exhibitor to know the Rules of SHOW. Therefore, each should check with the SHOW office on a periodic basis to ascertain whether or not there have been any Rule changes which may affect them. The SHOW office will be happy to assist you at any time. We also welcome your comments and suggestions.

Please read all cross references carefully.

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II. SHOW POLICY STATEMENT

SHOW actively protects and promotes the welfare of the Tennessee Walking Horse. To this end, SHOW is committed to the following:

- Ensuring that the overall and on-going welfare of the Tennessee Walking Horse is the primary concern of all owners, trainers, breeders, and exhibitors.

- Ensuring that all owners, trainers, breeders, and exhibitors treat their horses humanely and with dignity and respect, and use proper care in training, handling and showing them.

- Continuing to work with government and industry officials to ensure that the highest standards of welfare, safety and health are maintained at all Tennessee Walking Horse events.

- Developing and enforcing stringent rules that govern the exhibiting, judging, showing, and selling of Tennessee Walking Horses, in order that the natural abilities of the animals are best reflected.

- Increasing awareness of the rules among all owners, trainers, breeders, and exhibitors, emphasizing that they are responsible for the welfare and humane treatment of the horses entrusted to their care.
III. DEFINITIONS

A. Affiliated/Sanctioned Sales. All sales which have been affiliated with SHOW or any other of the recognized organizations that license DQPs.

B. Affiliated/Sanctioned Shows. All shows which have been affiliated with SHOW or any other of the recognized organizations that license DQPs.

C. Designated Qualified Person (DQP). A person licensed by SHOW to detect or diagnose horses which are in violation and to otherwise inspect horses for the purposes of enforcing the Horse Protection Act and SHOW Rules.

D. Exhibitor. Any rider, driver, handler, or contestant who shows or exhibits any horse in a horse show, horse exhibition, horse sale, or horse auction, or any person who directs or allows any horse in his custody or under his direction, control, or supervision to be exhibited, sold or auctioned.

E. Exhibiting. For horse show purposes, exhibiting means showing in competition at a horse show, exhibiting a horse at a sale, presenting the National Colors at a horse show or other event, or any other public exhibition of a horse.


G. Non-Affiliated Show. A show that is not affiliated with an organization that licenses DQPs and judges, and publishes a current rule book.

H. Owner. For horse show purposes, the term "owner" means the person shown as the owner by the records of the Tennessee Walking Horse Breeders' and Exhibitors' Association (TWHBEA) and/or a person who has a bona fide lease as approved and on file with TWHBEA on said horse, or who has legal title.

I. Show Employees. For horse show, sale or exhibition purposes, the term "show employees" shall include and refer to the following: Managers, Announcers, Ringmasters, Secretaries, Gate Attendants, Ring Clerks, Farriers, and other persons engaged directly by the show.

J. Show/Sale/Exhibition Management. For horse show, sale or exhibition purposes, the term "show management" shall refer to the personnel representing the sponsoring organization.

K. Show Officials. For horse, sale or exhibition show purposes, the term "show officials" shall include and refer to the following: Directors, Officers, Chairman of the Show Committee, Judges, DQPs, Veterinarians, and Timekeepers.

L. Sore. When used to describe a horse, sore means: (1) an irritating or blistering agent has been applied, internally or externally by a person to any limb of a horse; (2) any burn, cut, or laceration has been inflicted by a person on any limb of a horse; (3) any tack, nail, screw, or chemical agent has been injected by a person into or used by a person on any limb of a horse; or (4) any other substance or device has been used by a person on any limb of a horse or a person has engaged in a practice involving a horse, and, as a result of such application, infliction, injection, use, or practice, such horse suffers, or can reasonably be expected to suffer, physical pain or distress, inflammation, or lameness when walking, trotting, or otherwise moving, except that such term does not include such an application, infliction, injection, use, or practice in connection with the therapeutic treatment of a horse by or under the supervision of a person licensed to practice veterinary medicine in the State in which such treatment was given.
IV. MEMBERSHIP AND AFFILIATION RULES

A. PROCEDURES FOR AFFILIATING A SHOW OR SALE

1. Any show desiring to affiliate with SHOW may apply, upon its agreeing to use only SHOW licensed judges and approved Designated Qualified Persons (DQPs) in all saddle, breeding, model, halter and equitation classes and to abide by all the Rules, regulations and procedures of SHOW. When the request for affiliation is received, an application form and all necessary information will be promptly forwarded to Show Management. The appropriate fee, if any, must be included with any application submitted.

2. Any sale desiring to affiliate with SHOW may apply, upon its agreeing to use only approved DQPs and to abide by all the Rules, regulations and procedures of SHOW, and the request for affiliation is received, an application form and all necessary information will be promptly forwarded to Sale Management. The appropriate fee, if any, must be included with any application submitted.

3. To allow Affiliation approval, application should be made not less than 30 days prior to the show date, unless good cause can be shown or as approved by the CEO of SHOW.

4. Show Management must ensure that all participants agree to be subject to the SHOW Rule Book.

5. Show or Sale Management shall furnish SHOW within 15 days after the show the following:
   (a) Payment of inspection fees, if any.
   (b) Copy of a properly executed class sheet, showing all entries and class winners, including complete names and addresses of both owners and trainers on all horses inspected. Class sheet must also include the Horse Card number or if no Horse card provided, the registered name and number of the horse, the trainer's license number, and the exhibitor/rider name. (Not required of Sale Management.)
   (c) Show or Sale Manager's Report on the form furnished by SHOW.
   (d) Copy of Premium List and/or Program or Sale Catalogue.
   (e) Judges' Cards if the show utilized more than one judge.
   (f) Show Management agrees to pay all DQP fees and expenses and further agrees to accept whichever DQP's are assigned by SHOW.

B. INSPECTION FEES

Any show or sale agreeing to affiliate hereby agrees to collect for SHOW all appropriate inspection fees, if any. A schedule of SHOW inspection fees will be provided in the Show Manager's informational materials sent by SHOW.

C. PRIVILEGES OF AN AFFILIATED SHOW OR SALE

Privileges of an Affiliated Show or Sale include the following:

- Listing in SHOW's advertised schedule of show and sale dates.
- Cooperation of the SHOW staff, including assistance in obtaining the services of judges and providing DQPs.
- Services of the SHOW Board and Hearing Committee.
- Protection of Show Management and/or Sale Management through the use of licensed DQPs, as set forth in the Horse Protection Act (HPA) and the Regulations of the United States Department of Agriculture (USDA).

V. DESIGNATED QUALIFIED PERSONS (DQPs)

The SHOW DQP Program has been formally certified by the U.S. Department of Agriculture (USDA), pursuant to the federal Horse Protection Act. The initials DQP in these Rules applies throughout to DQPs who are certified as such under the SHOW HIO program.

A. LICENSING PROCESS

1. Enrollment of DQPs. Application must be made on the official form furnished by SHOW and accompanied by the required fee which is not refundable. SHOW shall act upon every application for enrollment and annual renewal of DQPs.

2. Annual DQP Refresher Course. All recognized DQPs must attend a refresher course each year conducted by SHOW. After due notice of date, time and place from SHOW, it is the DQP's responsibility to attend these classes at their own expense. Failure to attend an annual refresher course will result in the automatic revocation of a DQP's license.

3. Cancellation of DQP License as required by the Code of Federal Regulations. SHOW shall issue a written warning to any DQP whom it has licensed who: (1) violates the Rules, regulations, bylaws or standards of conduct promulgated by SHOW, (2) who fails to follow the SHOW uniform inspection procedures set forth herein, or (3) who fails to carry out his or her duties and responsibilities in a less than satisfactory manner; and shall cancel the license of any DQP after a second violation. Upon cancellation of his DQP license, the DQP may, within 30 days thereafter, request a Hearing before the SHOW Hearing Committee. If the review committee sustains the cancellation of the license, the DQP may appeal the decision of such committee to the U.S. Department of Agriculture within 30 days from the date of such decision, and, pursuant to HPA Regulations, the USDA shall make a final determination in the matter.

4. Selection of DQPs. All persons 21 years of age or older desiring to be licensed by SHOW as a DQP shall secure and complete an application furnished by SHOW. No application shall be considered if incomplete and until six questionnaires are returned. If approved, the applicant must attend fourteen (14) hours of training for DQPs, pass a written examination with a score of 85% or better, and apprentice two or more shows.

No DQP shall be licensed if they or any member of their immediate family trains, exhibits, shoes, breeds, or sells other than the rare and infrequent sale of Tennessee Walking Horses, unless waived by the SHOW or its Board of Directors. The decision as to whether or not a DQP's license should be granted to an applicant or whether or not a DQP's license shall be renewed shall be the decision of SHOW.

No individual may retain their license as a SHOW DQP, if that individual acts in the capacity of a DQP, or in the capacity of a principal, officer, director, committee member, or substantially similar position, for any other HIO, unless approved by SHOW. Upon verifiable information to the sole satisfaction of SHOW, a DQP so acting shall be immediately terminated, and there shall be no appeal. The individual may reapply for licensing two (2) years after last acting as a DQP, or as a principal, officer, director, committee member, or substantially similar position, for any other HIO.

B. DUTIES OF A DQP

1. To protect the interests of exhibitors and Show Management.
2. To report to Show Management any misrepresentation or substitution of entry without waiting for a Protest.

3. To report to Show Management, any offense or violation of the Rules.

4. To transmit to SHOW the following information:
   - Class sheets on every class inspected.
   - A total number of the different breeds inspected at each show.
   - A written report of any alleged violation of the HPA on every show or sale inspected.
   - A written report if there were no violations found on every show or sale inspected.
   - A copy of the premium list and/or program on each show.
   - A program or catalogue on every sale.
   - A total number of the horses inspected at each sale.

   **Note:** All reports must be turned in to SHOW within three days after completion of every show or sale on forms furnished by SHOW. Failure of a DQP to submit his or her report to SHOW office on time could result in discipline up to and including loss of DQP license.

**C. STANDARDS OF CONDUCT AND REGULATIONS GOVERNING DQPS**

1. A DQP working a particular show, sale or exhibition is ineligible to serve at that show as President, Chairman, Secretary, other show, sale or exhibition officer, manager, or other show, sale or exhibition employee or exhibitor.

2. A DQP shall not exhibit any horse at any horse show, horse exhibition or horse sale, except with the written approval of SHOW. A DQP shall not sell, auction, or purchase any horse sold at a horse sale or horse auction, at which he or she has been appointed to inspect horses.

3. A DQP shall not inspect horses at any horse show, horse exhibition or horse sale in which a horse or horses owned by a member of the DQP's immediate family or the DQP's employer are competing or are being exhibited or in which either has a horse or horses being offered for sale.

4. A DQP shall follow the SHOW uniform inspection guidelines when inspecting horses.

5. A DQP shall immediately inform show, sale or exhibition management of each case regarding any horse which, in his or her opinion, is in violation of SHOW Rules and/or the Horse Protection Act and Regulations.

6. A DQP must report any attempt to improperly influence his or her actions during the inspection process or in the fulfillment of his or her duties.

7. A DQP (if there are two DQP's) shall not inspect horses trained, owned, or shod by any persons with whom he or she has conducted any type of business transaction (financial or otherwise) during the past sixty (60) days.
8. A DQP shall conduct himself or herself in a professional manner at all times. He or she shall use discretion in handling matters in public, and exhibit a positive and friendly attitude.

9. A DQP shall avoid situations that will reflect poorly on him or herself or the DQP program, or cause misconceptions as to conflicts of interest.

10. A DQP will refuse any exhibitors' requests to inspect horses at a show, sale or exhibition where he or she is not assigned as a DQP.

11. A DQP shall not accept gifts, favors or any form of monetary reward from anyone who owns, trains or exhibits horses that he or she inspects.

12. A DQP shall not place himself or herself in a position which may compromise the integrity of the DQP program.

13. Failure of a DQP without due cause to attend the show, sale or exhibition or perform his or her duties in accordance with the SHOW Rules and regulations shall constitute cause for disciplinary action.

14. A DQP must be assigned by SHOW before he or she can serve as DQP at an affiliated or non-affiliated show or sale.

15. A DQP shall not provide advisory opinions as an expert.

D. AUTHORITY AND RESPONSIBILITIES OF A DQP

1. A DQP shall keep himself or herself informed of all SHOW and USDA Rules and Regulations and shall have an updated copy of both at the shows or sales in which he or she works.

2. A DQP should clearly understand that he or she has no authority in connection with the management or the judging of a show. He or she is the representative of SHOW and should point out in a diplomatic manner any instance where SHOW Rules are not enforced. He or she should not dictate to the Judges or management but should immediately report to the appropriate officials any alleged violations of the Rules, which provide that only compliant horses are shown. He or she should keep himself or herself available to Judges, exhibitors and management at all times to investigate any situation where these Rules are not upheld.

3. The decision of a DQP regarding an action device's weight (including strap) at a show or sale shall be final.

4. All horses become subject to the authority and jurisdiction of the DQP when they are brought upon the show, sale or exhibition grounds.

5. In conducting both pre- and post-show inspections, the DQP shall rely on the SHOW uniform examination guidelines contained herein.

6. A DQP shall have a set of scales and some type of measuring device at the shows, sales or exhibitions in which he or she works. Before working a show, a DQP should calibrate the scales.

7. Judge's evaluation forms are to be sent in DQP packets. Forms that are returned to DQP must be mailed with show report.

E. DQP INSPECTION GUIDELINES
1. General.

These guidelines are designed to aid DQPs who are responsible for examining all horses at SHOW events for compliance with the Horse Protection Act, USDA Regulations, and SHOW Rules.

Each DQP examination shall include:

- A visual examination of the horse's gait and general appearance.
- A visual and physical examination of the horse's limbs, in particular the front pasterns.
- An examination of the horse's equipment for compliance with the Regulations and HIO rules, e.g., type, weight and location of action devices, pad height, location of pad bands, and lubricants.
- Hoof testing for all flat shod horses.

It shall be a requirement that the overall horse be evaluated and that there shall not be reliance on any one factor to the exclusion of all others. The examination should concentrate on detection of heat, pain, swelling, redness and loss of motion. The examination must provide the opportunity to evaluate the horse's freedom of movement in locomotion.

The majority of findings in the examination should agree. Borderline judgment calls on palpation must be confirmed by evidence of abnormal gait on movement or by an unacceptable departure from normal appearance.

The Horse Protection Act provides that a horse shall be considered "sore" if, as the result of a substance, device or practice, such horse suffers or can reasonably be expected to suffer, physical pain or distress, inflammation, or lameness when walking, trotting, or otherwise moving; except such term does not include such an application, infliction, injection, use, or practice in connection with the therapeutic treatment of a horse by or under the supervision of a person licensed to practice veterinary medicine in the State in which such treatment was given.

During the inspection, the DQP shall instruct the custodian of the horse to control it by holding the reins approximately 18 inches from the bit shank. The DQP shall not be required to examine a horse if it is presented in a manner that might cause the horse not to react to an inspector's examination, or if whips, cigarette smoke, or other actions or paraphernalia are used to distract a horse during examination. All such incidents shall be reported to the show management and SHOW and are subject to a penalty as described hereinafter.

The DQP shall inspect horses no more than three (3) classes ahead of the time the inspected horses are to be shown, except that, in shows with fewer than 150 horses, the DQP shall inspect horses no more than two (2) classes ahead of the time the inspected horses are to be shown.

Inspected horses shall be held in a designated area that is under observation by the DQP. Horses shall not be permitted to leave the designated area before showing. Only the horse, the rider, the groom, the trainer, , the DQP(s) and APHIS representatives shall be allowed in the designated area.

The DQP may carry out additional repetitive inspection procedures as deemed necessary to determine whether or not a horse is in compliance with the Horse Protection Act and Regulations. Any such repetitive inspection shall be done as expeditiously as possible, in consideration of the patience of the individual horse as well as the flow of traffic through the inspection station.

2. Technical Requirements.

All action devices, pads, and other equipment shall be observed and examined to assure that they are in compliance with USDA Regulations and SHOW Rules. All such equipment on horses examined post-show, and on horses examined pre-show that is not clearly in compliance shall be weighed and/or measured.
The USDA Regulations and SHOW Rules also prohibit exhibitors from shoeing or trimming a horse's hoof in a way that would be reasonably likely to cause the horse to suffer pain or distress, inflammation or lameness when it moves. If a DQP suspects such a shoeing technique, or suspects that there is a tack, screw, nail or other device or substance (other than acceptable hoof packing) under the horse's shoes or pads, the DQP is authorized to direct the horse's custodian to remove the shoes or pads, or both, to allow further examination of the hoof.

3. Examination of Locomotion.
During the inspection, the DQP shall direct the custodian of the horse to lead, walk, and turn the horse in a manner that allows the DQP to determine whether the horse exhibits signs of soreness or pain while walking, trotting, or otherwise moving. The DQP shall determine whether the horse moves in a free and easy manner, whether he is reluctant to start or begins moving freely, whether he turns freely, whether he parks in a normal four cornered stance or with a disproportionate amount of weight bearing on the hind legs, and is free of any signs of soreness.

4. Examination of General Appearance.
At all times during the inspection, the DQP shall observe the horse's general appearance for indications of soreness. Such indications may include: changes in the depth and rate of respiration, excessive perspiration on the skin and hair coat, abnormal reactions of the eyes and ears, abnormal stance, tucking of flanks and flexing of abdominal muscles, stepping forward with the rear limbs while the front limbs remain lightly planted, tossing of the head to maintain balance, and/or the overall demeanor and temperament of the horse. The DQP shall continue to observe the horse's general appearance during the palpation examination.

5. Visual and Physical Examination of the Legs.
The DQP shall palpate the front limbs of the horse from knee to hoof, with particular emphasis on the pasterns and fetlocks. Prior to picking up the horse's foot, the horse must be standing in a normal balanced stance and the DQP must approach the horse in a calm and professionally acceptable manner. The DQP shall examine the posterior surface of the pastern by picking up the foot and inspecting the posterior (flexor) surface. The DQP shall apply digital pressure to the pocket (sulcus), including the bulbs of the heel, and continue the palpation to the medial and lateral surfaces of the pastern, being careful to observe for responses to pain in the horse. The palpation shall be accomplished by applying the pressure necessary to flatten the ball of the thumb (the distal thumb joint should not be cocked during palpation) keeping in mind that the palpation must be done within the comfort level of the animal, not extending or flexing the animal's limb beyond normal limits and holding the foot in a manner that will not compromise the horse's balance.

The DQP should recognize that horses have different tolerances for pain, that normal reactions will vary in individual horses, and that a reaction may be in response to a reflex or learned behavior, as well as pain. In the event that there is a reaction to digital palpation of any area, the DQP should allow the horse to calm itself and become accustomed to general palpation before returning to the specific area, which may allow the discrimination between pain and non-pain responses. While continuing to hold onto the pastern, the DQP shall extend the foot and leg of the horse to examine the front (extensor) surfaces, including the coronary band in the same manner as the posterior (flexor) surface.

If more than one DQP examines the same horse, then each examination shall include a full examination of the horse's movement, appearance and physical examination, as set forth in this Rule Book.

During their examinations, the DQP shall also look for and note any evidence of a violation of the "Scar Rule" (9 C.F.R. §11.3).

(a) Scar Rule Criteria.
The criteria for the Scar Rule are as follows:

1. The anterior, anterior-lateral and anterior-medial surfaces of the fore pasterns (extensor surface) must be free of:

   - (i) bilateral granulomas,
   - (ii) other bilateral pathological evidence of inflammation, and
   - (iii) other bilateral evidence of abuse indicative of soring including, but not limited to, excessive loss of hair.

2. The posterior surfaces of the pasterns (flexor surface), including the sulcus or “pocket” may show bilateral areas of uniformly thickened epithelial tissue if such areas are free of:

   - (i) proliferating granuloma tissue,
   - (ii) irritation,
   - (iii) moisture,
   - (iv) edema, or
   - (v) other evidence of inflammation.

(b) Scar Rule Definitions

The following generally-accepted equine veterinary principles are used to define the terms used in the Scar Rule:

1. Anatomical Line of Demarcation.

   The digit of the horse, that portion of the leg extending from the fetlock joint to the foot, is a three-dimensional anatomic structure. It is divided into four (4) equal quarters: the front (anterior), the two sides (medial or inside and lateral or outside), and the back (posterior).

   The anterior surface is bounded by two (2) parallel lines that extend downward from the bony prominences on either side of the end of the cannon bone at the fetlock joint to the foot, as divided equally into quarters.

   The posterior surface is bounded by two (2) parallel lines that extend downward along the palpable borders in front of the flexor tendon bundle (just behind the depression or groove occupied by the neurovascular bundle on either side) to intersect with the angles of the hoof wall and including the bulbs of the hoof. (See attached diagrams)

   The anatomical lines of demarcation between the anterior, anterior-lateral, anterior-medial and the posterior surfaces of the digit are those parallel lines extending downward in front of the flexor tendon bundle along the depression or groove occupied by the neurovascular bundle which intersects with the angles of the hoof wall and includes the bulbs of the hoof. Since palpation of the neurovascular groove or bundle is difficult in practice, the area's proper anatomical limits shall be defined, for purposes of determining compliance with the Scar Rule, by the palpable posterior of the two pastern bones (long and short) and the adjacent palpable border of the flexor tendon bundle.

2. Pathology for Anterior, Lateral and Medial Surfaces
(i) **Bilateral granulomas**: Tumor-like masses of granulation tissue that occur on both legs, usually as a result of chronic inflammation. (Granuloma is defined as any one of a rather large group of fairly distinctive focal lesions that are formed as a result of inflammatory reactions caused by biological, chemical, or physical agents.)

(ii) **Other bilateral pathological evidence of inflammation**: Pain, heat, redness, swelling, serum or pus or loss of function (e.g., reduced range of flexion without pain) in both front pasterns are indications of inflammation.

(iii) **Bilateral evidence of abuse indicative of soring**: Evidence of intentional or malicious injury inflicted to both front and/or rear pasterns.

(iv) **Excessive loss of hair**.

(3) **Skin Pathology for Posterior Surfaces**

(i) **Bilateral areas of uniformly thickened epithelial tissue**: A thickening of skin that retains its smoothness, such as in a wrinkle, callous or corn. This uniform thickening of skin constitutes further hyperkeratoses or thickenings that do not meet the criteria of exuberant or proliferative granuloma (proud flesh) and are free of heat, pain, redness, moisture, or edema. Such hyperkeratoses or thickenings may be interpreted as variable reactions resulting from action devices or other allowable training regimens and thus are not in violation of the Scar Rule.

(ii) **Proliferating granuloma tissue**: Excessive growth of masses of tissue (proud flesh) that is usually the result of the body's unsuccessful attempts to repair tissues that are injured and/or infected. The proliferating granuloma proud flesh can create wart-like growths and/or abnormal thickening where the skin is corrugated, ridged or thrown into clusters of exuberant growth (proud flesh).

(iii) **Irritation**: The early stage of inflammation resulting from a reaction of the skin to abnormal chemical or physical applications.

(iv) **Moisture**: This includes serum, pus or blood, and can be a direct flow and/or oozing of these fluids out through the skin.

(v) **Edema**: Collection of fluids within tissue. Localized edema is considered a violation. Localized edema is the collection of fluids within tissue causing swelling, pain and/or loss of function in or near the areas where chemical or physical trauma has occurred. In contrast, generalized edema is not considered a violation. Generalized edema involves a greater portion of the extremity caused by such items as tight bandages or injuries above the pastern resulting in fluids gravitating to the pastern area.

(vi) **Other evidence of inflammation**: These may include without limitation pain, heat, redness, swelling, and/or ulceration.

(c) **Inspection Procedures for Scar Rule Compliance**

DQPs may examine for scar rule compliance during the physical examination phase of the inspection process or separately. The DQP should observe the horse’s foot while on the ground, noting the general appearance of the pastern area, if it is it properly conditioned, well-groomed, etc. While holding up the horse’s foot, the DQP shall first examine the anterior, lateral and medial surfaces of the pastern. The area’s proper anatomical limits shall be defined, laterally and medially, by the palpable posterior of the two pastern bones (long and short). These surfaces must comply with the definitions above. Excessive loss of hair on the posterior pasterns is not an indication of a scar.
The DQP shall then examine the posterior (flexor) surface of the pastern, that surface not previously
defined as anterior, anterior-lateral or anterior-medial. The flexor surface must also comply with the
definitions above. The DQP should spread the skin on the pastern to determine if it can be flattened or
smoothed out and determine if what appears to be a scar is uniformly thickened epithelium, a wrinkle,
callous, corn or other allowable change in the tissue as a result of the friction of the action device or some
other reason that does not violate the HPA.

In evaluating all of the pastern surfaces for the purposes of scar rule compliance, the DQP shall take into
consideration the horse's age, in awareness of the fact that the amount and degree of allowable suspect or
questionable tissue which is not obviously and flagrantly in violation may be expected to increase
linearly with the horse's age.

VI. RULES AND VIOLATIONS

A. AFFECTED INDIVIDUALS, FIRMS, CORPORATIONS OR PARTNERSHIPS

The provisions of these Rules shall apply to all owners, exhibitors, agents, trainers, managers, show or sale
officials, show or sale employees, members of the families or employees of the above, participating either
individually, or as a member of an entity, or any person who acts in a manner in violation of the Rules of
SHOW, or is deemed prejudicial to its best interest.

1. Any person, firm, corporation or partnership or any other entity granted any right, privilege,
authorization, or license, or accepting any benefit from SHOW shall be deemed to have contractually
agreed to fully cooperate with all duly appointed committees, agents and employees in enforcement of all
Rules, regulations, suspensions and orders of SHOW.

2. By applying for and utilizing the entry form, affiliation document or any other indication of
participation in SHOW or any of its inspections, sales or exhibitions, the owner, trainer, exhibitor and their
agents, employees, officers, representatives and successors in interest are deemed by said participation to
agree to be bound by the rules, policies and procedures of SHOW, as the same may be changed from time
to time, and to agree to hold SHOW, its officers, directors and employees harmless in all respects.

B. VIOLATIONS

A violation is any act committed at a SHOW affiliated event, in violation of the HPA or its regulations or
prejudicial to the best interest of SHOW, including but not limited to:

1. Violation of the Rules of SHOW
2. Disqualification by a Show manager or official
3. The following specific acts:
   (a) Providing false information of any nature or kind to any show management or sale official, DQP,
or SHOW official.
   (b) Acting or inciting or permitting any other to act in a manner contrary to the Rules of SHOW, or
   in a manner deemed improper, unethical, dishonest, unsportsmanlike or intemperate, or prejudicial to
   the best interest of SHOW.
   (c) Committing any act or making any remark considered offensive and/or having been made with
   intent to influence or cast aspersions on the inspections or judging of a SHOW affiliated event.
(d) Failing, as a Judge or DQP, to perform duties at a show or sale, or affiliated event in accordance with the Rules.

(e) Failing, as an exhibitor or his representative, to sign the entry blank of a show in which he competes.

(f) Physically assaulting and/or treating a horse cruelly, which is intended to inflict pain on the horse.

(g) Influencing or attempting to influence by any means or manner any DQP in determining the eligibility of any horse at any affiliated show or event.

(h) Influencing or attempting to influence by any means or manner any Judge of any affiliated show.

(i) Verbal or physical abuse directed to anyone representing SHOW, Show or Sale Management, Judges, DQP, Director of DQP Service Coordinators, USDA, Employees or Directors, while functioning in any official capacity at, or pertaining to, any horse show, sale, or exhibition.

(j) Inserting any object or material between the pad and the hoof other than acceptable hoof packing, which includes pine tar, oakum, live rubber, sponge rubber, silicone, commercial hoof packing or other substances used to maintain adequate frog pressure or sole consistency so long as such acceptable hoof packing has not been altered or changed in any manner so as to cause soring as defined in the HPA.

(k) Showing or attempting to exhibit a horse while on USDA disqualification.

(l) Misrepresentation of a horse's identity, name, height, age, eligibility for the class, registered or recorded name, registration number, owner of record, or other information on any entry blank, or substitution in the show ring of any entry other than the one named for the class in question.

(m) Voluntarily removing a horse from the ring without the permission of a judge, for which the exhibitor and all animals under his care and training may be disqualified from all future classes at that show by Show Management.

4. Foreign Substance. Foreign substance found on the pastern of a horse.

5. Distraction Violations. Using whips, cigarette smoke and/or actions and paraphernalia in an attempt to distract a horse during examination is prohibited, including presenting a horse in any manner, or the custodian doing anything, that might cause the horse to not react to the DQPs inspection.

6. Full Blinders. Full Blinders of any type on a horse on the show grounds.

7. Skin cracked open (open lesions) one fore-foot. A horse that has skin cracked open or open lesions in the pastern area of one fore-foot is in violation of SHOW rules. A horse found with this violation cannot show for the remainder of the day.

8. Unacceptable horse (one limb). An unacceptable horse, one limb, is a horse that presents only an inconsistent non-repetitive response in one limb, but nevertheless the response gives the DQP concern as to the soundness of that limb. A horse found to be unacceptable in one limb, pre or post-show shall not be allowed to show for the remainder of the day.

9. Unilateral Sore. The inspection procedure of a unilateral sore horse will not be different from the inspection procedure for the determination of a bilateral sore horse except that the findings are limited to one foot.

10. Scar Rule. For the complete Scar Rule definition, please refer to the HPA.
11. Other

(a) Failure to have the horse inspected before entering the show or sale ring.

(b) Failure to have horse inspected before being placed on exhibition.

(c) Failure to report back to DQP immediately after a class if required or requested.

(d) Heavy/Improper action device or devices, post show. Any action device not meeting the requirements set forth in the Rules herein.

(e) Working a flat-shod horse on the show or sale grounds with any action devices.

(f) Removing the action devices on a horse being re-inspected before instructed by the DQP to do so.

(g) Working a horse on the show or sale grounds with more than one pair of action devices on the horse, or action devices in excess of the permitted weight or configuration.

(h) Illegal Shoeing – Pre or Post Show Shoeing not meeting the requirements set forth by SHOW.

(i) On the show grounds of a SHOW affiliated event, possession and/or application of any irritating or blistering agent or any substance, the application, infliction or injection of which can reasonably be expected to cause physical pain, distress, inflammation or lameness to the horse. Such substances include, but are not limited to the use of plastic wrap on the forelimbs of any horse.

12. Pressure Shoeing. Horse shod or trimmed, or any material added to sole, hoof, or hoof wall in such a manner that will cause such horse to suffer or can reasonably be expected to suffer pain, distress, inflammation or lameness when walking, trotting, or otherwise moving.

14. Fractious-Unruly Horse. Any horse that cannot be thoroughly inspected by the DQP in a manner to sufficiently determine compliance with the Horse Protection Act and Regs and SHOW rules shall be prohibited from showing or exhibiting, but shall not otherwise be penalized.

15. Any person found in violation, by SHOW of rules regarding remuneration of an amateur for exhibiting a horse.

16. Any person found in violation, by SHOW of rule governing Amateur Owned and Trained classes.

17. Any person found violating rules governing artificial marking or appliances shall be subject to penalties found in the Additional Penalties Section of this rule book as determined by SHOW.

18. Bad Image: Horse which does not lead freely to and from inspection, and about the show, sale, or exhibition ground. A horse which displays, by leading or stance, an excessive or exaggerated deviation from the normal Walking Horse stance or gait.

19. Bilateral sore. Any horse that presents a consistent reproducible (non-random) response to pain from any flexion or palpation in both front limbs.

20. Failure to pass the hoof test

21. In addition to all the above if any other substance or device has been used by a person on any limb of a horse or a person has engaged in a practice involving a horse, and, as a result of such application, infliction, injection, use, or practice such horse suffers, or can reasonably be expected to suffer, physical pain or distress, inflammation, or lameness when walking, trotting, or otherwise moving; or uses any other actions or paraphernalia to distract a horse during examination; or engages in any other act or behavior that
assaults, resists, opposes, impedes, intimidates, or interferes with any person while engaged in or on account of the performance of his official duties while conducting an inspection or reviewing any activity on the show grounds shall be subject to a suspension and penalty at the discretion of SHOW up to and including a lifetime suspension.

C. EFFECT OF VIOLATIONS

1. All violations of SHOW’s rule, the HPA or the applicable HPA regulation shall be reported to show management and the USDA. Any person violating SHOW’s rules may be disqualified by show management from entering a horse in the event at which the violation occurred.

2. All violations of SHOW rules 3a – 3i (Non HPA violations) shall be reported to SHOW Executive Committee via the SHOW business office. The Executive Committee may set any penalty deemed in the best interest of SHOW for these violations.

D. GENERAL

1. A person disqualified by the USDA should be automatically suspended by show management for the period of the USDA disqualification.

2. A person disqualified as a result of an HPA violation imposed by the Secretary may only be a spectator at horse shows, exhibitions, sales or auctions. Persons who are on suspension shall not (1) enter a horse for the purposes of showing, exhibiting or selling at auction (For purposes of this paragraph “Enter a horse,” shall mean to perform any of the activities that are required to be completed before a horse can actually be shown or exhibited.) (2) show or exhibit a horse at a horse show, public auction, or exhibition such as a college football game or parade; (3) judge a horse show; (4) enter the show ring during the course of a horse show; (5) enter the inspection area or warm-up area where previously inspected horses are allowed to await ring or sale entry, during the course of a horse show or sale; (6) coach by any manner of communication, any trainer, owner, or exhibitor anytime during the show or exhibit (7) transport horses to shows, exhibitions or public auctions; (8) prepare a horse on the sale, show, auction or exhibition grounds; or (9) serve as a horse show official.

3. An Owner who has been disqualified as a result of an HPA violation as determined by the Secretary may only be a spectator at horse shows, exhibitions, sales or auctions. Owners who are on disqualification shall not (1) judge a horse show; (2) show a horse at a horse show; (3) exhibit a horse at a public exhibition such as a college football game; (4) ride a horse through a public auction sale; or (5) enter the show ring during the course of a horse show.

4. SHOW shall notify the management of every Affiliated Show or Sale of all persons under disqualification by the Secretary.

VII. SHOW MANAGEMENT, OFFICIALS AND EMPLOYEES

A. BOARD OF DIRECTORS

The Board of Directors of the sponsoring organization of a show, sale or exhibition or the governing body in charge, shall be responsible for the operation of the show, sale or exhibition. They will be responsible for the appointment of a show manager who will be responsible for the running of the show, sale or exhibition who must also be available at all times during the show, sale or exhibition to act in executive capacity.

B. DUTIES OF SHOW, SALE OR EXHIBITION MANAGEMENT

AGENDA ITEM #2
It shall be the duty of the show, sale or exhibition management to enforce all the Rules of SHOW from the time entries are admitted to the show grounds until their departure. In particular, it shall be their duty:

1. To use a DQP assigned by SHOW.
2. To provide during all scheduled performances an ambulance or a station wagon equipped with a stretcher, plus a registered nurse or qualified first aid personnel. It is recommended that a physician be present at all shows.
3. To see that horses required to be measured shall be correctly measured according to the Rules.
4. To order the measurement of any horse whose height or length of foot is protested by an exhibitor. Such measurement shall take place immediately, to the end that there is no change by re-shoeing. The decision of Show Management shall not be reviewable by SHOW. If the DQP feels that an injustice is done at a show, he or she shall report the same to SHOW.
5. To eliminate, without waiting for a protest to be made, any entry that is known to be ineligible.
6. To receive and act upon Protests in accordance with the Rules, and to report whatever action is taken to SHOW. In the event that a person participating at a show shall commit an offense or violation described in the Rules, Show Management shall disqualify that person from further participation in their show only. Any such offense shall be reported to SHOW for whatever further action is deemed necessary.
7. To pay premiums and other indebtedness of the show.
8. To obtain, if necessary, the Guest cards for Judges.
9. To provide a telephone at shows where horses are stabled overnight.
10. To employ a Judge currently licensed by SHOW and send notification of this to SHOW. It is recommended that the contract supplied by SHOW is used and a copy be sent to SHOW upon its execution.
11. To provide all necessary physical facilities to accommodate the show, sale or exhibition including an area set aside for the inspection of horses by DQPs and a pre show warm up area. Also to provide the necessary personnel for the DQP to carry out his or her duties.
12. To accept responsibility to insure that all Rules, regulations and procedures stated in this Rule Book are followed.
13. To provide a veterinarian on the grounds or on a stand-by status at the show.
14. To abide by all decisions made by a Judge or DQP, and in no way attempt to influence a Judge’s decision or his or her procedure.
15. To furnish and maintain control over all lubricants for use at the show or exhibition.

- All substances are prohibited on the pastern area (above the hoof, but below the fetlock) of any horse being shown or exhibited at any horse show or exhibition except glycerin, petrolatum, and mineral oil or mixture thereof.
- Any such lubricant is permitted to be applied only after the horse is inspected by the DQP and may be applied only under the supervision of the DQP or his or her representative.
- Show Management is required to make the show’s lubricants available to USDA personnel so that they may obtain samples for laboratory analysis.
16. To cooperate in whatever way requested with SHOW or USDA.

17. To fulfill the obligations of affiliation of shows and sales as set forth in this Rule Book.

18. To take reasonable steps to insure that all entries in classes where measurements are required are in compliance with the rules. It is mandatory that show officials resolve any protest regarding measurements.

19. To take steps to insure the personal safety of all officials representing SHOW or the USDA.

20. To keep exhibitors and trainers informed of all changes in the printed program.

21. To insure that no manager or DQP serves as a Judge or DQP at his or her own show.

22. To insure that no Show Manager, Show Secretary, DQP, Judge, Announcer or Ringmaster (and his or her immediate family) competes in a show at which they are participating in an official capacity (as identified hereinabove), nor shall any horse owned by any of the above be shown at such show.

23. To disqualify any exhibitor, owner or trainer and his or her entries if there is just cause, and, if necessary, to have the exhibitor, owner or trainer and their respective horses removed from the grounds. All such actions must be reported to SHOW.

24. To cause to be posted in a conspicuous place during the show, the Judges’ cards, or copies thereof, at multi-day shows.

C. DUTIES OF SHOW SECRETARY

1. The Show Secretary shall apply annually to SHOW for affiliation. SHOW may withhold affiliation of a show if said show has indebtedness to SHOW.

2. The Show Secretary must furnish a copy of the prize list to SHOW immediately upon publication. (It is suggested that extra copies be forwarded to SHOW due to the many inquiries received for copies of prize lists.)

3. The Show Secretary should furnish the DQP with the following:
   - Class sheets on each class that is to be inspected.
   - Copy of prize list and/or Program.

4. The Show Secretary of each affiliated show shall have a copy of the current SHOW Rule Book available for reference at all times during the show.

5. The Show Secretary shall report in writing to SHOW any act on the part of any person deemed prejudicial to the best interests of SHOW. Matters to be so reported include removal by an exhibitor of his horses from the show grounds, or withdrawal from the show after it has commenced, without permission.

6. The Show Secretary shall furnish the Judge in each class a card corresponding exactly with the specifications as shown in the Prize List, or amended if in conflict with the Rule Book.

7. The Show Secretary shall provide a number card for each entry, which shall be worn on the exhibitor’s back, clearly visible to the judge at all times when in competition.

8. The Show Secretary shall be responsible for all matters in connection with entries.
9. The Show Secretary shall, at the earliest possible moment, notify interested exhibitors if a class does not fill and is cancelled.

10. The Show Secretary must forward to SHOW class entry sheets and any other required forms postmarked within fifteen (15) days after the show, indicating the winners, post or other added entries, scratches and corrections in all classes. Class entry sheets must be signed by exhibitor, trainer or agent and must include complete names and addresses of both owners and trainers on all entries. The Trainer’s License number must be included on the entry form. Horse registration number must be included on the entry form unless the horse is a country pleasure entry. The Show Secretary must send in a list of Judges, DQPs and Show Officials officiating at the show.

IX. RULEBOOK AMENDMENTS

The Executive Committee of SHOW shall meet, as needed to consider changes in the SHOW Rule Book. Except as provided below, if the majority decision of the Board is to add, delete, or modify a Rule, the Committee’s decision shall become effective at the discretion of the Board.

The official rules and regulations of SHOW shall be embodied in a booklet entitled “SHOW Official Rule Book”. The Rule Book shall be added to, amended by, or deleted from, by the acts of the Board of Directors as set forth herein. However, notwithstanding anything contained herein to the contrary, the Board of Directors, if it perceives an immediate need, may add, amend, or delete any rule, effective upon the adoption of the addition, amendment, or deletion, by the affirmative vote of more than eighty percent (80%) of the entire Board.
NATURAL GAITS OF THE TENNESSEE WALKING HORSE

The flat walk and running walk are unique to the Tennessee Walking Horse. It is a genetic lateral gait that can be seen exhibited by weanlings in the pasture. It is natural to the walking horse and cannot be man-made or taught to other breeds.

The photos on page 2 show five of the eight divisions the Tennessee Walking Show Horse competes in based on specific shoeing categories. The distinct natural long rear stride, front leg elevation and reach, combined with rhythmic head shake are the trademarks of the breed from infancy through adulthood.