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

REGULAR MEETING DATE: April 28, 2016
MEETING TIME: 2:00 P.M.

INVESTITURE

I. INVOCATION: PASTOR RICK YOUNG OF THE WOODSTOCK CHURCH
II. PLEDGE OF ALLEGIANCE
III. APPROVAL OF AGENDA
IV. APPROVAL OF MINUTES
V. DF CONSENT AGENDA

1. RESOLUTION 16-76, SUPER TUESDAY ELECTION RESULTS. On April 19, 2016, the City conducted its regularly scheduled election for the office of Mayor and Councilperson for Ward 4; and on April 22, 2016, the City's Canvassing Board certified the votes given for the offices, and persons specified in that election. NOW THEREFORE, the City Council for the City of Panama City Beach hereby approves and accepts the results of the election naming Mike Thomas as Mayor and Hector Solis as Council Member Ward 4.

2. RESOLUTION 16-73, BIDS- TORO HEAVY DUTY WORKMAN UTILITY VEHICLE, PARKS PURCHASE. Staff advertised bids for the purchase of a new Toro Heavy Duty Workman HDX 2WD. Only one bid was submitted from Jerry Pate Toro in the amount of $20,448.36. The Parks and Recreation budget can sufficiently cover this expense. A suggested motion is provided should the Council choose to award it. STAFF RECOMMENDS APPROVAL. "A Resolution of the City of Panama City Beach, Florida, authorizing the purchase of a Toro Workman Heavy Duty Utility Vehicle from Jerry Pate Turf & Irrigation in the amount of $20,448.36, and providing an immediately effective date."

3. RESOLUTION 16-74, JEEPIN BEACH JAM PARADE ROAD CLOSURES. "A Resolution of the City of Panama City Beach authorizing temporary road closure of portions of Powell Adams Drive, South Pier Park Drive and L. C. Hilton Drive and approving temporary road closure of portions of Front Beach Road, on Saturday, May 14, 2016, for the "Jeepin Beach Jam" Parade."

4. RESOLUTION 16-75, BIDS- LANDSCAPE MAINTENANCE SERVICES CONTRACT. The current landscape maintenance contract expires May 1, 2016 and therefore the City advertised for bids for landscape maintenance services of approximately twelve (12) City facility sites which include: Joan Avenue Lift Station, Lullwater Landscaping Areas, Maggi Still Memorial Park, Police Fire Range, West Bay Tank Site, McElvey Tank Site, Scotts Field, Senior Citizen Center Complex, Wastewater Treatment Plant #1, Reclaimed Tank Site, Police Sub-Station and Library. We received three responsive bidders. (see attached bid tab) The low bidder was Grass Cutters Lawn & Landscaping of PC, Inc. We did include additive alternates for fertilizer...
VI. REGULAR AGENDA ITEMS - DISCUSSION/ACTION (Continued)

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>1</td>
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<td>ORDINANCE 1383, AMENDING &amp; READOPTING CHAPTER 8 REGARDING BUILDINGS AND BUILDING REGULATIONS, 2ND READING, PUBLIC HEARING AND ADOPTION.</td>
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<td>MT</td>
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<td>MT</td>
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<td>ONE APPOINTMENT TO THE TPO.</td>
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<td>5</td>
<td>JS</td>
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<tr>
<td>6</td>
<td>MG</td>
<td>CITY MANAGER UPDATE.</td>
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VII. LAW ENFORCEMENT TRUST FUND MEETING AGENDA

1. MG LETF RESOLUTION 16-01, PURCHASE OF 3D LASER SCANNER & ACCESSORIES. "A Resolution of the City Council for the City of Panama City Beach, sitting as the Law Enforcement Trust Board; authorizing expenditures from the Law Enforcement Trust Fund for the purchase of a 3D Laser Scanner and Accessories and Software related thereto in the amount of $79,734.35."

     JOHN REICHARD       X
     PHIL CHESTER        X
     JOSIE STRANGE       X
     HECTOR SOLIS        X
     MIKE THOMAS         X

I certify that the Council members listed above have been contacted and made aware of the items on this agenda.

Deputy City Clerk  4/22/16

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

E-mailed and/or Faxed to following interested parties on: 4/25/16, noon.

NEWS MEDIA | CONTACT
---|---
News Herald | John Henderson
Bullet | Rex Ogburn
Channel 4 | Ryan Rodig
Channel 7 |
Channel 13
Comcast
WOW
WKGC
WLTG
Magic Broadcasting
Clear Channel
Panama City Radio

Ken McVay
Kay C. McWilliams
Cll Schnitker
Emily Balazs
A. D. Whitehurst
Chris Allen
Crystal Presley
Brandon Andrews

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
RESOLUTION 16-76
RESOLUTION 16-76

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, ACCEPTING THE RESULTS OF THE SUPER TUESDAY ELECTION.

WHEREAS, on April 19, 2016, the City conducted its regularly scheduled election for the office of Mayor and Councilperson for Ward 4; and

WHEREAS, on April 22, 2016, the City's Canvassing Board certified the votes given for the offices, and persons specified in that election.

NOW THEREFORE, the City Council for the City of Panama City Beach hereby approves and accepts the results of the Election as follows:

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<tr>
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<td>CAL CHESTER</td>
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<td>KEN NELSON</td>
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<td>MIKE THOMAS</td>
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<td>KEITH CURRY</td>
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<td>ROBERT B. SMITH</td>
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</tr>
<tr>
<td>HECTOR SOLIS</td>
<td>1,232</td>
</tr>
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</table>

THIS RESOLUTION shall become effective immediately upon passage.

PASSED, APPROVED, AND ADOPTED in regular session this ____ day of April, 2016.

CITY OF PANAMA CITY BEACH

By

MIKE THOMAS, MAYOR

ATTEST:

DIANE FOWLER, CITY CLERK
<table>
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<th>Position</th>
<th>Candidate</th>
<th>Total Votes</th>
<th>%</th>
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<th>Abs</th>
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Panama City Beach Council Member, Ward 4

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CONSENT AGENDA

ITEM #2

RESOLUTION 16-73
RESOLUTION 16-73

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING THE PURCHASE OF A TORO WORKMAN HEAVY DUTY UTILITY VEHICLE FROM JERRY PATE TURF & IRRIGATION IN THE AMOUNT OF $20,448.36, 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 Agreement between the City and Jerry Pate Turf & Irrigation, relating to the purchase of one Toro Workman HDX 2WD, in the basic amount of Twenty Thousand Four Hundred Forty Eight Dollars and Thirty Six Cents ($20,448.36), on substantially the terms of the quote attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of __________, 2016.

CITY OF PANAMA CITY BEACH

By: __________________________

Mike Thomas, Mayor

ATTEST:

Diane Fowler, City Clerk
Memorandum

Date: 4/13/2016
To: Mario Gisbert, City Manager
From: Jim Ponek, Parks and Recreation Director
Subject: Toro Heavy Duty Workman Utility Vehicle

Staff advertised bids for the purchase of a new Toro Heavy Duty Workman HDX 2WD. Only one bid was submitted from Jerry Pate Toro in the amount of $20,448.36. The Parks and Recreation budget can sufficiently cover this expense. A suggested motion is provided should the Council choose to award it.

Suggested Motion:

Be it resolved that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement between the City and Jerry Pate Toro for a new Toro Heavy Duty Workman HDX 2WD for the total amount of $20,448.36 with such changes, insertions or omissions as may be approved by the city manager and the execution of such agreement shall be conclusive evidence of such approval.
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<th>Price</th>
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<td>Jerry Pate Toro</td>
<td>301 Schubert Drive</td>
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<td></td>
<td>Pensacola, FL 32504</td>
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<tr>
<td></td>
<td>1-800-700-7001</td>
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</table>
**Jerry Pate Turf & Irrigation**

301 Schubert Drive  
Pensacola, FL 32504  
Ph# (800) 700-7001  
Fax# (850) 484-8596  
www.jerrypate.com

---

**DATE:** April 4, 2016  
**EXPIRATION DATE:** Valid 30 Days

**Prepared By:** Jake Holbrook Ext. 1217  
**Email:** jholbrook@jerrypate.com

**Account Executive:** Tony Morris 850-393-4556 cell  
**Email:** tmorris@jerrypate.com

---

**Proposed Order**

<table>
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<th>Qty</th>
<th>Model #</th>
<th>Description</th>
<th>Unit Price</th>
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<td>Toro Workman HDX 2WD</td>
<td>$20,448.36</td>
<td>$20,448.36</td>
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</table>

---

**Equipment Total:** $20,448.36

---

**Toro Pricing Reflects Florida State Contract # 21100000-15-1**

**Purchase Orders Must Be Made Out To:**  
Wesco Turf, Inc.  
2101 Cantu Court  
Sarasota, FL 34232

---

**Prices Do Not Include Sales Tax or Applicable Documentation Fees**

This is a proposal on the goods named, subject to the following conditions: The prices and terms on this proposal are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All proposals and agreements are contingent on availability of product from the manufacturer. Prices are based on costs and conditions existing on date of proposal and are subject to change without notice. Typographical errors are subject to correction.

To accept this proposal, sign here and return: __________________________ Date: ____________

Thank you, we appreciate your business!
CONSENT AGENDA
ITEM #3
RESOLUTION 16-74
RESOLUTION NO. 16-74

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH
AUTHORIZING TEMPORARY ROAD CLOSURE OF PORTIONS
OF POWELL ADAMS DRIVE, SOUTH PIER PARK DRIVE AND
L.C. HILTON DRIVE AND APPROVING TEMPORARY ROAD
CLOSURE OF PORTIONS OF FRONT BEACH ROAD, ON
SATURDAY, MAY 14, 2016, FOR THE “JEEPIN BEACH JAM”
PARADE.

WHEREAS, the “Jeepin Beach Jam” (the “Event”) is being held on Thursday,
May 12, 2016 through Sunday, May 15, 2016, in Panama City Beach, which will include
a Parade on Saturday, May 14, 2016; and

WHEREAS, the Event necessitates careful traffic control and extraordinary
usage of portions of Powell Adams Drive, Front Beach Road, South Pier Park Drive and
L.C. Hilton Drive in the corporate limits of Panama City Beach.

NOW, THEREFORE, be it resolved by the City of Panama City Beach that:
1. During the hours of 5:00 P.M. and 7:00 P.M. on Saturday, May 14, 2016, the
City of Panama City Beach authorizes the closure of all traffic on portions of Powell
Adams Road, South Pier Park Drive and L.C. Hilton Drive and directs that such traffic
be controlled in accordance with the attached map which accompanies this Resolution; and

2. During the hours of 5:00 P.M. and 7:00 P.M. on Saturday, May 14, 2016, the
City of Panama City Beach approves the closure of all traffic on portions of Front Beach
Road and directs that such traffic be controlled in accordance with the attached map
which accompanies this Resolution.

PASSED, APPROVED AND ADOPTED IN REGULAR SESSION THIS ___ day
of ________________, 2016.

CITY OF PANAMA CITY BEACH

By: ____________________________
    Mike Thomas, Mayor

ATTEST:

______________________________
Diane Fowler, City Clerk
PARADE MAP

CHECK-IN... Walmart Lot & Miracle Strip Lot

TIME ........... 5pm - 7pm

JEEPS #..... 300+
Thanks Jo - It's was a pleasure meeting with you. Below please find details of our event and our proposed parade. Parade map will follow this email.

JEPPIN BEACH JAM May 12-15 2016
Aaron Bessant Park Jeep Vendor Village
Kids Zone with jeep related activities Low level jeep trail (pier park property) north of Aaron Bessant Park.
Live entertainment daily in our 4x4 Saloon located on venue site Drive in movie night for registered jeeps only God & Country with a salute to our military Feasting Todd HERENDIAN - Sunday Venue OFF PROPERTY Show & Shine at Hooters Panama Jack Miss JBJ contest Wicked Wheels, Newbys, Harpoon Harry's Poker Run Hooters, Newbys, Busters Bait & Tackle, FISHALE, wicked wheel CLASSIC & MILITARY JEEP Meet & Greet Pineapple Willies

Our GRAND FINALE JEEP ON,Y PARADE (see map) A jeep only parade featuring 75 years of Jeeps - The parade begins with Todd Herndean singing a patriotic melody followed by A display of military Jeeps and other Jeep service units. Joining them is the Arnold High School Color Guard and Our very own Military HEROS. The parade continues presenting jeeps in decade sequence telling the story of the jeep. Followed by a sample of the remaining registered jeeps and finally bringing up the rear commissioner John Reichard in a fire truck by the Boys and Girls Club Children. Immediately following the parade spectators and jeep right participants gather at Aaron Bessant Park for a FREE concert featuring Mini Kiss a tribute to the band KISS and Great White.

Saturday May 14 2016
4pm Staging set up
5pm Parade starts with
East 350-500 jeeps

Mark Hess 850.258.2633
Ebro Greyhound Park http://www.goebro.com

--- Original Message ----
From: Jo Smith <jsmith@pcgov.com>
To: "mhess@goebro.com" <mhess@goebro.com>
Sent: Wed, Apr 13, 2016, 3:27 PM
Subject: FW: Lane Closure Request on SR 30 (Front Beach Rd.)--5/14

Mark-
I spoke with Mr. Gisbert and he wants the Resolution on the 4/28 meeting and Lisa is good with the timing.

He also asked that you send a request in writing to accompany the map in the Resolution. To make it easier, if you write me something in reply to this email, I can use that for backup.

Let me know if any questions-
CONSENT AGENDA

ITEM #4

RESOLUTION 16-75
RESOLUTION 16-75

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A 3-YEAR AGREEMENT WITH GRASS CUTTERS LAWN & LANDSCAPING OF PC, INC., FOR LANDSCAPE MAINTENANCE SERVICES IN THE ANNUAL AMOUNT OF $59,000, AUTHORIZING EXECUTION, 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 Agreement between the City and Grass Cutters Lawn & Landscaping of PC, Inc., relating to Landscape Maintenance Services for twelve City facilities, in the basic annual amount of Fifty Nine Thousand Dollars ($59,000), in substantially the form of the quote attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of ____________, 2016.

CITY OF PANAMA CITY BEACH

By: ______________________
    Mike Thomas, Mayor

ATTEST:

Diane Fowler, City Clerk
MEMORANDUM

Date: April 20, 2016
To: Mario Gisbert
From: Paul Casto, Public Works Director
Subject: Landscape Maintenance Services Contract

The current landscape maintenance contract expires May 1, 2016 and therefore the City advertised for bids for landscape maintenance services of approximately twelve (12) City facility sites which include: Joan Avenue Lift Station, Lullwater Landscaping Areas, Maggi Still Memorial Park, Police Fire Range, West Bay Tank Site, McElvey Tank Site, Scotts Field, Senior Citizen Center Complex, Wastewater Treatment Plant #1, Reclaimed Tank Site, Police Station and Library. We received three responsive bidders. (see attached bid tab) The low bidder was Grass Cutters Lawn & Landscaping of PC, Inc. We did include additive alternates for fertilizer application to be utilized at the discretion of each department according to their budgets.

This contract will be valid for three (3) years with a chance for a two (2) year renewal at the end of the third year if the City is pleased with the Contractor and their performance.

Staff reviewed the bid documents and recommends that the Council approve the lowest and responsive bidder Grass Cutters Lawn & Landscaping of PC, Inc. be awarded the contract in the amount of $59,000.00 per year.
# Landscape Maintenance Contract

## Panama City Beach

**2:00 P.M. April 19, 2016**

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<tr>
<th>BIDDER</th>
<th>ADDRESS</th>
<th>PUBLIC ENTITY FORM</th>
<th>DRUG FREE FORM</th>
<th>BID BOND</th>
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<tr>
<td><strong>GRASS CUTTERS LAWN &amp; LANDSCAPING OF PC INC.</strong>&lt;br&gt;HARRY LAWRENCE</td>
<td>7520 Nautical Way, Panama City, Florida 32409&lt;br&gt;<a href="mailto:grasscutters0575@aol.com">grasscutters0575@aol.com</a></td>
<td>X</td>
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<td><strong>$59,000.00</strong></td>
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<td><strong>SOUTHEASTERN OUTDOOR MGMT. INC.</strong>&lt;br&gt;KATY HARRELL</td>
<td>3014 Stanford Road, Panama City, Florida 32405&lt;br&gt;850-527-6964</td>
<td>X</td>
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<td><strong>$63,300.00</strong></td>
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<td><strong>GULF COAST ENVIRONMENTAL CONTRACTORS, INC.</strong>&lt;br&gt;KYLE BROWN</td>
<td>1765 E. Nine Mile Road, Suite 1, #110, Pensacola, FL 32514&lt;br&gt;850-776-9712</td>
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<td><strong>$114,214.00</strong></td>
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SECTION 00030

BID PROPOSAL FORM

This proposal of Grasscutters Lawn & Landscaping Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Florida, doing business as Grasscutters Lawn & Landscaping (a corporation, a partnership or an individual), whose Florida contractor's license number is N/A is hereby submitted to the CITY OF PANAMA CITY BEACH (hereinafter called "OWNER").

In compliance with the requirements of the Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the Panama City Beach - Landscape Maintenance Services in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under the CONTRACT DOCUMENTS within ten (10) calendar days after the NOTICE TO PROCEED to be issued by Owner in writing and achieve Substantial Completion of the WORK within 365 consecutive calendar days thereafter. Final Completion of the WORK shall be achieved by BIDDER within the calendar days specified in the General Conditions after the date of Substantial Completion.

BIDDER further agrees to pay as liquidated damages, the sum of $160 for each consecutive calendar day that expires after the Contract Time until Substantial Completion of the WORK is achieved as provided in Section 15 of the General Conditions.
BIDDER acknowledges receipt of the following ADDENDUM:

Addendum No. ________________
Addendum No. ________________
Addendum No. ________________

BASE BID

BIDDER agrees to perform all the WORK described in the CONTRACT DOCUMENTS for the following lump sum: $59,000. (fifty-nine thousand)

The BIDDER proposes and agrees, if this Proposal is accepted, to contract with the OWNER in the required form of the Agreement, Section 00050, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the WORK in full and in accordance with the shown, noted, described and reasonably intended requirements of the CONTRACT DOCUMENTS according to the following schedule:

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]
# BID SCHEDULE

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<th>DESCRIPTION</th>
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<td>B. Edging &amp; Trimming</td>
<td>$650. per year</td>
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<td>C. Pruning &amp; Trimming</td>
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<td><strong>TOTAL</strong></td>
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<tr>
<td>A. Grass Cutting</td>
<td>$2500. per year</td>
<td></td>
</tr>
<tr>
<td>B. Edging &amp; Trimming</td>
<td>$500. per year</td>
<td></td>
</tr>
<tr>
<td>C. Pruning &amp; Trimming</td>
<td>$300. per year</td>
<td></td>
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<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$3300. per year</strong></td>
<td></td>
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<tr>
<td>3.</td>
<td>Maggi Still Memorial Park</td>
<td></td>
</tr>
<tr>
<td>A. Grass Cutting</td>
<td>$1250. per year</td>
<td></td>
</tr>
<tr>
<td>B. Edging &amp; Trimming</td>
<td>$500. per year</td>
<td></td>
</tr>
<tr>
<td>C. Pruning &amp; Trimming</td>
<td>$500. per year</td>
<td></td>
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<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$1300. per year</strong></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Police Fire Range &amp; Fire Department Training Building</td>
<td></td>
</tr>
<tr>
<td>A. Grass Cutting</td>
<td>$2100. per year</td>
<td></td>
</tr>
<tr>
<td>B. Edging &amp; Trimming</td>
<td>$450. per year</td>
<td></td>
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<tr>
<td>C. Pruning &amp; Trimming</td>
<td>$300. per year</td>
<td></td>
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<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$2850. per year</strong></td>
<td></td>
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<tr>
<td>5.</td>
<td>West Bay Tank Site</td>
<td></td>
</tr>
<tr>
<td>A. Grass Cutting</td>
<td>$3950. per year</td>
<td></td>
</tr>
<tr>
<td>B. Edging &amp; Trimming</td>
<td>$1600. per year</td>
<td></td>
</tr>
<tr>
<td>C. Pruning &amp; Trimming</td>
<td>$300. per year</td>
<td></td>
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<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$6550. per year</strong></td>
<td></td>
</tr>
<tr>
<td>No.</td>
<td>Location</td>
<td>Services</td>
</tr>
<tr>
<td>-----</td>
<td>----------------------------------------------</td>
<td>---------------------------------</td>
</tr>
<tr>
<td>6</td>
<td>McElvey Tank Site</td>
<td>A. Grass Cutting</td>
</tr>
<tr>
<td></td>
<td></td>
<td>B. Edging &amp; Trimming</td>
</tr>
<tr>
<td></td>
<td></td>
<td>C. Pruning &amp; Trimming</td>
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<td></td>
<td></td>
<td><strong>TOTAL</strong></td>
</tr>
<tr>
<td>7</td>
<td>Scotts Field</td>
<td>A. Grass Cutting</td>
</tr>
<tr>
<td></td>
<td></td>
<td>B. Edging &amp; Trimming</td>
</tr>
<tr>
<td></td>
<td></td>
<td>C. Pruning &amp; Trimming</td>
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<tr>
<td></td>
<td></td>
<td><strong>TOTAL</strong></td>
</tr>
<tr>
<td>8</td>
<td>Senior Citizen Center Complex including Cypress House</td>
<td>A. Grass Cutting</td>
</tr>
<tr>
<td></td>
<td></td>
<td>B. Edging &amp; Trimming</td>
</tr>
<tr>
<td></td>
<td></td>
<td>C. Pruning &amp; Trimming</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>TOTAL</strong></td>
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<tr>
<td>9</td>
<td>Wastewater Treatment Plant #1</td>
<td>A. Grass Cutting</td>
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<tr>
<td></td>
<td></td>
<td>B. Edging &amp; Trimming</td>
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<tr>
<td></td>
<td></td>
<td>C. Pruning &amp; Trimming</td>
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<tr>
<td></td>
<td></td>
<td><strong>TOTAL</strong></td>
</tr>
<tr>
<td>10</td>
<td>Reclaimed Tank Site</td>
<td>A. Grass Cutting</td>
</tr>
<tr>
<td></td>
<td></td>
<td>B. Edging &amp; Trimming</td>
</tr>
<tr>
<td></td>
<td></td>
<td>C. Pruning &amp; Trimming</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>TOTAL</strong></td>
</tr>
</tbody>
</table>
11. **Police Sub-Station**
   - Grass Cutting: $700.00 per year
   - Edging & Trimming: $465.00 per year
   - Pruning & Trimming: $365.00 per year
   - **TOTAL**: $1530.00 per year

12. **Library**
   - Grass Cutting: $4900.00 per year
   - Edging & Trimming: $3700.00 per year
   - Pruning & Trimming: $900.00 per year
   - **TOTAL**: $9500.00 per year

**ADDITIVE ALTERNATE #1**: Application of fertilizer to individual sites as required in Summary of Work.

Fertilizer (10-10-10 or better) **$3.00** three dollars per lb.
NOTE:

1. BIDS shall be on the basis of a lump sum price, as noted above, and shall be the total compensation to be paid by OWNER for the complete WORK.

2. Bid unit prices and quantities, shall be applicable for any revisions to the WORK (either additions or omissions). In addition, these unit prices and quantities shall be reflected in the Schedule of Values as specified in the General Conditions. All unit prices are understood to include all associated charges for layout, insurance, taxes, field office and supervision, overhead and profit, bonds and miscellaneous items.

3. The OWNER reserves the right to reject any and all bids received.

4. Failure to insert a bid amount for any item in the Bid Schedule will be considered grounds for the OWNER to determine the BID is non-responsive.

5. By submitting this BID, the BIDDER, is deemed to have stipulated and agreed that any and all claims, demands, actions or suits whatsoever, arising under this BID, shall be subjected to the sole and exclusive jurisdiction and venue of the Circuit Court of Bay County, Florida. The BIDDER does agree, by submittal of this BID, that the sole and exclusive jurisdiction and venue in said forum is proper and appropriate since performance of the underlying contract to be awarded is to be accomplished within Bay County, Florida.

Bidder’s Certification

BIDDER certifies that it has thoroughly familiarized itself with and inspected the site and has read and is thoroughly familiar with the CONTRACT DOCUMENTS. Additional site investigation, if deemed necessary by the BIDDER, shall be performed prior to BID submittal at the BIDDER’s sole expense. Bidder certifies that the BID submitted is complete and is sufficient for the Bidder to provide a fully operational and working system in accordance with the CONTRACT DOCUMENTS. Furthermore, BIDDER certifies its understanding that neither the OWNER, PROJECT REPRESENTATIVE, nor ENGINEER shall provide any labor, equipment or materials of any kind, which may be required for the performance of the WORK, unless otherwise specifically directed by OWNER. Likewise, BIDDER certifies that it shall provide all equipment, materials, labor and services necessary to complete the WORK in accordance with the CONTRACT DOCUMENTS whether or not such equipment, material, labor, or service is expressly identified. Such occurrences are deemed subsidiary obligations of the contract for which complete compensation is made under the Lump Sum. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to its BID.
As required, the following documents are submitted with this Bid Proposal:

1. Bid Bond – Section 00040
2. Drug-Free Workplace Programs – Section 0095
3. Public Entity Crimes Statement – Section 00097
4. Certificates of Insurance – Section 00099
5. All acknowledged Addenda

CONTRACTOR:

Grass Cutters Lawn & Landscaping
7620 Neutral Ct
Panama City FL 32409
850 230-0575
Date April 18, 2016

BID PROPOSAL FORM 00030-7
THIS AGREEMENT is made this 1\(^{st}\) day of May, 2016 by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called "OWNER") and GRASS CUTTERS LAWN & LANDSCAPING OF PC INC., doing business as a corporation, having a business address of 7520 Nautical Court, Panama City, Florida 32409 (hereinafter called "CONTRACTOR"), for the performance of the Work (as that terms is defined below) in connection with the construction of "LANDSCAPE MAINTENANCE SERVICES", to be located at Panama City Beach, Florida, in accordance with the Drawings and Specifications prepared by CITY OF PANAMA CITY BEACH, the Engineer of Record (hereinafter called "Engineer") and all other Contract Documents hereafter specified.

OWNER and CONTRACTOR, for the consideration herein set forth, agree as follows:

1. The CONTRACTOR shall furnish, at its sole expense, all supervision, labor, equipment, tools, material, and supplies to properly and efficiently perform all of the work required under the Contract Documents and shall be solely responsible for the payment of all taxes, permits and license fees, labor fringe benefits, insurance and bond premiums, and all other expenses and costs required to complete such work in accordance with this Agreement (collectively the "Work"). CONTRACTOR'S employees and personnel shall be qualified and experienced to perform the portions of the Work to which they have been assigned. In performing the Work hereunder, CONTRACTOR shall be an independent contractor, maintaining control over and having sole responsibility for CONTRACTOR'S employees and other personnel. Neither CONTRACTOR, nor any of CONTRACTOR'S subcontractors or sub-subcontractors, if any, nor any of their respective employees or personnel, shall be deemed servants, employees, or agents of
2. The CONTRACTOR will commence the Work required by the Contract Documents within ten (10) calendar days after the date of the NOTICE TO PROCEED to be issued by OWNER in writing within thirty (30) calendar days from the date of this Agreement. The agreement shall be for a term of three (3) years commencing May, 1, 2016. The City of Panama City Beach will reserve the right to extend the Agreement upon the same terms and conditions for an additional two (2) year period.

3. The CONTRACTOR agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of $177,000, as shown in the BID SCHEDULE, included within the Bid Proposal Form, as said amount may be hereafter adjusted pursuant to the terms of the Contract Documents ("Contract Price").

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

   Section 00010        ADVERTISEMENT FOR BIDS
   Section 00020        INFORMATION FOR BIDDERS
   Section 00030        BID PROPOSAL FORM
   Section 00040        BID BOND
   Section 00050        AGREEMENT
   Section 00060        PERFORMANCE BOND
   Section 00080        NOTICE OF AWARD
   Section 00090        NOTICE TO PROCEED
   Section 00095        DRUG FREE WORKPLACE
   Section 00097        PUBLIC ENTITY CRIMES
   Section 00099        CERTIFICATE OF INSURANCE
Section 00100  GENERAL CONDITIONS
Section 01010  SUMMARY OF WORK

ADDENDA:
No. __, dated _______________, 20__
No. __, dated _______________, 20__
No. __, dated _______________, 20__
No. __, dated _______________, 20__

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

5. The OWNER will pay the Contract Price to the CONTRACTOR in the manner and at such times as set forth in Contract Documents.

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

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

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

If to Owner:
City of Panama City Beach
110 South Arnold Road
Panama City Beach, FL 32413

AGREEMENT 00050-3
ATTENTION: Mario Gisbert, City Manager
Fax No.: (850) 233-5108

If to Contractor:

Grass Cutters Lawn & Landscaping of PC Inc.
7520 Nautical Court
Panama City, Florida 32409
ATTENTION: ___________________
Fax No.: ___________________

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

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

10. 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.

11. 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.

12. 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.

13. For this Project, OWNER has designated a Project Representative to assist OWNER with respect to the administration of this Agreement. The Project Representative to be utilized by OWNER for this Project, shall be Paul Casto, Public Works Director.

14. INSURANCE - BASIC COVERAGEs REQUIRED
The CONTRACTOR shall procure and maintain the following described insurance on policies and with insurers acceptable to OWNER. Current Insurance Service Office (ISO) policies, forms, and endorsements or equivalents, or broader, shall be used where applicable.

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

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

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

Insurance required of the CONTRACTOR or any other insurance of the CONTRACTOR shall be considered primary, and insurance of OWNER shall be considered excess, as may be applicable to claims or losses which arise out of the Hold Harmless, Payment on Behalf of OWNER, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

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

| 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 OWNER an Affidavit stating that it meets all the requirements of Florida Statute 440.02 (15) (d).

COMMERCIAL GENERAL LIABILITY COVERAGE

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

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

AGREEMENT 00050-7
The General Aggregate Limit shall be specifically applicable to this Project. The Completed Operations Liability Coverages must be maintained for a period of not less than three (3) years following OWNER'S final acceptance of the project.

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

BUSINESS AUTOMOBILE LIABILITY COVERAGE

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

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

EXCESS OR UMBRELLA LIABILITY COVERAGE

CONTRACTOR shall purchase and maintain Excess Umbrella Liability Insurance or Excess Liability Insurance on a full occurrence form providing the same continuous coverages as required for the underlying Commercial General,
Business Automobile and Employers’ Liability Coverages with no gaps in continuity of coverages or limits with OWNER added by endorsement to the policy as an additional insured in the same manner as is required under the primary policies, and shall not be less than $10,000,000, each occurrence and aggregate as required by OWNER.

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

(SEAL)

OWNER:
CITY OF PANAMA CITY BEACH, FLORIDA
BY:
NAME: ____________________________ (Please type)
TITLE: ____________________________

ATTEST:
City Clerk

CONTRACTOR:

ATTEST:

NAME: ____________________________________________
ADDRESS: ________________________________________

[END OF SECTION 00050]
REGULAR AGENDA

ITEM #1

ORDINANCE 1383
AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA,
AMENDING AND READOPTING CHAPTER 8 OF THE CITY’S CODE OF
ORDINANCES RELATING TO BUILDINGS AND BUILDING
REGULATIONS; PROVIDING GENERAL REGULATIONS APPLICABLE
TO ALL CONSTRUCTION; PROVIDING FOR INSPECTIONS, PLANS
REVIEW AND THE POWERS OF THE INSPECTIONS DEPARTMENT;
PROVIDING FOR AN EXAMINING BOARD, ITS MEMBERS, DUTIES
AND POWERS TO ISSUE, REVOKE OR SUSPEND CERTIFICATES OF
COMPETENCY; PROVIDING FOR THE ISSUANCE OF CERTIFICATES
OF COMPETENCY TO CONTRACTORS, SETTING FORTH THE
REQUIREMENTS FOR OBTAINING AND RENEWING SUCH
CERTIFICATES; GENERALLY PROVIDING FOR THE ESTABLISHMENT
OF FEES BY THE CITY COUNCIL; ADOPTING A BUILDING
VALUATION TABLE PUBLISHED BY THE INTERNATIONAL CODE
COUNCIL FOR ESTABLISHING PERMIT FEES WHERE NECESSARY;
ADOPTING THE FLORIDA BUILDING CODE AND CERTAIN LOCAL
TECHNICAL AMENDMENTS RELATED TO FLOODPLAIN
MANAGEMENT; ADOPTING THE NATIONAL ELECTRIC CODE,
THE STANDARD PLUMBING CODE, THE STANDARD GAS CODE,
THE STANDARD MECHANICAL CODE, THE AMERICAN FOREST AND
PAPER ASSOCIATION WOOD FRAME CONSTRUCTION MANUAL;
REPEALING THE STANDARD AMUSEMENT DEVICE CODE, THE
STANDARD FOR EXISTING HIGH RISE BUILDINGS, THE STANDARD
FOR PROSCENIUM CURTAINS, AND THE STANDARD UNSAFE
BUILDING ABATEMENT CODE; PROVIDING DEFINITIONS AND
REGULATIONS FOR COASTAL CONSTRUCTION; PROVIDING
REQUIREMENTS FOR THE RELOCATION OF BUILDINGS;
PROVIDING A FISCAL IMPACT STATEMENT; REPEALING THE CITY’S
800 MHZ ORDINANCE; REPEALING ALL ORDINANCES OR PARTS OF
ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; AND
PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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

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

WHEREAS, in the last two years, staff has undertaken to review, reorganize and
update Chapter 8, which efforts have overlapped with staff’s preparation of new
floodplain management regulations and the identification of certain provisions more
appropriately adopted as local technical amendments to the Florida Building Code adopted by the City; and

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

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

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

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

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

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

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

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH:
SECTION 1. From and after the effective date of this ordinance, Chapter 8 of the Code of Ordinances of the City of Panama City Beach, related to Buildings and Building Regulations is hereby repealed in its entirety.

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

Chapter 8 BUILDINGS AND BUILDING REGULATIONS*

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

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

ARTICLE III. EXAMINING BOARD
Sec. 8-46. Created.
Sec. 8-47. Members.
Sec. 8-48. Chairman; secretary; quorum.
Sec. 8-49. Meetings.
Sec. 8-50. Records.
Sec. 8-51. Powers and duties.
Sec. 8-52. Revocation, suspension of certificates of competency.
Sec. 8-53. Appeals.
Secs. 8-54—8-70. Reserved.

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

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

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

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

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

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

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

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

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

Sec. 8-6. Construction site management; site plan required; fencing.
(a) Site plan required. No development order or permit for site work or for the construction of horizontal improvements, vertical buildings or other structures shall be issued without the applicant having furnished in the application therefore a construction site plan (i) illustrating the provision and placement of each of the following elements on or proximate to the construction site and (ii) approved by the City Manager or his designee as complying with this section, meeting the goals and objectives of this section and demonstrating compliance with other applicable law:

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

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

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

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

1. Composition and Maintenance Standards:
   (i) The fencing or landscaping required by this part shall be a minimum of six feet high. Fencing shall be of solid face construction affixed to the ground so as to prevent such fencing from becoming airborne, or alternatively constructed in a manner and of material which the City Manager or his designee determines to be at least as opaque, weather resistant and permanent as the foregoing. Landscaping shall be sufficiently mature and dense so as to be the functional equivalent of a six-foot high, solid face fence.
   (ii) No fence or landscaping required by this section may be constructed or situated within the public right-of-way so as to obstruct the field of view or way of travel for drivers or pedestrians.
   (iii) Fences must be repaired and at all times maintained intact around the entire perimeter of the site in a neat, orderly, clean and sound condition. Landscaping must be kept in a neat dense and healthy condition.

2. Performance Standards:
   (i) Certain construction matters. Trash receptacles, portable toilet facilities, and the staging or lay-down area for construction equipment and materials shall be fenced or placed, or both, on the construction site so as to be not visible by a pedestrian standing within the vehicular right-of-way of any Scenic Corridor.
   (ii) Construction sites generally. The entire perimeter of all construction sites and support areas shall be fenced, or screened with landscaping, or a combination of both, so as to prevent spill-over of construction activity, including dust, dirt and debris, onto a public right of way or adjacent property, and to reasonably screen construction and construction activity from the view of a pedestrian standing within the vehicular right-of-way of any Scenic Corridor. Notwithstanding the forgoing, the areas which have been
designated as points of access pursuant to Section 4.04.01 of the City's Land Development Code are exempt from this requirement.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II. INSPECTIONS DEPARTMENT
Sec. 8-26. Created; jurisdiction.
There is hereby created an inspections department which shall have jurisdiction and control over the construction, alteration, repair, equipment, use, occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached thereto within the corporate limits of the city.

Sec. 8-27. Personnel.

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

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

Sec. 8-29. Inspections.
Inspectors or their duly authorized assistants or representatives shall have the right during any reasonable hour, to enter into or upon any building, lot or premises in the discharge of their official duties.
for the purpose of making any inspection or test as might be required to insure compliance with this chapter. When necessary, the chief inspector or his duly authorized assistant or representative may institute appropriate proceedings to obtain an inspection warrant.

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

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

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

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

Sec. 8-33. Permit application.
(a) An application for the permit required by the provisions of this division, describing the work to be done, shall be made in writing to the building official by the person undertaking the work and the permit, when issued, shall be to such applicant. The person making application for the permit shall, when required by the building official, file with him complete plans and specifications for the work to be performed, showing all details as may be necessary to determine whether the work as described will be in conformity with the requirements of this article.
(b) The permit, when issued, shall be for the work described in the application and no deviation shall be made from the installation so described without approval of the building official. Applicants for permits shall show the name of the occupant or name of the property owner, the name of the contractor who is to do the work, the exact location of the premises by number of lock, lot and house or other good and sufficient description, a clear description of the work to be done and the number of fixtures, circuits and other apparatus.
(c) The person making application for a permit on any building that has been moved or relocated or has a change of occupancy or reoccupied after vacated shall verify that the building is structurally sound before a permit is issued for the building.

Sec. 8-34. Persons eligible to obtain permits.
A permit required by the provisions of this Chapter shall be issued only to licensed contractors, and to homeowners who meet the requirements of Section 8-73.

Sec. 8-35. Examination of applicants for homeowner’s permits.
Examination of applicants for homeowner’s permits shall be undertaken by the building official or his assistant.

Sec. 8-36. Duration of permits.
Permits issued under this part shall be invalid if work is not started within sixty (60) days after date of issue and shall be invalid if work has once begun and then stopped for a period of six (6) months.

Sec. 8-37. Notice when work ready for inspection; inspection.
(a) When work for which a permit has been obtained is ready for inspection, notice stating the location of the work and the name of the owner shall be given to the chief building inspector or his duly authorized representatives at his office by the contractor or homeowner serving as his own contractor to whom the permit was issued or by the homeowner doing the electrical installation.
(b) Notice to inspect work must be in the office of the chief building inspector, for morning inspections, before 4:00 p.m. the preceding day and for afternoon inspections, before 12:00 noon the same day. A period of forty-eight (48) hours, exclusive of Saturdays, Sundays and holidays, may be required in which to make inspection and report.
(c) As soon as possible after receiving notice that work is ready for inspection, the chief building inspector or his duly authorized representatives will inspect and test the work in a manner necessary to satisfy the inspector that the work has been installed in a proper and workmanlike manner and in accordance with the provisions of this article.
(d) In cases of large or complicated installations, the work may be inspected and tested in sections at the option of the chief building inspector or his duly authorized representatives.
Sec. 8-38. Plumbing to be installed before wiring inspected.
All plumbing and other piping or tube work must be in place before the electrical wiring is inspected and no such wiring will be considered as complete until all such plumbing or piping is in place.

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

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

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

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

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

Sec. 8-46. Created.
There is hereby created the examining board of the city.

Sec. 8-47. Members.
(a) The examining board of the City of Panama City Beach, Florida, shall consist of seven (7) members, as follows:
(1) A master electrician who is engaged in the profession and who holds a valid master electrician's certificate in the city;
(2) A master gas fitter who is engaged in the profession and who holds a valid master gas fitter's certificate in the city;
(3) A master air conditioning mechanic who is engaged in the profession and who holds a valid master air conditioning mechanic's certificate in the city;
(4) A master plumber who is engaged in the profession and who holds a master plumber's certificate in the city;
(5) Two members from the field of general construction; and
(6) A qualified elector in the city, preferably not from the field of general construction or any profession regulated by this chapter.
(b) The board shall be appointed by the City Council as outlined below:
(1) The first and second members above shall be appointed for a term of three (3) years for the first term;
(2) The third and fourth members above shall be appointed for a term of two (2) years for the first term; and
(3) The fifth, sixth and seventh members above shall be appointed for a term of one (1) year for the first term.
(c) Terms shall expire and new appointments shall be effective on July 22, provided that all members shall serve until their successors are duly qualified and appointed. After the first term, all members shall be appointed for a term of three (3) years.

Sec. 8-48. Chairman; secretary; quorum.
The senior member of the board shall act as chairman. The city manager, or his designated representative, shall serve as secretary to the board. Any four (4) members shall constitute a quorum with an elected chairman pro tem in the absence of the regular chairman.

Sec. 8-49. Meetings.
Regular meetings of the examining board shall be held at the George C. Cowgill Annex at least once each month at such times as the board may by rule, from time to time, establish. Special meetings of the board may be called by the chairman or three (3) members of the board at other times and places.

Sec. 8-50. Records.
The examining board shall keep in the office of the inspection department a record for each trade or profession in which shall be recorded the names and addresses of each applicant for a certificate, the date of filing application, the final action of the board upon each application, the date of such action, whether the granting of a certificate was made with or without examination, date and action of the board in revocation or suspension proceedings, and the signatures of the members of the board participating in any action.

Sec. 8-51. Powers and duties.
The powers and duties of the examining board shall include the following:
(1) To prescribe forms for applications for examinations, certificates of competency, permits, stationery, records, notices of violation and such other documents as it shall deem necessary for the conduct of its business;
(2) To prepare, conduct and grade or designate written examinations of applicants for certificates of competency;
(3) To prepare or designate a basic written examination of homeowner applicants for permits under section 8-35, and to establish a passing score of such examinations;
(4) To give notices of hearings and conduct hearings upon charges of violation of the provisions of this chapter by any person subject to the provisions of this chapter;
(5) To discipline any contractor, journeyman or other person found by the board to have violated any of the provisions of this chapter;
(6) To hear the appeal of any persons who may be aggrieved by any ruling or order of the chief building official or any inspector. Notice of appeal shall be filed with the secretary to the board within thirty (30) days after the ruling or order from which the appeal is taken. The board shall as soon as may be practicable conduct a hearing at which the city official and the aggrieved party shall be entitled to present evidence and cross-examine witnesses. All testimony shall be under oath and shall be electronically recorded. Either party may be represented by an attorney-at-law. The aggrieved party shall carry the burden of establishing by greater weight of the evidence that the ruling and order of the chief building official or any inspector was arbitrary, unauthorized, or otherwise unfounded. The hearing need not be conducted in accordance with the formal rules relating to evidence and witnesses but fundamental due process shall be observed and govern the proceedings. Any relevant evidence shall be admitted if the board finds it competent and reliable. The board of examiners shall make findings of fact based on evidence of record. Based upon this fact finding determination, the board of examiners shall approve, reverse or modify the decision of the building official or inspector. The aggrieved party shall be entitled to have the final decision of the board reviewed by certiorari in the Circuit Court for Bay County, Florida, upon the filing of an appropriate pleading.
(7) To satisfy itself as to character and integrity of each applicant for a certificate of competency, by requiring such pertinent information as it may deem necessary; and
(8) To enforce provisions of this chapter wherever required or authorized.
(9) The examining board shall constitute and sit ex officio as circumstances may require, as the board of construction examiners, the board of electrical examiners, the board of plumbing examiners, the board of gas examiners, or the board of air conditioning examiners, and as such shall follow the uniform procedures specified in sections 8-46 through 8-53.

Sec. 8-52. Revocation, suspension of certificates of competency.
(a) The board of examiners shall suspend or revoke any contractor's, master's, or journeyman's certificate of competency, if one (1) or more of the following grounds shall exist:
(1) Misrepresentation of any material fact in the application for a certificate or for a permit;
(2) Performance of work in a negligent, incompetent or unworkmanlike manner;
(3) Contracting in a name other than registered with the general building inspector;
(4) Abandonment of any contract for the performance of work without legal grounds;
(5) Diversion of property or funds received pursuant to contract for work;
(6) Departure from the plans and specifications of any contract for work or accompanying application for permit without the consent of the party for whom the work is being performed;
(7) Misrepresenting the requirements of this article regulating work in order to obtain or increase the scope of the work in any contract of construction work;
(8) Failing to report to the general building inspector or his assistants or attempting to conceal the violation of any provision of this article;
(9) Failing to report to the general building inspector or his assistants or attempting to conceal the violation of any provision of this article by any contractor;
(10) Pledging or loaning his certificate to any person when not actively associated with that person in the performance of the work authorized by the certificate;
(11) Default in payment either for labor or materials resulting in a lien being placed against a piece of property in question and the lien remaining unsatisfied for a period of sixty (60) days or more; or
(12) Default in payment either for labor or materials resulting in a judgment being obtained or filed against the building, general or residential contractor and the judgment remaining unsatisfied for a period of sixty (60) days or more.
(13) Violation of any applicable provision of Section 489.129 Florida Statutes (2015-2003).
(14) Violation of any applicable provision of Section 455.227 Florida Statutes (2015-2003).
(b) Any contractor, master or journeyman who shall violate, or assist in violating, any of the provisions of this article, may, upon conviction thereof, have his certificate of competency suspended for not less than (30) days for the first offense, and for repeated offenses, may have his certificate of competency suspended for a longer period than thirty (30) days or have the same canceled or revoked by the board of examiners upon the recommendation of the building official.
(c) Any time the building official or his assistants shall ascertain any of the grounds for revocation or suspension may exist or there is filed with the board of examiners the complaint of any person alleging the existence of any such grounds, it shall be his or their duty to make a full, fact-gathering investigation and file with the board of examiners a written report thereof, together with a statement as to the existence of probable cause for suspension or revocation, and if the board ascertains that such probable cause exists, the board shall conduct a hearing thereon, after notice.
(d) At any time the report of the building official or his assistants shall show the existence of probable cause for suspension or revocation, the building official or his assistants shall serve upon the alleged violator a notice of the alleged grounds for suspension or revocation and the time, date and place of a hearing before the board thereupon. The notice shall be served not less than ten (10) nor more than thirty (30) days prior to such hearing. The alleged violator shall have the right to appear at the hearing, be represented by counsel, produce evidence and cross-examine witnesses. A record shall be kept of the hearing.
(e) Each case before the examining board shall be presented by the building official or his designee. The hearing need not be conducted in accordance with the formal rules relating to evidence and witnesses but fundamental due process shall govern the proceedings. Any relevant evidence shall be admitted if the board finds it competent and reliable, regardless of the existence of any common law or statutory rule to the contrary. The board may take testimony from the general building inspector and the alleged violator. Each party shall have the right to call and examine witnesses, to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues; to impeach any witness; and rebut the evidence against him.
(f) The board shall make findings of facts based on evidence of record. The fact-finding determination of the board shall be limited to whether the violation alleged did occur, and if so, whether the person named in the notice is responsible for that violation. If, after the hearing, the board of examiners shall determine that one (1) or more of the noticed grounds for suspension or revocation exist, it shall enter a written order signed by the chairman suspending or revoking the certificate of competency of the violator. Such order shall, at a minimum, contain the following:
(1) A clear statement of the violations charged;
(2) A clear statement of the factual basis for the charges;
(3) Evidence that the violator was given notice of the charges, and of an opportunity to appear and present evidence and testimony regarding the charges;
(4) Findings of fact made by the board of examiners;
(5) Conclusions of law which demonstrate that the facts alleged constitute violations of Sections 489.129 or 455.227 Florida Statutes (2015-2003) or of this ordinance.
(6) A statement of the penalty imposed against the violator's certificate of competency.
(7) A recommendation to the Construction Industry Licensing Board for action to be taken against the state registration.
(8) A clear statement informing the violator of the right to appeal the action against his or her certificate of competency, and of the right of the violator to challenge the recommendation to the Construction Industry Licensing Board.
Any order suspending or revoking a certificate of competency may also assess against such violator the reasonable investigative and legal costs for the prosecution of the violation which shall bear interest at the rate provided for judgments in the circuit court and may be enforced as provided by law.

A copy of such order shall be forwarded to the Construction Industry Licensing Board.

After such revocation, a new certificate of competency may not be issued to any such violator for a period of up to one (1) year, at the discretion of the board of examiners.

After such a revocation, a new certificate of competency shall be issued only after the applicant passes the required examination and all investigative and legal costs assessed against the violator plus interest are paid in full.

Regardless of the term of any such suspension stated in the order, the suspension shall continue until all investigative and legal costs assessed against the violator plus interest are paid in full. In the event any certificate of competency remains suspended for more than 365 days, it shall be deemed revoked and a new certificate shall be issued only after the applicant passes the required examination and all investigative and legal costs assessed against the violator plus interest are paid in full.

Sec. 8-53. Appeals.

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

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

ARTICLE IV. CONTRACTORS

Sec. 8-71. Definitions.

The following words and phrases, as used in this division, shall have the meanings respectively ascribed to them:

Construction business or construction work shall mean any business or work which falls within the scope of the building code adopted in section 8-115.

Contractor shall mean and include any person who in any capacity undertakes, offers to undertake, purports to have the capacity to undertake or accepts an order or contract either on a fixed sum, cost plus a percentage, a fixed fee or any combination thereof or submits a bid to construct, repair, alter, remodel, demolish, add to, subtract from or improve any building or structure, including related improvements to real estate, for others or for resale to others, including any person who, for a salary, fixed fee, wages by the day or for any other compensation, agrees with the owner, tenant, occupant or agent of any real estate to do any of the foregoing acts or to have the same done when any part of such work shall be compensation for the supervision, direction or inspection, but shall not include any persons employed by any such owner, tenant, occupant or agent to perform unskilled labor only under the direction of such owner, tenant, occupant or agent. For purposes of this Article, contractor shall not mean Electrical Contractors Plumbing Contractors, Gas Fitters; or Air Conditioning Mechanics as those contractors are defined herein.

Building contractor shall mean a contractor whose services are limited to construction of commercial buildings and single-dwelling or multiple-dwelling residential buildings, which commercial or residential buildings do not exceed three (3) stories in height, and accessory use structures in connection therewith or a contractor whose services are limited to remodeling, repair or improvement of any size building if the services do not affect the structural members of the building.

General contractor shall mean a contractor who may contract or perform for any activity requiring licensure under this part.

Residential contractor shall mean a contractor whose services are limited to construction, remodeling, repair or improvement of one-family, two-family, or three-family residences not exceeding two (2) stories in height and accessory use structures in connection therewith.
Sign contractor shall mean a contractor whose services are limited to the creation, installation or application of a non-electrical sign onto any building or structure. 

Specialty contractor shall mean a contractor whose services are limited to the performance of specialized building trades and crafts which are incidental to a particular phase of construction, and whose job scope does not substantially correspond to one of the contractor categories listed in this section.

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

Journeyman electrician shall mean a person who performs the manual work of installing or repairing electrical wiring and apparatus. 

Master electrician shall mean a person who assumes responsible charge and direction of other persons in the installation and repair of electrical wiring and apparatus.

Journeyman plumber shall mean a person who performs the manual work of installing plumbing. 

Master plumber shall mean a person who assumes responsible charge and direction of other persons in the installation of plumbing. 

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

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

Journeyman gas fitter shall mean a person who performs the manual work of installing or repairing gas piping and appliances. 

Master gas fitter shall mean a person who assumes responsible charge and direction of other persons in the installation or repair of gas piping and appliances. 

Class A air conditioning contractor shall mean any person whose services are unlimited in the execution of contracts requiring the experience, knowledge and skill to install, maintain, repair, fabricate, alter, extend or design, when not prohibited by law, central air conditioning, refrigeration, heating and ventilating systems, including duct work in connection with a complete system only to the extent such duct work is performed by the contractor as is necessary to make complete an air-distribution system, boiler and unfired pressure vessel systems, and all appurtenances, apparatus or equipment used in connection therewith and to install, maintain, repair, fabricate, alter, extend or design, when not prohibited.
by law, piping, insulation of pipes, vessels and ducts, pressure and process piping, pneumatic control piping, and installation of a condensate drain from an air conditioning unit to an existing safe waste or other approved disposal other than a direct connection to a sanitary system. The scope of work for any such contractor shall also include any excavation work incidental thereto, but shall not include any work such as liquefied petroleum or natural gas fuel lines within buildings, potable water lines or connections thereto, sanitary sewer lines, swimming pool piping and filters or electrical power wiring.

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) It shall be unlawful for any person to work in the city as a journeyman air conditioning mechanic without obtaining a valid journeyman air conditioning mechanic's certificate of competency.
Sec. 8-73. Exemption from certification requirements for homeowners.
The certification requirements of this chapter shall not apply to a homeowner or prevent him from performing any work regulated by this chapter, provided the work is done by the homeowner and used exclusively by him or his family. The privilege extended to a homeowner herein does not convey any right to violate any provisions of this chapter nor shall it be construed as exempting any such homeowner from demonstrating basic knowledge of the work to be performed by successfully completing a written examination as provided in this chapter, or from obtaining a permit or paying the required fees therefor.

Sec. 8-74. Requirements for obtaining certificate of competency.
(1) No contractor shall be issued a certificate of competency by the building official until such person shall file an application therefor and:
   (a) Shall pay one (1) of the following charges:
      1. If the contractor maintains a permanent business location or branch office within the city or transacts any business in interstate commerce and is not exempted from license taxation by Art. I, § 8, U.S. Const., he shall pay the appropriate occupational license tax for his class of contractors, as set forth in section 14-29(71) plus a registration fee of Fifty dollars ($50.00); or
      2. If the contractor is not subject to the payment of occupational license tax under subsection (a), he shall pay only the registration fee of Fifty dollars ($50.00);
   (b) Shall furnish the city with a bond which meets the requirements of section 8-77; and
   (2) With respect to a building, general or residential contractor, or has in his employ one (1) of the following:
      a. A person who is a state certified building, general or residential contractor, as appropriate;
      b. A person who is a state registered building, general or residential contractor, as appropriate, and who has successfully completed the written examination for his particular field required by section 8-75.1 within four (4) years preceding the filing of the application for a Certificate of Competency; or
      c. A person who is a state registered building, general or residential contractor, as appropriate, and who has successfully completed the written examination for his particular field required by section 8-75.1 more than four (4) years preceding the filing of the application for a Certificate of Competency and who demonstrates to the board an acceptable level of expertise by interview or supplemental examination. In conducting such an interview or preparing such examination, the board shall consider at a minimum the following:
         (i) The applicant's length and extent of service in the trade;
         (ii) Whether the applicant has been continuously engaged in the trade since his examination;
         (iii) The amount and nature of work in the trade performed by the applicant during the two (2) years immediately preceding his application; and
         (iv) The applicant's knowledge of relevant codes, especially changes in such codes since his examination.
   (2)(4) With respect to a sign contractor only, is or has in his employ one (1) of the following:
      a. A person who is a state registered sign contractor, if such registration is available, and who has successfully completed the written examination for his particular field required by section 8-75.2 within four (4) years preceding the filing of the application for a Certificate of Competency; or
      b. A person who has been actively engaged as a sign contractor within the City for a period of four (4) consecutive years immediately preceding June 8, 2000, provided the application for a Certificate of Competency is made within six (6) months after June 8, 2006. For certification under this part, applicant must provide demonstrable evidence of continuous employment as a sign contractor.
   (4)(5) With respect to a specialty contractor only, is or has in his employ one (1) of the following:
      a. A person who is a state registered contractor in the specialty for which a Certificate of Competency is sought, if such state registration is available, and whose has successfully
completed the written examination for his particular field required by section 8-75.3 within four (4) years preceding the filing of the application for a Certificate of Competency; or

b. A person who has been actively engaged as a specialty contractor within the City for a period of four (4) consecutive years immediately preceding filing of an application for a certificate of competency and who demonstrates to the Board an acceptable level of expertise by interview or other examination.

(5) **With respect to an electrical contractor only**, is or has in his employ one (1) of the following:

a. A person who is a state certified electrical contractor;

b. A person who is a state registered electrical contractor and who has successfully completed the written examination for master electrician's certificate of competency required by section 8-75.4 within four (4) years preceding the filing of the application for a certificate of competency; or

c. A person who is a state registered electrical contractor and who has successfully completed the written examination required by section 8-75.4 more than four (4) years preceding the filing of the application for a certificate of competency and who demonstrates to the Board an acceptable level of expertise by interview or supplemental examination. In conducting such an interview or preparing such examination, the Board shall consider at a minimum the following:

(i) The applicant's length and extent of service in the trade;

(ii) Whether the applicant has been continuously engaged in the trade since his examination;

(iii) The amount and nature of work in the trade performed by the applicant during the two (2) years immediately preceding his application; and

(iv) The applicant's knowledge of relevant codes, especially changes in such codes since his examination.

(6) **With respect to a plumbing contractor only**, is or has in his employ one (1) of the following:

a. A person who is a state certified plumbing contractor;

b. A person who is a state registered plumbing contractor and who has successfully completed the written examination for master plumber's certificate of competency required by section 8-75.5 within four (4) years preceding the filing of the application for a certificate of competency; or

c. A person who is a state registered plumbing contractor and who has successfully completed the written examination required by section 8-75.5 more than four (4) years preceding the filing of the application for a certificate of competency and who demonstrates to the Board an acceptable level of expertise by interview or supplemental examination. In conducting such an interview or preparing such examination, the Board shall consider at a minimum the following:

(i) The applicant's length and extent of service in the trade;

(ii) Whether the applicant has been continuously engaged in the trade since his examination;

(iii) The amount and nature of work in the trade performed by the applicant during the two (2) years immediately preceding his application; and

(iv) The applicant's knowledge of relevant codes, especially changes in such codes since his examination.

(7) **With respect to a [gas contractor or master gas fitter],** is or has in his employ one (1) of the following:

a. A person holding a valid state license to install liquefied petroleum gas piping and appliances, pursuant to F.S. Ch. 527;

b. A person who has successfully completed the examination for a master gas fitter's construction certificate of competency required by section 8-75.6 within four (4) years preceding the filing of the application for a certificate of competency; or

c. A person who has successfully completed the examination for a master gas fitter's construction certificate of competency required by section 8-75.6 more than four (4) years preceding the filing of the application for a certificate of competency and who
demonstrates to the board an acceptable level of expertise by interview or supplemental examination. In conducting such an interview or preparing such examination, the board shall consider at a minimum the following:

(i) The applicant's length and extent of service in the trade;
(ii) Whether the applicant has been continuously engaged in the trade since his examination;
(iii) The amount and nature of work in the trade performed by the applicant during the two (2) years immediately preceding his application; and
(iv) The applicant's knowledge of relevant codes, especially changes in such codes since his examination.

(8) With respect to a [master] air conditioning mechanic, is or has in his employ one (1) of the following:

a. A person who is a state certified air conditioning contractor;

b. A person who is a state registered air conditioning contractor* and who has successfully completed the written examination for master air conditioning mechanic required by section 8-319 within four (4) years preceding the filing of the application for a certificate of competency; or

c. A person who is a state registered air conditioning contractor and who has successfully completed the written examination required by section 8-75.7 more than four (4) years preceding the filing of the application for a certificate of competency and who demonstrates to the board an acceptable level of expertise by interview or supplemental examination. In conducting such an interview or preparing such examination, the board shall consider at a minimum the following:

(i) The applicant's length and extent of service in the trade;
(ii) Whether the applicant has been continuously engaged in the trade since his examination;
(iii) The amount and nature of work in the trade performed by the applicant during the two (2) years immediately preceding his application; and
(iv) The applicant's knowledge of relevant codes, especially changes in such codes since his examination.

Sec. 8-75.1 Certification examination, building, general or residential contractor.

(a) A person desiring to be examined by the city for a certificate of competency as a building, general or residential contractor shall make written application to the board of construction examiners and shall pass the examination the board shall require, which examination shall demonstrate whether the applicant is qualified to work at the level for which he has applied. If the board of construction examiners designates another agency to administer this examination, the fee and schedule for that examination shall be as set by that agency.

(b) A person applying for examination for a certificate of competency as a building or general contractor must have a minimum of four (4) years' work experience in the field of construction work or two (2) years of such experience and a degree directly related to construction work from a recognized college. A person applying for examination for a certificate of competency as a residential contractor must have a minimum of two (2) years' work experience in the field of construction work or one (1) year of such experience and a degree directly related to construction work from a recognized college or university. For purposes of this subsection, work experience in the field of construction work shall be demonstrated by each applicant through presentation of letters of recommendation from his former employers, which letters shall be acknowledged in the presence of a notary public. The work experience of each applicant shall be verified. Educational qualifications shall be evidenced by a certificate from the school or college under its seal.

Sec. 8-75.2. Certification examination—Sign contractor.

(a) A person desiring to be examined by the city for a certificate of competency as a sign contractor shall make written application to the board of construction examiners and shall pass the examination the board shall require, which examination shall demonstrate whether the applicant is qualified to work at the
level for which he has applied. If the board of construction examiners designates another agency to administer this examination, the fee and schedule therefor shall be as set by that agency.

(b) A person applying for examination for a certificate of competency as a sign contractor must have a minimum of two (2) years' work experience in sign work or one (1) year of such experience and evidence of satisfactory completion of an educational curricula in the field for which he has applied. For purposes of this subsection, work experience in the field of sign work shall be demonstrated by each applicant through presentation of letters of recommendation from his former employers, who shall themselves be certified as contractors, which letters shall be acknowledged in the presence of a notary public. The work experience of each applicant shall be verified. Educational qualifications shall be evidenced by a certificate from the school or college under its seal.

Sec. 8-75.3. Certification examination--Specialty contractor.
(a) A person desiring to be examined by the city for a certificate of competency as a specialty contractor shall make written application to the board of construction examiners and shall pass the examination the board shall require for that specialty, which examination shall demonstrate whether the applicant is qualified to work at the level for which he has applied. If the board of construction examiners designates another agency to administer this examination, the fee and schedule therefor shall be as set by that agency.

(b) A person applying for examination for a certificate of competency as a specialty contractor must have a minimum of two (2) years' work experience in the specialty or one (1) year of such experience and evidence of satisfactory completion of an educational curricula in the field for which he has applied. For purposes of this subsection, work experience in the field of the specialty shall be demonstrated by each applicant through presentation of letters of recommendation from his former employers, who shall themselves be certified as contractors, which letters shall be acknowledged in the presence of a notary public. The work experience of each applicant shall be verified. Educational qualifications shall be evidenced by a certificate from the school or college under its seal.

Sec. 8-75.4. Certification examination--electrician.
(a) A person desiring to be examined by the city for a master or journeyman electrician's certificate of competency shall make written application to the board of electrical examiners and shall pass the examination the board shall require, which examination shall demonstrate whether the applicant is qualified to work at the level for which he has applied. If the board of electrical examiners designates another agency to administer these examinations the fees and schedule therefor shall be as set by that agency.

(b) A person applying for examination for a master electrician's certificate of competency must have had a minimum of four (4) years' work experience as a journeyman electrician or have a degree in electrical engineering from a recognized college plus two (2) years' work experience in the electrical field. For purposes of this subsection, work experience in the field of electrical work shall be demonstrated by each applicant through presentation of letters of recommendation from his former employers, who shall themselves be certified as master electricians, which letters shall be acknowledged in the presence of a notary public. The work experience of each applicant shall be verified. Educational qualifications shall be evidenced by a certificate from the school or college under its seal. A person applying for examination for a journeyman electrician's certificate of competency must have had a minimum of two (2) years' work experience in the field of electrical works, which experience shall be verified.

Sec. 8-75.5. Certification examination--plumber.
(a) A person desiring to be examined by the city for a master or journeyman plumber's certificate of competency shall make written application to the board of plumbing examiners and shall pass the written examination the board shall require, which examination shall demonstrate whether the applicant is qualified to work at the level for which he has applied. If the board of plumbing examiners designates another agency to administer these examinations, the fees and schedule therefor shall be as set by that agency.

(b) Before any person may make application for an examination for a master plumber's certificate of competency, he must have a minimum of four (4) years' work experience as a journeyman plumber, or
have a degree in plumbing from a recognized college plus two (2) years' work experience in the plumbing field. For purposes of this subsection, work experience in the field of plumbing work shall be demonstrated by each applicant through presentation of letters of recommendation from his former employers, who shall themselves be certified as master plumbers, which letters shall be acknowledged in the presence of a notary public. The work experience of each applicant shall be verified. Educational qualifications shall be evidenced by a certificate from the school or college under its seal. Before any person may make application for an examination for a journeyman plumber's certificate of competency, he must have a minimum of two (2) years' work experience in the field of plumbing work, which experience shall be verified.

Sec. 8-75.6. Certification examination—gas fitter.
(a) A person desiring to be examined by the city for a master or journeyman gas fitter's certificate of competency shall make written application to the board of gas examiners and shall pass the written examination the board shall require, which examination shall demonstrate whether the applicant is qualified to work at the level for which he has applied. If the board of gas examiners designates another agency to administer these examinations, the fees and schedules therefor shall be as set by that agency. There shall be two (2) classes of master gas fitter's certificates of competency:
(1) A master gas fitter's construction certificate of competency, which shall authorize a person to plan, lay out and supervise gas installation and construction work;
(2) A master gas fitter's construction and operating certificate of competency, which shall authorize a person to plan, lay out, supervise and manage L.P. Gas or natural gas installations.
(b) An applicant for either class of master gas fitter's certificates of competency shall have a minimum of four (4) years' work experience in the installation or management of L.P. gas or natural gas installations, whichever is appropriate to the class of gas fitter for which he seeks certification, or a degree in gas fitting from a recognized college plus two (2) years' work experience in such gas installations. For purposes of this subsection, work experience in the field of gas installations shall be demonstrated by each applicant through presentation of letters of recommendation from his former employers, who shall themselves be certified as master gas fitters, which letters shall be acknowledged in the presence of a notary public. The work experience of each applicant shall be verified. Educational qualifications shall be evidenced by a certificate from the school or college under its seal. Before any person may make application for examination for a journeyman gas fitter's certificate of competency, he must have a minimum of two (2) years' work experience in the installation and repairing of gas piping and appliances, which experience shall be verified.

Sec. 8-75.7. Certification examination—air conditioning mechanic.
(a) A person desiring to be examined by the city for a master or journeyman air conditioning mechanic's certificate of competency shall make written application to the board of air conditioning examiners and shall pass the written examination the board shall require, which examination shall demonstrate whether the applicant is qualified to work at the level for which he has applied. The examination shall be given at such time as the board shall determine. If the board of air conditioning examiners designates another agency to administer these examinations, the fees and schedule therefor shall be as set by that agency.
(b) Before any person may make application for examination for any class of a master air conditioning mechanic's certificate of competency, he must have a minimum of four (4) years' work experience as a journeyman air conditioning mechanic or have a degree in air conditioning from a recognized college, plus two (2) years' work experience in the field of air conditioning work. For purposes of this subsection, work experience in the field of air conditioning work shall be demonstrated by each applicant through presentation of letters of recommendation from his former employers, who shall themselves be certified as master air conditioning mechanics, which letters shall be acknowledged in the presence of a notary public. The work experience of each applicant shall be verified. Educational qualifications shall be evidenced by a certificate from the school or college under its seal. Before any person may make application for examination for a journeyman air conditioning mechanic's certificate of competency, he must have a minimum of two (2) years' work experience in the field of air conditioning work, which experience shall be verified.
Sec. 8-76. Expiration and Renewal of Certificate of Competency.
(a) All certificates of competency for building, general, or residential, sign or specialty contractors shall expire on September 30 next following the one year anniversary of the date of issuance.
(b) Any holder of a certificate of competency shall be entitled, during the month of September, to a renewal certificate for the next two (2) succeeding years upon payment to the building official of a renewal fee of Fifty dollars ($50.00), of Fifteen dollars ($15.00).
(c) Any holder of a certificate of competency which has expired solely for failure to renew may obtain a replacement certificate at any time within two (2) years after expiration thereof upon payment to the building official of a replacement fee of Fifty dollars ($50.00) per year of being in arrears. After two (2) years but no longer than four (4) years, any holder of a certificate which has expired solely for failure to renew may obtain at the City's discretion, a replacement certificate upon payment to the building official of a replacement fee of Fifty dollars ($50.00) per year of being in arrears. One-Hundred-Dollars ($100.00).

Sec. 8-77. Bond.
(a) Before obtaining a certificate of competency as a building, general or residential contractor, or a renewal thereof, a person the applicant shall execute a bond in the sum of five thousand dollars ($5,000.00) with a responsible surety company authorized to do business in the state, conditioned to protect the city or the owner of premises against all loss or damage occasioned by the negligence of the principal therein failing to promptly execute and protect all work done by such principal or his employees or under his direction or supervision and from all damage occasioned by or arising in any manner from any such work done by him or his employees or under his direction or supervision, which is not caused by the negligence of the city, its agent or employees and conditioned further, that the principal therein will keep and observe all provisions of this Code and other ordinances at any time enacted by the city relating in any way to construction work.
(b) The bond required by this section shall be approved by the city clerk treasurer before the same becomes effective, and may be sued on by the city, and in cases of the owners of premises damaged by any such work, the owners shall be authorized to bring suit in any court of competent jurisdiction in the name of the city, for their use and benefit; provided, however, that in any action by the owners of the premises damaged, the same shall not involve the city to any expense whatsoever.
(c) The bond required by this section shall expire on September 30 next following the one year anniversary of the date of issuance.

Sec. 8-78. Sign.
Every building, general and residential contractor shall display in a conspicuous place in front of each location where construction work is being done by him, a sign giving the name and address of the contractor doing the work, provided that no such sign need be displayed in the front of the place of a minor repair. No person other than a contractor shall display such a sign.

Sec. 8-78. Misrepresentations; allowing fraudulent use of name.
No person engaged in the construction business in the city shall allow his name to be used by any other person, directly or indirectly, either to obtain a permit, or for the construction of any work under his certificate, or shall make any misrepresentation or omission with intent to violate the purposes of this article.

Secs. 8-79—8-99 Reserved.

ARTICLE VI—FEES
Sec. 8-100 Fees.
Fees for permits shall be established by Resolution of the City Council, as amended from time to time. To the extent necessary or required to establish a total permit fee, base building valuation shall be determined by using the then current edition of the building valuation data table published by the International Code Council, or the actual costs of building construction as evidenced by executed
contracts to perform the work submitted to the Building Official. For purposes of this article, valuation shall include the total value of work, including materials and labor, for which the permit is being issued, including but not limited to electrical, gas, mechanical, plumbing equipment and permanent systems.

Sec. 8-101. Fee for obtaining permit after work commenced.
Whenever any person shall commence or proceed with any installation or construction work for which a permit is required by this chapter, without having first obtained such a permit, the person so commencing or proceeding with any such work without a permit shall take out a belated permit covering the work and pay the fees therefor at a rate double the permit fee established pursuant to Section 8-100 to be paid for a timely permit covering the work or $100, whichever is greater. Neither anything contained in this Section, nor the act of taking out and paying fees for a belated permit, shall absolve any person of any penalty incurred for the doing of construction or installation work without a permit.

Sec. 8-102. Reinspection fee.
A fee of twenty dollars ($20.00) shall be paid to the city for each reinspection made by the inspections department pursuant to the provisions of this article.

Sec. 8-103. Conflict between chapter provisions and technical code provisions.
All fees provided for in the technical codes adopted by reference in this chapter apply in lieu of the fees established herein, excepting electrical fees. Where this chapter establishes a fee not provided in any such code, then the fees adopted in this chapter shall apply; otherwise in the event of any conflict between the provisions of this chapter and any minimum standard of a technical code adopted herein by reference, this chapter shall control.

Sec. 8-104. Article supplemental.
The provisions of this article shall be supplemental to all sections of this Code and other ordinances of the city.

Secs. 8-105–8-114. Reserved.

ARTICLE VII—BUILDING CODE REGULATIONS
DIVISION 1. GENERALLY—Codes and Standards Adopted.
Sec. 8-115. Adoption of Florida Building Code.
(a) The Florida Building Code, as adopted by the Florida Building Commission, is hereby adopted by reference and in full, as if set out at length herein, except as hereinafter amended, modified or deleted, as the building code of the city.
(b) The construction, alteration, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached thereto located within the corporate limits of the city, shall conform to the requirements of the building code adopted in subsection (a).

Sec. 8-115.1 Adoption of local Technical Amendments to the Florida Building Code, Residential.
Florida Building Code, Existing Residential, is hereby amended as follows:
(a) R322.2.1 Elevation Requirements.
1. Buildings and structures in flood hazard areas not designated as Coastal A Zones shall have the lowest floors elevated to or above the base flood elevation plus 1 foot or the design flood elevation, whichever is higher.
2. Buildings and structures in flood hazard areas designated as Coastal A Zones shall have the lowest floors elevated to or above the base flood elevation plus 1 foot (305 mm), or to the design flood elevation, whichever is higher.
3. In areas of shallow flooding (AO Zones), buildings and structures shall have the lowest floor (including basement) elevated at least as high above the highest adjacent grade as the depth number specified in feet on the FIRM plus 1 foot, or at least 3 feet 2 feet (810 mm) if a depth number is not
specified.

4. Basement floors that are below grade on all sides shall be elevated to or above the base flood elevation plus 1 foot or the design flood elevation, whichever is higher.

Exception: Enclosed areas below the design flood elevation, including basements whose floors are not below grade on all sides, shall meet the requirements of Section R322.2.2.

(b) R322.2.2 Enclosed areas below design flood elevation.

Enclosed areas, including crawl spaces, that are below the design flood elevation shall:

1. Be used solely for parking of vehicles, building access or storage. Access to enclosed areas shall be the minimum necessary to allow for the parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the building (stairway or elevator).

(Remainder of R322.2.2 unchanged)

(c) R322.3.2 Elevation requirements.

1. All buildings and structures erected within coastal high-hazard areas shall be elevated so that the lowest portion of all structural members supporting the lowest floor, with the exception of piling, pile caps, columns, grade beams and bracing, is elevated to or above the base flood elevation plus 1 foot or the design flood elevation, whichever is higher.

2. Basement floors that are below grade on all sides are prohibited.

3. The use of fill for structural support is prohibited.

4. Minor grading, and the placement of minor quantities of fill, shall be permitted for landscaping and for drainage purposes under and around buildings and for support of parking slabs, pool decks, patios and walkways.

Exception: Walls and partitions enclosing areas below the design flood elevation shall meet the requirements of Sections R322.3.4 and R322.3.5.

(d) R322.3.5 Enclosed areas below the design flood elevation.

Enclosed areas below the design flood elevation shall be used solely for parking of vehicles, building access or storage. Access to enclosed areas shall be the minimum necessary to allow for the parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the building (stairway or elevator).

Sec. 8-115.2 Adoption of local Technical Amendments to the Florida Building Code, Building.

Florida Building Code, Building, is hereby amended as follows:

SUBSTANTIAL DAMAGE. Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. The term also includes flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

SUBSTANTIAL IMPROVEMENT. Any combination of repair, reconstruction, rehabilitation, addition or improvement of a building or structure taking place during a ten-year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. For each building or structure, the ten-year period begins on the date of the first permit issued for improvement or repair of that building or structure subsequent to April 8, 2016. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.

2. Any alteration of a historic structure provided that the alteration will not preclude the structure’s continued designation as a historic structure.
Sec. 8-115.3 Adoption of Local Technical Amendments to the Florida Building Code. *Existing Building.* Florida Building Code, *Existing Building,* is hereby amended as follows:

**SUBSTANTIAL DAMAGE.** Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. The term also includes flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

**SUBSTANTIAL IMPROVEMENT.** Any combination of repair, reconstruction, rehabilitation, addition or improvement of a building or structure taking place during a ten-year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. For each building or structure, the ten-year period begins on the date of the first permit issued for improvement or repair of that building or structure subsequent to April 8, 2016. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.
2. Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

Sec. 8-116. Adoption of National Electrical Code.

(a) The National Electrical Code, as promulgated by the National Fire Protection Association, is hereby adopted by reference and in full, as if set out at length herein, except as hereinafter amended, modified or deleted, as the electrical code of the city.

(b) It shall be expressly understood that the standards adopted in this section shall constitute the minimum requirements for all electrical construction and all materials and appliances used in connection with the installation, maintenance and operation of electrical wiring, apparatus or equipment for light, heat or power within the limits of the city.

(c) Additional provisions: An approved enclosure or wall space shall be provided by the architect or builder in all residences or buildings of any type, to be of sufficient size to install the electrical distribution and all apparatus and equipment connected therewith. All meters on residences or dwellings shall be mounted outside. Meters located outdoors shall be placed so that the center of the meter will not be more than six (6) feet nor less than four (4) feet above grade level. Commercial or industrial meters, if located indoors, shall be placed so that the meter registers will not be more than six (6) feet nor less than four (4) feet above floor. Meters shall not be located in bathrooms, toilet rooms, restaurant kitchens or stairways. Where meters are grouped together separate raceways shall be run to each main disconnect.

(d) The provisions of this Code shall be under the jurisdiction of, and enforced by, the chief electrical inspector and his assistants.

Sec. 8-117. Adoption of Standard Plumbing Code.

(a) The Plumbing Code, adopted by the Florida Building Commission, is hereby adopted by reference and in full, as if set out at length herein, except as hereinafter amended, modified or deleted, as the plumbing code of the city.

(b) The plumbing code adopted in subsection (a) contains the minimum standards for the installation and maintenance of plumbing and appurtenances thereto within the city, and any unauthorized deviations from the code are hereby prohibited.

(c) Additional provisions: The use of all outdoor closets, commonly known as privies, shall be unlawful and the owner of any house, residence, store, hotel or any other building of any kind whatsoever shall be required to forthwith remove any such outdoor closets or privies and immediately install adequate plumbing facilities in accordance with the provisions of this article.
(d) The provisions of this article shall be under the jurisdiction of, and enforced by, the
plumbing inspector and his assistants.

Sec. 8-118. Adoption of Standard Gas Code.
(a) The Gas Code, as adopted by the Florida Building Commission, is hereby adopted by reference
and in full, as if set out at length herein, except as hereinafter amended, modified or deleted, as the gas
code of the city.
(b) The gas code adopted in subsection (a) contains the minimum standards for the installation and
maintenance of gas systems and the appurtenances thereto within the city, and any unauthorized
deviations from the code are hereby prohibited.
(c) The provisions of this article shall be under the jurisdiction of, and enforced by, the gas
inspector.

Sec. 8-119. Adoption of Standard Mechanical Code.
(a) The Mechanical Code, as adopted by the Florida Building Commission, is hereby adopted by
reference and in full, as if set out at length herein, except as hereinafter amended, modified or deleted, as
the mechanical code of the city.
(b) The mechanical code adopted in subsection (a) contains the minimum standards for the
installation and maintenance of air conditioning, refrigeration, heating and ventilation systems and all
appurtenances thereto within the city, and any unauthorized deviations from the code are hereby
prohibited.
(c) The provisions of this article shall be under the jurisdiction of, and enforced by the
mechanical inspector or his assistant.

Sec. 8-120. Adoption of Standard Amusement Device Code.
(a) The Standard Amusement Device Code, 1997 edition, as promulgated by the Southern Building
Code Congress, is hereby adopted by reference and in full, as if set out at length herein, except as
amended, modified or deleted herein as the amusement device code of the City.
(b) The code adopted in subsection (a) contains the minimum standards for amusement devices
within the city, and any unauthorized deviations from the code are hereby prohibited.

Sec. 8-121. Adoption of Standard for Existing High Rise Buildings.
(a) The Standard for Existing High Rise Buildings (SSTD 3-97), 1997 edition, as promulgated by the
Southern Building Code Congress, is hereby adopted in full, as if set out at length herein, except as
amended, modified or deleted herein as the standard requirements for existing high rise buildings of the
City.
(b) The standard adopted in subsection (a) contains the minimum standards for existing high rise
buildings within the City, and any unauthorized deviations from the standards are hereby prohibited.

Sec. 8-122. Adoption of Standard for Proscenium Curtains.
(a) The Standard for Proscenium Curtains (SSTD 1-88), 1997 edition, as promulgated by the
Southern Building Code Congress, is hereby adopted in full, as if set out at length herein, except as
amended, modified or deleted herein as the standard requirements for proscenium curtains of the City.
(b) The standard adopted in subsection (a) contains the minimum standards for proscenium curtains
within the City, and any unauthorized deviations from the standards are hereby prohibited.

Sec. 8-123. Adoption of American Forest and Paper Association Wood Frame Construction
(a) The American Forest and Paper Association (AF&PA) Wood Frame Construction Manual
(110 MPH Exposure B) Standard for Hurricane-Resistant Residential Construction (SSTD 40-99), 1999
dition, as promulgated by the Southern Building Code Congress, is hereby adopted in full, as if set out at
length herein, except as amended, modified or deleted herein as the standard requirements for hurricane
resistant residential construction of the City.
(b) The standard adopted in subsection (a) contains the minimum standards for hurricane resistant residential construction within the City, and any unauthorized deviations from the standards are hereby prohibited.

8-124—8-129 Reserved.

DIVISION 2. COASTAL CONSTRUCTION CODE

Sec. 8-130. Title.
The provisions contained herein shall constitute the coastal construction code for construction within the coastal building zone in the City of Panama City Beach and shall be referred to as the "coastal code."

Sec. 8-131. General.
The purpose of the coastal code is to provide minimum standard for the design and construction of buildings and structures to reduce the harmful effects of hurricanes and other severe storms occurring along the coastal area of the City of Panama City Beach which fronts on the Gulf of Mexico. These standards are intended to specifically address design features which affect the structural stability of the beach, dunes and topography of adjacent properties. The coastal code is site specific to the coastal building zone as defined herein and is not applicable to other locations. In the event of a conflict between this article and other provisions of this code, the requirements resulting in the more restrictive design shall apply. No provisions in this article shall be construed to permit any construction in any area prohibited by city, county, state or federal regulation.

The storing, depositing, transferring or use of red or colored clay or sand, or any other unacceptable fill material south of the north right-of-way of Front Beach Road, South Thomas Drive and Thomas Drive, is hereby prohibited. For purposes of this Section, unacceptable fill material is fill material not having a Munsell value of 7 or above, Hue 7.5YR or 10YR or 5Y, Chroma/1 or/2 (see Munsell Soil Color Charts, Kollmorgen Instrument Corp., 1994) in a washed, dry state with a mean grain size of 0.5 mm or less, but not more than ten percent (10%) silt. A Munsell value of 6 for unwashed fill material may be deposited if the owner of the land being filled or the owner's agent can show that the value will increase to a minimum of 7 after ten washings. Notwithstanding anything herein, no fill material shall be stored, deposited, transferred or used south of the north right-of-way of Front Beach Road, South Thomas Drive and Thomas Drive unless the Engineering Department first finds in writing that the proposed fill material meets the standards of this Section. Soil amendments in the top 6" soil surface for landscaping use and stone or gravel for storm drainage exfiltration systems are exempt from this Section.

Sec. 8-132. Scope.
(a) Applicability. The requirements of this coastal code shall apply to the following types of construction in the coastal building zone in the City of Panama City Beach.
(1) The new construction of, or substantial improvement to major structures, nonhabitable major structures, and minor structures as defined herein.
(2) Construction which would change or otherwise have the potential for substantial impact on coastal zones (i.e., excavation, grading, paving).
(3) Construction located partially within the coastal building zone.
(4) Reconstruction, redevelopment or repair of a damaged structure from any cause which meets the definition of substantial improvement as defined herein.

(b) Exceptions. The requirements of the coastal code shall not apply to the following:
(1) Minor work in the nature of normal beach cleaning and debris removal.
(2) Structures in existence prior to the effective date of the code, except for substantial improvements as defined herein.
(3) Construction for which a valid and unexpired building permit was issued prior to the effective date of this code.
(4) Construction extending seaward of the seasonal high-water line which is regulated by the provisions of Section 161.04, Florida Statutes (i.e., groins, jetties, moles, breakwaters, seawalls, piers, revetments, beach nourishment, inlet dredging, etc.).

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(5) Construction of non-habitable major structures as defined herein, except for the requirements of section 8-134(d).
(6) Construction of minor structures as defined herein, except for the requirements of section 8-134(e).
(7) Structures listed in the National Register of Historic Places or the State Inventory of Historic Places.
(8) Construction for improvements of a major structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to assure safe living conditions.

Sec. 8-133. Definitions.
The following terms are defined for general use in the coastal code:
Beach means the zone of unconsolidated material that extends landward from the mean low water line to the place where there is marked change in material or physiographic form, or to the line of permanent vegetation, usually the effective limit of storm waves. "Beach" is alternatively termed "shore".
Breakaway wall or frangible wall means a partition independent of supporting structural members that will withstand design wind forces, but which will fail under hydrodynamic, wave, and runup forces associated with the design storm surge. Under such conditions, the wall shall fail in a manner such that it breaks up into components which minimize the potential for damage to life or adjacent property. It shall be a characteristic of a breakaway or frangible wall that it shall have a horizontal design loading resistance of no less than ten (10) nor more than twenty (20) pounds per square foot.
Building support structure means any structure which supports floor, wall or column loads, and transmits them to the foundation. The term shall include beams, grade beams or joists, and includes the lowest horizontal structural member exclusive of piles, columns or footings.
Coastal barrier islands means geological surface features above mean high water which are completely surrounded by marine waters, that front upon the open waters of the Gulf of Mexico, Atlantic Ocean, Florida Bay, or Straits of Florida and are composed of quartz sands, clays, limestone, oolites, rock, coral, coquina, sediment or other material, including spoil disposal. Mainland areas which were separated from the mainland by artificial channelization for the purpose of assisting marine commerce shall not be considered coastal barrier islands.
Coastal building zone means the land area between the seasonal high-water line of the Gulf of Mexico and a line one thousand five hundred (1,500) feet landward from the coastal construction control line. For mainland areas where a coastal construction line has not been established, the coastal building zone shall be the land area seaward of the most landward velocity zone (V-zone) boundary line established by the Federal Emergency Management Agency and shown on the flood insurance rate maps. For coastal barrier islands, the land area between the seasonal high-water line and a line five thousand (5,000) feet landward from the coastal construction control line or the entire island, whichever is less. For coastal barrier islands on which no coastal construction control line has been established, the land area seaward of the most landward velocity zone (V-zone) boundary line established by the Federal Emergency Management Agency and shown on the flood insurance rate maps. All land area in the Florida Keys shall be included in the coastal building zone.
Coastal construction control line means the landward extent of that portion of the beach-dune system which is subject to severe fluctuations based upon a one hundred-year storm surge, storm waves, or other predictable weather conditions as established by the Department of Natural Resources in accordance with section 161.053, Florida Statutes.
Construction means the building of or substantial improvement to any structure or the clearing, filling, or excavation of any land. It shall also mean any alterations in the size or use of any existing structure or the appearance of any land. When appropriate to the context, "construction" refers to the act of construction or the result of construction.
Dune means a mound or ridge of loose sediments, usually sand-sized, deposited by natural or artificial means, which lies landward of the beach.

Major structure includes but is not limited to residential buildings including mobile homes, commercial, institutional, industrial, and other construction having the potential for substantial impact on coastal zones. Mean high-water line means the intersection of the tidal plane of mean high water with the shore. Mean high water is the average height of high waters over a nineteen-year period.

Minor structure includes but is not limited to pile-supported, elevated dune and beach walkover structures; beach access ramps and walkways; stairways; pile-supported elevated viewing platforms, gazebos and boardwalks; lifeguard support stands; public and private bathhouses; sidewalks, driveways, parking areas, shuffleboard courts, tennis courts, handball courts, racquetball courts and other uncovered paved areas, earth retaining walls; sand fences, privacy fences, ornamental walls, ornamental garden structures, aviaries and other ornamental construction. It shall be a characteristic of minor structures that they are considered to be expendable under design wind, wave and storm forces.

Mobile home means manufactured housing which conforms to the Federal Manufactured Housing Construction and Safety Standards or the Uniform Standards Code ANSI A-119.1 pursuant to Section 320.823, Florida Statutes.

Nonhabitable major structure includes but is not limited to pile-supported, elevated dune and beach walkover structures; beach access ramps and walkways; stairways; pile-supported elevated viewing platforms, gazebos and boardwalks; swimming pools; parking garages; pipelines; piers; canals, lakes, ditches, drainage structures and other water retention structures; water and sewage treatment plants; electrical power plants, transmission and distribution lines, transformer pads, vaults and substations; roads, bridges, streets and highways; and underground storage tanks.

NGVD means National Geodetic Vertical Datum—a geodetic datum established by the National Ocean Service and frequently referred to as the 1929 Mean Sea Level Datum.

One hundred-year storm or 100-year storm means a shore incident hurricane or any other storm with accompanying wind, wave, and storm surge intensity having a one percent chance of being equaled or exceeded in any given year, during any one-hundred year interval.

Seasonal high-water line means the line formed by the intersection of the rising shore and the elevation of one hundred fifty (150) percent of the local mean tidal range above mean high water.

State Minimum Building Code means the building code adopted by a municipality or county pursuant to the requirements of Section 553.73, Florida Statutes.

Substantial Damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty percent of the market value of the structure before the damage occurred. Work on structures determined to be substantially damaged is considered to be substantial improvement, regardless of the actual repair work performed.

Substantial improvement means any repair, reconstruction or improvement of a structure, the cost of which equals or exceeds a cumulative total of fifty (50) percent of the market value of the structure either:

(1) Before the repair or improvement is started; or
(2) If the structure has been damaged and is being restored, before the damage occurred.

For the purposes of this definition, "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. The terms does not, however, include either any project for improvement of a structure to comply with existing state or local health, sanitary or safety code specifications which are solely necessary to assure safe living conditions; or any alteration of a structure listed on the National Register of Historic Places or the State Inventory of Historic Places.

Sec. 8-134. Coastal construction requirements.

(a) General. Construction within the coastal building zone and on coastal barrier islands shall meet the requirements of this division. All structures shall be designed so as to minimize damage to life, property, and the natural environment. Assistance in determining the design parameters to minimize such damage may be found in the reference documents listed in section 8-135.

(b) Structural requirements for major structures.
Design and construction. Major structures, except for mobile homes, shall be designed and constructed in accordance with the Florida Building Code using a fastest mile wind velocity of one hundred ten (110) miles per hour except the Florida Keys which shall use a fastest-mile wind velocity of one hundred fifteen (115) miles per hour. Major structures, except mobile homes, shall also comply with the applicable standards for construction found elsewhere in all other applicable building codes.

Mobile homes. Mobile homes shall conform to the Federal Mobile Home Construction and Safety Standards or the Uniform Standards Code ANSI A-119.1, pursuant to Section 320.823, Florida Statutes, as well as the requirements of subsection (3) below.

Elevation, flood-proofing and siting. All major structures shall be designed, constructed and located in compliance with the National Flood Insurance Regulations as found in 44 CFR Parts 59 and 60, or other applicable law, whichever is more restrictive. All new construction and substantial improvements located seaward of the CCCL shall be elevated on pilings and columns so that the bottom of the lowest horizontal structural member of the lowest floor (excluding the pilings or columns) is elevated at least one foot above the base flood elevation level established by FEMA. Notwithstanding the foregoing, but in addition thereto, for all habitable structures located seaward of the CCCL, the bottom of the lowest shore-parallel horizontal structural member of the lowest floor of all new construction and substantial improvements shall be elevated to the 100-year flood elevation established by the Florida Department of Environmental Protection (FDEP). For purposes of this subsection, habitable structure means structures which (i) are designed primarily for human occupancy and (ii) are potential locations for shelter from storms.

Design Conditions.

Velocity pressure. Major structures, except mobile homes, shall be designed in accordance with the requirements of the Florida Building Code using a minimum ultimate wind speed of 140 miles per hour, fastest-mile wind velocity of one hundred ten (110) or one hundred fifteen (115) miles per hour as appropriate. All construction occurring in the Florida Keys shall use a minimum design-fastest-mile wind velocity of one hundred fifteen (115) miles per hour. These minimum design pressures are as follows:

<table>
<thead>
<tr>
<th>Building Height</th>
<th>Fastest-Mile Wind Velocity, V</th>
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<tr>
<td>60 feet or less</td>
<td>110 115</td>
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<tr>
<td>61-100 feet</td>
<td>35-60</td>
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<tr>
<td>Greater Than 60 Feet</td>
<td>30-40</td>
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(2) Foundations. The elevation of the soil surface to be used in the design of foundations, calculation of pile reactions and bearing capacities shall not be greater than that which would result from the erosion reasonably anticipated as a result of design storm conditions. Foundation design and construction of a major structure shall consider all anticipated loads acting simultaneously with live and dead loads. Erosion computations for foundation design shall account for all vertical and lateral erosion and scour producing forces, including localized scour due to the presence of structural components. Foundation design and construction shall provide for adequate bearing capacity taking into consideration the type of soil present and the anticipated loss of soil above the design grade as a result of localized scour. Erosion computations are not required landward of coastal construction control lines established or updated since June 30, 1980. Upon request the Department of Natural Resources may provide information as to those areas within coastal building zones where erosion and scour of a one hundred-year storm event is applicable.

(3) Wave forces. Calculations for wave forces resulting from design storm conditions on building foundations and superstructures may be based upon the minimum criteria and methods prescribed in the Naval Facilities Engineering Command Design Manual, NAVFAC DM-26, U.S. Department of Navy; Shore Protection Manual, U.S. Department of Army Corps of Engineers; U.S. Department of the Army Coastal Engineering Research Center Technical Papers and Reports; the Technical and Design Memorandum of the Division of Beaches and Shores, Florida Department of Natural Resources; or other professionally recognized methodologies which produce equivalent design criteria. Breaking, broken and nonbreaking waves shall be considered as applicable. Design wave loading analysis shall consider vertical uplift pressures and all lateral pressures to include impact as well as dynamic loading and the harmonic intensification resulting from repetitive waves.

(4) Hydrostatic loads. Calculations for hydrostatic loads shall consider the maximum water pressure resulting from a fully peaked, breaking wave superimposed upon the design storm surge with dynamic wave set up. Both free and hydrostatic loads shall be considered. Hydrostatic loads which are confined shall be determined by using the maximum elevation to which the confined water would freely rise if unconfined. Vertical hydrostatic loads shall be considered both upward and downward on horizontal or inclined surfaces of major structures (i.e. floors, slabs, roofs, walls). Lateral hydrostatic loads shall be considered as forces acting horizontally above and below grade on vertical or geometric surfaces shall be determined by considering the separate vertical and horizontal components acting simultaneously under the distribution of the hydrostatic pressures.

(5) Hydrodynamic loads. Hydrodynamic loads shall consider the maximum water pressures resulting from the motion of the water mass associated with the design storm. Full intensity loading shall be applied on all structural surfaces above the design grade which would affect the flow velocities.

(d) Structural requirements for nonhabitable major structures. Nonhabitable major structures need not meet the specific structural requirements of subsection (b), except that they shall be designed to produce the minimum adverse impact on the beach and dune system and shall comply with all other applicable building codes. All sewage treatment and public water supply systems shall be flood-proofed to prevent infiltration of surface water anticipated under design storm conditions. Underground utilities, excluding pad transformers and vaults, shall be flood-proofed to prevent infiltration of surface water expected under design storm conditions or shall otherwise be designed to function when submerged under such storm conditions.

(e) Structural requirements for minor structures. Minor structures need not meet the specific structural requirements of subsection (b), except that they shall be designed to produce the minimum adverse impact on the beach and dune system and shall comply with all other applicable building codes.

(f) Location of construction. Construction, except for elevated walkways, lifeguard support stands, piers, beach access ramps, gazebos and coastal or shore protection structures, shall be located a sufficient distance landward of the beach to permit natural shoreline fluctuations and to preserve dune stability. Construction, including excavation, may occur to the extent that the natural storm buffering and protection capability of the dune is not diminished.
(g) Public access. Where the public has established an accessway through private lands to lands seaward of mean high tide or water line by prescription, prescriptive easement, or other legal means, development or construction shall not interfere with such right of access unless a comparable alternative accessway is provided. The developer shall have the right to improve, consolidate or relocate such public accessways so long as they are:
   (1) Of substantially similar quality and convenience to the public;
   (2) Approved by the local government and approved by the Department of Natural Resources whenever improvements are involved seaward of the coastal construction control line; and
   (3) Consistent with the coastal management element of the local comprehensive plan adopted pursuant to Section 163.3178, Florida Statutes.

Sec. 8-135. Reference.
Assistance in determining the design parameters and methodologies necessary to comply with the requirements of this chapter may be obtained from:
U.S. Department of Army, Coastal Engineering Research Center's Technical Papers and Reports.
Florida Department of Natural Resources, Division of Beaches and Shores Technical and Design Memoranda.

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

DIVISION 3. BUILDING RELOCATION CODE

Sec. 8-150. Moving buildings or other structures—Permit requirements.
No permit for the moving of buildings or other structures shall be issued without inclusion in the permit of location to which the building or other structure for which the permit shall be issued shall be moved within the city, which location must be within an area of the city affirmatively zoned to permit such importation of structure. No structure shall be moved into the city until area or areas of the city are so zoned.

Sec. 8-151. Relocation Requirements.
No person shall relocate or cause to be relocated any building, structure or other real estate improvements to any location within the City unless:
   (1) Those portions of the improvements to be relocated meet or exceed the standards established by all current and applicable building and safety codes of the City, as evidenced by the certification of an architect or structural engineer registered and licensed to practice in Florida;
   (2) In the event any portion of the improvements to be relocated does not meet current structural standards for internal and external loading, the improvements shall not be relocated until such standards are met, as evidenced by the certification of an architect or structural engineer registered and licensed to practice in Florida.
   (3) In the event any portion of the improvements to be relocated does not meet applicable building and safety code standards (except structural loading), the improvements shall not be relocated until the applicant shall have filed with the City plans and specifications to bring the improvements into compliance after relocation, and obtained a permit for such work as provided by law.
   (4) The applicant shall have filed with the City foundation plans and specifications for the relocated improvements, including all measures to connect the improvements to the new foundation, and obtained a permit for such work as provided by law.
   (5) The applicant shall have filed with the City a site plan, utility plan, and drainage plan for the relocated improvements which must comply with all applicable land development regulations, and obtained a permit for such work as provided by law.
The applicant shall have specified the intended use of the relocated improvements which must comply with all applicable land use regulations.

All other applicable provisions of law and regulation are met, the requirements of this law being cumulative and in addition to such provisions.

Sec. 8-152. Compliance by moved buildings.
(a) The chief electrical inspector shall require the electrical outlets and fixtures in all buildings or houses which are moved from place to place within the city or which are moved from without the city to a location within the city to be brought up to the requirements and specifications contained in this article for new structures, prior to the issuance of a permit for occupancy or use of the building or structure.
(b) The plumbing inspector shall require the plumbing and the fixtures in all buildings or houses which are moved from place to place within the city or which are moved from without the city to a location within the city, to be brought up to the requirements and specifications contained in this article for new structures, prior to the issuance of a permit for occupancy or use of the building or structure.
(c) The gas inspector shall require the gas fixtures in all buildings or houses which are moved from place to place within the city or which are moved from without the city to a location within the city, to be brought up to the requirements and specifications contained in this article for new structures, prior to the issuance of a permit for occupancy or use of the building or structure.
(d) The mechanical inspector shall require the air conditioning, refrigeration, heating and ventilation systems in all buildings or houses which are moved from place to place within the city or which are moved from without the city to a location within the city, to be brought up to the requirements and specifications contained in this article for new structures, prior to the issuance of a permit for occupancy or use of the building or structure.

Sec. 8-153. Enforcement.
(a) No person shall relocate or cause to be relocated any building, structure or other real estate improvements without obtaining a permit therefore from the City upon application in such form as shall be prescribed by the building inspector to facilitate compliance with this law, and paying a non-refundable application fee in the amount of $150.00.
(b) Upon receipt of such completed application, the building inspector or his designee shall inspect the improvements prior to the relocation in order to confirm that the requisite certifications, plans, and specifications filed by the applicant comply with this law. If this and all other applicable provisions of law have been met, the relocation permit and all required building permits shall be issued at the same time.
(c) If the relocated improvements are not brought into compliance with all applicable building and safety codes such that a certificate of occupancy could be issued within ninety (90) days after relocation, then the structure shall be deemed a nuisance subject to demolition and removal as such pursuant to the procedures contained in Chapter 15 of this Code. The condition of obtaining permission to relocate a substandard improvement to a new location within the City is that such improvement will be made to conform to current, applicable building and safety standards within ninety (90) days after the relocation, failing which the City may order the work to be completed under the procedures specified in Chapter 15 of this Code, and if the work is still not completed within the time allowed the City may demolish or remove the structure at the owner's expense as specified in Chapter 15.
(d) Any person in violation of this law shall be guilty of a municipal offense punishable as provided by Section 1-12 of this Code.
(a) Building Permit shall mean any permit issued by the City to an owner, contractor or subcontractor for the repair, replacement or improvement of improved or unimproved land.

(b) Change of Use means any change of the permitted use of a premises determined by reference to the City's Land Development Code, as amended from time to time, which Change of Use as a matter of law or practicality requires an increase of fifteen percent (15%) or more in the size of the Vehicular Use Areas associated with such premises.

(c) City Communication Network shall mean those frequencies necessary to conduct communications for law enforcement activities, for emergency medical treatment, for fire suppression, for carrying on the business of government, and for providing communication in time of hurricane and other disasters. The City's police, fire, and emergency service providers shall determine the frequency range or ranges that must be supported.

(d) Large Scale Building means any structure intended for human occupancy which is greater than three (3) stories or fifty (50) feet in height, or which has an assembly, mercantile, business or educational classification that exceeds fifteen thousand square feet in area and an occupant content of greater than five hundred (500) persons.

(e) New Development means construction of improvements to essentially vacant land, regardless of whether preexisting improvements have been removed from such land, that as a matter of law or practicality require one or more Vehicular Use Areas.

(f) Redevelopment means one or more expansions or renovations to one or more existing Buildings on a premises which in the aggregate will equal or exceed an aggregate expansion equal to or exceeding thirty-five percent (35%) of the total Building square footage existing on August 27, 1998.

Sec. 8-172. Radio Support for City Communications Network required. Buildings and structures shall not interfere with the City's Communication Network. Existing developments shall be modified to accommodate the needs of the City's communication network. No New Development, Redevelopment or Change of Use of any Large Scale Building shall be permitted unless there is contained in the application for a building permit a certification by the applicant that he will modify or enhance at his expense that building to eliminate any interference the development would create or otherwise accommodate and support the needs of the City's Communication Network.

1. A blueprint showing the location of the installed system and associated antenna systems which includes a view showing building access to the amplification equipment; and
2. Schematic drawings of the electrical, backup power, antenna system and any other associated equipment relative to the installed system including panel locations and labeling; and
3. A technical compliance certificate completed and signed by the installer of the radio amplification system.

Sec. 8-173. Enforcement.

(a) Administration: The provisions of this Article shall be under the joint jurisdiction of the City's Building and Planning and Fire and Police Departments, and may be enforced by the Building Inspector, the Code Enforcement Officer, the Fire Chief or his designee, or any law enforcement officer. The Building Inspector, the Code Enforcement Officer, the Fire Chief or his designee, or any law enforcement officer shall have the right to enter onto property, after obtaining the property owner's consent or other lawful authority, to conduct field testing to be certain the required level of radio coverage is present to support the City's Communication Network.

(b) Penalty: Any person determined to have willfully failed to comply with any provision of this Article, or who knowingly makes any false statements, representations or certification in application, record, plan or other document filed or required to be maintained pursuant to this Article, shall be guilty of an offense punishable as provided in Section 1-12 of the City Code. Each day that such a violation or failure shall continue shall constitute a separate offense. This penalty is in addition to any other remedy available to the City.

Sec. 8-174. Determination of Nuisance.

(a) The City finds and determines that any occupation, use or maintenance of a Large Scale Building which does not support the City's Communication Network or which interferes with or causes interference...
with the ability of adjacent Large Scale Buildings to support the City's Communication Network constitutes a Nuisance under City Code Section 15-17(4).

(b) When the Building Inspector, Code Enforcement Officer, Fire Chief or any law enforcement officer verifies the existence of a nuisance, it shall be his duty to promptly prepare and submit to the city manager the notice and order required by this article. The city manager, with the assistance of the City Attorney, shall determine the owner of record of the real estate upon which the nuisance is located, and send a notice and order of abatement thereto.

(c) The notice and order of the inspector shall require the installation of an in-building radio amplification system, and any other such measures as are reasonably necessary to abate the nuisance.

(d) The required notice and order shall be in writing, signed by the inspector, with an accurate description of the nuisance and a legal description of the realty where it is located, including the street address, and shall state what the inspector orders to be done about the condition and the date within which the work ordered to be done is to be completed. The notice and order shall state that it may be appealed within thirty (30) days by written application to the inspector.

(e) It shall be the duty of the city manager to see that the notice and order required by this section are delivered to the interested parties by personal delivery of a copy thereof to the party to be notified, by leaving a copy at his usual place of abode with some person of the family above fifteen (15) years of age and informing that person of the contents thereof, by either registered or certified United States mail with return receipt requested, or if the name of any such party or his place of residence or his post office address cannot be ascertained after diligent search or in the event a notice sent by either registered or certified mail shall be returned unopened and the person to be notified is not residing within the city, by publishing a copy thereof once a week for two (2) consecutive weeks in a newspaper of general circulation within the city. A copy of any such notice and order shall be posted in a conspicuous place at the City Hall and upon the Large Scale Building in question.

Sec. 8-175. Extension of time to comply.
Should the interested parties, through no fault of their own, be unable to complete compliance by the date ordered in the original notice and order or by the extension date granted pursuant to Section 8-448(a), the interested parties may petition the City Council pursuant to Section 2-10 for an extension. The City Council may grant additional extensions of up to thirty (30) days each to abate the nuisance as merited by special hardship or unusual difficulty not caused by the interested parties.

Sec. 8-176. City action on failure to comply.
If the owner or other parties in interest shall fail to comply with an order made pursuant to the provisions of this article within the time therein fixed, the city, acting through the city manager, is authorized to abate the nuisance in accordance with the order, either with city forces or by independent contractor submitting the lowest and best bid.

Sec. 8-177. Assessment of cost of abatement; lien.
(a) Upon expiration of the thirty (30) day appeal period with no appeal having been taken, the city manager, after proceeding under this article, shall as often as may be convenient, report the action taken toward abatement of the nuisance by the city and the city council shall assess the entire cost of the action against the real property, which assessment, when made, shall constitute a lien upon the property by the city. The lien of the city shall encompass, in addition to the cost of abatement of the nuisance, all administrative, legal, postal and publication expenses as well as all other direct or indirect costs associated therewith. The lien upon the property shall be superior to all others except taxes.

(b) The city clerk, after giving notice to the county tax collector, shall file a notice of the lien in the county's official record book showing the nature of the lien, the amount thereof and an accurate legal description of the property, including the street address. The lien shall date from the date of filing and recite the names of all persons notified or interested parties. Any such lien shall bear interest from the date at the rate of ten (10) percent per annum for individuals and fifteen (15) percent for corporate owners and shall be enforceable, if unsatisfied after the expiration of two (2) years time from the date of filing any such notice of lien, as other liens may be enforced by the city. All such recorded liens shall be included in a tax deed sale and no such deed shall be issued unless full payment of principal and interest is received.

Ord 1383
Page 36 of 38

AGENDA ITEM # 1
Upon notice of an impending county tax deed sale, the tax collector shall request the clerk of the circuit court to collect all monies due the city for the lien, together with interest.

SECTION 3. From and after the effective date of this ordinance, Article III, Chapter 15 of the Code of Ordinances of the City of Panama City Beach, entitled "Standard Unsafe Building Abatement Code" is hereby REPEALED.

SECTION 4. FISCAL IMPACT STATEMENT FOR SECTION 8-115. In terms of design, plan application review, construction and inspection of buildings and structures, the cost impact as an overall average is negligible in regard to the local technical amendments because all development has been subject to the requirements of the local floodplain management ordinance adopted for participation in the National Flood Insurance Program. In terms of lower potential for flood damage, there will be continued savings and benefits to consumers.

SECTION 5. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

SECTION 6. The appropriate officers and agents of the City are authorized and directed to codify, include and publish in electronic format the provisions of this Ordinance within the Panama City Beach Code, and unless a contrary ordinance is adopted within ninety (90) days following such publication, the codification of this Ordinance shall become the final and official record of the matters herein ordained. Section numbers may be assigned and changed whenever necessary or convenient.

SECTION 7. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, declared by the courts to be unconstitutional or invalid,
such decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared.

SECTION 8. The local technical amendments proposed in Section 8-115 shall take effect as provided by law. The remainder of this Ordinance shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ___ day of ____________, 2016.

________________________
MAYOR

ATTEST:

________________________
CITY CLERK

Published in the __________________ on the ___ day of __________, 2016.

Posted on pcbgov.com on the ___ day of ____________, 2016.
LETF AGENDA ITEM #1

LETF

RESOLUTION 16-01
LETIF RESOLUTION 16-01

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF PANAMA CITY BEACH, SITTING AS THE LAW ENFORCEMENT TRUST BOARD; AUTHORIZING EXPENDITURES FROM THE LAW ENFORCEMENT TRUST FUND FOR THE PURCHASE OF A 3D LASER SCANNER AND ACCESSORIES AND SOFTWARE RELATED THERETO IN THE AMOUNT OF $79,734.35.

WHEREAS, the Law Enforcement Trust Fund is a special fund that can only be used for purposes designated by Section 932.7055, Florida Statutes, such as crime prevention, safe neighborhoods, protracted investigations, technical equipment and community relations programs; and

WHEREAS, after July 1, 1992, and during every fiscal year thereafter, any local law enforcement agency that acquires at least $15,000 pursuant to the Florida Contraband Forfeiture Act within a fiscal year must expend or donate no less than 15% of such proceeds for the support or operation of any drug treatment, drug abuse education, drug prevention, safe neighborhood, or school resource officer programs; and

WHEREAS, the police department recommends a portion of the funds be appropriated to the City’s police department; and

WHEREAS, the City Council finds that these expenditures satisfy the statutory requirements for use of Law Enforcement Trust Funds.

BE IT RESOLVED by the City Council of the City of Panama City Beach, sitting as the Law Enforcement Trust Board, that the appropriate officers of the City are authorized to purchase on behalf of the City a FARO Focus 3D X330 Laser Scanner, in an amount of Seventy Nine Thousand Seven Hundred Thirty Four Dollars and Thirty-Five Cents ($79,734.35), on substantially the terms and specifications of the proposal attached and presented to the Council today, draft dated March 28, 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, APPROVED AND ADOPTED in regular session this ___ day of ____, 2016.

CITY OF PANAMA CITY BEACH

By: __________________________

Mike Thomas, Mayor

ATTEST:

Diane Fowler, City Clerk
To: Drew R. Whitman  
Chief of Police  

From: Captain Rich McClanahan  
Administrative Division Commander  

Date: April 18, 2016  

RE: FARO Focus 3D X330 Laser Scanner  

Chief,  

Sealed bids were solicited/advertised on the City’s website on March 29th, 2016, and set for a public opening date of April 12th, 2016. The only bid submitted was FARO Technologies, Inc. for $79,734.35. The purchase price includes the following:  

- FARO Focus 3D X330 Laser Scanner, Ships with: (1) one Focus 3D X330, with GPS, compass, altimeter (barometer), dual-axis compensator and WLAN, (1) one year standard warranty, (1) one power block battery, (1) one 32GB SD Card, (1) one SD Card Reader, (1) one SD Card Cover, (1) one Power Dock, (1) one Quick Charge Power Supply, (1) one Car Power Supply, (1) one Rugged Transport Case with Wheels, (1) one Ruggedized Protection and Transport Cover (in aluminum), (1) one Panorama Quick Release, (1) one Optical Cleaning Set;  
- Scene Version 5.MN Software  
- Scene Dongle w/Software Upgrade  
- Focus 3D Bater Power Block  
- Carbon Fiber Compact Tri-Pod  
- FARO Scene Extension Forensic Software  
- FARO CZ Point Cloud Diagram Software  
- FARO Software CAD Zone Software Dongle  
- 3D Scene Video Pro App  
- Additional Focus 3D (3) three year extended Warranty  
- Focus 3D (3) three year Scene Software Maintenance  
- FARO On-Site (5) Five Day Training Upgrade  
- 200mm Koppe Target Spheres w/Tri-Pod Mounting Kit  
- Shipping  

[Signature]  
Capt. Rich L. McClanahan  
Administrative Division Commander
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<th>Unit Price</th>
<th>Discount</th>
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<td>S-7-X330</td>
<td>3D_HW_LS_Focus3D X330 Focus3D X 330 Laser Scanner. Ships with: 1 Focus3D X 330, with GPS, compass, altimeter (barometer), dual-axis compensator and WLAN, 1-Year Standard Warranty, 1 PowerBlock Battery, 1 32GB SD Card, 1 SD Card Reader, 1 SD Card Cover, 1 Power Dock, 1 Quick Charge Power Supply, 1 Car Power Supply, 1 Rugged Transport Case with Wheels, 1 Ruggedized Protection and Transport Cover (in aluminum), 1 Panorama Quick Release, 1 Optical Cleaning Set, Training at FARO facility. SCENE Software licenses are purchased separately. NOTE: lead-time may take 6 weeks or more after receipt of written order.</td>
<td>53,990.00</td>
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<td>SOFTS0302</td>
<td>3D_SW_SC_SCENE SCENE version 5.N. Software to process data of FARO 3D laser scanners. Includes 1-year of software maintenance (SMAS0001)</td>
<td>5,890.00</td>
<td>728.00</td>
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<td>SOFTS0369</td>
<td>3D_SW_SC_SCENE Dongle Upgrade from existing standard soft lock license to a hard lock (USB Dongle) for one Scene single user license. SCENE licenses purchased separately.</td>
<td>190.00</td>
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<td>TR-LS-SCN-POS</td>
<td>Laser Scanner Tr. - FARO Fac. - Inc</td>
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<td>Three-day course for two (2) trainee at an approved FARO training facility that discusses LS operation, setup, and basic measurements. NOTE: Classroom trainings are limited to six (6) trainees and are scheduled on a first come, first served basis. Classes can be canceled within two weeks of the scheduled date if sufficient enrollment is not met. NOTE: Training will expire if not taken within 90-days of receipt of equipment. No charge item applicable only with purchase of laser scanner.</td>
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<td>ACCSS6001</td>
<td>3D_AC_LS_Focus3D Battery Power Block</td>
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<td>Power Block battery for Laser Scanner Focus3D</td>
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<td>ACCSS6005</td>
<td>3D_AC_LS_Carbon Fiber Compact Tripod</td>
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<td>High-level carbon fiber tripod for Focus3D X 330 and Focus 3D X 130.</td>
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<td>200mm Koppa Target W/ Tripod Mount Kit A complete package of target spheres along with tripods and other accessories, shipped in 2 crates. Spheres are sprayed with #KoppaTuff coating. The first crate contains a 6 pack of 200mm target spheres with magnetic bases and individual cotton storage/handling bags, and 6 1/4-20 camera tripod mount plates. The second crate contains tripods and accessories that provide most of the standard mounting options for use in the field. Included are 6 camera tripods, 3 small flexible tripods, 3 traffic cone Adapters, and a dozen 2&quot; fender washers.</td>
<td>2,322.00</td>
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<td>SOFTS0334</td>
<td>FARO Scene Extension Forensic Extension of FARO SCENE software with additional features for forensic applications.</td>
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<td>900.00</td>
<td>1,100.00</td>
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<td>FARO CZ Point Cloud For use with a Laser Scanner. Use FARO CZ Point Cloud to create 2D and 3D diagrams from the point cloud data captured with the FARO Focus3D scanner. CZ Point Cloud includes all the features of Crash Zone and Crime Zone plus unique tools for selecting data points, creating accurate diagrams and animations from a point cloud.</td>
<td>5,495.00</td>
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<td>and recalibration. Parts, labor and return shipping charges covered. Goal</td>
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<td>TRLSSCNPOSFORO</td>
<td>OnSite Forensics Cust-Site Upg. 5 Day Upgrade of TR-LS-SCN-POS (Three-day FARO facility class) to five-day industry specific scanner training for accident reconstruction and forensics applications to be conducted by an industry except with experience in accident reconstruction and forensics and a variety of associated software packages. This customer site class includes basics of hardware and Scene software, as well as customized training in the customers' applications. Customer site trainings are designed for up to four (4) trainees to ensure proper transfer of knowledge and understanding. Price per class. NOTE: Training will expire if not taken within 90-days of purchase.</td>
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Order Total: 94,826.00
Discount Amount: -15,177.60
Shipping Total: 86.00

Total in USD: 79,734.35
Additional Information

QUOTE TERMS:
To accurately and promptly process your order, the following information is required with your Purchase Order:

1. Purchase Order Number (PO#)
2. Bill To AND Ship To Address (even if they are the same)
3. Net 30 or Sooner Payment Terms
4. Prepay and Add Freight Charges OR Collect (with your shippers Account #)
5. Method of Shipment (Best Way, Ground, Overnight, 2DAY)
6. FOB Origin or Destination (for GSA and Warranty ONLY Customers)
7. FARO Quote Number
8. PO Signed and Dated
9. Ship To State Tax Exemption Certificate OR acknowledgement to charge tax
10. Signed Credit Application (New Customers ONLY)

Quoted delivery terms are contingent upon timely receipt of all above listed items.

CALIBRATION CAPABILITIES:
FARO meets the calibration requirements of ISO 17025. If another calibration standard is required please discuss with your sales contact.
FARO follows the recommendation of the ASME B89.4 22-2004, Appendix J, in the application of the decision rule to testing results. This appendix states "BS9 standards that adopt standards referencing ISO 14253-1 as a normative standard shall explicitly state a different default decision rule, where the 4:1 single acceptance and rejection rule from BS9.7.3.1 shall be the default rule unless a different rule is specified."

AGENDA ITEM #
STANDARD TERMS AND CONDITIONS OF SALE

These standard terms and conditions of sale are the only terms and conditions, oral or written, applying to the sale of equipment, software, other products or services ('Product') to Purchaser except for additional terms consistent with these standard terms and conditions on price list, orders, delivery schedules, and the description of the Products as set forth in any order issued by FARO or approved by FARO. All such additional terms shall be expressly set forth in an order issued by FARO or approved by FARO, and shall be incorporated by reference herein and shall not be added to, modified, or altered in any manner unless specifically agreed to in writing by FARO. Any variance in the terms or conditions hereof shall not, as an offer for sale or as a representation of any sort, modify the validity of these standard terms and conditions, and any offer of sale, acceptance of offer of sale, acceptance of any price or other statement made by Purchaser shall be conditioned upon Purchaser's acceptance of these terms and conditions.

1.00 Payment of Purchase Price

1.01 Subject to cost approval by FARO and except as otherwise expressly set forth in an Order, the Purchase Price for Product shall be paid to FARO within thirty (30) days from the date of FARO's invoice. If an Order is approved by FARO subsequent to an initial purchase, FARO reserves the right to require Purchaser to pay for Product by wire transfer prior to shipment. If a Product is not shipped by the end of the calendar month in which the shipment is scheduled, the applicable sales tax for the Product shall be charged to the Purchaser. Further, if a Product is not shipped by the end of the calendar month in which the shipment is scheduled, the applicable sales tax for the Product shall be charged to the Purchaser.

1.02 Purchaser shall also pay all FARO for any and all governmental or special utility, state or other taxes, levies, duties, or charges of any nature whatsoever, according to any law or regulations, including, but not limited to, any tax or tax imposed upon any sale or use of the Product or any of its components, caused by or arising out of the issuance or delivery of the Product. FARO shall have the right to make a good faith estimate of the sales tax and the Purchaser shall pay all costs of such estimates in advance. FARO shall be entitled to any sales taxes actually paid by the Purchaser in excess of the sales taxes estimated in advance.

1.03 Purchaser warrants to FARO a security interest in all Products sold pursuant to the Order, which FARO may perfect by filing a UCC Financing Statement by other filings, registration or notices so as to affect the security interest hereinafter created by Section 4.05.

1.04 If Purchaser fails to make full payment of the Purchase Price in accordance with the terms set forth in the Order, the Order shall, at FARO's option, be modified to exclude the Products, and each Product shall be delivered in accordance with the modified Order, together with interest at a rate of 5.5% per month on any late Product Payment.

2.00 Title, Risk of Loss and Confidentiality

2.01 Title and risk of loss in all Products shall pass to Purchaser when the title to the Products is delivered in accordance with the Order, and the Products are delivered to Purchaser. The risk of loss shall not pass to Purchaser until the Products are shipped to Purchaser in accordance with the Order. However, any Products that have been sold or delivered to Purchaser and which are not shipped to Purchaser in accordance with the Order shall remain in FARO's possession and shall be treated as though they are not in the possession of Purchaser until such time as they are shipped to Purchaser in accordance with the Order.

3.00 Limitation of Liability

3.01 Purchaser shall be responsible for installation of Product, including all required materials, labor, and all other costs and expenses associated with such installation. FARO is not responsible for any Product that is damaged during installation or subsequent transportation. FARO is responsible only for the Product it manufactures and sells.

4.00 Warranties and Exclusions

4.01 FARO warrants that the Product and all accessories included with the Product shall be free from defects in materials and workmanship, and are sold for a period of one (1) year from the date of delivery at the place of delivery, provided that the Product is returned in good condition, and all accessories included with the Product are returned in good condition. FARO makes no other warranty, express or implied. FARO shall have no obligation to furnish service or repair to Purchaser for any defect in the Product or any accessory included with the Product if Purchaser has not returned the Product and all accessories included with the Product to FARO for inspection and repair.

5.00 Grounding and Safety

5.01 The Purchaser shall be responsible for ensuring that the Product is properly grounded and that all safety precautions are taken to ensure the safe operation of the Product.

6.00 Disclaimers

6.01 FARO DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FARO EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, RELATING TO THE SUBJECT MATTER OF THESE WARRANTIES. FOR EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN THIS SECTION 6.00, FARO EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, RELATING TO THE SUBJECT MATTER OF THESE WARRANTIES. ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COVERAGE WITH DESCRIPTION OR QUALITY, AND NON-INFRINGEMENT.

AGENDA ITEM # LETF-1
4.10 FARO does not authorize any person (whether natural or corporate) to assume for FARO any liability in connection with or with respect to Product. No agent or employee of FARO has any authority to make any representation or promises on behalf of FARO, except as expressly set forth herein or in the Order, or to modify the terms or limitations of the Warranties. No verbal statements shall be binding.

4.11 The Warranties extend only to Purchaser and are transferable to Purchaser only under the following conditions:

1. Proof of purchase of the Product by the original Purchaser.
2. The new owner is, or becomes, a Certified User.
3. The Product names, order form, and applicable terms must be submitted to FARO Customer Service.

4.12 All claims under the Warranties must be made to Purchaser, or any subsequent owner that becomes a Certified User, and Purchaser will indemnify, defend and hold FARO harmless from and against any and all claims, liabilities, damages, costs and expenses for breach of warranty asserted against FARO by any third party.

4.13 PURCHASER ACKNOWLEDGES THAT IT HAS PURCHASED PRODUCT BASED UPON ITS OWN KNOWLEDGE AND UNDERSTANDING OF HOW PRODUCT WILL BE PUT TO USE. PURCHASER SPECIFICALLY DISCLAIMS ANY WARRANTY OR LIABILITY RELATED TO THE FITNESS OF PRODUCT FOR ANY PARTICULAR PURPOSE OR ARISING FROM THE INABILITY OF PURCHASER TO USE PRODUCT FOR ANY PARTICULAR PURPOSE.

4.14 FARO is an equal opportunity employer. All candidates for employment will be considered without regard to race, color, religion, sex, national origin, physical or mental disability, veteran status, or any other basis protected by federal, state or local law.

5.00 Limitations of Liability

5.01 In no event shall FARO be liable for any indirect, special, incidental, punitive or consequential damages arising from any cause whatsoever, whether based in contract, tort, or otherwise (including without limitation negligence), which product failure or any other act or omission of any kind (including without limitation theories of product liability), including, but not limited to, injury or death of any operator or other person, damages, or any legal or equitable remedies or any other remedies, including any punitive damages, which may be sought by any person, including without limitation, caused directly or indirectly resulting from the use, misuse, or inability to use Product, including Product failures, or any cause of action whether in contract, tort, or otherwise.

5.02 FARO's maximum aggregate liability arising out of or relating to any Product from any cause whatsoever, whether based in contract, tort, or otherwise (including without limitation negligence), shall be limited to the purchase price paid for Product to which such liability relates. In all cases, FARO's maximum aggregate liability arising out of or relating to an Order shall not exceed the aggregate amounts paid by Purchaser to FARO in respect of such Order.

5.03 Rights and Remedies. In the event FARO detects that it has notice of any damages and even if any exclusive remedies fail of their essential purpose, Purchaser acknowledges that FARO has set its pricing in reliance upon the infliction of liability and the disclaimers of warranties and damages set forth in these terms and conditions, and that the same form an essential basis of the bargain entered into by the Parties.

0.00 Design Changes

0.01 Product is subject to changes in design, manufacture, and programming between the date of the Order and the actual delivery date.

0.02 FARO reserves the right to make such changes without Purchaser's consent. Notwithstanding the foregoing, nothing contained herein shall be construed as obligating FARO to include such changes in Product provided to Purchaser.

7.00 Intellectual Property

7.01 As between FARO and Purchaser, FARO owns all ownership in all FARO intellectual property, and Purchaser shall not own or agree to any right, title or interest in any FARO intellectual property.

7.02 Pursuant to all rights set forth in Section 6.02, FARO grants Purchaser a limited, non-exclusive, non-transferable license to use any Software in object code form only and, unless otherwise set forth in an Order or approved in writing by FARO, only with Product in which such Software is installed or embedded.

7.03 Purchaser acknowledges and agrees that the Software contains trade secrets and confidential and proprietary Information of FARO, and shall maintain all Software as confidential and proprietary Information of FARO, and the Software, including, without limitation, the source code. In the event of a breach of this Section 7.03, Purchaser agrees to immediately cease use of such Software and, without FARO's prior written consent, to promptly return all copies of such Software.

7.04 Purchaser further agrees that use of Software, or any right therein, will result in irreparable harm to FARO, and that such Software shall be entitled to damages, lost profits, attorneys' fees, costs, expenses, and injunctive relief, including without limitation temporary restraining orders, permanent injunctions and permanent injunctions from any such use of the Software.

7.05 Pursuant to the Software, FARO will enforce all further subsections of all non-disclosure or non-competition agreements which may reasonably be required by FARO in connection with the Software.

8.00 Indemnification

8.01 Purchaser will defend, Indemnify and hold harmless FARO against all claims, losses, liabilities, damages, costs and expenses (whether direct or indirect) arising out of or in connection with any breach of or alleged breach of any representation or warranty made by Purchaser under this Agreement or any breach of any of the terms, conditions, covenants, or agreements, whether oral or written, between Purchaser and FARO or Purchaser with respect to Product.

8.02 Pursuant to all rights set forth in Section 6.02, FARO grants Purchaser a limited, non-exclusive, non-transferable license to use any Software in object code form only and, unless otherwise set forth in an Order or approved in writing by FARO, only with Product in which such Software is installed or embedded.

8.03 The terms and conditions of the Order shall be incorporated by reference constitute the entire agreement between FARO and Purchaser in respect to Product subject to such terms and conditions, and no modification of any kind shall be binding unless documented in writing and signed by both parties.

8.04 PURCHASER'S AGENDA ITEM # LE TF-1
FARO Laser Scanner Focus³D X 330
Features, Benefits
& Technical Specifications
The Perfect Instrument for 3D Documentation and Land Surveying

Building on the success of the Focus\textsuperscript{3D}, the new Focus\textsuperscript{3D} X 330 surpasses previous models in functionality and performance. With a range almost three times greater than previous models, the Focus\textsuperscript{3D} X 330 can scan objects up to 330 meters away and in direct sunlight. With its integrated GPS receiver, the laser scanner is able to correlate individual scans in post-processing making it ideal for surveying based applications.

In addition, the Focus\textsuperscript{3D} X 330 scan quality has been increased and noise has been reduced, providing precise three dimensional models in a photo-realistic style. These advances in performance did not come at the expense of safety as the Focus\textsuperscript{3D} X 330 includes a Class I "eye safe" laser.

With its increased range and scan quality, the Focus\textsuperscript{3D} X 330 considerably reduces the effort involved in measuring and post-processing. The 3D scan data can easily be imported into all commonly used software solutions for accident reconstruction, architecture, civil engineering, construction, forensics, industrial manufacturing and land surveying. Distance dimensions, area and volume calculations, analysis and inspection tasks and documentation can thus be carried out quickly, precisely and reliably.

How the Focus\textsuperscript{3D} X 330 Works

The technology behind the Focus\textsuperscript{3D} X 330 is simple. First, the laser scanner emits a laser beam from a rotating mirror out towards the area being scanned. Then the unit distributes the laser beam at a vertical range of 300° and a horizontal range of 360°. The laser beam is then reflected back to the scanner by objects in its path. The distance to the objects defining an area is calculated as well as their relative vertical and horizontal angles. The data is captured and transmitted via WLAN for calculating precise 3D renderings.
Focus³D X 330

Features of the Focus³D X 330

Extended Scanning - 330m Range
The Focus³D X 330 can scan objects up to 330 meters away. Large buildings, land-site excavations and vast terrains can be surveyed with fewer scans, thus resulting in quicker project scanning completion.

Easy Positioning - Integrated GPS Receiver
With its integrated GPS receiver, the laser scanner is able to correlate individual scans in post-processing making it ideal for surveying based applications.

Outdoor Scanning Capability
The Focus³D X 330 now is able to perform fast and highly precise scanning in direct sunlight.

Low Noise Performance
The Focus³D X 330 delivers extraordinary scan data quality with very low noise.

Compass
An electronic compass is included within the unit to associate directional data to your scans and facilitate the auto-registration process.

Height Sensor (Allimeter)
Each scan includes height information which can be used to scan different floor levels in a building. The data can then be used to differentiate the floors.

Dual Axis Compensator
To minimize the number of targets needed, the dual axis compensator enables every scan to have integrated level information.

WLAN (WiFi)
WLAN remote control allows starting, stopping, viewing or downloading of scans at a distance.

Benefits to the End User
- 330m scanning range reduces the number of scans per project
- Portability allows user to scan complex objects and environments
- GPS receiver helps correlate individual scans during post-processing
- Touch-screen interface makes the scanner easy for anyone to use

Benefits to the Company
- Provides long term investment for future projects
- Dedicated users can act as general scanning providers within organization
- Real world environments are preserved in a virtual 3D world
- Unsurpassed cost-value proposition makes every scanning project economical
Performance Specifications

Ranging Unit
Unambiguity Interval: By 122 ill 488 Kpls/sec at 614m; by 976 Kpls/sec at 307m
Range Focus 3D X 330: 0.6m - 330m indoor or outdoor with upright incidence to a 90% reflective surface
Measurement Speed (pts/sec): 122,000 / 244,000 / 488,000 / 976,000
Ranging Error: ±2mm

<table>
<thead>
<tr>
<th>Ranging noise</th>
<th>@10m</th>
<th>@10m - noise compressed</th>
<th>@25m</th>
<th>@25m - noise compressed</th>
</tr>
</thead>
<tbody>
<tr>
<td>@ 90% refl.</td>
<td>0.3mm</td>
<td>0.15mm</td>
<td>0.3mm</td>
<td>0.15mm</td>
</tr>
<tr>
<td>@ 10% refl.</td>
<td>0.4mm</td>
<td>0.20mm</td>
<td>0.5mm</td>
<td>0.25mm</td>
</tr>
</tbody>
</table>

Color Unit
- Resolution: Up to 70 megapixel color
- Dynamic Color Feature: Automatic adoption of brightness
- Parallax: Co-axial design

Deflection Unit
- Vertical Field of View (vertical/horizontal): 300° / 360°
- Step Size (vertical/horizontal): 0.009° (40,960 3D-Pixel on 360°) / 0.009° (40,960 3D-Pixel on 360°)
- Max. Vertical Scan Speed: 5,820rpm or 97Hz

Laser (Optical Transmitter)
- Laser Class: Laser class 1
- Wavelength: 1550nm
- Beam Divergence: Typical 0.19mrad (0.011°) (1/e, halfangle)
- Beam Diameter at Exit: Typical 2.25mm (1/e)

Data Handling and Control
- Data Storage: 3D, SDHC™, SDXC™, 32GB card included
- Scanner Control: Via touch-screen display and WLAN
- New WLAN Access: Remote control, scan visualization are possible on mobile devices with Flash®

Multi-Sensor
- Dual Axis Compensator: Levels each scan with an accuracy of 0.015° and a range of ±5°
- Height Sensor: Via an electronic barometer the height relative to a fixed point can be detected and added to a scan
- Compass: Electronic compass gives the scan an orientation. A calibration feature is included.
- GPS: Integrated GPS receiver

Hardware Specifications

Power Supply Voltage: 19V (external supply), 14.4V (internal battery)
Power Consumption: 40W and 80W (while battery charges)
Battery Life: 4.5 hours
Ambient Temperature: 5° - 40°C
Humidity: Non-condensing

Cable Connector: Located in scanner mount
Weight: 5.2kg
Size: 240 x 200 x 100mm
Maintenance Calibration: Annual

For more information call 800.736.0234 or visit www.faro.com/focus
SCENE
Real virtuality software for complete 3D documentation workflows

SCENE software is specifically designed for all FARO laser scanners. SCENE processes and manages scanned data both efficiently and easily by using automatic object recognition, scan registration and positioning. Offering full color images SCENE also provides tools for automated targetless scan positioning and generates high-quality data quickly and efficiently. Once SCENE has prepared the scan data you can begin the evaluation and processing right away. From simple measuring to 3D visualization to meshing and exporting into various point cloud and CAD formats. Scan projects can now be published on the Internet by the push of a button.

SCENE WebShare Cloud is a cloud-based hosting service from FARO for easy and secure sharing of scan project data and collaborating worldwide via the Internet. With SCENE WebShare Cloud, FARO offers a comprehensive service to provide users with simple access to 3D documentation every time, everywhere.

Supports FARO Focus 3D X Series & FARO Freestyle 3D Scanners
GPS Information is used to arrange scans to each other. The extended range of the X Series scanners are used to document larger volumes-per-scan position.

Cloud-to-Cloud Registration with loop closing
Cloud-to-Cloud registration utilizes overlapping scan data and additional information incl. GPS, compass and altimeter to accurately align multiple laser scans without the use of reference objects to minimize registration errors.

Autodesk® ReCap Format
Individual scans and whole scan projects can now be exported into Autodesk® ReCap format.

Adaptive point size
In 3D view it is now possible to adjust the shown point size of each scan point.

Easy collaboration and secure sharing of project data
FARO's hosting solution SCENE WebShare Cloud allows project partners for faster workflow due to easy data sharing and worldwide collaboration.

Areas of application
- Process industry and power plant design
- Digital factory / virtual reality
- Architecture
- Civil engineering and plant design
- Surveying
- Archaeology and cultural preservation
- Factory planning / automation technology
- Safety engineering and forensics
- Marketing, advertising and computer graphics
Specifications

<table>
<thead>
<tr>
<th>Operating system</th>
<th>Microsoft Windows 7, 8, 8.1, 64-Bit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hardware requirements</td>
<td>At least 2 GHz (2.5 GHz Multi-Core-x64-processor recommended), 16 GB RAM or more, mouse with two buttons and scroll wheel</td>
</tr>
<tr>
<td>Data requirements</td>
<td>Graphics card with 512MB and OpenGL 2.0 (NVIDIA cards recommended, Quadro class necessary for stereoscopic visualisation), Internet connection for licensing SCENE, solid State Drive for highest performance recommended</td>
</tr>
</tbody>
</table>

Features

Edllng Scan Data
- Automatic search for reference spheres and black and white reference targets
- Target-less scan placement by TopView based registration or cloud-to-cloud registration methods. Alternatively, automatic identification of edges, corner points and fast plane detection
- Improve the registration results through Intelligent fine registration
- Object markers for the manual identification of spheres, black and white reference targets, circular reference targets, planes, and slabs
- Online correspondence search for the automatic assignment of reference points. Now even faster through parallelisation
- Automatic colouring of the scans with the high-resolution color photographs of the FARO color option
- Colouring of scan points with the aid of imported color photos
- Editing of multiple scan at once in 3D View
- Generation of new scan files of selected areas
- Filters (including "dark points", and "stray points")

Data Management of Extensive Projects
- Project database with multi user Interface and project history
- Hierarchical structure
- Graphical project view to manage all existing scan projects
- Bundling of unlimited number of scans to one project

Navigallon
- Displaying of scan positions for viewpoint selection and changing to other scans by clicking
- 3D navigation supports 3Dconnexion Space Mouse devices
- Predefined views (front view, side view, top view)

Sharing
- Fully integrates with the SCENE WebShare Cloud service
- Automatically creates overview maps & panoramic scan images
- Enables to do simple measurements and to add information, documents, hyperlinks, categories and tags
- Intuitive web-based administration tools to manage projects, users and sharing of information

Import & Export
- Control points for geo-referencing (.cor, .csv)
- Scan points (FARO Scan, FARO Cloud, ASTM E57, .dxf, VRML, .igs, .dxf, .xy, .xyb, .pts, .ptx, .ptz, .pod)
- CAD objects (.wrl, .igs and .dxf)
- Import digital photos (.jpg, .png, .bmp, .tif)
- Export panoramic Images (.jpg), export orthophotos (.tif)
- Direct data transfer to: AutoCAD, ReCap, Revit, Microstation, Geomagic, Polyworks, Rapidform, Pointools, Reconstructor, AVEVA, Intergraph, LFM, Point-sense, PointCab, Carlson and more than 100 others

Creating Workspaces
- Project Point Cloud for efficient navigation in 3D data
- Object fitting with visual quality indicators for spheres/tubes/planes (including automatic border detection)
- Create meshed surfaces
- Take measurements
- Intuitive user Interface with structure view
- Documentation objects to add notes and attach external documents via hyperlink technology
- Creation of virtual scans

Analysis
- Distance measurement
- Analysis of evenness

Views
- 3D View, Planar View & Quick View
- Stereoscopic visualisation with suitable graphics board and 3D capable 3D device
- Color scans are shown either in color or black & white
- CAD object display
- Correspondence view to control scan placement on the screen
- Multi Clipping Boxes to control the visualisation in 3D View
- Adoptive point size visualisation
The combination of the FARO LS' high quality data capture and the FARO Forensic Package provides a powerful tool for capturing 3-D investigation scenes. Scene analysis and documentation are streamlined into one easy-to-operate solution, assisting in faster scene assessments, easy-to-interpret visual aids and effective digital storage of critical information for the total duration of the investigation. You can now clear the investigation area faster, reducing possible contamination and the impact on surrounding services. Return to the scene at any time for re-evaluation and new theory confirmation.

**Benefits**

- Direct interface with FARO Laser Scanner LS
- Scan Regions
- Assisted 3-D Analysis
- Quality Data Storage Management
- CAD Support
- Scene Visualization & Color Overlay
Creating Workspaces
- Creating scenes with colorized scan points as well as hi-res photo overlays
- Scan viewing, filtering, registration direct or with Survey Points
- Import of CAD objects via VRML
- Object recognition with Cylinder/Spheres/Planes (inc. automatic border detection)
- Edge detection
- 3-D - triangulated meshes
- Intuitive user interface with structure view and support of drag-and-drop functionality between Windows Explorer and FARO Scene

Import & Export
- Targets (.cor)
- Scan points / Scan pictures (.jpg)
- CAD objects (.igs), (FARO Scan, Cloud, .dxf, VRML, .igs, .pts, .ptx, .ptc)

Navigation
- Displays scan positions for view point selection
- Fly-through, examine, pan

Analysis
- Distance measurement also in hi-res photo
- Viewing analysis also with imported models
- Blood splatter trajectories
- Structural analysis with slicing etc.
- Bullet shot trajectories
- Measurement in positioned and scaled surveillance photos for height and floor object measurement of suspects and objects

Advantages
Quick Start with immediate results: Easy to use wizards for hi-res photo overlay, blood splatter analysis and bullet trajectory detection. Well structured menus for intuitive interaction. Drag and drop for easy creation of workspaces. Onboard help. Easy to use measurement tools, object based measurement tools. Meshing to create 3-D - Surfaces with colored photo overlay. VRML Import of CAD-models such as people, furniture, cars, guns etc. enable quick and easy scaled viewing at your fingertips.

Accurate & Fast 3-D Forensic Tools
For real time investigation with minimum trace deterioration. Sound & complete facts from reality at the touch of a button. Effective digital storage of critical information. Return to the scene at any time for re-evaluation and new theory confirmation. Solutions for the forensic professional exist in many areas:
- Crime Scenes
- Accident Investigation
- Bank Robberies
- Fire Incidents

System Requirements
- Microsoft Windows XP (Professional or Home Edition, SP1 or later);
- Windows 2000 (SP2 or later); Windows NT 4.0 (SP6)
- 1 GHz processor (2.5 GHz recommended)
- 1 GB RAM (2 GB recommended)
- Mouse with 2 buttons and wheel
- Graphics Card with 32MB & OpenGL hardware acceleration
- Ethernet card for licensing

LABORATORY ACCREDITATION BUREAU

ISO-17025 : 2005 ACCREDITED Certificate # L1147

www.faro.com 800.736.0234
Course Description

This course instructs users in the operation of the FARO laser scanners and FARO SCENE software. Each student will get hands on usage instruction with the laser scanner. The students will also get instruction on how to process data in the FARO SCENE software. The course will cover methodologies, strategies and workflows for FARO software and hardware, based upon the collective experiences of Law Enforcement and Forensics experts. Focus will be aimed toward the user's basic knowledge, understanding of how the system works, how to use the data and how to prove the data accuracy. In addition the user will learn how to create court ready illustrations or diagrams.

Training will also include the opportunity for the user to take a User Certification Exam. A passing score on the Faro Laser Scanner User Certification ensures the operator shows proficiency and exhibits best practice in theory, planning, and practical scanning applications.

Duration of Training: Five Days

Topics:

- Hardware and Software:
  - Equipment Setup and Operation
  - Data Preservation
  - Best Practice Workflow
  - Data sharing tools
  - Processing Data and Scan Alignment Techniques
  - Post Processing
    1. Creating Panoramic Images
    2. Creating Orthographic Images
    3. Adding Color
    4. Exporting/Importing Data to The CAD Zone and various 3rd party software.

- Application Specific Items
  - Evidence Preservation Techniques
  - Extracting Evidentiary Points for Use In Cad Programs
  - Crash Investigation
  - Crime Scene Investigation
  - Forensic Scene Mapping
  - Forensic Scene Diagramming
  - Creation of animated fly through videos
  - Blood Spatter
  - Bullet trajectory
  - Suspect Height

*Faro User Certification exam, including written and practical assessment, will be administered at the conclusion of the course.
Benefit Analysis  Panama City Police Department

3D Laser Scanning Technology

Kelly Watt – US Regional Sales Manager – Law Enforcement

Richard Britt - Account Manager – Forensics

Ethan Greenberg – Inside Sales Specialist - Forensics
1: Vendor Background:

FARO® is a global technology company that develops portable 3D measurement instruments for inspection, imaging, reverse engineering, and surveying. Our focus is on simplifying our customers’ work with tools that empower them to dramatically reduce their on-site measuring time and lower overall costs. As the pioneer in portable computer-aided measurement, we apply our unique knowledge and understanding of our clients’ business goals to help them succeed. We empower our clients to exceed the demands placed upon them by applying the latest advances in technology to make our own industry-leading product offerings more accurate, reliable, and easier to use.

Our commitment to our customers extends well beyond product performance – with FARO you have 3D measurement peace of mind.

Each FARO team member is completely focused on simplifying our customers’ work, championing their innovation and ours, so our customers and their businesses can be more prosperous.

Certifications and Accreditations:

- ISO 9001 Certified
- ANSI-ASQ National Accreditation Board (ANAB) Accredited (Applies to FARO Laser Scanners)
- GSA Contract Holder
- Partner of the National Center for Defense Manufacturing and Machining:

Worldwide, approximately 15,000 customers are operating more than 30,000 installations of FARO’s systems. The Company’s global headquarters is located in Lake Mary, Fla., its European head office in Stuttgart, Germany and its Asia/Pacific head office in Singapore. FARO has branches in Brazil, Mexico, Germany, United Kingdom, France, Spain, Italy, Poland, Netherlands, India, China, Singapore, Malaysia, Vietnam, Thailand and Japan.

2: Overview:

a). Vendor Understanding

The City of Santa Fe desires to obtain a 3D Laser Scanning System for the Santa Fe Police Department to enhance capabilities to document, photograph, capture and process Fatalities, Homicides, and Major Cases and to present enhanced work products to prosecutors for use in courtroom testimony.

b) Recommended Solution

FARO Technologies Inc. general approach to business is to provide comprehensive turnkey solutions to our clients.
FARO Technologies would recommend a full FARO Solution including the following hardware/software applications below. There are no 3rd party products required and FARO offers a full solution of hardware and software to meet NOPD needs, but FARO does allow for many file exports so agencies can work with existing CAD diagramming programs with scan data.

3: Benefit Analysis

Moving forward with the FARO solution would benefit the Santa Fe Police Department in the following areas:

1) Significant reduction of man hours on scene leading to a reduction in secondary accidents
2) Significant reduction of man hours diagraming, using calculations and producing reports
3) Significant economic savings due to the reduction in road closures
4) Reduction in on-site officer injuries due to the reduction of time on scene and the ability to scan from a safe position.
5) Significant advancement to reporting offering extremely compelling evidence to assist with conviction rates
6) Offer new techniques for forensic analysis with footwear, tread-pattern, blood spatter, suspect height and bullet trajectory to significantly save time, increase accuracy and offer better forensic understanding which previously was not possible through traditional methods
7) Maintain and Improve in integrity of Evidence. Create Virtual 3d Model / Snap Shot of the Scene which can be kept in perpetuity. The Virtual Scene can be revisited at any point 2 days or 20 years later.

Please contact us for further explanation on any of these points above.

4: Functionality

The FARO turnkey solution (FARO Focus X330 with SCENE and CAD Zone) is well known as the ideal forensic solution due to:

a) Speed: the FARO scanner does not need to be leveled before scanning. Other models require you to chase a bubble to level each time (5-15 min setup each station move). The overall
lightweight also offers 1 person operation and ease of movement between station moves, further decreasing setup and breakdown times. Importing data is a 1 step process (leading competitor is 3 steps which is very time consuming resaving very large data-sets 3 times before processing). Overall scan time is faro quicker than leading competitive products, where color indoor high resolution scans range from 5-7min and outdoor high resolution scans from 7-11min.

b) Ease of use of hardware and software
The intuitive 1 touch to scan screen, wifi connection to table/phone/labtop and no need for leveling make the FARO scanner the easies Instrument to operate. Simply name your project folder, check resolution and sensors, then press SCAN.

c) SCENE targetless registration allows for click to process cloud to cloud registration in a matter of minutes after scan data import.

Import from SCENE to FARO CAD Zone broadens the reconstruction offerings for Crime/Crash/Fire where "to scale" models, calculation modules and forensic specific tools are quick and easy to use, while detailed reports print to include in the case file. Crush, Momentum, Google/Bing maps overlay

d) Scanning in difficult places - Mobility (weight, size)
Also unique to FARO for the purposes of Crime Scene documentation is the size 240 x 200 x 100mm (9.4" x 7.8" x 3.9") and weight of the FARO Focus 3D laser scanner at 5.2kg (less than 11.5lbs). FARO is the sole source for the smallest light weight, large volume 3D Scanner. The FARO Focus Is specifically intended for crime scene documentation in hard to reach areas and to do so at a very high accuracy rate (2mm at 25m). The scanner head can be placed on the ground standing less than 8" tall to capture evidence in hard to reach areas, common to crime scenes. At less than 11.5lbs the scanner can be moved with one operator and with one hand.

e) FARO hardware and FARO SCENE also allow to export a file format consistent with other widely used software diagramming programs such as, but not limited to: ARAS 360; SCENE Vision; Mapscenes; Visual Statement; 3D Studio MAX; AutoCAD; ARENA4D and more.

f) With increased range (330 meters or 1000 foot radius) and scan quality, the Focus3D X 330 considerably reduces the effort involved in measuring and post-processing. The 3D scan data can easily be imported into all commonly used software solutions for Crime Scene / Accident Reconstruction Analysis, Diagramming and Animations, Distance dimensions, area and volume calculations, analysis and inspection tasks and documentation can thus be carried out quickly, precisely and reliably. Additionally, the X 330 offers a range almost 3X greater than previous models; the Focus3D X 330 can scan objects up to 330 meters away and in direct sunlight or in zero light environments. With its integrated GPS receiver,
the laser scanner is able to correlate individual scans in post-processing making it ideal for forensic, law enforcement and surveying based applications.

FARO's competitive advantage is the lightweight, affordable, precise technology delivered with each 3D laser scanning product. With FARO Technologies products, our customers are making an investment for future projects with unsurpassed cost-value, a major advantage when looking for the most cutting-edge technology that gets you the right results in an age of limited resources.

Unique to FARO as a hardware scanning company, FARO is the sole developer of our Forensic Plugin which includes a blood spatter program for forensic analysis. To-date, FARO is not aware of any other hardware manufacture that manufactures both a comparable laser scanner and forensic blood spatter tool for crime scene forensic analysis that works directly in the point cloud registration software (FARO SCENE™).

FARO recently acquired FARO CAD Zone™ and ARAS 360 crime scene diagramming software which allows a direct integration to open FARO Focus point cloud data from scans into a simple to use diagramming program for full scene documentation, animations and other reconstruction (2D/3D). FARO will not guarantee compatibility of the FARO CAD Zone™ and now ARAS 360 software on competing manufacture's 3D laser scanners instruments sold to the forensic market. However, the FARO CAD Zone™, ARAS 360 and FARO SCENE development teams are in direct communication as they are both owned by FARO.

g) Mobility and Flexibility – due to the small size and weight of the FARO scanner, the applications and flexibility of use on Crime Scenes is unsurpassed. The Scanner was used inverted over a Dumpster to Scan homicide, inside of vehicle. Scanning inverted and bolted to ceiling of a crime scene, scanner raised on latter to gain aerial images.

h) Blood Spatter Analysis Origin & Reconstruction:
   The SCENE forensic plugin has been successfully validated next to traditional measurement and to Hemospot (the leading blood spatter software in forensic analysis today). Reducing documentation time to minutes on scene affords agencies to produce detailed analysis on every scene. Beyond this, the FARO scanner and forensic plugin allow blood spatter analysis on surfaces where traditional methods can not go. Example below of the spatter on a car windshield was completed in a validation study with the RCMP (Dec 2014), proving that scanning creates new opportunities for forensic investigators to evaluate evidence in ways not available through traditional methods.
i) Shooting Origin & Reconstruction/Officer Involved Shootings
The FARO scanner allows for very accurate bullet trajectory analysis. With FARO's unique trajectory spheres, trajectory analysis allows investigators to establish shooter origin and run quick scenarios in minutes to establish facts of the case. The spheres are the most accurate way to evaluate trajectory rod position, and FARO CAD Zone trajectory variance cones accounting for the margin of error commonly calculated by forensic teams (+-5%).

j) Clandestine Grave Sites & Post-blast Analysis
FARO's volumetric plugin allow for calculations on surface, depth, volume, and skeletal remain measurements in just a few clicks (see images below). Also, creator analysis for post blast reconstruction is also available with the same tools.

k) Accident Reconstruction
The rapid speed of the FARO scanner allows for extremely quick scanning to clear roadways and open major thruways. The below example offered by Clackamas County Sherriff in Oregon shows a single scan taking 1min and 40 seconds without color in full dark night. This data is all that was taken for the full reconstruction of this fatal accident. The second night example shows a scene where a car drove off the road, catapulting upside down into a thick thorn blueberry patch. The scanner was placed on the police van roof to capture the vehicle position at point of rest without having to leave the roadway, again in a matter of minutes, keeping roadways clear and officers safe.

Measuring with FARO = 1min 40s
1. Reduce Risk of Officer Safety
2. Traffic Closure = 2 min
3. Efficiency
4. Technician = 1
5. Full Scene Preservation
I) Documentation & Imaging Analysis

The animations plugin in FARO Scene allow for high resolution video production scene documentation eliminating the time and need to video document crime scenes, a tedious and traditionally time consuming process. Also the SCENE Forensic plugin allows for a unique way to work with Scene photographs or widely available CCTV low resolution video footage for crime/crash scenes. Suspect height analysis can be invaluable to perpetrator pursuit on robbery homicides, or hit and run investigations. Advanced topic classes are available through the FBI college, and will be available via FARO through 2015.

m) Impression Evidences - Footwear and Tire-tread Analysis

Due to the high resolution output, C-Class Identification and some unique pattern analysis can be made through FARO scan data, meshing data and cloud compare workflows (note additional software required).

n) Fire Investigation, Infared and Thermal Point Cloud Data

The FARO scanner is an excellent arson investigation tool giving officers quick documentation of fire scenes preserving difficult areas for evidence inventory, infrared and thermal analysis of point of ignition, evaluation of how a fire spreads and other forensic analysis (note the FARO scanner does not come with a thermal camera, rather, thermal images can be imported into SCENE Software for further analysis).
The FARO laser is an infrared laser so reviewing raw data will allow for infrared analysis to discover points of contact such as burnt out light sockets, electrical outlets or hot spots that have been painted over. The infrared also helps with identification of blood, semen and other evidence on cloth or dark surfaces (see image below) opening forensic investigation to less serious crimes.

5: Video Documentation & Imaging Analysis
The animations plugin in FARO Scene allow for high resolution video production scene documentation eliminating the time and need to video document crime scenes, a tedious and traditionally time consuming process. Also the SCENE Forensic plugin allows for a unique way to work with Scene photographs or widely available CCTV low resolution video footage for crime/crash scenes. Suspect height analysis can be invaluable to perpetrator pursuit on robbery homicides, or hit and run investigations. Advanced topic classes are available through the FBI college, and will be available via FARO through 2015.

**Video Pro** - The FARO Video Pro plug-in for SCENE allows for easy creation of animations and flythrough videos from scan projects directly within the SCENE.

Features:
Define camera trajectory by SCENE's View Points
Immediate preview of the final animation
Render stereoscopic videos with the click of a button
Creation of super crisp video output up to 4x HD resolution
Manage multiple animation trajectories within the same scan project
Video Pro will store the output as single frame images as well as ready-made video files. This offers smooth integration into dedicated video rendering software packages when needed

Example - [https://faro.wistia.com/medias/a81nxxqt9w](https://faro.wistia.com/medias/a81nxxqt9w)

6: Storage:
All scans are stored on a “hashable” SD card which is easy to remove from the scanner. The SD is the most reliable data source in law enforcement such as used in almost all digital photography equipment. The SD storage device used in the FARO Scanner is a standard 32 GB

7: Court Deliverables
FARO's unique presentation software Webshare2Go allows the user to package Scene scans (top right) to show in a measurable top down view (top left) and Google Street View style 3D View (below). Webshare2Go is downloaded to a USB or storage device with its own operating system so the user can open on any computer without downloading. The intuitive viewer allows the viewer to take measurements (xyz) on the fly, show with color, or in gray-scale, hyperlink scene documents, videos and
reports to use in courtroom presentations. This is not a cloud software, but the same viewer is available with additional functionality such as annotations and Google Maps referencing in WebshareCloud.

8: Specialized experience and technical competence

FARO has an experienced Forensic team with law enforcement experts available to assist agency clients. Our dedication to the Forensic Industry is evident in our investment in our team. Our entire team is available to our clients after business hours or for support or case-related matters.

a) A Full Staff of Account Managers, Applications Engineers, Customer Service Team, Inside Sales Specialists

9: Training:

Facility / On Site Training / On Line Tutorials

We have different training options as listed below. For each scanner sale, 2 free seats of FARO hosted training is provided at one of our facilities. As an upgrade, it is recommended that regular users participate in a full 5-day forensic training hosted at the agency location. The instruction will be given by a forensic expert in crime scene documentation and accident reconstruction. Our forensic trainers have all testified in court with scanners in the past and are experts with the use of FARO and related software applications.

FARO On-Line Video Training and YouTube videos

FARO Technologies Inc. provides a wealth of instructional “How-to” videos on using Scene and the Faro Scanner. This learning center system allows end users to log on FARO Technologies Inc. website and then view step-by-step visual tutorials on using various Scene features. Some of the popular videos include:

- Introduction to Scene
- Registration in Scene
- Editing point cloud files, adding color
- Work with photos in Scene
- Blood spatter, bullet trajectory and witness height analysis
- Creating Webshare-to-go for DA deliverables

Scene comes with a Quick Guide that supports new and experienced users. The guide covers subject matter from the quick key guide to advanced use of the software.
10: Hardware Warranty and Software Maintenance

The FARO Focus 3D Laser Scanner includes a 1 Year full warranty on parts and labor. FARO SCENE and CADZone Software include 1 Year of Maintenance which includes Software Updates.

12: Partial Client List and Case History.
Today, FARO Technologies Inc. has over 500 US law enforcement customers including federal, state police, municipalities, sheriff’s office, and criminal prosecutors. Our US installation map is shown below and some of our local customers are also listed:

Some Federal Clients
- Federal Bureau of Investigation
- United States Secret Service
- US Army Crime Lab

Some Large Forensic Installations
- LA State Police (5 Focus 120-TX5 OEM)
- Ohio BCI – State Police (5 units)
- San Bernardino CSO (9 units)
- UT State Police (CSI/BCI/Traffic) (7 unit)
- SEA Ltd (12 units)
- Rimkus Consulting (5 units)
13: FARO Testimonials

A few FARO Focus reviews are listed below:

"I am currently employed as a Forensic Technician within the Law Enforcement community. While on the job, I use the FARO Focus to collect scan data of crime scenes for documentation, reconstruction, and courtroom display purposes. Utilizing the scanner has allowed me to bring the jurors back to the scene of the crime without having to ever leave the jury box."

Sincerely,
Heather W.
Law Enforcement
Osceola County Sheriff Office
FL, USA

"The FARO X330 has made me more efficient at collecting evidence at the scene of crashes and crime scenes. What used to take 3 to 4 hours with 5 to 8 people, I can now do in 1 to 2 hours with 2 people. When going into court, I am able to show the jury the kind of things they see on TV when they watch crime dramas. It makes complicated crash and crime scenes easily understandable."

Deputy Bryon O'Neil
Clackamas County Sheriff's Office
Criminal Reconstruction and Forensic Team
503-785-5090 (Office)
"We recently purchased 9 FARO Focus 3D Scanning Stations to be used in crime scene documentation for Homicides, Officer Involved Shootings, Fatal Traffic Collisions, and of course anything causing significant civil liability to the department and our county. I am in charge of our county’s MAIT (Major Accident Investigation Team) in which we typically have about 100 fatalities or serious deputy involved collisions a year. I was also the commander of our crime lab and our CSI unit which handles over 100 Homicide/OIS cases a year. For the past 4 years we used a Leica C-10 scanner but with our county, the largest in the country at 25,000 sq. mi., we needed more than 1 device to handle everything. I began researching Rieg and FARO scanners and found the FARO, compared to all others, was by far the superior choice. Compared to the current Leica we were using, the FARO was faster, smaller, lighter in weight; and the most important factor, user friendly.

My people put it through its paces scanning inside, outside, bad weather, light, and darkness and found it easily surpassed the functionality of the Leica [...]. The FARO at 11 lbs. and the Leica at 35 lbs. The weight of the Leica caused two shoulder injuries from my CSI unit. We also found we could shoot 4 better scans and capture more data with the FARO in the same time it took to shoot 1 scene with the Leica. This is a huge factor for your executive staff because less overtime is being paid at a scene while you are scanning.

As far as the traffic reconstruction side of the house we are still finishing up with testing 3rd party software. My department is currently using Visual Statements’ EdgeFX but we are looking at Crash Zone and ARAS 360 to handle a point cloud as well. SCENE software is the proprietary program that comes with the FARO and can do most anything to include blood spatter and trajectory, but we all know the recon side needs a few unique functions thrown in as well.

I hope this gives you a running start and please feel free to call when you have further questions...and you will. I don’t mind talking to about our progress and/or concerns.”

Donny Mahoney, Lieutenant
San Bernardino County Sheriff’s Department
Central Station
Ph. 909-387-3545
Fax 909-387-3688
14: Animations / FARO Documentation

https://faro.wistia.com/projects/4gvls62d2v

WHITE PAPERS
http://www.faro.com/download-centre/white-papers

CASE STUDIES
http://www.faro.com/download-centre/case-studies

TECH SHEETS
http://www.faro.com/download-centre/tech-sheets

Proposal submitted by Richard Britt and Ethan Greenberg, FARO Technologies, Inc.
Bid Notice for Focus 3D X330 Laser Scanner

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

(1) S-7-330 3D_HW_LS_Focus3D X330

Focus3D X 330 Laser Scanner. Ships with: 1 Focus3D X 330, with GPS, compass, altimeter(barometer), dual-axis compensator and WLAN, 1-Year Standard Warranty, 1 PowerBlock Battery, 1 32GB SD Card, 1 SD Card Reader, 1 SD Card Cover, 1 Power Dock, 1 Quick Charge Power Supply, 1 Car Power Supply, 1 Rugged Transport Case with Wheels, 1 Ruggedized Protection and Transport Cover (in aluminum), 1 Panorama Quick Release, 1 Optical Cleaning Set, Training at FARO facility. #SCENE Software licenses are purchased separately.

#Please note: the lead-time may take 6 weeks or more after receipt of written order.

(1) SOFTS0302 3D_SW_SC_SCENE

SCENE version 5.N. Software to process data of FARO 3D laser scanners. Includes 1-year of software maintenance (SMAS0001)

(1) SOFTS0369 3D_SW_SC_SCENE Dongle

Upgrade from existing standard soft lock license to a hard lock (USB Dongle) for one Scene single user license. SCENE licenses purchased separately.
Three-day course for two (2) trainee at an approved FARO training facility that discusses LS operation, setup, and basic measurements. NOTE: Classroom trainings are limited to six (6) trainees and are scheduled on a first come, first served basis. Classes can be canceled within two weeks of the scheduled date if sufficient enrollment is not met. NOTE: Training will expire if not taken within 90-days of receipt of equipment. No charge item applicable only with purchase of laser scanner.

(1) ACCSS6001 3D_AC_LS_Focus3D Battery Power Block

Power Block battery for Laser Scanner Focus3D

(1) ACCSS6005 3D_AC_LS_Carbon Fiber Compact Tripod

High-level carbon fiber tripod for Focus3D X 330 and Focus 3D X 130.

(1) SOFTS0334 FARO Scene Extension Forensic

Extension of FARO SCENE software with additional features for forensic applications.
(1) SOFT50011  FARO CZ Point Cloud

For use with a Laser Scanner. Use FARO CZ Point Cloud to create 2D and 3D diagrams from the point cloud data captured with the FARO Focus3D scanner. CZ Point Cloud includes all the features of Crash Zone and Crime Zone plus unique tools for selecting data points, creating accurate diagrams and animations from a point cloud.

(1) SOFT50027-D-S  FARO CAD Zone Software Dongle

(1) APPS01002  3D_SW_AP_SCENE Video Pro App

SCENE Video Pro App, for SCENE single user license Plug-in for SCENE 5.N to create animated videos from scan data.

(1) SWS-FCX-3  FARO Focus3D X Standard Warranty-3 Years

Three-year Standard Warranty for FARO Focus3D X includes annual certification and recalibration. Parts, labor and return shipping charges covered. Goal is to have service completed within 10 business days from date of receipt.
Maintenance for SCENE software. Includes SCENE software upgrades during the term of the contract. Duration: 3 year. Scope of service according to the conditions of the SCENE maintenance contract.

(1) TRLSSCNPOSFORO OnSite Forensics Cust-Site Upgrade 5 Day

Upgrade of TR-LS-SCN-POS

(Three-day FARO facility class) to five-day industry specific scanner training for accident reconstruction and forensics applications to be conducted by an industry except with experience in accident reconstruction and forensics and a variety of associated software packages. This customer site class includes basics of hardware and Scene software, as well as customized training in the customers' applications. Customer site trainings are designed for up to four (4) trainees to ensure proper transfer of knowledge and understanding. Price per class. NOTE: Training will expire if not taken within 90-days of purchase.

(1) ACCSS0287 200mm Koppa Target W/ Tripod Mount Kit

A complete package of target spheres along with tripods and other accessories, shipped in 2 crates. Spheres are sprayed with "KoppaTuff" coating. The first crate contains a 6 pack of 200mm target spheres with magnetic bases and individual cotton storage/handling bags, and 6 1/4-20 camera tripod mount plates. The second crate contains tripods and accessories that provide most of the standard mounting options for use in the field. Included are 6 camera tripods, 3 small flexible tripods, 3 traffic cone Adapters, and a dozen 2" fender washers.

Bids must be sealed and will be received until 12:00 p.m. (noon) Central Time, April 12th, 2016 at the City of Panama Beach Police Department, Attn: Captain Richard McClanahan, 17110 Firenzo Avenue, Panama City Beach, Florida, 32413 and will be opened and read publicly immediately thereafter.

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

All bids shall be firm and for a period of 6 months after opening.

Advertisement Dates: March 29th, 2016 begins.