PANAMA CITY BEACH CITY COUNCIL
AGENDA

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

MEETING DATE: November 10, 2016
MEETING TIME: 6:00 P.M.

I. CALL TO ORDER AND ROLL CALL

II. INVOCATION- PASTOR JOHN WOODROW, GULFVIEW UNITED METHODIST CHURCH

III. PLEDGE OF ALLEGIANCE- COUNCILMAN SOLIS

IV. APPROVAL OF REGULAR MINUTES OF OCTOBER 13 AND OCTOBER 27, 2016

V. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS

VI. PRESENTATIONS –
1 BOYS & GIRLS CLUB CIVIC ACHIEVEMENT AWARD PRESENTATION.

VII. PUBLIC COMMENTS - (Limited to 3 Minutes for Consent and Regular Agenda Items only)

VIII. CONSENT AGENDA
1 "VETERANS DAY" PROCLAMATION. "A Proclamation honoring November 11, 2016 as Veterans Day in PCB."

2 "NATIONAL PEARL HARBOR REMEMBRANCE DAY" PROCLAMATION. "A Proclamation designating December 7, 2016 as 'National Pearl Harbor Remembrance Day' with the flags being lowered to half-staff on that day.

3 RESOLUTION 17-19, BID AWARD- WEST BAY GROUND STORAGE TANK REPAINTING. "A Resolution of the City of Panama City Beach, Florida, approving Agreement with Anderson & Associates Construction, Inc., in the amount of $107,067 for the repainting of the West Bay Ground Storage Tank."

4 RESOLUTION 17-20, BID AWARD- WASTEWATER TREATMENT FACILITY INFLUENT SCREENS 2 & 3 REPLACEMENT. "A Resolution of the City of Panama City Beach, Florida, approving Agreement with Wes Tech Engineering, Inc., in the amount of $254,185.50 for the purchase of 3 influent screens for the Wastewater Treatment Facility."

5 RESOLUTION 17-21, CHRISTMAS PARADE ROAD CLOSURES. "A Resolution of the City of Panama City Beach related to the annual Christmas Parade; authorizing closure of portions of Pier Park Drive, Starfish Street, Bluefish Drive, Stingray Drive, and Powell Adams Road between 3:00 P.M. and 7:00 P.M. on December 10, 2016 for the parade; and authorizing temporary usage of a portion of Front Beach Road (U.S.98) between 3:00 P.M. and 7:00 P.M. on December 10, 2016 to permit the parade; and providing an immediately effective date."

6 RESOLUTION 17-22, BID AWARD - LONGLEAF / WIREGRASS PINE SEEDLINGS PLANTING. "A Resolution of the City of Panama City Beach, Florida, approving Agreement with Panhandle Forestry Services, Inc., in the amount of $51,374 for the hand planting of longleaf pine and wiregrass seedling at the Conservation Park."
7 RESOLUTION 17-25, NEW YEAR'S EVE STREET PARTY, BALL DROP AND ROAD CLOSURES. "A Resolution of the City of Panama City Beach related to the New Year's Eve Street Party event; authorizing various road closures within Pier Park on December 30 and December 31, 2016 for the event's street party and ball drop; and providing an immediately effective date."

8 RESOLUTION 17-28, GAC CONSTRUCTION SITE ROAD CLOSURE. "A Resolution of the City of Panama City Beach, Florida, related to the unloading onto a construction site on Front Beach Road by GAC Contractors, Inc.; authorizing temporary usage of Front Beach Road from the intersection at Gardenia Street to the intersection at Laurel Court during the hours of 2:30 A.M. and 5:30 A.M. on Sunday, November 13, 2016."

IX. REGULAR AGENDA - DISCUSSION/ACTION

NO. OFFICIAL ITEM

1 MG RESOLUTION 17-13, BID AWARD-REPLACEMENT F-150 TRUCK FOR FIRE/RESCUE AND BUDGET AMENDMENT 5.

2 MG RESOLUTION 17-18, COLONY CLUB EXIT ROAD MITIGATION AGREEMENT.

3 MG RESOLUTION 17-17, BID AWARD- COLONY CLUB- NAUTILUS CONNECTION PROJECT AND BUDGET AMENDMENT #6.

4 MG RESOLUTION 17-26, COMPREHENSIVE TRAFFIC ENFORCEMENT PROGRAM (CTEP) GRANT AWARD & BUDGET AMENDMENT #4.

5* MG RESOLUTION 17-27, FRONT BEACH ROAD SEGMENT 2 UTILITY RELOCATION POST DESIGN SERVICES, DEWBERRY ENGINEERS, INC. TASK ORDER 03-2016 AMENDMENT, AND BUDGET AMENDMENT #7.

6 MG ORDINANCE 1396, PENDING ORDINANCE DOCTRINE CODIFICATION, 1ST READING.

7 ML ORDINANCE 1397, ANNUAL UPDATE OF CAPITAL IMPROVEMENT SCHEDULE, 1ST READING.

8 MG RESOLUTION 17-12, HAMPTON INN PEDESTRIAN BRIDGE ROAD CLOSURE.

9 ML APPROVAL OF NEW JOB DESCRIPTION, FULL-TIME ADMINISTRATIVE SUPPORT SPECIALIST, BUILDING & PLANNING DEPT.

10 MG GENERAL FUND UPDATES.

11 MG UBER- DISCUSSION.

12 MT PUBLIC COMMENTS. (Limited to Three Minutes).

13 AM ATTORNEY REPORT.

14 MG CITY MANAGER REPORT.

15 MT COUNCIL COMMENTS.

16 MT ADJOURN.

* Action on this item is taken by both the City Council and the City of Panama City Beach Community Redevelopment Agency, jointly and concurrently.
IN AN EFFORT TO CONDUCT YOUR COUNCIL MEETINGS IN AN ORDERLY AND EXPEDIENT MANNER, WE RESPECTFULLY REQUEST THAT YOU WAIT UNTIL THE CHAIR RECOGNIZES YOU TO SPEAK, THEN COME TO THE PODIUM AND STATE YOUR NAME AND ADDRESS FOR THE RECORD.

E-mailed and/or Faxed to following interested parties on: 11/8/16, noon.

<table>
<thead>
<tr>
<th>NEWS MEDIA</th>
<th>CONTACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>News Herald</td>
<td>John Henderson</td>
</tr>
<tr>
<td>Bullet</td>
<td>Editor</td>
</tr>
<tr>
<td>Channel 4</td>
<td>Ryan Rodig</td>
</tr>
<tr>
<td>Channel 7</td>
<td>Rex Ogburn</td>
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<tr>
<td>Channel 13</td>
<td>Ken McVay</td>
</tr>
<tr>
<td>Comcast</td>
<td>Kay C. McWilliams</td>
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<tr>
<td>WOW</td>
<td>Cil Schnitker</td>
</tr>
<tr>
<td>WKGC</td>
<td>Emily Balazs</td>
</tr>
<tr>
<td>WLTG</td>
<td>A. D. Whitehurst</td>
</tr>
<tr>
<td>Clear Channel</td>
<td>Crystal Presley</td>
</tr>
<tr>
<td>Powell Broadcasting</td>
<td>Jeff Storey, GM</td>
</tr>
</tbody>
</table>

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)
BOYS & GIRLS CLUB
CIVIC ACHIEVEMENT
AWARD
CITY OF PANAMA CITY BEACH

CIVIC ACHIEVEMENT AWARD

Be It Known That

Trae Batson

HAS GIVEN EXCEPTIONAL SERVICE

TO THE BOYS AND GIRLS CLUB
OF PANAMA CITY BEACH

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

Presented this 10th of November, 2016

MAYOR MIKE THOMAS
CONSENT AGENDA

ITEM 1
~Proclamation~

A PROCLAMATION HONORING
NOVEMBER 11, 2016
AS
VETERANS DAY
IN PANAMA CITY BEACH, FLORIDA

WHEREAS, we have a sacred trust with those who wear the uniform of the United States of America. These veterans deserve our deepest appreciation and respect as we recognize those who were willing to give their last full measure of devotion for us; and

WHEREAS, our Nation's servicemen and women are our best and brightest, enlisting in times of peace and war, serving with honor under the most difficult circumstances, and making sacrifices that many of us cannot begin to imagine; and

WHEREAS, today, we reflect on the invaluable contributions of our country's veterans and reaffirm our commitment to provide them and their families with the essential support they were promised and have earned; and

WHEREAS, we also pay tribute to all who have worn the uniform and continue to serve their country as civilians. Many veterans act as coaches, teachers, and mentors in the communities, selflessly volunteering their time and expertise. Our veterans continue to stand up for those timeless American ideals of liberty and self-determination.

NOW, THEREFORE, I, Mike Thomas, by virtue of the authority vested in me as Mayor of the City of Panama City Beach, call upon all citizens of Panama City Beach to observe November 11, 2016 as

Veterans Day

and encourage all Americans to honor the heroes we have lost, and rededicate ourselves to the next generation of veterans by supporting our Soldiers, Sailors, Airmen, Marines, and Coast Guardsmen as they return home from duty.

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

City of Panama City Beach

Mike Thomas, Mayor

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

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

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

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

NOW, THEREFORE, I, Mike Thomas, by virtue of the authority vested in me as Mayor of the City of Panama City Beach, proclaim December 7, 2016 as

"National Pearl Harbor Remembrance Day"

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

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

ITEM 3
CITY OF PANAMA CITY BEACH
AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
Utilities Department - Al Shortt, Utilities Director

2. MEETING DATE:
November 10, 2016

3. REQUESTED MOTION/ACTION:
Approve the construction Agreement for the West Bay Ground Storage Tank Repainting project with Anderson & Associates Construction Inc. in the amount of $107,067.00.

4. AGENDA
PRESENTATION
PUBLIC HEARING
CONSENT ☑️
REGULAR

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

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)
The existing tanks and pumping station building were last painted over 10 years ago and the paint is at the end of its service life. This project provides for cleaning, minor crack repair, surface preparation and exterior painting of both tanks and the building.

This project also includes painting of two steel hydropneumatic tanks and exposed external piping that are also experiencing coating failure.

Preparation of the bid documents was performed by City utility staff, a solicitation for construction bids was publicly advertised and 17 bidders responded. Staff has reviewed the bids, and recommends awarding the work to the low bidder, Anderson & Associates Construction Inc. in the basic amount of $107,067.00.

This project is currently budgeted and the proposed expenditure is within budget. Attached is a copy of the bid tabulation and a draft Agreement.

WHY - To allow the City Manager to enter into a construction contract with Anderson & Associates Construction, Inc.

WHAT - To allow timely re-coating of the tanks and building to extend their service life, improve their appearance and reduce maintenance costs.
RESOLUTION 17-19

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AGREEMENT WITH ANDERSON & ASSOCIATES CONSTRUCTION, INC. IN THE AMOUNT OF $107,067 FOR THE REPAINTING OF THE WEST BAY GROUND STORAGE TANK.

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Agreement between the City and Anderson & Associates Construction, Inc., relating to the repainting of the West Bay Ground Storage Tank in the basic amount of One Hundred Seven Thousand Sixty Seven Dollars ($107,067), in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: __________________________
    Mike Thomas, Mayor

ATTEST:

Diane Fowler, City Clerk
### CITY OF PANAMA CITY BEACH
### BID TABULATION
### WEST BAY GROUND STORAGE TANK REPAINTING
### NOVEMBER 3, 2016, 10:30 A.M.

<table>
<thead>
<tr>
<th>BIDDER</th>
<th>ADDRESS</th>
<th>BASE BID AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anderson &amp; Associates Construction, Inc.</td>
<td>1022 Harmon Avenue Panama City, FL 32401</td>
<td>$107,067.00</td>
</tr>
<tr>
<td>Shamrock Restoration Services, Inc.</td>
<td>27091 Osage Street Brooksville, FL 34601</td>
<td>$129,930.00</td>
</tr>
<tr>
<td>Cypress Construction &amp; Coatings, Inc.</td>
<td>216 Waldo Avenue, Unit 1 Lehigh Acres, FL 33971</td>
<td>$131,000.00</td>
</tr>
<tr>
<td>Precon Corporation</td>
<td>115 SW 140th Terrace Newberry, FL 32669</td>
<td>$134,110.00</td>
</tr>
<tr>
<td>Intercontinental Commercial Services, Inc.</td>
<td>1110 Satellite Blvd. NW, Suite 430 Suwanee, GA 30024</td>
<td>$139,150.00</td>
</tr>
<tr>
<td>Harrison Contracting Co., Inc.</td>
<td>67 Eglin Street Ft. Walton Beach, FL 32547</td>
<td>$141,938.00</td>
</tr>
<tr>
<td>Viktor Construction Corp.</td>
<td>P. O. Box 1366 Tarpon Springs, FL 34688</td>
<td>$150,000.00</td>
</tr>
<tr>
<td>I-C Contractors, Inc.</td>
<td>3123 Cherry St. Panama City, FL 32401</td>
<td>$151,734.69</td>
</tr>
<tr>
<td>Custom Construction by Eric Orme, Inc.</td>
<td>2131 E. 26th Street Panama City, FL 32405</td>
<td>$158,550.00</td>
</tr>
<tr>
<td>Crom Coatings a division of Crom, LLC</td>
<td>250 SW 36th Terrace Gainesville, FL 32607</td>
<td>$175,000.00</td>
</tr>
<tr>
<td>Corrosion Control, Inc.</td>
<td>4480 E. State Road 60 East Mulberry, FL 33860</td>
<td>$190,414.00</td>
</tr>
<tr>
<td>Omega Coatings &amp; Construction, LLC</td>
<td>118 E. Tarpon Ave. Suite 204 Tarpon, Springs, FL 34689</td>
<td>$238,500.00</td>
</tr>
<tr>
<td>Coast to Coast Coatings, Inc.</td>
<td>1170 W State Hwy. 92 Newton, AL 36352</td>
<td>$281,864.00</td>
</tr>
<tr>
<td>Utility Services Co., Inc.</td>
<td>535 Courtney Hodges Blvd. Perry, Georgia 31069</td>
<td>$288,000.00</td>
</tr>
<tr>
<td>Vulcan Painters, Inc.</td>
<td>2400 Woodward Road Bessemer, AL 35020</td>
<td>$297,705.00</td>
</tr>
<tr>
<td>Shelco Painting</td>
<td>205 Zenith Rd. Dothan Al 36303</td>
<td>$299,529.00</td>
</tr>
<tr>
<td>Southern Road &amp; Bridge</td>
<td>715 Wesley Avenue Tarpon Springs, Florida 35469</td>
<td>$439,010.00</td>
</tr>
</tbody>
</table>
THIS AGREEMENT is made this _____ day of _________________, 20__ by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called "OWNER") and ANDERSON & ASSOCIATES CONSTRUCTION, INC., doing business as a corporation (an individual), or (a partnership), or (a corporation), having a business address of 1022 Harmon Ave., Panama City, FL 32401 (hereinafter called "CONTRACTOR"), for the performance of the Work (as that term is defined below) in connection with the construction of WEST BAY GROUND STORAGE TANK REPAINTING ("Project"), to be located at Panama City Beach, Florida, in accordance with the Drawings and Specifications prepared by The City of Panama City Beach, the Engineer of Record (hereinafter called "Engineer") and all other Contract Documents hereafter specified.

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

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

2. The CONTRACTOR will commence the Work required by the Contract Documents within ten (10) calendar days after the date of the NOTICE TO PROCEED to be issued by OWNER in writing within 10 calendar days from the date of this Agreement and will achieve Substantial Completion of the Work within 100 days of the required commencement date, except to the extent the period for Substantial Completion is extended pursuant to the terms of the Contract Documents ("Contract Time"). Final Completion of the Work shall be achieved by CONTRACTOR within the time period set forth in Section 15.2 of Section 00100, General Conditions.

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

4. The CONTRACTOR agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of $107,067.00 as shown in the BID SCHEDULE, included within the Bid Proposal Form, as said amount may be hereafter adjusted pursuant to the terms of the Contract Documents ("Contract Price").

5. The term "Contract Documents" means and includes the following documents, all of which are incorporated into this Agreement by this
PANAMA CITY BEACH – WEST BAY GROUND STORAGE TANK REPAINTING

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 00070          PAYMENT BOND
Section 00080          NOTICE OF AWARD
Section 00090          NOTICE TO PROCEED
Section 00095          STATEMENT UNDER SECTION 287.087, FLORIDA
                       STATUTES, ON PREFERENCE TO BUSINESSES
                       WITH DRUG-FREE WORKPLACE PROGRAMS
Section 00097          PUBLIC ENTITY CRIMES STATEMENT
Section 00099          CERTIFICATE OF INSURANCE
Section 00100          GENERAL CONDITIONS
Section 00800          SUPPLEMENTARY CONDITIONS

SPECIFICATIONS prepared or issued by the City of Panama City Beach
Utilities Department dated October 2016.

ADDENDA

No. 1, dated October 11, 2016
No. 2, dated October 27, 2016
No. 3, dated October 27, 2016
No. ___, dated _________________, 20___

The Contract Documents also includes any written amendments to any of the
above signed by the party to be bound by such amendment. The Contract
Documents are sometimes referred to herein as the “Agreement".
6. The OWNER will pay the Contract Price to the CONTRACTOR in the manner and at such times as set forth in Contract Documents.

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

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

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

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

   If to Contractor:
   Anderson & Associates Construction, Inc.
   1022 Harmon Avenue
   Panama City, FL 32401
   ATTENTION: Mr. Franklin Anderson - President
   Fax No.: ____________________

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

10. CONTRACTOR recognizes that OWNER is exempt from sales tax and may
wish to generate sales tax savings for the Project. Accordingly, to the extent
directed by and without additional charge to OWNER, CONTRACTOR shall
comply with and fully implement the sales tax savings program as more fully
described in the Sales Tax Exemption Addendum. If required by OWNER,
the Sales Tax Exemption Addendum shall be made a part of the Contract
Documents, the form of which is set forth in Section 00808.

11. 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.

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

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

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

15. For this Project, 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 Albert E. Shortt, P.E. – Utilities Director

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

17. INSURANCE - BASIC COVERAGE 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 subcontractors and sub-subcontractors expressly waive any claim against OWNER arising out of or relating to any damage or loss of such property, even if such damage or loss is due to the fault or neglect of the OWNER or anyone for whom the OWNER is responsible. The CONTRACTOR is obligated to include, or cause to be included, provisions similar to this paragraph in all of the CONTRACTOR'S subcontracts and its subcontractors' contracts with their sub-subcontractors.
The CONTRACTOR'S deductibles/self-insured retention's shall be disclosed to OWNER and are subject to OWNER'S approval. They may be reduced or eliminated at the option of OWNER. The CONTRACTOR is responsible for the amount of any deductible or self-insured retention. Any deductible or retention applicable to any claim or loss shall be the responsibility of CONTRACTOR and shall not be greater than $25,000, unless otherwise agreed to, in writing, by OWNER.

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

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE COVERAGE

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

<table>
<thead>
<tr>
<th>Limit Each Accident</th>
<th>$1,000,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Limit Disease Aggregate</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Limit Disease Each Employee</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>
The CONTRACTOR shall also purchase any other coverage required by law for the benefit of employees.

The CONTRACTOR shall provide to OWNER an Affidavit stating that it meets all the requirements of Florida Statute 440.02 (15) (d).

COMMERCIAL GENERAL LIABILITY COVERAGE

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

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

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

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

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

(Seal)

OWNER:

CITY OF PANAMA CITY BEACH,
FLORIDA

BY:

NAME: Mario Gisbert
(Please type)

TITLE: City Manager

ATTEST:

City Clerk

City Attorney (as to form only)

CONTRACTOR:

BY:

NAME: Franklin L. Anderson
(Please Type)

ADDRESS: 1022 Harmon Ave.
Panama City, FL 32401

[END OF SECTION 00050]
CONSENT AGENDA
ITEM 4
# CITY OF PANAMA CITY BEACH
## AGENDA ITEM SUMMARY

<table>
<thead>
<tr>
<th>1. DEPARTMENT MAKING REQUEST/NAME:</th>
<th>2. MEETING DATE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Utilities Department - Al Shortt, Utilities Director</td>
<td>November 10, 2016</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. REQUESTED MOTION/ACTION:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Approve the construction Agreement for the WWTF Influent Screens 2 and 3 Replacement.</td>
<td></td>
</tr>
</tbody>
</table>

| 4. AGENDA | 5. IS THIS ITEM BUDGETED (IF APPLICABLE)? | |
|------------|-----------------------------------------|
| PRESENTATION | Yes | No | N/A |
| PUBLIC HEARING | | | |
| CONSENT | Yes | No | N/A |
| REGULAR | | | |

<table>
<thead>
<tr>
<th>5. IS THIS ITEM BUDGETED (IF APPLICABLE)?</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>&quot;BUDGET AMENDMENT OR N/A&quot;</td>
<td>Yes</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Existing influent Screens 2 and 3 at the City's wastewater treatment facility (WWTF) have failed and been removed from service. The capacity of the remaining screen is adequate for normal off-season flows but back-up units are required for reliability and added capacity for spring and summer flows. Staff desires to purchase replacement units directly from a manufacturer for installation later by a contractor.</td>
</tr>
</tbody>
</table>

Preparation of the bid documents for two identical replacement units by the original and alternate manufacturers was performed by City utility staff. A solicitation for construction bids was publicly advertised and two specified manufacturers submitted bids. The original manufacturer's bid was significantly higher than the alternate manufacturer's. Bids were such that it would be advantageous for the City to purchase three screens at the pricing bid rather than two for replacement of Screens 2 and 3 and store the third unit for future replacement or parallel installation as required for future growth.

This project is currently budgeted and the proposed expenditure is within the budgeted amount. Attached is a copy of the bid tabulation and a draft Agreement.

WHY - To allow the City Manager to enter into a construction contract with WesTech Engineering, Inc. for the purchase of three (3) screens in the total amount of $254,185.50.

WHAT - To allow timely replacement of the failed Screens 2 and 3 and provide a spare unit for reliability.
RESOLUTION 17-20

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AGREEMENT WITH WES TECH ENGINEERING, INC. IN THE AMOUNT OF $254,185.50 FOR THE PURCHASE OF THREE INFLUENT SCREENS FOR THE WASTEWATER TREATMENT FACILITY.

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Agreement between the City and Wes Tech Engineering, Inc., relating to the purchase of 3 Influent Screens for the Wastewater Treatment Facility in the basic amount of Two Hundred Fifty Four Thousand One Hundred Eighty Five Dollars and Fifty Cents ($254,185.50), in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: __________________________
    Mike Thomas, Mayor

ATTEST:

Diane Fowler, City Clerk
<table>
<thead>
<tr>
<th>BIDDER</th>
<th>ADDRESS</th>
<th>BASE BID AMOUNT (2 SCREENS)</th>
<th>EXTENDED BID AMOUNT (3 SCREENS)</th>
</tr>
</thead>
<tbody>
<tr>
<td>WesTech Engineering, Inc.</td>
<td>3665 S. West Temple Salt Lake City, UT 84115</td>
<td>$169,457.00</td>
<td>$254,185.50</td>
</tr>
<tr>
<td>Parkson Corporation</td>
<td>1401 West Cypress Creek Rd #100, Ft. Lauderdale, FL 33309</td>
<td>$261,989.00</td>
<td>$392,983.50</td>
</tr>
</tbody>
</table>
SECTION 00050

AGREEMENT

THIS AGREEMENT is made this _____ day of ____________, 2016 by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called "OWNER") and WesTech Engineering, Inc., doing business as a corporation, having a business address of 3665 S. West Temple, Salt Lake City, UT 84115 (hereinafter called "MANUFACTURER/SUPPLIER") for the performance of the Work (as that terms is defined below) in connection with the construction of WWTF INFLUENT SCREENS 2 AND 3 REPLACEMENT ("Project"), to be located at the City of Panama City Beach, Florida, in accordance with the Drawings and Specifications prepared by the City of Panama City Beach and all other Contract Documents hereafter specified.

OWNER and MANUFACTURER/SUPPLIER, for the consideration herein set forth, agree as follows:

1. The MANUFACTURER/SUPPLIER 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"). MANUFACTURER/SUPPLIERS'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, MANUFACTURER/SUPPLIER shall be an independent MANUFACTURER/SUPPLIER, maintaining control over and having sole responsibility for MANUFACTURER/SUPPLIER'S employees and other personnel. Neither MANUFACTURER/SUPPLIER, nor any of
MANUFACTURER/SUPPLIER’S sub-contractors, if any, nor any of their respective employees or personnel, shall be deemed servants, employees, or agents of OWNER.

2. The MANUFACTURER/SUPPLIER will commence the Work required by the Contract Documents within ten (10) calendar days from the date of this Agreement and will deliver to the OWNER all required items within 180 calendar days from the date of the Agreement and within 150 calendar days following shop drawing approval.

3. The MANUFACTURER/SUPPLIER agrees to pay the OWNER, as liquidated damages, the sum of $200 for each calendar day that expires after the Contract Time for delivery as more fully set forth in Section 1.1.C of the General Conditions.

4. The MANUFACTURER/SUPPLIER agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of $254,185.50 (3 screens at $84,728.50 each) as shown in the BID SCHEDULE, included within the Bid Proposal Form, as said amount may be hereafter adjusted pursuant to the terms of the Contract Documents ("Contract Price").

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

   Section 00010   ADVERTISEMENT FOR BIDS
   Section 00030   BID PROPOSAL FORM
   Section 00040   BID BOND
   Section 00050   AGREEMENT
SPECIFICATIONS prepared or issued by the City of Panama City Beach
Dated October 2016.

ADDENDA
No. 1, dated October 25, 2016
No. __, dated ________________, 20__
No. __, dated ________________, 20__
No. __, dated ________________, 20__

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

6. The OWNER will pay the Contract Price to the MANUFACTURER/SUPPLIER in the manner and at such times as set forth in Contract Documents.

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

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

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

If to Owner:

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

If to MANUFACTURER/SUPPLIER:

WesTech Engineering, Inc.
3665 S. West Temple
Salt Lake City, UT 84115
ATTENTION: Greg Payne
Fax No.: ____________________

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

10. MANUFACTURER/SUPPLIER recognizes that OWNER is exempt from sales tax and may wish to generate sales tax savings for the Project.

11. 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.

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

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

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

15. For this Project, OWNER has designated a Project Representative to assist OWNER with respect to the administration of this Agreement. The Project Representative to be utilized by OWNER for this Project, shall be Mr. Albert E. Shortt, P.E. – Utilities Director.

16. MANUFACTURER/SUPPLIER acknowledges and agrees that no interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the OWNER, PROJECT REPRESENTATIVE or INSPECTOR may be responsible, in whole or in part, shall relieve MANUFACTURER/SUPPLIER of its duty to perform or give rise to any right
to damages or additional compensation from OWNER. MANUFACTURER/SUPPLIER expressly acknowledges and agrees that it shall receive no damages for delay. MANUFACTURER/SUPPLIER's sole remedy, if any, against OWNER will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. Except as expressly set forth in this section, in no event shall OWNER be liable to MANUFACTURER/SUPPLIER whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
PANAMA CITY BEACH – WWTF INFLUENT SCREENS 2 AND 3 REPLACEMENT

(Seal)

OWNER:

CITY OF PANAMA CITY BEACH,
FLORIDA

ATTEST:

BY:

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

City Clerk

City Attorney (as to form only)

MANUFACTURER/SUPPLIER:

ATTEST:

BY:

NAME: (Please Type)

ADDRESS: 3665 S. West Temple, Salt Lake City, UT 84115

[END OF SECTION 00050]
CONSENT AGENDA
ITEM 5
CITY OF PANAMA CITY BEACH
AGENDA ITEM SUMMARY

<table>
<thead>
<tr>
<th>1. DEPARTMENT MAKING REQUEST/NAME:</th>
<th>2. MEETING DATE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADMINISTRATION</td>
<td>NOVEMBER 10, 2016</td>
</tr>
</tbody>
</table>

3. REQUESTED MOTION/ACTION:
Consideration of Resolution 17-21 to close portions of roads in Pier Park and for temporary usage of Front Beach Road on Saturday, December 10, 2016 for the parade.

<table>
<thead>
<tr>
<th>4. AGENDA</th>
<th>5. IS THIS ITEM BUDGETED (IF APPLICABLE)?</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRESENTATION</td>
<td>Yes ☐ No ☐ N/A ✓</td>
</tr>
<tr>
<td>PUBLIC HEARING</td>
<td></td>
</tr>
<tr>
<td>CONSENT</td>
<td>Yes ☐ No ☐ N/A ✓</td>
</tr>
<tr>
<td>REGULAR</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Christmas Parade will hold an event scheduled on December 10, 2016.</td>
</tr>
</tbody>
</table>

The event necessitates closure of portions of Pier Park Drive, Starfish Street, Bluefish Drive, Stingray Drive and Powell Adams Road within the corporate limits of Panama City Beach, and the temporary usage of a portion of Front Beach Road on December 10 for the parade.

Staff recommends approval.
RESOLUTION NO. 17-21

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH RELATED TO THE ANNUAL CHRISTMAS PARADE; AUTHORIZING CLOSURE OF PORTIONS OF PIER PARK DRIVE, STARFISH STREET, BLUEFISH DRIVE, STINGRAY DRIVE, AND POWELL ADAMS ROAD BETWEEN 3:00 P.M. AND 7:00 P.M. ON DECEMBER 10, 2016 FOR THE PARADE; AND AUTHORIZING TEMPORARY USAGE OF A PORTION OF FRONT BEACH ROAD (U.S. 98) BETWEEN 3:00 P.M. AND 7:00 P.M. ON DECEMBER 10, 2016 TO PERMIT THE PARADE; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the annual Christmas Parade at Panama City Beach will be conducted on Saturday, December 10, 2016; and

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

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

1. During the hours of 3:00 P.M. and 7:00 P.M. on December 10, 2016, portions of Pier Park Drive, Starfish Street, Bluefish Drive, Stingray Drive and Powell Adams Road shall be closed and all vehicular traffic shall be rerouted or otherwise controlled rerouted in accordance with the map which accompanies this Resolution.

2. During the hours of 3:00 P.M. and 7:00 P.M., on December 10, 2016, all vehicular traffic on Front Beach Road from Powell Adams Road to Pier Park Drive shall be rerouted in accordance with the attached map which accompanies this Resolution.

PASSED, APPROVED AND ADOPTED in regular session this 10th day of November, 2016.

CITY OF PANAMA CITY BEACH

By: ________________________________
    Mike Thomas, Mayor

ATTEST:

Diane Fowler, City Clerk
The Optimist club of the beaches requests the Panama City Beach City Council to approve the permit for our annual parade.

The parade is proposed for December 10, 2016 starting at 5pm. The alternate date is December 11, 2016. There is no entrance fee required.

The parade will marshal at the Pier Park Wal-Mart, go down Powell Adams Rd, turn right on to Front Beach Rd, and turn right into Pier Park. It will travel through Pier Park and terminate in the Wal-Mart parking lot. Pier Park has agreed to place barriers at key locations to ensure the parade route is clear. See Parade Route attachment.

Last year we had 80 entrants ranging from a group of 2 people walking to support their political candidate, to high school marching bands, to the Panama City Beach Fire Department fire trucks. Most entrants were medium sized (20 or less participants) and were self contained either walking en-masse, riding their own vehicle(s) (Corvette club), a flat bed type truck (Church groups), or a tow behind trailer (Football team). The Beach Mosquito Control and the Panama City Beach Fire Department had the largest vehicles. Most entrants tossed candy to the crowds.

This year we have requested that all vehicles with more than three axels provide sufficient adult wheel walkers to ensure the safety of the on-lookers. We have further requested that any items to be distributed be lightly tossed to the crowd on the sidewalk. Upon approval from the City Council we will publish the application and limit the entrants to the first 90.
OPTIMIST CLUB OF THE BEACHES CHRISTMAS PARADE
10 DEC 2016 STARTS AT 5 PM (ALT DATE 11 DEC)

ORGANIZATION: ________________________________________________

POINT OF CONTACT: _____________________________________________

TYPE OF ENTRY: FLOAT: self-propelled ( ) towed ( )

MULTI-AXLE UNIT (Describe): ________________________________

NUMBER OF WALKERS ( ) RIDERS ( )

MARCHERS: band ( ) scouts ( ) performers ( )

SPECIAL CONSIDERATIONS:

AGREEMENT: 1. Must have a Christmas / Holiday theme in decorations and music.
2. Candy will be lightly tossed to the crowds on the sidewalks to prevent children from entering the parade route.
3. All vehicles with three or more axles will provide sufficient adult wheel-walkers to ensure safety.
4. There is no agreement to your placement in the parade.
5. Participants are responsible for ensuring the safety of their entrant and the on-lookers.
6. Assembly will begin at 2PM in the Pier Park Wal-Mart (unless otherwise instructed)

SEND ENTRY TO: EMAIL: laura.connors@edwardjones.com
FAX: 877-262-7225
CALL: 850-233-2089

PARADE ROUTE AND ASSEMBLY AREA CAN BE FOUND AT
http://www.pcboptimist.com/optimist-christmas-parade/
https://www.facebook.com/PCBoptimist
CONSENT AGENDA
ITEM 6
CITY OF PANAMA CITY BEACH
AGENDA ITEM SUMMARY

1. **DEPARTMENT MAKING REQUEST/NAME:**
   Utilities Department - Al Shortt, Utilities Director

2. **MEETING DATE:**
   November 10, 2016

3. **REQUESTED MOTION/ACTION:**
   Approve an agreement with Panhandle Forestry Services, Inc. for providing planting services for City purchased longleaf pine and wiregrass seedlings at Conservation Park.

4. **AGENDA PRESENTATION PUBLIC HEARING CONSENT REGULAR**
<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
<th>N/A</th>
</tr>
</thead>
</table>

5. **IS THIS ITEM BUDGETED (IF APPLICABLE)?**
<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
<th>N/A</th>
</tr>
</thead>
</table>
   BUDGET AMENDMENT OR N/A
   DETAILED BUDGET AMENDMENT ATTACHED

6. **BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)**
   The City Council previously approved the order of 96,000 longleaf pine and 110,000 wiregrass seedlings from the state nursery. The seedlings are scheduled for delivery in January 2017 and a specialized contractor will be required to hand plant all 206,000 seedlings within one week of delivery. Staff prepared bid documents and publicaly advertised the work.

   Only one bidder submitted a responsive bid by the deadline. The bid tabulation is attached. Staff has reviewed the bid from Panhandle Forestry Services, Inc. and finds the planting fee, $286.50 per 1,000 longleaf and $217.00 per 1,000 wiregrass, to be in line with market prices and similar City bids from previous years. The total cost of the work will be approximately $51,374. This project is budgeted and sufficient funds are available to complete the work. Also attached is a copy of a proposed budget amendment transferring funds from contingency to cover the expenses.

   **WHY** - To allow the City Manager to enter into an agreement with Panhandle Forestry Services, Inc. to hand-plant 206,000 previously ordered seedlings in January 2017.

   **WHAT** - Enable the City to continue implementing the long term site management plan for Conservation Park, restoring the site to conditions that existed prior commercial logging activities.
RESOLUTION 17-22

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AGREEMENT WITH PANHANDLE FORESTRY SERVICES, INC. IN THE AMOUNT OF $51,374 FOR THE HAND PLANTING OF LONGLEAF PINE AND WIREGRASS SEEDLING AT THE CONSERVATION PARK.

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Agreement between the City and Panhandle Forestry Services, Inc., relating to the hand planting of 96,000 longleaf pine and 110,000 wiregrass seedlings, in the basic amount of Fifty One Thousand, Three Hundred Seventy Four Dollars ($51,374), in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: __________________________
    Mike Thomas, Mayor

ATTEST:

Diane Fowler, City Clerk
# LONGLEAF/WIREGRASS SEEDLING PLANTING SERVICES
## CITY OF PANAMA CITY BEACH

**BID OPENING** - - - **NOVEMBER 3, 2016 - 2:00 P.M.**

<table>
<thead>
<tr>
<th>BIDDER</th>
<th>ADDRESS</th>
<th>DRUG FREE FORM</th>
<th>PUBLIC ENTITY FORM</th>
<th>BID PRICE PER 1,000 SEEDLINGS</th>
</tr>
</thead>
<tbody>
<tr>
<td>John W. Foley Superior Forestry Services, Inc.</td>
<td>36462 Hwy 27 Tilly, AR 72679 <a href="mailto:hayden@superiorforestry.com">hayden@superiorforestry.com</a> 870-496-2442 - Office</td>
<td></td>
<td></td>
<td>Longleaf: ---- Wiregrass: ----</td>
</tr>
<tr>
<td>Jeff Allen Panhandle Forestry Services, Inc.</td>
<td>261 Hwy 273 Chipley, Florida 32428 <a href="mailto:panhandleforestry10@gmail.com">panhandleforestry10@gmail.com</a> 850-638-5500</td>
<td></td>
<td></td>
<td>Longleaf: $286.50 Wiregrass: $217.00</td>
</tr>
</tbody>
</table>
AGREEMENT

This Agreement is made this ___ day of December, 2016 by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called "Owner") and PANHANDLE FORESTRY SERVICES, INC. doing business as a Corporation, having a business address of 261 Highway 273, Chipley, FL 32428, (hereinafter called "Contractor") , for the performance of the Work (as that terms is defined below) of LONGLEAF/ WIREGRASS SEEDLING PLANTING SERVICES - PANAMA CITY BEACH, FLORIDA ("Project"), to be located at Panama City Beach, Florida, in accordance with the Contract Documents prepared by the Owner, Engineer of Record (hereinafter called "Engineer") and all other related attachments and items referenced in the Contract Documents hereafter specified.

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

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

2. The Contractor hereby agrees to commence and complete the Work under the Contract Documents for the 2017 Planting Areas within the time specified for each planting in the Contract Documents (the "Contract Time").
3. The Contractor agrees to pay the Owner, as liquidated damages, the sum of $100 for each calendar day that expires after the Contract Time.

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

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

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

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Jeff Allen</td>
<td></td>
</tr>
<tr>
<td>Mark Register</td>
<td></td>
</tr>
<tr>
<td>David Morris</td>
<td></td>
</tr>
<tr>
<td>Trucks</td>
<td></td>
</tr>
<tr>
<td>Trailers</td>
<td></td>
</tr>
<tr>
<td>Hoedad</td>
<td></td>
</tr>
<tr>
<td>Seedling Bags</td>
<td></td>
</tr>
<tr>
<td>Refrigerated Cooler (if needed)</td>
<td></td>
</tr>
</tbody>
</table>
Unit Price Sheet:

Total Acreage is shown on attached Figures A & B.  
Total Wiregrass Seedlings to be planted is 110,000.  
Total Longleaf Seedlings to be planted is 96,000.

<table>
<thead>
<tr>
<th>Planting Type</th>
<th>Species &amp; Medium</th>
<th>Cost per 1,000 seedlings</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hand Plant</td>
<td>Containerized Longleaf Pine</td>
<td>$286.50</td>
</tr>
<tr>
<td>Hand Plant</td>
<td>Containerized Wiregrass</td>
<td>$217.00</td>
</tr>
</tbody>
</table>

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

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

SPECIFICATIONS dated October 2016.

ADDENDA

No. _N/A_, dated ________________ , 20__
The Contract Documents also includes any written amendments to any of the above signed by the party to be bound by such amendment. The Contract Documents are sometimes referred to herein as the "Agreement".

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

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

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

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

If to Owner: City of Panama City Beach
110 South Arnold Road
Panama City Beach, FL 32413
ATTENTION: Mario Gisbert, City Manager
Fax No.: (850) 233-5108
Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

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

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

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

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

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

16. INSURANCE - BASIC COVERAGES REQUIRED

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

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

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

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

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

WORKERS’ COMPENSATION AND EMPLOYERS’ LIABILITY INSURANCE COVERAGE

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

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

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

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

**COMMERCIAL GENERAL LIABILITY COVERAGE**

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

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

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

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

**BUSINESS AUTOMOBILE LIABILITY COVERAGE**

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

| Bodily Injury & Property Liability | $1,000,000 Combined Single Limit |
EXCESS OR UMBRELLA LIABILITY COVERAGE

Contractor shall purchase and maintain Excess Umbrella Liability Insurance or Excess Liability Insurance on a full occurrence form providing the same continuous coverages as required for the underlying Commercial General, Business Automobile and Employers' Liability Coverages with no gaps in continuity of coverages or limits with Owner added by endorsement to the policy as an additional insured in the same manner as is required under the primary policies, and shall not be less than $1,000,000, each occurrence and aggregate as required by Owner.

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

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

Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Engineer's and Contractor's services and expenses required as a result of such insured loss.
If the Owner is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described herein, without so notifying the Owner in writing, then the Contractor shall bear all reasonable costs properly attributable thereto.

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

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

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

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

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

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

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

ADDITIONAL INSURANCE

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

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

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

(SEAL)

OWNER:
CITY OF PANAMA CITY BEACH,
FLORIDA

ATTEST:
BY:________________________

NAME:________________________
TITLE:________________________
City Clerk

CONTRACTOR:

ATTEST:
BY:________________________

NAME:________________________
(Please Type)

NAME:________________________
(Please Type)

ADDRESS:______________________
LEGEND - WIREGRASS SEEDLINGS PLANTING

2017 PLANTING AREAS:
WIREGRASS SEEDLING 1 ACRE "PLUGS"
4'X4' SPACING - 2,723 PER ACRE
9 @ 2,750 (22 BOXES @ 125/BOX)
110,000 TOTAL SEEDLINGS

2018 PLANTING AREAS:
WIREGRASS SEEDLING 1 ACRE "PLUGS"
4'X4' SPACING - 2,723 PER ACRE
20 @ 2,750 (22 BOXES @ 125/BOX)
55,000 TOTAL SEEDLINGS

NOTE: THE CITY ResERVes THE RIGHT TO DISTRIBUTE REMAINING SEEDLINGS WITHIN ANY AREAS WITHIN THAT YEAR'S PLANTING AREA AT NO ADDITIONAL COST. FOR EXAMPLE, IF THE CONTRACT IS TO PLANT 100,000 SEEDLINGS AND 90,000 ARE ACCOUNTED FOR BASED ON THE NOTED PLANTING DENSITY, THE REMAINING 10,000 SEEDLINGS SHALL BE PLANTED AS DIRECTED BY THE CITY AT NO ADDITIONAL COST.
LEGEND - LONGLEAF PINE SEEDLINGS PLANTING

2013 PLANTING AREAS:
- LONGLEAF PINE SEEDLINGS PLANTED @ 13'x13' (258 TPA)

2015 PLANTING AREAS:
- LONGLEAF PINE SEEDLINGS PLANTED @ 13'x13' (258 TPA)

2017 PLANTING AREAS:
- LONGLEAF PINE SEEDLINGS PLANTED @ 12'x12' (302 TPA)

2018 PLANTING AREAS:
- LONGLEAF PINE SEEDLINGS PLANTED @ 12'x12' (302 TPA)

PARK BOUNDARY
PARK TRAILS
WOODEN BOARDWALKS

NOTE: THE CITY RESERVES THE RIGHT TO DISTRIBUTE REMAINING SEEDLINGS WITHIN ANY AREAS WITHIN THAT YEAR'S PLANTING AREA AT NO ADDITIONAL COST. FOR EXAMPLE, IF THE CONTRACT IS TO PLANT 100,000 SEEDLINGS AND 90,000 ARE ACCOUNTED FOR BASED ON THE NOTED PLANTING DENSITY, THE REMAINING 10,000 SEEDLINGS SHALL BE PLANTED AS DIRECTED BY THE CITY AT NO ADDITIONAL COST.

PLANTING SUB AREAS

<table>
<thead>
<tr>
<th>2013</th>
<th>2015</th>
<th>2017</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>64</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>72</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>164</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>99</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>405</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2013:
A 6 ACRES
B 64 ACRES
C 72 ACRES
D 164 ACRES
E 99 ACRES
TOTAL 405 ACRES

2015:
F 38 ACRES
G 11 ACRES
H 6 ACRES
I 7 ACRES
J 132 ACRES
TOTAL 280 ACRES

2017:
N 168 ACRES
O 36 ACRES
P 16 ACRES
Q 39 ACRES
R 41 ACRES
TOTAL 318 ACRES

TOTAL:
A 6 ACRES
B 64 ACRES
C 72 ACRES
D 164 ACRES
E 99 ACRES
F 38 ACRES
G 11 ACRES
H 6 ACRES
I 7 ACRES
J 132 ACRES
K 14 ACRES
L 18 ACRES
M 12 ACRES
N 168 ACRES
O 36 ACRES
P 16 ACRES
Q 39 ACRES
R 41 ACRES
S 39 ACRES
T 10 ACRES
U 47 ACRES
V 22 ACRES
W 28 ACRES
X 18 ACRES
Y 5 ACRES
Z 23 ACRES
TOTAL 538 ACRES
CONSENT AGENDA
ITEM 7


<table>
<thead>
<tr>
<th>1. DEPARTMENT MAKING REQUEST/NAME:</th>
<th>ADMINISTRATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. MEETING DATE:</td>
<td>NOVEMBER 10, 2016</td>
</tr>
<tr>
<td>3. REQUESTED MOTION/ACTION:</td>
<td>Consideration of Resolution 17-25 to close portions of roads in Pier Park on Saturday, December 30-31, 2016 for the parade.</td>
</tr>
<tr>
<td>4. AGENDA</td>
<td>IS THIS ITEM BUDGETED (IF APPLICABLE)? Yes ☐ No ☑ N/A ✓</td>
</tr>
<tr>
<td></td>
<td>BUDGET AMENDMENT OR N/A</td>
</tr>
<tr>
<td>PUBLIC HEARING</td>
<td>DETAILED BUDGET AMENDMENT ATTACHED Yes ☐ No ☑ N/A ✓</td>
</tr>
<tr>
<td>CONSENT</td>
<td>REGULAR</td>
</tr>
<tr>
<td>6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)</td>
<td>The New Years Eve Street Party will hold an event scheduled on December 30-31, 2016. The event necessitates closure of portions of Pier Park Drive and L.C. Hilton Drive on December 29, 2016 to January 1, 2017, closure of portions of Pier Park Drive from Sea Monkey Way to Longboard way On December 30, 2016 to January 1, 2017, and closure of portions of Pier Park Drive from Longboard Way to Front Beach Road on December 31, 2016 to January 1, 2017 within the corporate limits of Panama City Beach. Staff recommends approval.</td>
</tr>
</tbody>
</table>

CONSENT AGENDA ITEM #
RESOLUTION NO. 17-25

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH RELATED TO THE NEW YEAR'S EVE STREET PARTY EVENT; AUTHORIZING VARIOUS ROAD CLOSURES WITHIN PIER PARK ON DECEMBER 30 AND DECEMBER 31, 2016 FOR THE EVENT'S STREET PARTY AND BALL DROP; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the New Year's Eve Street Party (the "Event") is planned for December 31, 2016, and shall include the consumption of alcoholic beverages on City streets.

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

1. The City hereby authorizes the temporary closure of portions of certain streets within Pier Park for the New Year's Eve Street Party, as follows:
   a. The traffic circle in front of the Grand Theater, including Pier Park Drive and LC Hilton Drive, shall be closed to vehicular traffic beginning from 12:01 A.M. on December 29, 2016 until 6:00 A.M. on January 1, 2017, for the Event's Street Party, and all vehicular traffic shall be rerouted away from these roads per the attached map which accompanies this Resolution; and
   b. Pier Park Drive from Sea Monkey Way to Longboard Way shall be closed to vehicular traffic beginning from 12:01 A.M. on December 30, 2016 until 6:00 A.M. on January 1, 2017, for the Event's Street Party, and all vehicular traffic shall be rerouted away from these roads per the attached map which accompanies this Resolution; and
   c. Pier Park Drive from Longboard Way to Front Beach Road shall be closed to vehicular traffic beginning from 12:01 A.M. on December 31, 2016 until 6:00 A.M. on January 1, 2017, for the Event's Street Party, and all vehicular traffic shall be rerouted away from these roads per the attached map which accompanies this Resolution.

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

PASSED in regular session this 10th day of November, 2016.

CITY OF PANAMA CITY BEACH

By: ____________________________
   Mike Thomas, Mayor

ATTEST:

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

STAGE I STREET CLOSURE

STAGE II STREET CLOSURE

STAGE III STREET CLOSURE

Pier Park Street Closure Key

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

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

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

Barricades
CONSENT AGENDA
ITEM 8
1. **DEPARTMENT MAKING REQUEST/NAME:**
   - ADMINISTRATION

2. **MEETING DATE:**
   - NOVEMBER 10, 2016

3. **REQUESTED MOTION/ACTION:**
   - Consideration of Resolution 17-28 for temporary usage of Front Beach Road at the intersections of Gardenia Street and Laurel Court on Sunday, November 13, 2016.

<table>
<thead>
<tr>
<th>4. <strong>AGENDA</strong></th>
<th>5. <strong>IS THIS ITEM BUDGETED (IF APPLICABLE)?</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>P  R  E  S  E  N  T  A  T  I  O  N</td>
<td>YES</td>
</tr>
<tr>
<td>P  U  B  L  I  C  H  E  A  R  I  N  G</td>
<td></td>
</tr>
<tr>
<td>C  O  N  S  E  N  T</td>
<td></td>
</tr>
<tr>
<td>R  E  G  U  L  A  R</td>
<td></td>
</tr>
</tbody>
</table>

6. **BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED):**
   - GAC Contractors, Inc. will onload onto a construction site on Front Beach Road on November 13, 2016.
   - The event necessitates rerouting of all vehicular traffic on Front Beach Road between Gardenia Street and Laurel Court, within the corporate limits of Panama City Beach.
   - Staff recommends approval.
RESOLUTION NO. 17-28

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, RELATED TO THE UNLOADING ONTO A CONSTRUCTION SITE ON FRONT BEACH ROAD BY GAC CONTRACTORS, INC.; AUTHORIZING TEMPORARY USAGE OF FRONT BEACH ROAD FROM THE INTERSECTION AT GARDENIA STREET TO THE INTERSECTION AT LAUREL COURT DURING THE HOURS OF 2:30 A.M. AND 5:30 A.M. ON SUNDAY, NOVEMBER 13, 2016.

WHEREAS, GAC Contractors, Inc. is scheduled for unloading onto a construction site on Sunday, November 13, 2016, and;

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL of Panama City Beach that during the hours of 2:30 A.M. and 5:30 A.M. on November 13, 2016, all vehicular traffic on Front Beach Road from the intersection at Gardenia Street and the intersection at Laurel Court, shall be rerouted in accordance with the attached map which accompanies this Resolution to accommodate the Event.

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

CONSENT AGENDA ITEM # _ 
Resolution 17-28
FDOT District Three Lane Closure Checklist

Who is requesting lane closure: [Signature]

Contact name & phone number: [Signature]

Work zone location: State Road # [Signature]
County & section # [Signature]
City [Signature]
Nearest side road [Signature]
What lanes will be impacted (direction) [Signature]

Scope/description of work to be performed: [Signature]

Time frame that travel lane will be impacted (date, start & end time): [Signature]

MOT Design Standard to be used: FDOT

Traffic controlled by: [Signature]

Will need a clear site plan or photo showing the impacted and surrounding area.

Access to businesses shall be maintained during closures.

**MUST HAVE A MINIMUM OF ONE WEEK ADVANCE NOTIFICATION OF ANY PROPOSED LANE CLOSURE. TWO WEEK NOTIFICATION IS REQUIRED FOR ALL PREPLANNED WORK.

**DISTRICT OFFICE WILL APPROVE ONLY NIGHTTIME LANE CLOSURES, UNLESS THERE ARE EXTENUATING SAFETY CIRCUMSTANCES. JUSTIFICATION MUST BE PROVIDED, SHOULD INCLUDE REGULATIONS THAT RESTRICT WORK DURING A SPECIFIC TIME PERIOD (i.e. OSHA regulations).

FDOT USE

TO GET APPROVAL FOR LANE CLOSURE: Complete a Lane Closure Notice Form and email it and a site plan or photo showing the impacted and surrounding area to:

Send email to: Mark Thomas, Chad Williams, Windle Tharp
Copy: Tim Hendrix, Martin Brust, Bobby Ellis & Greer Waddell

When you receive approval make a copy of approval email, scan and attach to Lane Closure Notice Form and then email to:

Send to: Ian Satter, Donna Green & Tanya Branton
Copy: Mark Thomas, Chad Williams, Windle Tharp, Tim Hendrix, Martin Brust, Bobby Ellis & Greer Waddell
FDOT District Three Lane Closure Guideline

NO LANE CLOSURE SHALL OCCUR ON ANY STATE ROAD UNLESS ALL VIALBE ALTERNATIVES HAVE BEEN EXPLORED AND REASONS FOR THE CLOSURE ARE WARRANTED, JUSTIFIED AND DOCUMENTED. LANE CLOSURES MUST BE APPROVED IN ADVANCED BY THE DEPARTMENT. TO OBTAIN APPROVAL THE REQUIREMENTS BELOW MUST MET.

Required for all closures:

- A minimum of one week advance notification of any proposed lane closure must be provided to the local operations center, two week notification is required for all preplanned work.
- During emergency situations work is to be performed on a continuous, round-the-clock basis to minimize time of closure, unless otherwise approved by the Director of Transportation Operations.
- A complete Scope of Work to be performed.
- Work zone location. City, State Road number, and nearest side road.
- Justification for the lane closure. The justification should include any regulations that restrict work during a specific time period (i.e. OSHA regulations).
- Estimated time frame that travel lane will be impacted.
- Specific Maintenance of Traffic Design Standards to be used. A general reference to FDOT roadway and Design Standards is not acceptable.
- Clear site plan or photo showing the impacted and surrounding area.
- Ensure lane closure restrictions are included on ALL applicable contract, maintenance and permit projects.
- Unless there are extenuating safety circumstances lane closures approved by the District Office will be nighttime only.
- The Department reserves the right to modify previously approved or specified times of closure when, in the opinion of the Engineer, it becomes necessary to do so.
- Work activities with lane closures will be monitored. If, in the opinion of the Engineer, the lane closure is creating undo traffic delay and congestion, he/she may suspend the work and/or modify the lane closure time.
- Access to businesses shall be maintained during closures.

To avoid time delays please include all pertinent information to be evaluated in the Scope of Work and Justification, the items listed above are minimum requirements.
Certificate of Qualification

This certifies that

John Pollman

has attended and successfully completed the Florida DOT Approved Course
Advanced Maintenance of Traffic

Conducted at Panama City, FL on the 30th day of May, 2014

John Swift
Instructor

David Page
Program Coordinator

Expiration Date: 5/31/2018
Certificate of Qualification

This certifies that

Bryon Kelley

has attended and successfully completed the Florida DOT Approved Course

Advanced Maintenance of Traffic

Conducted at Panama City, FL on the 30th day of May, 2014

John Swift
Instructor

David Page
Program Coordinator

Expiration Date: 5/31/2018
REGULAR AGENDA
ITEM 1
<table>
<thead>
<tr>
<th>1. DEPARTMENT MAKING REQUEST/NAME:</th>
<th>Fire</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. MEETING DATE:</td>
<td>11-10-2016</td>
</tr>
<tr>
<td>3. REQUESTED MOTION/ACTION:</td>
<td>Approval for replacement purchase of a 2017 F-150 4X4 Crew Cab pick up truck</td>
</tr>
<tr>
<td>4. AGENDA</td>
<td>Yes</td>
</tr>
<tr>
<td>Presentation</td>
<td>No</td>
</tr>
<tr>
<td>Public Hearing</td>
<td>N/A</td>
</tr>
<tr>
<td>Consent</td>
<td>Yes</td>
</tr>
<tr>
<td>Regular</td>
<td>N/A</td>
</tr>
<tr>
<td>5. IS THIS ITEM BUDGETED (IF APPLICABLE)?</td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td>No</td>
</tr>
<tr>
<td></td>
<td>N/A</td>
</tr>
<tr>
<td>6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)</td>
<td>One of Fire Rescues medical response trucks was totaled due to a crash on August 26, 2016. The Insurance has paid the claim in the amount of $29,050.00 for our loss. Fire Rescue advertised for a replacement truck and Hub City Ford was the only Bidder at $34,534.00. The department respectfully requests approval of this bid to Hub City Ford for a 2017 F-150 Crew Cab 4X4 truck with accessories.</td>
</tr>
</tbody>
</table>
RESOLUTION 17-13

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING THE PURCHASE OF ONE 2017 F-150 CREW CAB 4X4 TRUCK IN THE BASIC AMOUNT OF $34,534; AUTHORIZING A BUDGET AMENDMENT TO FUND THIS PURCHASE; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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

1. The appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and Hub City Ford relating to the purchase of one 2017 F-150 Crew Cab 4x4 to be used by the Fire Department, in the total amount of Thirty Four Thousand Five Hundred and Thirty Four Dollars ($34,534), on substantially the terms and conditions set forth in the quote attached hereto as Exhibit A and presented to the Council today, draft dated October 27, 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.

2. The following budget amendment (# 5) is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2016, and ending September 30, 2017, as shown in and in accordance with the attached and incorporated Exhibit B, to reflect the receipt and expenditure for the purposes stated herein.

3. This Resolution shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this 10th day of November, 2016.

CITY OF PANAMA CITY BEACH

By: _____________________________
   Mike Thomas, Mayor

ATTEST:

Diane Fowler, City Clerk
<table>
<thead>
<tr>
<th>Exterior Vehicle Color</th>
<th>Emergency Light Grp</th>
<th>Driver side</th>
<th>Passenger side</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dark Earth Gray</td>
<td></td>
<td></td>
<td></td>
<td>$32,939.00</td>
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<td>INC</td>
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</tbody>
</table>

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

AGENDA ITEM #1
### CITY OF PANAMA CITY BEACH
### BUDGET TRANSFER FORM BF-10

<table>
<thead>
<tr>
<th>FUND</th>
<th>GENERAL ACCOUNT NUMBER</th>
<th>ACCOUNT DESCRIPTION</th>
<th>APPROVED BUDGET</th>
<th>BUDGET ADJUSTMENT</th>
<th>NEW BUDGET BALANCE</th>
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</thead>
<tbody>
<tr>
<td>TO</td>
<td>001-0000-364.10-00</td>
<td>Proceeds from Sales</td>
<td>(50,000.00)</td>
<td>(14,325.00)</td>
<td>(64,325.00)</td>
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<tr>
<td>TO</td>
<td>001-2200-522.64-20</td>
<td>Machinery and Equipment</td>
<td>0.00</td>
<td>34,600.00</td>
<td>34,600.00</td>
</tr>
<tr>
<td>FROM</td>
<td>001-8100-999.96-00</td>
<td>Reserves Available for Expenditures</td>
<td>12,617,133.00</td>
<td>(20,275.00)</td>
<td>12,596,858.00</td>
</tr>
</tbody>
</table>

**Check Adjustment Totals:**

|                | 12,567,133.00 | 0.00 | 12,567,133.00 |

**BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:**

To amend the budget to reflect receipt of insurance proceeds from a totaled vehicle and to appropriate the expenditure of such funds for the purchase of a replacement vehicle. The balance of the cost is funded from cash reserves as the first installment of insurance proceeds was received in the prior fiscal year. Total insurance proceeds received were $28,955.

**ROUTING FOR APPROVAL**

DEPARTMENT HEAD ___________ DATE ___________ CITY MANAGER ___________ DATE

FINANCE DIRECTOR ___________ DATE
PANAMA CITY BEACH FIRE RESCUE-2017 FORD F-150

This Bid is for a 2017 Ford F-150 Crew Cab 4X4 truck.

The vehicle will include the following options and include installation;
1. XL Model 4X4 Crew Cab. All applicable options with the XL package, with the following additions;
2. Whelen emergency light bar, (4) corner strobes, (4) front and rear strobes and controls.
3. Dual sirens to include one low frequency with all controls
4. Center jump seat removed and Havis console installed for siren, radio and stowage.
5. Spray in bed liner
7. Deep tinted glass on all windows including front windshield strip
8. 7,000 pound minimum tow package with hitch.
9. Back up alarm system.
10. Factory red color (Vermillion or variance of, accepted by PCBFR before delivery)
11. Factory warranty 5 Yr / 75,000 mile zero deductible BASE Care plan.
12. Delivery to 17121 Panama City Beach Pkwy Panama City Beach, Fl 32413.

Bids will be received until 11:00 a.m. Central Time, October 27, 2016 at City of Panama City Beach Fire Rescue Station #31, 17121 Panama City Beach Pkwy, Panama City Beach, Florida 32413 and will be opened and read publicly immediately thereafter. All Bids shall be submitted in an envelope clearly marked “Sealed Bid — Panama City Beach Fire Rescue Ford F-150.” The City of Panama City Beach (“City”) reserves the right to reject any and all Bids. All Bids shall be firm (including all labor and material prices) for a period of 30 days after opening.

The City shall award the Contract to the lowest responsive and responsible bidder; provided, however, the City reserves the right to award the Contract to a Bidder who is not the lowest responsive and responsible bidder if the City determines in its reasonable discretion that another Bid offers the City a better value based upon the reliability, quality of service, or product of such other Bidder.
Thank you Holly. I just updated the documents and sent them to you. There was a $50.00 add on to the final price for an alternator upgrade package.

We will need a budget amendment for the entire cost of the truck and recognition of the insurance proceeds received in the current year - I can take care of this for you shortly.

Holly,
We received one bid from Hub City Ford for the replacement F-150 that was crashed in August. A copy of the bid sheet is included as well as the request for council agenda item. The base price of this truck was $32,939.00 but we are adding the V-* engine at $1,595.00 so it brings the total of the truck to $34,534.00. This is $1.00 below state contract price. The $34,534.00 price includes all listed accessories included in the bid sheet (emergency lights, emergency console, etc.). With the cost being $34,534 minus the $29,050 received from insurance, we will need and additional $5,484 to complete the purchase. Will I need to request a budget adjustment for this amount? We would like this on the next council meeting agenda.

Thank You,

Larry Couch
Deputy Fire Chief
Panama City Beach Fire Rescue
17121 Panama City Beach Pkwy.
Panama City Beach, FL 32413
Office 850-233-5120
Cell 850-625-5174
http://pcbgov.com/departments-services/fire-department
www.facebook.com/pcbfire
REGULAR AGENDA
ITEM 2
**DEPARTMENT MAKING REQUEST/NAMES:**
Public Works/Kelly Jenkins

**MEETING DATE:**
11/10/2016

**REQUESTED MOTION/ACTION:**
Approve the mitigation credit purchase agreement with St. Joe to aid in acquiring right-of-way for the Colony Club - Nautilus Connection.

**PRESENTATION**

**PUBLIC HEARING**

**CONSENT**

**REGULAR**

**IS THIS ITEM BUDGETED (IF APPLICABLE)?**
- Yes
- No

**BUDGET AMENDMENT OR N/A**
- Yes
- No

**DETAILED BUDGET AMENDMENT ATTACHED**
- Yes
- No

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

The new Colony Club - Nautilus Connection project requires right-of-way to be conveyed from St. Joe to the City. This will enable the City to own and maintain the land for the new roadway and stormwater system. As part of the agreement with St. Joe, they plan to dedicate the land to us, however it is the City's responsibility to purchase the associated mitigation credits required to offset wetland impacts associated with this construction project. The cost of the mitigation credits to be purchased from St. Joe's Breakfast Point Mitigation Bank is $45,375.00 and will be brought to Council for approval within budget amendment #6. This action is necessary in order to move forward with the construction of the Colony Club - Nautilus Connection roadway.

Staff recommends approval of the agreement.
RESOLUTION 17-18

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A MITIGATION CREDIT PURCHASE AGREEMENT WITH THE ST. JOE COMPANY IN THE AMOUNT OF $45,375.

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Mitigation Credit Purchase Agreement between the City and The St. Joe Company, relating to the purchase of high quality wetlands for the Colony Club Exit Road Project in the basic amount of $45,375, in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: __________________________
    Mike Thomas, Mayor

ATTEST:

______________________________
Diane Fowler, City Clerk
MITIGATION CREDIT PURCHASE AGREEMENT

THIS MITIGATION CREDIT PURCHASE AGREEMENT (the “Agreement”) is made and entered into as of the __ day of ____________, 20__ (the “Effective Date”), by and between THE ST. JOE COMPANY, a Florida corporation, on behalf of itself and its subsidiary ST. JOE TIMBERLAND COMPANY OF DELAWARE, L.L.C., a Delaware limited liability company, whose mailing address is 133 S. WaterSound Parkway, WaterSound, Florida 32413 (“Seller”), and THE CITY OF PANAMA CITY BEACH, FLORIDA, a municipal corporation, whose mailing address is 110 South Arnold Road, Panama City Beach, Florida 32413 (“Buyer”).

WITNESSETH:

WHEREAS, Seller maintains an ecological restoration project named Breakfast Point Mitigation Bank located in Bay County, Florida (the “Mitigation Property”); and

WHEREAS, Seller owns a mitigation bank (BREAKFAST POINT MITIGATION BANK) with federal freshwater WRAP and state UMAM mitigation credits (“Credits”) available for transfer and sale under Florida Department of Environmental Protection (“FDEP”) Permit No. 0227475-001 and U.S. Army Corps of Engineers (“USACE”) Permit No.SAJ-2004-1865-NW-GAH (collectively, “Seller’s Permits”); and

WHEREAS, as part of Buyer’s environmental permitting process for the proposed development of its project known as Colony Club—Nautilus Connector Loop (the “Project”) involving the FDEP (File No. 03-0138175-007-EA) and the USACE (SAJ-2016-01221), it is anticipated that Buyer’s permits from such governmental agencies will be conditioned upon purchase of Credits as compensatory mitigation; and

WHEREAS, Seller desires to sell and Buyer desires to purchase Credits available from the Mitigation Property on the terms and conditions below to be used to offset wetland impacts associated with the Project.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Terms of Purchase and Deposit.

Purchase Price. Under the terms of this Agreement, Seller hereby agrees to sell 1.21 (1.32 acres of high quality wetland impacts x .92 functional unit per the RGP/EMA) (type of credit) Credit(s) (the “Subject Credits”) to Buyer and Buyer agrees to pay for Buyer agrees to pay for and purchase the Subject Credits from Seller for the aggregate amount of Forty Five Thousand Three Hundred Seventy Five Dollars ($45,375.00) (the “Purchase Price”). The Purchase Price shall be payable to Seller by Buyer by check, wired federal funds or cashier’s check on or before December 15, 2016 (the “Payment Date”).
2. **Reservation of Credits.** Following Buyer's and Seller's execution of this Agreement, payment of the Deposit by Buyer, and upon Buyer's request, Seller will address reservation letters to the FDEP and USACOE detailing the specific Subject Credits reserved by Seller.

3. **Timing of Transfer of Subject Credits.** Upon Seller's receipt of payment in full of the Purchase Price, the Subject Credits shall be deemed transferred and the Purchase Price shall be deemed fully earned. Seller shall provide to Buyer the documentation required by the FDEP and USACOE to debit the Subject Credits from each of the Seller’s FDEP and USACOE ledgers.

4. **Costs.** Each party shall bear its own costs associated with the terms of this Agreement.

5. **Covenants.**

   (a) **Seller.** Seller covenants and agrees that it shall comply with all conditions and continuing requirements set forth in Seller’s Permits. Responsibility for compliance with the Seller’s Permits as to mitigation on the Mitigation Property shall solely be the responsibility of Seller. Seller shall not be bound by any statement of any broker, employee, agent or other representative or affiliate of Seller.

   (b) **Buyer.** Buyer covenants and agrees that:

      i. the Subject Credits shall only be used in conjunction with the Project.

      ii. the Subject Credits shall only be used as authorized by the applicable permits for the Project.

6. **Remedies.** In the event either Buyer or Seller breaches or fails to perform any covenant, agreement or obligation hereof, then the other party shall have all rights and remedies available at law or in equity including the right of injunctive relief, damages and the right to action for specific performance.

7. **Assignment.** Buyer may not assign, sell, transfer, convey or grant (whether voluntarily or otherwise) all or any portion of Buyer's interest in the Subject Credits and/or this Agreement without the prior written consent of Seller, which consent may be granted or withheld in Seller's sole discretion. Notwithstanding the foregoing, Buyer may, without Seller's consent, assign all or any portion of Buyer’s interest in the Subject Credits and/or this Agreement in connection with a sale of all or a portion of the Project.
8. **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

9. **Notices.** Any notice, demand, consent, authorization, request, approval or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Agreement shall be effective and valid only if in writing, signed by the party giving notice, or its attorney, and delivered personally to the other parties or sent by express 24-hour guaranteed courier or delivery service, by facsimile transmission or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows (or to such other place as any party may by notice to the others specify):

To Seller:  
The St. Joe Company  
Attn: Jorge Gonzalez, Senior Vice President  
133 South WaterSound Parkway  
WaterSound, Florida 32413

With a Copy To:  
The St. Joe Company  
Attn: Ken Borick, Sr. Counsel  
133 South WaterSound Parkway  
WaterSound, Florida 32413

TO PCB:  
Mario Gisbert, City Manager  
Kelly Jenkins, City Engineer  
City of Panama City Beach  
110 South Arnold Road  
Panama City Beach, Florida 32407  
(850) 233-5100  
Email: mgisbert@pcbgov.com  
Email: kjenkins@pcbgov.com

COPY TO:  
Amy E. Myers  
Harrison Sale McCloy  
304 Magnolia Avenue  
Post Office Box 1579  
Panama City, Florida 32402  
Email: anyers@HSMcLaw.com

Notice shall be deemed given when received. Buyer, and Seller may from time to time notify the other of changes with respect to whom and where notice should be sent by sending notification of such changes pursuant to this Paragraph.
10. **Entire Agreement.** This Agreement contains the entire understanding between the parties and the parties agree that no representation was made by or on behalf of the other which is not contained in this Agreement, and that in entering into this Agreement neither relied upon any representation not herein contained.

11. **Amendments and Waivers.** This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by each and all of the parties hereto. No failure by Buyer or Seller to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such any other covenant, agreement, term or condition. Any party hereto, by written notice to the other parties, may but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenants of any other party hereto. No waiver shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

12. **No Joint Venture or Partnership or Agency Relationship.** Nothing contained in this Agreement shall be deemed or construed to create a joint venture or partnership and neither party shall be the agent of the other for any purpose. Neither party shall hold itself out as an agent, partner or joint venturer with the other and each party shall defend and indemnify the other against any claim of liability arising out of an asserted agency, partnership or joint venture by the other contrary to the express provisions of this Paragraph.

13. **Captions; Genders.** Captions used in this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement. Whenever used, the singular shall include the plural, the plural shall include the singular, and gender shall include all genders.

14. **Partial Invalidity.** In case any term of this Agreement shall be held to be invalid, illegal or unenforceable, in whole or in part, neither the validity of the remaining part of such term nor the validity of any other term of this Agreement shall in any way be affected thereby.

15. **Counterparts.** This Agreement may be executed in any number of counterparts, any one and all of which shall constitute the agreement of the parties and shall be deemed one original instrument.

16. **Time is of the Essence.** Time is of the essence under the terms of this Agreement. If any date referenced herein falls on a Saturday, Sunday or legal holiday, then such date shall automatically extend to the next business day. Failure to perform at the times stated in this Agreement shall constitute a default.

17. **Attorneys' Fees.** Non-prevailing party shall be liable for the prevailing party's reasonable attorneys' fees and court costs incurred in connection with any litigation relating to this
Agreement, including but not limited to, attorneys' fees incurred in trial, post judgment, and appellate proceedings.

18. **No Warranty.** Buyer understands and agrees that Seller has made no representation or warranty as to the appropriateness, applicability, adequacy or suitability of the Subject Credits for Buyer’s intended uses or purposes, and that Buyer accepts the Subject Credits in an “as is” condition without requiring any action, expense or other thing or matter on the part of Seller to be paid or performed and upon the issuance of the Minor Permit Modification to Seller’s Environmental Resources Permit for the Subject Credits.

19. **Agreement Not Recordable.** Neither this Agreement nor a memorandum thereof shall be recorded in the public records of any county.

20. **Confidentiality.** Except as required in the normal conduct of the business of the parties hereto by law or as part of Buyer's permitting process, Buyer shall not, without the prior written approval of Seller, at any time during the term of this Agreement or thereafter, divulge to any third party, other than its attorneys, accountants, employees and professional advisors who are bound by confidentiality, any information concerning the contents of this Agreement. Buyer shall not make any press releases or other media dissemination of information relating to the transaction contemplated by this Agreement without the prior written approval of Seller, which may be granted or withheld in Seller's sole discretion. Nothing herein shall prevent the Buyer from complying with the requirements of Florida's public records law, Chapter 119, Florida statutes, compliance with which will not be considered a violation of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates written below their respective names.

SELLER:

THE ST. JOE COMPANY,
on its behalf and on behalf of

ST. JOE TIMBERLAND COMPANY
OF DELAWARE, L.L.C.

Authorized Signature

Printed Name

Title

Date

BUYER:

THE CITY OF PANAMA CITY BEACH

Authorized Signature

Printed Name

Title

Date

ATTEST:

City Clerk
REGULAR AGENDA
ITEM 3
Approve the construction agreement for the Colony Club - Nautilus Connection project with Roberts and Roberts, Inc. in the amount of $691,887.15 and Budget Amendment #6.

The Colony Club - Nautilus Connection project includes new roadway, utility, and stormwater management construction on a portion of City Owned right-of-way that extends northeast from the existing terminus of Nautilus Road a distance of ~700 feet and continues southeast a distance of ~850 feet to Fairway Boulevard.

A solicitation for construction bids was publicly advertised and (5) five bidders responded with sealed bids by the required time and date. Bids were publicly opened on November 1, 2016 at 3pm. After reviewing the bids, all bidders were deemed responsive and Dewberry/Preble-Rish Engineers Inc. recommends that the Base Bid be awarded to the low bidder, Roberts and Roberts, Inc. in the amount of $691,887.15. Of that cost, $40,000 is dedicated for sewer force main and the utility department has this budgeted in FY16/17. The fees associated with land acquisition including the mitigation payments to St. Joe is included in the proposed budget amendment. In addition, the potential conduits for lighting and installation of light poles and associated equipment is also covered in the budget amendment if the Council chooses to include this as part of the overall project. Staff would come back to Council to award this portion of the project once we have a final binding estimate from Gulf Power. This project is expected to be completed in April 2017. Attached is a copy of the engineer of records recommendation and bid tabulation (Exhibit A) and a draft agreement.

Staff recommends approval of the agreement with Roberts and Roberts and the proposed budget amendment.
RESOLUTION 17-17

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AGREEMENT WITH ROBERTS AND ROBERTS, INC. IN THE AMOUNT OF $691,887.15 FOR THE CONSTRUCTION OF THE COLONY CLUB - NAUTILUS CONNECTION PROJECT; AUTHORIZING A BUDGET AMENDMENT TO FUND THIS PROJECT; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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

1. The appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Agreement between the City and Roberts and Roberts, Inc. relating to the construction of the Colony Club - Nautilus Connection Project, in the basic amount of Six Hundred Ninety One Thousand Eight Hundred Eighty Seven Dollars and Fifteen Cents ($691,887.15), on substantially the terms and conditions set forth in the Agreement attached hereto as Exhibit A 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.

2. The following budget amendment (#6) is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2016, and ending September 30, 2017, as shown in and in accordance with the attached and incorporated Exhibit B, to reflect the receipt and expenditure for the purposes stated herein.

3. This Resolution shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this 10th day of November, 2016.

CITY OF PANAMA CITY BEACH

By: ___________________________
   Mike Thomas, Mayor

ATTEST:

_________________________
Diane Fowler, City Clerk
November 3, 2016

Ms. Kelly Jenkins, PE
City of Panama City Beach
110 South Arnold Road
Panama City Beach, FL 32413

SUBJECT: Letter of Recommendation
Re: Colony Club – Nautilus Connection
Project: 211.215

Dear Ms. Jenkins,

We have reviewed the bid packages submitted on November 3, 2016 at 3:00PM for the Colony Club – Nautilus Connection project and verified the unit prices and totals for each bid. Based on our review of these packages, we recommend Roberts and Roberts, Inc. for award of the contract for a total price of $691,887.15.

If you have any questions, please feel free to contact me at 850-267-0759 or by email at cknaucr@dewberry.com.

Sincerely,

DEWBERY | PREBLE-RISH

Cliff L. Knauer PE
Associate Vice President
### CITY OF PANAMA CITY BEACH

**CITY OF PANAMA CITY BEACH - NAUTILUS CONNECTION Bid Results**

<table>
<thead>
<tr>
<th>Project</th>
<th>Item</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>22&quot; LIGGIO TYPE 2&quot; 1/2 ASPHALT</td>
<td>LS 1</td>
<td>92,200.00</td>
<td>40,000.00</td>
<td>$3,680,000.00</td>
</tr>
<tr>
<td>2</td>
<td>12&quot; RCP FOR MAIN 3,000 LF</td>
<td>LF</td>
<td>230,000.00</td>
<td>120,000.00</td>
<td>$27,600,000.00</td>
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<tr>
<td>3</td>
<td>12&quot; TYPE C STABILIZED SUBGRADE (LP 40 MIN.)</td>
<td>LS 1</td>
<td>4,000.00</td>
<td>120,000.00</td>
<td>$480,000.00</td>
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<tr>
<td>4</td>
<td>24&quot; RCP INSTALLED LF 4 - 40 1/2&quot; DEPTH</td>
<td>LF</td>
<td>75,000.00</td>
<td>120,000.00</td>
<td>$9,000,000.00</td>
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<tr>
<td>5</td>
<td>THERMOPLASTIC STRIPPING WITH RINP IN ACCORDANCE WITH REQUIREMENTS</td>
<td>LS 1</td>
<td>8,000.00</td>
<td>180,000.00</td>
<td>$1,440,000.00</td>
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<tr>
<td>6</td>
<td>6&quot; THICK CONCRETE CURB</td>
<td>LS 1</td>
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<td>3,500.00</td>
<td>$42,000.00</td>
</tr>
<tr>
<td>7</td>
<td>3&quot; RCP 500 LF W/ 2&quot; DEPTH</td>
<td>LF</td>
<td>500.00</td>
<td>18,000.00</td>
<td>$9,000.00</td>
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<tr>
<td>8</td>
<td>ALL OTHER ROADWAY ITEMS NOT LISTED IN ROADWAY SUBTOTAL</td>
<td>LS 1</td>
<td>12,000.00</td>
<td>195,000.00</td>
<td>$2,340,000.00</td>
</tr>
</tbody>
</table>

**Stormwater**

<table>
<thead>
<tr>
<th>Project</th>
<th>Item</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>8&quot; RCP INSTALLED LOT 87 TYPE 2&quot; 1/2 ASPHALT</td>
<td>LF 11</td>
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<td>3,500.00</td>
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<tr>
<td>10</td>
<td>8&quot; ADG INSTALLED LOT 87 TYPE 2&quot; 1/2 ASPHALT</td>
<td>LF 16</td>
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<tr>
<td>11</td>
<td>24&quot; RCP INSTALLED LOT 87 TYPE 2&quot; 1/2 ASPHALT</td>
<td>LF 16</td>
<td>70,000.00</td>
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<tr>
<td>12</td>
<td>8&quot; RCP INSTALLED LF 4 - 40 1/2&quot; DEPTH</td>
<td>LF</td>
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<td>120,000.00</td>
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<tr>
<td>13</td>
<td>7&quot; RCP INSTALLED LF 11&quot; BASE 1/2&quot; DEPTH</td>
<td>LF</td>
<td>200,000.00</td>
<td>150,000.00</td>
<td>$30,000,000.00</td>
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<tr>
<td>14</td>
<td>2&quot; PVC STORM INSTALLED</td>
<td>LF 5</td>
<td>4,000.00</td>
<td>120,000.00</td>
<td>$480,000.00</td>
</tr>
<tr>
<td>15</td>
<td>TYPE A CURB INLET</td>
<td>EA 10</td>
<td>12,000.00</td>
<td>727,500.00</td>
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<tr>
<td>16</td>
<td>TYPE B INLET WITH SLOT AND TRAFFIC GRATES</td>
<td>EA 10</td>
<td>12,000.00</td>
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<tr>
<td>17</td>
<td>TYPE C INLET WITH SLOT, TRAFFIC, AND SAND IN BOXES</td>
<td>EA 2</td>
<td>12,000.00</td>
<td>727,500.00</td>
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<tr>
<td>18</td>
<td>FOOT INOX 304 24&quot; RCP CONCRETE HEADWALL</td>
<td>EA 2</td>
<td>12,000.00</td>
<td>727,500.00</td>
<td>$8,730,000.00</td>
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<tr>
<td>19</td>
<td>FOOT INOX 316 SS 24&quot; RCP CONCRETE HEADWALL</td>
<td>EA 2</td>
<td>12,000.00</td>
<td>727,500.00</td>
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<tr>
<td>20</td>
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<td>21</td>
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<tr>
<td>22</td>
<td>FOOT INOX 304 24&quot; RCP CONCRETE HEADWALL</td>
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<tr>
<td>23</td>
<td>FOOT INOX 316 SS 24&quot; RCP CONCRETE HEADWALL</td>
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<tr>
<td>24</td>
<td>6&quot; THICK ALABAMA CLAY(S) 2' FABRICATION</td>
<td>CY 105</td>
<td>30,000.00</td>
<td>9,800.00</td>
<td>$294,000.00</td>
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<tr>
<td>25</td>
<td>CONCRETE COWL DRAIN DRAIN</td>
<td>LF 1</td>
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<td>120,000.00</td>
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</tr>
<tr>
<td>26</td>
<td>ALL OTHER STREETWATER ITEMS NOT LISTED IN STORMWATERS SUBTOTAL</td>
<td>LS 1</td>
<td>12,000.00</td>
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<td>$2,340,000.00</td>
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</tbody>
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**Utilities**

<table>
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<tr>
<th>Project</th>
<th>Item</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>27</td>
<td>8&quot; PVC FORCE MAIN WITH SEWERS AND ALL ASSOCIATED UTILITY WORK REQUIRED FOR FORECLOSURE INSTALLATION</td>
<td>LS 1</td>
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<td>100,000.00</td>
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<td>LAYOUT</td>
<td>LS 1</td>
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<td>29</td>
<td>MAINTENANCE OF TRAFFIC</td>
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<td>CERTIFIED AS BUILT PLANS</td>
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<td>75,000.00</td>
<td>3,500.00</td>
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<td>31</td>
<td>NFDES ADMINISTRATION</td>
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<td>2,500.00</td>
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<td>32</td>
<td>MATERIALS FOR ROADWAY AND FLOODWAYS</td>
<td>LS 1</td>
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<td>3,500.00</td>
<td>$425,000.00</td>
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<td>33</td>
<td>SOILS (EDGE OF PAVEMENT TO RIGHT OF WAY)</td>
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<td>$425,000.00</td>
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<td>34</td>
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<td>3,500.00</td>
<td>$425,000.00</td>
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**General**

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<td>35</td>
<td>BONDS MAX 1% OF BO</td>
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<td>36</td>
<td>CANCELLATION OF BONDS (MAX. 1% OF BID)</td>
<td>LS 1</td>
<td>25,000.00</td>
<td>125,000.00</td>
<td>$2,500,000.00</td>
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**Total Project Const. Cost**

<table>
<thead>
<tr>
<th>Item</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
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</thead>
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**Alternate Bid Items**

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<td></td>
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**Total Alternate Cost**

<table>
<thead>
<tr>
<th>Item</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
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</thead>
<tbody>
<tr>
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<td></td>
<td></td>
<td>$13,645.00</td>
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</tbody>
</table>

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**Project 5 211.215**

11/20/2016
SECTION 00050
AGREEMENT

THIS AGREEMENT, made this __________ day of __________, 2016, by and between, the City of Panama City Beach (hereinafter called "OWNER") and Roberts and Roberts, Inc., doing business as a Corporation, having a business address of 1741 N. Sherman Avenue, Panama City, FL 32405 (hereinafter called "CONTRACTOR"), for the performance of the Work (as that term is defined below) in connection with the construction of the COLONY CLUB - NAUTILUS CONNECTION (Project), to be located in Bay County, Florida, in accordance with the Drawings and Specifications prepared by Dewberry Preble-Rish Engineers Inc. the Engineer of Record (hereinafter called "ENGINEER") and all other Contract Documents hereinafter specified.

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

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

2. The CONTRACTOR will commence the Work required by the Contract Documents within 10 calendar days after the date of the Notice to Proceed to be issued by OWNER in writing within 10 calendar days from the date of this Agreement and will achieve Substantial Completion of the Work within 120 consecutive calendar days of the required commencement date, except to the extent the period for Substantial Completion is extended pursuant to the terms of the Contract Documents ("Contract Time"). Final Completion of the Work shall be achieved by the CONTRACTOR within 30 consecutive calendar days thereafter.

3. The CONTRACTOR agrees to pay the OWNER, as liquidated damages, the sum of $1,000.00 for each calendar day that expires after the Contract Time for Substantial Completion as more fully set forth in Section 15 of Section 00100, General Conditions.

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

AGREEMENT 00050-1

AGENDA ITEM #
Documents and comply with the terms therein for the sum of $691,887.15 as shown in the Bid Schedule, included within the Bid Proposal Form, as said amount may be hereafter adjusted pursuant to the terms of the Contract Documents ("Contract Price").

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

1. ADVERTISEMENT FOR BIDS (SECTION 00010)
2. INFORMATION FOR BIDDERS (SECTION 00020)
3. BID (SECTION 00030)
4. BID BOND (SECTION 00040)
5. AGREEMENT (SECTION 00050)
6. PERFORMANCE BOND (SECTION 00060)
7. PAYMENT BOND (SECTION 00070)
8. NOTICE OF AWARD (SECTION 00080)
9. NOTICE TO PROCEED (SECTION 00090)
10. DRUG-FREE WORK PLACE (SECTION 00095)
11. CERTIFICATE OF COMPLIANCE WITH THE FLORIDA TRENCH SAFETY ACT (SECTION 00096)
12. PUBLIC ENTITY CRIMES STATEMENT (SECTION 00097)
13. SALES TAX AGREEMENT (SECTION 00098)
14. CERTIFICATE OF INSURANCE (SECTION 00099)
15. GENERAL CONDITIONS (SECTION 00100)
16. SUBMISSION OF WORK SCHEDULE (SECTION 00801)
17. PREVENTION, CONTROL AND ABATEMENT OF EROSION CONTROL (SECTION 00802)
18. SPECIAL PROVISIONS (SECTION 01046)
19. PERMITS AND FEES (SECTION 01065)
20. REFERENCE STANDARDS (SECTION 01095)
21. SPECIAL PROJECT PROCEDURES (SECTION 01100)
22. ENVIRONMENTAL PROTECTION (SECTION 01110)
23. SUBMITTALS (SECTION 01300)
24. CONSTRUCTION PHOTOGRAPHS (SECTION 01380)
25. MOBILIZATION/DEMOBILIZATION (SECTION 01505)
26. CONTRACT CLOSEOUT (SECTION 01705)
The Contract Documents also includes any written amendments to any of the above signed by the party to be bound by such amendment. The Contract Documents are sometimes referred to herein as the "Agreement."

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

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

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

9. All notices required or made pursuant to this Agreement shall be in writing and, unless otherwise required by the express terms of this Agreement, may be given:

i. By mailing same by United States mail with proper postage affixed thereto, certified, return receipt requested; or

ii. By sending same by Federal Express, Express Mail, Airborne, Emery, Purolator or other expedited mail or package delivery; or,

iii. By hand delivery to the appropriate address as herein provided. Notices to OWNER required hereunder shall be directed to the following address:

If to OWNER:

City of Panama City Beach
110 South Arnold Road
Panama City Beach, Florida 32413

ATTENTION: Mario Gisbert, City Manager
Fax No.: (850) 233-5108
If to Contractor:

________________________________________

ATTENTION: __________________________________________

Fax No.: __________________________________________

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

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

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

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

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

14. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural. The term “including” is not limiting, and the terms “hereof,” “herein,” “hereunder,” and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, unless stated otherwise. Additionally, the parties hereto acknowledge that they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.
15. For this Project, the OWNER has designated a Project Representative to assist the OWNER with respect to the administration of this Agreement. The Project Representative to be utilized by the OWNER for this Project shall be Clifford L. Knauer, P.E., of Dewberry | Preble-Rish Engineers Inc.

16. The CONTRACTOR acknowledges and agrees that no interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the OWNER, Project Representative, or ENGINEER may be responsible, in whole or in part, shall relieve the CONTRACTOR of his/her duty to perform or give rise to any right to damages or additional compensation from OWNER. The CONTRACTOR expressly acknowledges and agrees that it shall receive no damages for delay. CONTRACTOR's sole remedy, if any, against the OWNER will be the right to seek an extension to the Contract Time.

17. INSURANCE - BASIC COVERAGE REQUIRED

The CONTRACTOR shall procure and maintain the following described insurance, except for coverages specifically waived by the OWNER, on policies and with insurers acceptable to the OWNER. Current Insurance Service Office (ISO) policies, forms, and endorsements or equivalents, or broader, shall be used where applicable.

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

The CONTRACTOR and the CONTRACTOR’s subcontractors and sub-subcontractors shall be solely responsible for all of their property, including but not limited to any materials, temporary facilities, equipment and vehicles, and for obtaining adequate and appropriate insurance covering any damage or loss to such property. The CONTRACTOR and the CONTRACTOR’S subcontractors and sub-subcontractors expressly waive any claim against the OWNER arising out of or relating to any damage or loss of such property, even if such damage or loss is due to the fault or neglect of the OWNER or anyone for whom the OWNER is responsible. The CONTRACTOR is obligated to include, or cause to be included, provisions similar to this paragraph in all of the CONTRACTOR’s subcontracts and its subcontractors’ contracts with their sub-subcontractors.
The CONTRACTOR's deductibles/self-insured retention's shall be disclosed to the OWNER and may be disapproved by the OWNER. They may be reduced or eliminated at the option of the OWNER. The CONTRACTOR is responsible for the amount of any deductible or self-insured retention. Any deductible or retention applicable to any claim or loss shall be the responsibility of the CONTRACTOR and shall not be greater than $25,000, unless otherwise agreed to, in writing, by the OWNER.

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

**Workers' Compensation and Employers' Liability Insurance Coverage**

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

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

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

The CONTRACTOR shall provide to the OWNER an Affidavit stating that he/she meets all the requirements of Florida Statute 440.02 (13) (d).

**Commercial General Liability Coverage**

The CONTRACTOR shall purchase and maintain Commercial General Liability Insurance on a full-occurrence form. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage, Products and Completed Operation Liability Coverages and shall not exclude coverage for the "X" (Explosion), "C" (Collapse) and "U" (Underground) Property Damage Liability exposures. Limits of coverage shall not be less than:
COLONY CLUB - NAUTILUS CONNECTION
PROJECT NO. 211.215

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

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

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

**Business Automobile Liability Coverage**

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

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

**Excess or Umbrella Liability Coverage**

The CONTRACTOR shall purchase and maintain Excess Umbrella Liability Insurance or Excess Liability Insurance on a full-occurrence form providing the same continuous coverages as required for the underlying Commercial General, Business Automobile, and Employers' Liability Coverages with no gaps in continuity of coverages or limits with the OWNER added by endorsement to the policy as an additional insured in the same manner as is required under the primary policies, and shall not be less than $10,000,000, each occurrence and aggregate as required by the OWNER.
IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized official, this Agreement in two copies each of which shall be deemed an original on the date first written above.

(SEAL)
ATTEST: ______________________
BY ______________________
(Signature)
NAME ______________________
TITLE ______________________

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

(SEAL)
ATTEST: ______________________
BY ______________________
(Signature)
NAME ______________________
TITLE ______________________

CONTRACTOR

BY ______________________
(Signature)
NAME ______________________
TITLE ______________________
ADDRESS: ______________________

__________________________
Employer Identification Number

END OF SECTION
<table>
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<tr>
<th>FUND ACCOUNT</th>
<th>GENERAL ACCOUNT NUMBER</th>
<th>ACCOUNT DESCRIPTION</th>
<th>APPROVED BUDGET</th>
<th>BUDGET ADJUSTMENT</th>
<th>NEW BUDGET BALANCE</th>
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<tbody>
<tr>
<td>TO</td>
<td>001-4100-541.65-84</td>
<td>Construction in Progress Colony Club</td>
<td>685,000.00</td>
<td>65,000.00</td>
<td>750,000.00</td>
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<tr>
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<td>Land</td>
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<td>Reserves Available for Expenditures</td>
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<td>(125,000.00)</td>
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Check Adjustment Totals: 13,281,858.00  0.00  13,281,858.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To amend the FY 2017 budget to appropriate funds for the St Joe mitigation credits necessary to obtain ROW for the Colony Club/Nautilus connection and to provide additional funds for construction should the Council award the "lighting" option.

Routing for Approval:

__________________________  __________________________  __________________________
DEPARTMENT HEAD             DATE                          CITY MANAGER                        DATE

__________________________  __________________________
FINANCE DIRECTOR            DATE

Exhibit B
AGENDA ITEM #3
REGULAR AGENDA
ITEM 4
**CITY OF PANAMA CITY BEACH**  
**AGENDA ITEM SUMMARY**

<table>
<thead>
<tr>
<th>1. DEPARTMENT MAKING REQUEST/NAME:</th>
<th>2. MEETING DATE:</th>
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<tbody>
<tr>
<td>Panama City Beach Police Department</td>
<td>November 10, 2016</td>
</tr>
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</table>

| 3. Requested Motion/Action: |  
Request for Budget Amendment for FY2017 FDOT Comprehensive Traffic Enforcement Grant (CTEP) PT-17-12-05 |

<table>
<thead>
<tr>
<th>4. Agenda</th>
<th>5. Is this item budgeted (if applicable)?</th>
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<tr>
<td>Presentation</td>
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<td>Public Hearing</td>
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<td>Consent</td>
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<tr>
<td>Regular</td>
<td>□</td>
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</table>

<table>
<thead>
<tr>
<th>6. Background: (Why is the action necessary, what goal will be achieved)</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Police Department has been approved by the Florida Department of Transportation for the FY2017 FDOT Comprehensive Traffic Enforcement Grant. The grant amount is $70,000.00 for overtime salaries and benefits for saturation patrols. Saturation patrols are for the purpose of enhancing public awareness and compliance of safe driving practices to reduce traffic crashes and fatalities. The overtime can begin immediately upon approval of the budget amendment.</td>
</tr>
</tbody>
</table>

**NOTE:** Grant authorized saturation patrols cannot be utilized for the supplanting of officer's overtime.
RESOLUTION 17-26

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA; AUTHORIZING A BUDGET AMENDMENT TO PROVIDE FOR THE RECEIPT OF $70,000 FROM THE FDOT COMPREHENSIVE TRAFFIC ENFORCEMENT GRANT; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the City has received notification of award of the FDOT Comprehensive Traffic Enforcement Grant (CTEP) PT-17-12-05 in the amount of $70,000 for overtime salaries and benefits; and

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

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

1. The following budget amendment #4 is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2016, and ending September 30, 2017, as shown in and in accordance with the attached and incorporated Exhibit A, to reflect the revenue to be received from the CTEP Grant and its expenditure for the purposes stated therein.

2. This Resolution shall take effect immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By ____________________________
MIKE THOMAS, MAYOR

ATTEST:

DIANE FOWLER, CITY CLERK

Resolution 17-26

AGENDA ITEM #
To: Drew R. Whitman  
Chief of Police

From: Captain Rich McClanahan  
Administration Division Commander

Date: November 2, 2016

RE: FY2017 FDOT Comprehensive Traffic Enforcement Grant (CTEP) PT-17-12-05 Budget Amendment

Chief,

The Police Department has been approved by the Florida Department of Transportation for the FY2017 FDOT Comprehensive Traffic Enforcement Grant. The grant amount is $70,000.00 for overtime salaries and benefits for saturation patrols. Saturation patrols are for the purpose of enhancing public awareness and compliance of safe driving practices to reduce traffic crashes and fatalities. The overtime can begin immediately upon approval of the budget amendment. As you are aware the grant authorized saturation patrols cannot be utilized for the supplanting of officer’s overtime.

Captain Rich L. McClanahan  
Administration Division Commander
October 25, 2016

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

RE: Project Name: CTEP: Comprehensive Traffic Enforcement Program
    Project Number: PT-17-12-05
    DOT Contract Number: GOF88

Dear Chief Whitman:

Your application to the Florida Department of Transportation for highway safety funds has been approved. We are pleased to make this award in the amount of $70,000.00 for the purpose of implementing the CTEP: Comprehensive Traffic Enforcement Program.

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

The effective date of the sub-grant agreement is October 25, 2016, and only those costs incurred on or after that date and on or before September 30, 2017 are eligible for reimbursement.

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

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

Sincerely,

Chris Craig, CPM
Traffic Safety Administrator

CC/pc
Enclosures
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<th>FUND ACCOUNT NUMBER</th>
<th>GENERAL ACCOUNT NUMBER</th>
<th>ACCOUNT DESCRIPTION</th>
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<th>BUDGET ADJUSTMENT</th>
<th>NEW BUDGET BALANCE</th>
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<td>4,228.00</td>
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<td>Retirement Sworn</td>
<td>640,000.00</td>
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Check Adjustment Totals: 1,379,664.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To record award of FDOT CTEP grant and to reflect the expenditure of such funds per the grant award - overtime and related benefits.
TO: SF961SM@dot.state.fl.us  
SUBJECT: FUNDS APPROVAL/REVIEWED FOR CONTRACT GOF88

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

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<th>*AMOUNT</th>
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<td>(FISCAL YEAR)</td>
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<td>AMENDMENT ID</td>
<td>*SEQ.</td>
<td>*USRER ASSIGNED ID</td>
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TOTAL AMOUNT: **$ 70,000.00 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 09/23/2016
### Part I: GENERAL ADMINISTRATIVE INFORMATION

(See instructions)

1. **Project Title:** CTEP: Comprehensive Traffic Enforcement Program
2. **Federal Funding:** $70,000.00  
   - **Match:** $0.00  
   - **Total Cost:** $70,000.00
3. **Subrecipient Agency:**  
   - **Name:** City of Panama City Beach  
   - **Address Line 1:** 110 South Arnold Road  
   - **City:** Panama City Beach  
   - **State:** FL  
   - **Zip:** 32413
4. **Implementing Agency:**  
   - **Name:** Panama City Beach Police Dept  
   - **Address Line 1:** 17115 Panama City Beach Pkwy  
   - **City:** Panama City Beach  
   - **State:** FL  
   - **Zip:** 32413
5. **Federal ID Number or 29 Digit FLAIR Account Number (State Agencies):** 59-6045116
6. **DUNS Number:** 018095984
7. **Chief Financial Officer:**  
   - **Name:** Holly White  
   - **Address Line 1:** 110 South Arnold Road  
   - **City:** Panama City Beach  
   - **State:** FL  
   - **Zip:** 32413  
   - **Telephone No:** (850) 233 - 5100 ext.  
   - **E-Mail Address:** hwhite@pcbgov.com
8. **Project Director:**  
   - **Name:** Rich L. McClanahan, Captain  
   - **Address Line 1:** 17115 Panama City Beach Pkwy  
   - **City:** Panama City Beach  
   - **State:** FL  
   - **Zip:** 32413  
   - **Telephone No:** (850) 233 - 5000 ext.  
   - **E-Mail Address:** rmcclanahan@beachpolice.org
9. **Financial Reimbursement Contact:**  
   - **Name:** Holly White  
   - **Title:** City Clerk  
   - **Telephone Number:** (850) 233 - 5100 ext.  
   - **E-Mail Address:** hwhite@pcbgov.com
10. **Project Activity Contact:**  
    - **Name:** Rich L. McClanahan  
    - **Title:** Administrative Captain  
    - **Telephone Number:** (850) 233 - 5000 ext.  
    - **E-Mail Address:** rmcclanahan@beachpolice.org
11. **Payment Remittance Address:**  
    - **Address Line 1:** 110 South Arnold Road  
    - **City:** Panama City Beach  
    - **State:** FL  
    - **Zip:** 32413
Part II: PROJECT PLAN AND SUPPORTING DATA

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

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

Statement of Problem
According to the latest Florida Highway Safety Matrix (published on 01/15/2015) - Ranking of Florida Cities, (Group 3 - Populations 3,000 - 14,999), which ranked fatal and injury crashes in 123 cities between 2009 and 2013, Panama City Beach ranked number one in motorcycle and pedestrian crashes; number 2 in impaired driving-related crashes, number 4 in speed-related crashes, and teen driver involved crashes, number 6 in aggressive driver-related crashes, number 20 in occupant protection and bicycle-related crashes, number 26 in overall fatal & injury crashes, and number 52 in the drivers 65+ category. To summarize, Panama City Beach ranked in the top 25% of every category on the matrix, with the exception of drivers 65+. In the last three years, the Panama City Beach Police Department has investigated 6,655 crashes. Of those, 5 have resulted in fatalities. The following data is supplied by the Department's in-house software, USA Software Inc., along with the Florida Integrated Report Exchange System (FIRES).

The following is a summary of the Panama City Beach Police Department from 10/01/2012 to 09/30/2015:

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Citations</th>
<th>DUI Arrests</th>
<th>Crashes</th>
<th>Speeding Citations</th>
<th>Seatbelt Citations</th>
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</thead>
<tbody>
<tr>
<td>2013-2014</td>
<td>4,414</td>
<td>123</td>
<td>2,484</td>
<td>668</td>
<td>235</td>
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<tr>
<td>2014-2015</td>
<td>4,592</td>
<td>136</td>
<td>1,985</td>
<td>502</td>
<td>514</td>
</tr>
<tr>
<td>2015-date (09/14)</td>
<td>5,102</td>
<td>160</td>
<td>1,994</td>
<td>1,568</td>
<td>240</td>
</tr>
</tbody>
</table>

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

Over the past three years, the City of Panama City Beach has experienced an increase in tourism of about 2 million visitors annually; and current estimates put our "transient" population somewhere in the area of 14 million annually. Due to a joint effort between the Police Departments and Florida Department of Transportation (FDOT) funding, we have had beneficial results as follows: Total traffic collisions in the 2013 fiscal year was 2,186, and in fiscal year 2014 that number rose to 2,484, which was a 13% increase from the prior year. In the following fiscal year 2015, the number of crashes was 1,985, which is a decrease of 20% and it only increased 0.4% from 2015 to present, with 1,994. The total number of traffic citations in the fiscal year 2013 was 5,625 and decreased in fiscal year 2014 to 4,414 which is a 21% decrease. During the fiscal year 2015, the total number of citations increased to 4,592 which is a 4% increase, and rose to 5,102 from 2015 to date, which is an 11% increase. This is a reflection of increased saturation patrols, contacts, and education efforts. In the fiscal year 2013, there was a total of 161 Driving Under the Influence (DUI) arrests, and in fiscal year 2014, there were 123 DUI arrests. This was a 23% decrease from the previous year. During the fiscal year 2015, there were 136 DUI arrests, which is a 10% increase from the prior year. From 2015 to present, that number rose 18% to 160. This can be attributed to increased saturation patrols, which is having a positive impact on traffic crashes fatalities (which there was only 1 during fiscal year 2016) through our combined efforts with the FDOT. The increase in citations, DUI's, and seatbelt tickets are due to the effectiveness of the saturation patrol and education measures.

All of the increases in traffic enforcement were greatly in part due to a very successful FDOT Subgrant for Comprehensive Traffic Enforcement And Education Program (CTEP) that was in effect from 10/2011-9/2012 and a DUI Enforcement grant from 10/2012-9/2013, and a continuing CTEP grant for overtime and saturation patrols through 2016. All of these programs have been extremely successful and we would like to continue our efforts. Between fiscal years 2014-2016 to date, the Panama City Beach Police Department has conducted 16,803 traffic stops, issued 14,108 citations and made 419 DUI arrests.

As the number of traffic collisions and DUI arrests have decreased, and seatbelt citations have decreased, the economic loss for the City of Panama City Beach has increased; additional resources will be needed to continue effective enforcement efforts. Due to such a massive increase in tourist population over the past few years and the demands placed on patrol officers for calls for service, obtaining necessary resources will be the key to successfully reducing the number of traffic crashes in the City of Panama City Beach.
State clearly and in detail the aims of the project, precisely what will be done, who will be involved, and what is expected to result. Use the following major headings:

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

Proposed Solution:

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

The Panama City Beach Police Department will review crash data on a monthly basis in order to determine high-frequency crash and fatality locations throughout our jurisdiction. The department will then develop schedules for Police Department personnel to conduct strategic "Zero Tolerance" enforcement operations at those locations. The Project Director will be responsible for ensuring that the data is reviewed each month, in order to make any possible changes. Our Agency will commit to locating and targeting high-frequency locations for this Program. In addition, the Project Director will be responsible for distributing this information to all sworn personnel within the uniform patrol division, with the expectation that personnel assigned to the areas will increase law enforcement presence in those locations.

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

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

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

Sustainability:

The overtime monies awarded for saturation patrols will be of great benefit to our Department and the community.
State clearly and in detail the aims of the project, precisely what will be done, who will be involved, and what is expected to result. Use the following major headings:

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

Project Objectives:

The proposed Speeding Enforcement and Aggressive Program:

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

Evaluation:

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

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

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

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

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

The reoccurring question that will be asked and answered throughout all phases of the program will be, “Does the request establish a Traffic Safety Program that will satisfy a specific traffic need identified by the data and the State Safety Office?” The goal-oriented answers will be measurable and realistic.
### Part III: PROJECT DETAIL BUDGET

**Project Title:** CTEP: Comprehensive Traffic Enforcement Program  
**Project Number:** PT-17-12-05  
**FDOT Contract Number:** G0F88

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

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Part III: PROJECT DETAIL BUDGET

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<tr>
<th>BUDGET CATEGORY</th>
<th>NARRATIVE</th>
<th>TOTAL COST</th>
<th>FEDERAL FUNDS</th>
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<tbody>
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<td>E. Indirect Cost</td>
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<td><strong>Total Cost of Project</strong></td>
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PART IV: PERFORMANCE REPORT

<table>
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<th>Project Title: CTEP: Comprehensive Traffic Enforcement Program</th>
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<tr>
<td>Project Number: PT-17-12-05</td>
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<tr>
<td>FDOT Contract Number: G0F88</td>
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Minimum Performance Standards
The following are the minimum performance standards required in this subgrant agreement. A performance report of these standards will be included with each request for reimbursement.

1. Utilize Group Enforcement Operations to target specific locations to reduce the number of Traffic Violations/Crashes within the City
2. Ensure timely submission of required performance and activity reports in accordance with the terms of the Sub-Grant agreement
3. Targeted HVE enforcement implemented by the Traffic Unit at specific locations experiencing a high number of Serious Injury or Fatal crashes throughout the City
4. Submit Requests for Financial Reimbursement

NHTSA Required Activity Reporting
The following statistics are required reporting for any traffic safety enforcement grant. (enforcement grants only)
   This Information must be provided in the final narrative report.

1. Number of seat belt citations issued during subgrant-funded enforcement activities.
2. Number of impaired driving arrests made during subgrant-funded enforcement activities.
3. Number of speeding citations issued during subgrant-funded enforcement activities.
Part V: Acceptance and Agreement

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

1. Reports. A performance report (FDOT Form No. 500-065-19) shall be provided with each request for financial reimbursement, providing the status of the subgrant minimum performance standards, as described Part IV of this subgrant agreement. A Final Narrative Report (FDOT Form No. 500-065-20), giving a chronological history of the subgrant activities, problems encountered, major accomplishments, and NHTSA Required Activity Reporting shall be submitted by October 31. Requests for reimbursement will not be processed and will be returned to the Subrecipient or Implementing Agency as unpaid if the required reports are not provided, following notification.

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

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

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

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

4. Approval of Consultant and Contractual Service Agreements. Prior to the execution of any contractual service agreements and prior to the actual employment of the consultant or the contractor by the Subrecipient or Implementing Agency, ALL consultant and contractual services agreements must be submitted to the FDOT Safety Office in draft form for review and approval. Approval of the subgrant does not constitute approval of a consultant or contractual service agreement.

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

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

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

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

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

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

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

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

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

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

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

8. Reimbursement Obligation. The State of Florida's performance and obligation to reimburse the Subrecipient shall be subject to the availability of Federal highway safety funds and an annual appropriation by the Legislature. As detailed in 49 CFR, Part 29, Governmentwide Debarment and Suspension (Nonprocurement) and Governmentwide Requirements for Drug-Free Workplace (Grants), herein incorporated by reference, the Subrecipient shall not be reimbursed for the cost of goods or services received from contractors, consultants, vendors, or individuals suspended, debarred, or otherwise excluded from doing business with the Federal government. The Subrecipient or its Implementing Agency shall submit the required certification by consultants with awards in excess of the small purchase threshold fixed at 10 U.S.C. 2304(g) and 41U.S.C. 253(g) (currently $25,000).

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

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

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

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

12. Access to Public Records and Monitoring. The Department, National Highway Traffic Safety Administration (NHTSA), Federal Highway Administration (FHWA), Chief Financial Officer (CFO), and Auditor General (AG) of the State of Florida, or any of their duly authorized representatives, shall have access for the purpose of audit and examination of books, documents, papers, and records of the Subrecipient and its Implementing Agency, and to relevant books and records of the Subrecipient, its Implementing Agency, and its consultants and contractors under this agreement, as provided under Applicable Federal Law.

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

The Subrecipient and Implementing Agency agree to comply with all provisions provided in Chapter 119 Florida Statutes. If the Subrecipient receives a public records request concerning its work undertaken pursuant to a Department contract, the Subrecipient must take appropriate action as required by Chapter 119, Florida Statutes. If the Subrecipient is unable to ascertain how best to comply with its obligations, it should seek the advice of counsel and/or FDOT State Safety Office.

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

Records of costs incurred under the terms of this subgrant shall be maintained and made available upon request to the Department at all times during the period of this subgrant and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Other Party’s general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
13. Audit. The administration of resources awarded through the Department to the Subrecipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The Subrecipient shall comply with all audit and audit reporting requirements as specified below.

(a) In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Subrecipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

(b) The Subrecipient, a non-Federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a Subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:

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

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

3. In the event the Subrecipient expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in Federal awards, the Subrecipient is exempt from Federal audit requirements for that fiscal year. However, the Subrecipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Subrecipient’s audit period for each applicable audit year. In the event the Subrecipient expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for
fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F — Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the Subrecipient's resources obtained from other than Federal entities).

(4) The Subrecipient must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F — Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F — Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F — Audit Requirements, for fiscal years beginning on or after December 26, 2014.

(5) Within six months of acceptance of the audit report by the FAC, the Department will review the Subrecipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through this Agreement. If the Subrecipient fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F — Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

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

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

(7) The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

(c) The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Subrecipient shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida.
14. **Cooperation with Inspector General.** The sub recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(6), Florida Statutes.

15. **Retention of Records.** The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, the state CFO, or Auditor General access to such records upon request. The Subrecipient shall ensure that the independent audit working papers are made available to the Department, or its designee, the state CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

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

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

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

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

**ALL requests for reimbursement shall include FDOT Form 500-065-019 Performance Report for the period of reimbursement.**

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

All requests for reimbursement shall be signed by an Authorized Representative of the Subrecipient or the Administrator of the Implementing Agency, or their delegate.

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

Subrecipients providing goods and services to the Department should be aware of the following time frames. The FDOT State Safety Office has a 30-day review process to approve goods and services that starts on the date of receipt of financial reimbursement request. After that review and approval, the Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. Financial reimbursement requests may be returned if not completed properly. If a payment is not available within 40 days from the FDOT State Safety Office approval, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the financial reimbursement request amount, to the Subrecipient. Interest penalties of less than one (1) dollar will not be enforced unless the Subrecipient requests payment. Financial reimbursement requests that have to be returned to a Subrecipient because of Subrecipient preparation errors will result in a delay in the payment. The financial reimbursement request payment requirements do not start until a properly completed financial reimbursement request is provided to the Department.
Reimbursement shall be made only after receipt and approval of goods and services. If the Department determines that the performance of the Subrecipient is unsatisfactory, the Department shall notify the Subrecipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Subrecipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Subrecipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Subrecipient shall be assessed a non-performance retainage equivalent to 10% of the total financial reimbursement request. The retainage shall be applied to the financial reimbursement request for the then current billing period. The retainage shall be withheld until the Subrecipient resolves the deficiency. If the deficiency is subsequently resolved, the Subrecipient may bill the Department for the retained amount during the next billing period. If the Subrecipient is unable to resolve the deficiency, the funds retained will be forfeited at the end of the Agreement's term.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Subrecipients who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5238.

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

18. Property Accountability. The Subrecipient or its implementing agency shall establish and administer a system to control, protect, preserve, use, and maintain and dispose of any property furnished by the Department, or purchased pursuant to this agreement in accordance with Federal Property Management Standards as set forth in 49 CFR, Section 18.32, 49 CFR 19, Section 19.34, or OMB Circular A-110, herein incorporated by reference. This obligation continues as long as the property is retained by the Subrecipient or its implementing agency, notwithstanding the ending of this agreement.

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

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

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

The Subrecipient and its implementing agency shall proceed diligently with the performance of the agreement and in accordance with Department's decision(s).

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

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

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

(b) Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with small technical groups or lectures to employees or students. Lectures that describe plans but discuss neither data nor results may be given to other groups without advance approval.
(c) Each publication or other printed report covered by Paragraph 21(a) above shall include the following statement on the cover page:

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

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

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

23. Responsibility for Claims and Liability. Subject to the limitations of Section 768.28, Florida Statutes, the Subrecipient and its implementing agency shall be required to defend, hold harmless and indemnify the Department, NHTSA, FHWA, and USDOT, from all claims and liability, or both, due to negligence, recklessness, or intentional wrongful misconduct of Subrecipient, implementing agency, and its contractor, consultant, agents and employees. The Subrecipient and its implementing agency shall be liable for any loss of, or damage to, any material purchased or developed under this subgrant agreement which is caused by the Subrecipient's or its implementing agency's failure to exercise such care in regard to said material as a reasonable careful owner of similar materials would exercise. The parties executing this agreement specifically agree that no provision in this agreement is intended to create in the public or any member thereof, a third party beneficiary, or to authorize anyone not a party to this agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this agreement.


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

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

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

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

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

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

27. Federal Requirement for Public Service Announcements, Marketing, and Advertisements. All public service announcements produced with Federal Highway Safety funds shall be closed captioned for the hearing impaired.

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

Media plans should include the following:

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

The FDOT State Safety Office shall provide written approval for reimbursement if the paid media is appropriate for purchase under this agreement. Proof of performance (e.g., copies and/or images of posters, air schedules, etc.) of all paid media purchased with highway safety funds shall be attached to reimbursement requests.

All subgrant funded public service announcements, marketing, and advertisements shall be tagged “Funding provided by the Florida Department of Transportation, or Funded by FDOT”. The name of the Subrecipient or implementing agency and its logo can appear on the paid media but the names of individuals connected with the Subrecipient shall not appear when paid for with Federal highway safety funds.

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

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

Before printing or ordering any public information and education items, a final draft or drawing of the items shall be submitted to the FDOT State Safety Office for review and approval. The FDOT State Safety Office shall provide written approval for reimbursement if the items are appropriate for purchase under this agreement. Copies and/or images of all public information and education items purchased with highway safety funds shall be attached to the forms requesting reimbursement for the items.
Printed materials (tip cards, brochures, safety pledges, surveys, activity books, booklets, guides, etc.) can be freely distributed, however tangible items (helmets, DVDs, CD-ROMs, flash or thumb drives, reflective tape, reflective bands, etc.) require the person receiving the item to interact with the subrecipient in some manner related to the goal of the project in order to receive the item. Interaction includes attending a presentation, signing a pledge sheet, filling out a survey form, answering a traffic safety question, etc. The results of this interaction must be reported in the performance report.

Where feasible, either the Florida Department of Transportation logo or the words "Funding provided by the Florida Department of Transportation, or Funded by FDOT." shall appear on or in all items. The name of the Subrecipient or implementing agency and its logo can appear on any of the public information and education items. The names of individuals connected with the Subrecipient shall not appear on any printed materials, and advertisements paid for with highway safety funds.

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

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

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

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

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

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

Personnel funded under the subgrant shall not hold the position of Project Director nor receive any benefit under the grant.

The FDOT State Safety Office must pre-approve the advertisement, hire/replacement, and salary for any full time subgrant funded positions (excluding law enforcement positions).
The FDOT State Safety Office reserves the right to require activity reports to demonstrate that personnel hired under the agreement or equipment purchased with subgrant funds meet the requirements as specified by the subgrant.

33. Overtime. Overtime hours are intended for enhanced/increased traffic safety enforcement. The overtime pay rate for officers is based on actual cost per employee in accordance with the Subrecipient's payroll policy. Each Subrecipient shall comply with its own policy and Fair Labor Standards Act (FLSA) requirements and thresholds for overtime accrual and payment. Additional enforcement may be called overtime, off duty, extra, additional, etc., as long as it enhances/increases traffic safety enforcement. A copy of the policy shall be maintained by the Subrecipient and/or implementing agency and made available for review if requested.

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

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

36. Ineligibility for Future Funding. The Subrecipient and its implementing agency agree that the Department shall find the Subrecipient or its implementing agency ineligible for future funding for any of the following reasons:

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

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

38. Occupant Protection. All law enforcement agencies receiving subgrant funds for occupant protection education or enforcement shall have a standard operating procedure regarding enforcement of safety belt and child safety seat violations. A copy of the procedure shall be maintained by the Subrecipient and/or implementing agency and made available for review if requested.

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

40. Vehicles. Any agency receiving subgrant funds to purchase a vehicle (excluding law enforcement vehicles) shall maintain a travel log that contains the beginning and ending mileage, location, and purpose of travel. All agencies must report any vehicle use (excluding law enforcement vehicles) and maintenance with each request for reimbursement using the Safety Grant Vehicle Use Form (FDOT Form No. 500-065-21) and the Safety Grant Equipment Maintenance Form (FDOT Form No. 500-065-22).
Vehicles purchased with federal highway safety funds shall be used for program use only and in accordance with Chapter 60B-1.004 Florida Statutes. Subrecipients who are responsible for the operation and use vehicles for official state business are allowed to permit persons other than state officials or employees to travel in the vehicle provided those persons are conducting official state business or only on special occasions if the purpose of the travel can be more usefully served by including such persons and no additional expense is involved.

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

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

41. Child Safety Seats. Any implementing agency that receives funds to purchase child safety seats must have at least one staff member who is a current Certified Child Passenger Safety Technician. Failure to comply with this provision shall result in the termination of this agreement.

42. Buy America Act. The Subrecipient and its implementing agency agree to comply and require consultants and contractors to comply with all applicable standards, orders, and regulations issued pursuant to the Buy America Act (23 U.S.C. 313 et seq) herein incorporated by reference. The Subrecipient shall include the following Buy America provisions in all subcontract awards:

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

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

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

43. E-Verify. Subrecipients:

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

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

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

45. Indirect Costs. If a Subrecipient has a federally negotiated indirect cost rate, it may be applied to the subgrant. If a Subrecipient does not have a federally negotiated indirect cost rate, a rate up to the de minimis indirect cost rate of 10% of modified total direct costs may be applied. A Subrecipient may opt to request a lower or no indirect costs rate, even if it has a federally negotiated indirect cost rate. The FDOT State Safety Office will not coerce or negotiate with a Subrecipient.
to reduce its indirect costs rate for this subgrant, per federal regulation. Subgrants with indirect costs will be awarded based on cost benefit and available funding.

46. Impaired Driving Enforcement, Training and Reporting. Any law enforcement officer who takes enforcement action and receives compensation under an impaired driving subgrant must have successfully completed at least one of the following within the last five years:

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

The FDOT State Safety Office reserves the right to request a copy of any subgrant funded checkpoint After Action Report.

All law enforcement agencies that receive impaired driving subgrant funding should participate in all NHTSA impaired driving mobilizations for the following holidays and events: New Year's Day, NFL Super Bowl, St. Patrick's Day, Cinco de Mayo, Independence Day, Labor Day, and Halloween.

All law enforcement agencies shall conduct High Visibility Enforcement of impaired drivers while conducting enforcement under the subgrant.

High Visibility Enforcement is:

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

A strong emphasis of enforcement operations shall be during the hours of 6:00pm to 6:00am. Agencies should ensure that enforcement saturation/wolfpack/roving patrols are conducted in periods of no fewer than 3 consecutive hours.

Use of subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court or Administrative Hearings, and enforcement from aircraft.

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

(a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21
(b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects)
(d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27
(e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age)
(f) The Civil Rights Restoration Act of 1987, (Pub. L. 100–209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, Subrecipient’s and contractors, whether such programs or activities are Federally-funded or not)

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

(h) Executive Order 12898, Federal Actions To Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and

(i) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087–74100).

During the performance of this subgrant, the Subrecipient agrees:

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

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

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

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

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

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

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

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

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

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

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

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

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

Federal resources awarded pursuant to this subgrant are as follows:

CFDA No. and Title:
- 20.600 - State and Community Highway Traffic Safety Program (NHTSA 402 Funds)
- 20.816 - National Priority Safety Program (NHTSA 405 Funds)

*Federal Funds Awarded: $700,000

Awarding Agency: Florida Department of Transportation
Indirect Cost Rate: NA
**Award is for R&D: No

*Federal Funds Awarded may change with supplemental agreements
**Research and Development as defined at §200.87, 2 CFR Part 200

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

(a) 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards
www.ecfr.gov

(b) OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations
www.whitehouse.gov/omb/circulars

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

(a) OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Governments
www.whitehouse.gov/omb/circulars

(b) OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments
www.whitehouse.gov/omb/circulars

(c) Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
www.fsrs.gov
Project Title: PGBPDD Comprehensive Traffic Enforcement Program
Project Number: PT-17-12-06
FDOT Contract Number: 506-01

IN WITNESS WHEREOF, the parties affirm that they have each read and agree to the conditions set forth in Part V of this Agreement, that each have read and understand the Agreement in its entirety. Now, therefore, in consideration of the mutual covenants, promises and representations herein have executed this Agreement by their undersigned officials on the day, month, and year set out below.

<table>
<thead>
<tr>
<th>STATE OF FLORIDA</th>
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<tr>
<td>DEPARTMENT OF TRANSPORTATION</td>
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<tr>
<td>By: Chris Craig</td>
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<tr>
<td>Authorized FDOT State Safety Office Representative</td>
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<tr>
<td>Date: 10/25/16</td>
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<tr>
<td>Reviewed for the Florida Department of Transportation:</td>
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<tr>
<td>By:</td>
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<tr>
<td>Authorized FDOT Attorney</td>
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<td>Date: 10/24/16</td>
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<tr>
<th>SUBRECIPIENT</th>
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<tr>
<td>City of Panama City Beach</td>
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<tr>
<td>By:</td>
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<tr>
<td>Signature of Authorized Representative</td>
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<tr>
<td>Name: Mario Gisbert</td>
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<td>Authorized Representative's Name Printed</td>
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<tr>
<td>Title: City Manager</td>
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<tr>
<td>Authorized Representative's Title Printed</td>
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<td>Date: 9/21/2016</td>
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<tr>
<th>IMPLEMENTING AGENCY</th>
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<tbody>
<tr>
<td>By:</td>
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<tr>
<td>Signature of Implementing Agency Administrator</td>
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<tr>
<td>Name: Drew R. Whitman</td>
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<tr>
<td>Agency Administrator's Name Printed</td>
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<tr>
<td>Title: Chief of Police</td>
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<td>Agency Administrator's Title Printed</td>
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NOTE: These signatures are the only recognized authorized representatives for this agreement, unless delegation is granted in writing.
REGULAR AGENDA

ITEM 5*
CITY OF PANAMA CITY BEACH
AGENDA ITEM SUMMARY

1. **DEPARTMENT MAKING REQUEST/NAME:**
   - Utilities Department - Al Shortt, Utilities Director

2. **MEETING DATE:**
   - November 10, 2016

3. **REQUESTED MOTION/ACTION:**
   - Approve a budget amendment and post-design engineering services for Dewberry Engineers, Inc related to water and sewer utility installation as part of the Front Beach Road CRA Segment 2 project.

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<thead>
<tr>
<th>4. AGENDA</th>
<th>5. IS THIS ITEM BUDGETED (IF APPLICABLE)?</th>
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<tr>
<td>PRESENTATION</td>
<td>Yes ☑ No ☐ N/A</td>
</tr>
<tr>
<td>PUBLIC HEARING</td>
<td>N/A</td>
</tr>
<tr>
<td>CONSENT</td>
<td>Yes ☑ No ☐ N/A</td>
</tr>
<tr>
<td>REGULAR</td>
<td>Yes ☑ No ☐ N/A</td>
</tr>
</tbody>
</table>

| 6. BACKGROUND: **WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHieved** |
| Construction of the Front Beach Road CRA Segment 2 project has begun construction. The design for all water/sewer utilities work within the project was performed by Dewberry Engineers, Inc. (formerly Preble-Rish). As the engineer of record, they will need to review all utility product submittals from the contractor, respond to and address construction conflicts, and provide limited inspection services in order to be able to certify the final water/sewer installation meets FDEP requirements. City staff will provide the majority of routine utility field inspections.

Dewberry Engineers has provided staff with the attached fee proposal in the amount of $47,255 to perform the necessary services. Staff has reviewed the proposal and finds the fee to be in line with the scope of work.

Also attached is a copy of a proposed budget amendment transferring funds from contingency to cover the expenses.

**WHY** - To allow the City Manager to amend the existing engineering task order with Dewberry Engineers, Inc. (Preble-Rish) to provide post-design services for the water/sewer utilities within the Front Beach Road CRA Segment 2 construction project.

**WHAT** - Provide services necessary for the engineer of record to verify utility work meets the requirements of the approved and permitted construction plans.
RESOLUTION 17-27

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING A TASK ORDER BETWEEN THE CITY AND DEWBERRY ENGINEERS, INC. IN THE BASIC AMOUNT OF $47,255 FOR POST DESIGN SERVICES RELATED TO FRONT BEACH ROAD SEGMENT 2 UTILITY RELOCATION; AUTHORIZING A BUDGET AMENDMENT TO FUND THIS TASK ORDER; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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

1. The appropriate officers of the City are authorized but not required to deliver and execute on behalf of the City that certain Task Order Amendment # 03-2016 to the Panama City Beach – Front Beach Road CRA Segment 2 Utility Relocation Project # 91211119 between the City and Dewberry Engineers, Inc., relating to post design services, in the basic amount of Forty Seven Thousand Two Hundred Fifty Five Dollars ($47,255), on substantially the terms and conditions set forth in the Amendment attached hereto as Exhibit A 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.

2. The following budget amendment (# 7) is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2016, and ending September 30, 2017, as shown in and in accordance with the attached and incorporated Exhibit B, to reflect the receipt and expenditure for the purposes stated herein.

3. This Resolution shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this 10th day of November, 2016.

CITY OF PANAMA CITY BEACH

By: _________________________________
     Mike Thomas, Mayor

ATTEST:

Diane Fowler, City Clerk
November 2, 2016

Via Email at ashortt@pbgov.com

Attn: Al Shortt, PE, Utilities Director
City of Panama City Beach
110 South Arnold Road
Panama City Beach, Florida 32413

RE: Panama City Beach – Front Beach Road CRA Segment 2 Utility Relocation – Post Design Services
Dewberry | Preble-Rish Project No. 91211119

Dear Mr. Shortt:

Dewberry | Preble-Rish is pleased to provide this proposal for post design services.

Due to the complexity associated with the design and construction logistics of the Front Beach Road CRA Utility Relocation project, Dewberry | Preble-Rish proposes to provide post design services for the duration of construction. Dewberry | Preble-Rish will provide shop drawing reviews, response to requests for information/field utility conflicts, periodic inspections and attend status update meetings as needed. Therefore, a fee of $47,255.00 is requested to cover the services referenced above.

If you have any questions, please give me a call at 850.571.1204. We look forward to working with you on this important project and thank you for the opportunity to be of service to the City.

Sincerely,

Dewberry | Preble-Rish

Clifford D. Wilson III, PE
Vice-President

Attachments: Attachment A (Task Order – Scope of Services)
Attachment B (Schedule of Hours)

cc
Mr. Jon Sklarski PE, Senior Associate, Dewberry | Preble-Rish (via email jsklarski@dewberry.com)
Mrs. Missy Ramsey, CPA, Controller, Dewberry | Preble-Rish (via email mramsey@dewberry.com)

K 1211 119 Front Bch Rd CRA Lt Rel oc/Proposal Post Design Serv ces Shortt 11 02 16 docx

Exhibit A

AGENDA ITEM #
This task order amendment is for the purpose of Dewberry | Preble-Rish as the ENGINEER to provide post design services for the Front Beach Road CRA Segment 2 Utility Relocation to the City of Panama City Beach (City) acting by and through its Council.

DESCRIPTION OF ENGINEER'S SERVICES

SCOPE OF SERVICES

A. Post Design Services

Dewberry | Preble-Rish will provide periodic inspections throughout the duration of construction as needed, complete shop drawing reviews in accordance with the design plans on behalf of the city and attend regular progress meetings (monthly).

B. Deliverables

Dewberry | Preble-Rish will provide the following deliverables to the City:
1. Attend progress meetings (Anticipate Monthly).
2. Provide shop drawing reviews within 5 business days of receipt back to City and GAC.
3. Periodic Inspections with weekly inspections logs.
4. Review and Respond to requests for information and field utility conflicts.

H. Professional Services Fees

1. Post Design Services (Periodic Inspections, Shop Drawing Reviews & progress meetings)

Lump Sum Total $47,255.00
IN WITNESS WHEREOF, the parties hereto have caused this Task Order to be executed by their undersigned officials as duly authorized.

PREBLE-RISH, INC.  
203 Aberdeen Parkway  
Panama City, Florida 32405  
By:  
Name and Title: Clifford D. Wilson III, P.E.  
Vice President  
Witnessed:  
Date: 11/2/2016

CITY OF PANAMA CITY BEACH, FLORIDA  
110 South Arnold Road  
Panama City Beach, Florida 32413  
By:  
Name and Title: Mr. Mario Gisbert  
City Manager  
Witnessed:  
Date:  

K:\211.119 Front Bch Rd CRA Ut Reloc\Proposal\Shortt 10 31 16 Post Design Services Attachment A.doc
Attachment B

CITY OF PANAMA CITY BEACH
Front Beach Road CRA Segment 2 Utility Relocation
Dewberry | Prable-Rish PROJECT NO. 91211119

Schedule of Hours

<table>
<thead>
<tr>
<th>Position</th>
<th>Senior Engineer Cliff Wilson, PE</th>
<th>Project Manager Eric Pitts**</th>
<th>Inspector John Whittington, EI*</th>
<th>Admin</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hourly Rate</td>
<td>$185.00</td>
<td>$115.00</td>
<td>$80.00</td>
<td>$65.00</td>
</tr>
<tr>
<td>Hours Worked</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monthly Progress Meetings</td>
<td>24</td>
<td>36</td>
<td>48</td>
<td>NA</td>
</tr>
<tr>
<td>Shop Drawing Reviews</td>
<td>3</td>
<td>12</td>
<td>16</td>
<td>4</td>
</tr>
<tr>
<td>Periodic Inspections</td>
<td>4</td>
<td>48</td>
<td>216</td>
<td>10</td>
</tr>
<tr>
<td>Review/Respond to RFI's &amp; Field Utility Conflicts</td>
<td>8</td>
<td>15</td>
<td>40</td>
<td>10</td>
</tr>
<tr>
<td>Total</td>
<td>$7,215.00</td>
<td>$12,880.00</td>
<td>$25,600.00</td>
<td>$1,560.00</td>
</tr>
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</table>

* Estimate 8 hrs Per Week of Periodic Inspections (7 Months).

** Estimate 2 hrs Per Week For Project Coordination (7 Months).
### CITY OF PANAMA CITY BEACH
### BUDGET TRANSFER FORM BF-10

<table>
<thead>
<tr>
<th>FUND ACCOUNT NUMBER</th>
<th>ACCOUNT DESCRIPTION</th>
<th>APPROVED BUDGET</th>
<th>BUDGET ADJUSTMENT</th>
<th>NEW BUDGET BALANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>TO 401-3300-533.65-62</td>
<td>Construction In Progress CRA Wtr/Swr Relocations</td>
<td>1,000,000.00</td>
<td>23,750.00</td>
<td>1,023,750.00</td>
</tr>
<tr>
<td>TO 401-3500-535.65-62</td>
<td>Construction In Progress CRA Wtr/Swr Relocations</td>
<td>1,100,000.00</td>
<td>23,750.00</td>
<td>1,123,750.00</td>
</tr>
<tr>
<td>FROM 401-8100-999.96-00</td>
<td>Reserves Available for Expenditures</td>
<td>40,248,693.00</td>
<td>(47,500.00)</td>
<td>40,201,193.00</td>
</tr>
</tbody>
</table>

Check Adjustment Totals: 42,348,693.00 0.00 42,348,693.00

**BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:**
To appropriate additional funds from reserves for post design services for the CRA utility relocation portion of the CRA Segment 2 project.

**ROUTING FOR APPROVAL**

__________________________ DEPARTMENT HEAD _____________ DATE

__________________________ CITY MANAGER _____________ DATE

__________________________ FINANCE DIRECTOR _____________ DATE

**AGENDA ITEM #5**
REGULAR AGENDA
ITEM 6
The purpose of the Ordinance is to codify the pending ordinance doctrine. The pending ordinance doctrine is a body of Florida caselaw that gives local governments the administrative authority to delay a permit application while an ordinance is pending that would render the permit activity/use to be permitted illegal or nonconforming.

If approved on first reading, staff will publish notice of a public hearing on December 8, 2016, and bring back to Council for second reading and adoption at that time. The Planning Board will consider this Ordinance at their meeting on November 14.
ORDINANCE 1396

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S CODE OF ORDINANCES AND LAND DEVELOPMENT CODE; PROVIDING THAT PERMITS SHALL NOT BE ISSUED WHEN AN AMENDMENT TO ONE OF THOSE CODES IS PENDING BEFORE THE CITY COUNCIL WHICH WOULD MAKE ILLEGAL OR NONCONFORMING THE USE OR ACTIVITY TO BE AUTHORIZED BY THE PERMIT; REPEALING ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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

SECTION 1. From and after the effective date of this ordinance Section 1-14 of the Code of Ordinances of the City of Panama City Beach, related to General Provisions is created to read as follows:


No permit shall be issued where an amendment to this Code is pending before the City Council, which amendment, if adopted, would make illegal the use authorized by the permit.

SECTION 2. From and after the effective date of this ordinance, Section 10.01.02 of the Land Development Code of the City of Panama City Beach related to Local Development Orders and Building Permits Required, is amended to read as follows (new text bold and underlined, deleted text struckthrough):

A. A Local Development Order shall be issued to indicate approval of any Site Plan, Subdivision Plat, Variance, Rezoning, or expansion, enlargement or modification of Non-Conforming Development or Use.

B. Except as provided in section 10.01.03 or 10.01.05, valid and current Local Development Order shall be required prior to the issuance of any Building Permit to authorize Development or a Change of Use.

C. No Development or Change of Use shall be made or continued without a lawful Building Permit.
D. No development permit shall be issued where an amendment to this Code is pending
before the City Council or Planning Board, which amendment, if adopted, would make
nonconforming the development authorized by the development order or permit.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are
repealed to the extent of such conflict.

SECTION 4. The appropriate officers and agents of the City are authorized and
directed to codify, include and publish in electronic format the provisions of this
Ordinance within the Panama City Beach Land Development Code, and unless a
contrary ordinance is adopted within ninety (90) days following such publication, the
codification of this Ordinance shall become the final and official record of the matters
herein ordained. Section numbers may be assigned and changed whenever necessary
or convenient.

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

PASSED, APPROVED AND ADOPTED at the regular meeting of the City
Council of the City of Panama City Beach, Florida, this ___ day of ____________
20__.

____________________________
MAYOR

ATTEST:

____________________________
CITY CLERK

EXAMINED AND APPROVED by me this ____ day of _____________
20__.
REGULAR AGENDA
ITEM 7
1. **DEPARTMENT MAKING REQUEST/NAME:**
   Building and Planning Department/Mel Leonard

2. **MEETING DATE:**
   11/10/2016

3. **REQUESTED MOTION/ACTION:**
   It is requested that the City Council consider the annual update to the Capital Improvements Schedule of the Comprehensive Plan and approve with any needed changes.

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

5. **IS THIS ITEM BUDGETED (IF APPLICABLE)?**
   - YES
   - NO
   - N/A

6. **BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)**
   Attached is the draft annual update to the City's Capital Improvements Schedule as required by the State. The Capital Improvements Schedule is required to show only those projects necessary to maintain the adopted levels of service established in the City's Comprehensive Plan. The Capital Improvements Schedule is no longer sent to the State Department of Economic Opportunity for review but is adopted by approval of a local ordinance.

   The Planning Board will consider the annual update at their November 14th meeting.
AN ORDINANCE AMENDING ORDINANCE 1143, KNOWN AS THE 2009 AMENDED AND RESTATE CITY OF PANAMA CITY BEACH COMPREHENSIVE GROWTH DEVELOPMENT PLAN; AMENDING THE CAPITAL IMPROVEMENT ELEMENT TO UPDATE THE SCHEDULE OF CAPITAL IMPROVEMENTS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AS PROVIDED BY LAW.

WHEREAS, the Panama City Beach Council adopted the 2009 Amended and Restated City of Panama City Beach Comprehensive Growth and Development Plan (the Comprehensive Plan) on December 10, 2009, by Ordinance No. 1143; and

WHEREAS, the City has prepared the annual update to the Capital Improvement schedule, and desires to amend the Capital Improvement Element of said Comprehensive Plan by ordinance in order to comply with the provisions of Section 163.3177(3)(b), Florida Statues; and

WHEREAS, the Panama City Beach Planning Board reviewed the amendment request, conducted a public hearing on November 14, 2016, and recommended approval; and

WHEREAS, on December 8, 2016, the City Council conducted a properly noticed hearing to consider the schedule of Capital Improvements, and adopted this Ordinance in the course of that hearing.

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

SECTION 1. The attached Capital Improvements Schedule for planning improvements within the years 2016 through 2021 is hereby adopted.

SEE ATTACHED COMPOSITE EXHIBIT A SETTING FORTH THE UPDATED CAPITAL IMPROVEMENTS SCHEDULE
SECTION 2. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

SECTION 3. This ordinance shall take effect as provided by law.

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

ATTEST:

Diane Fowler, City Clerk

______________________________________________
Mike Thomas, Mayor

PUBLISHED in the Panama City News Herald on the _____ day of _____________, 2016.

POSTED AT www.pcbgov.com on ____________________________

Diane Fowler, City Clerk

Ordinance No. 1397
Page 2 of 2
The following table summarizes the requirements of a financially feasible schedule of capital improvements:

<table>
<thead>
<tr>
<th>Evaluation Item</th>
<th>Authority</th>
<th>Included</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Is there a component that outlines principals for construction, extension, or increase in capacity of public facilities, as well as principals for correcting public facility deficiencies which are necessary to implement the Comprehensive Plan.</td>
<td>§ 163.3177(3)(a)(1)</td>
<td>Yes</td>
<td>The City is relying on the level of service standards established in each element of the Comprehensive Plan.</td>
</tr>
<tr>
<td>(2) Does the data include an estimate of public facility costs, including a delineation of when facilities will be needed, the general location of the facilities, and projected revenue sources to fund the facilities?</td>
<td>§ 163.3177(3)(a)(2)</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>(3) Are there standards to ensure the availability of public facilities and the adequacy of those facilities to meet established levels of service?</td>
<td>§163.3177(3)(a)(3), FS</td>
<td>Yes</td>
<td>The City is relying on the level of service standards established in each element of the Comprehensive Plan.</td>
</tr>
<tr>
<td>(4) Are projects included that are funded projects of federal, state, or local government including privately funded projects for which the local government has no fiscal responsibility?</td>
<td>§163.3177(3)(a)(4), FS</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Evaluation Item</td>
<td>Authority</td>
<td>Included</td>
<td>Notes</td>
</tr>
<tr>
<td>-----------------</td>
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</tr>
<tr>
<td>(5) Does the data contain projects necessary to ensure that any adopted LOSS is achieved and maintained for the 5-year period and is each identified as either funded or unfunded and given a level of priority for funding?</td>
<td>§163.3177(3)(a)(4), FS</td>
<td>Yes</td>
<td>All non-transportation projects have the funding streams to complete the projects. For CRA transportation projects, the highest priority projects show funding and associated tasks.</td>
</tr>
<tr>
<td>(6) Does the schedule include TPO projects and is the schedule coordinated with the TPO's Long-Range Transportation Plan?</td>
<td>§163.3177(3)(a)(5), FS</td>
<td>Yes</td>
<td></td>
</tr>
</tbody>
</table>
### CAPITAL IMPROVEMENTS SCHEDULE

**City of Panama City Beach FY 16/17**

<table>
<thead>
<tr>
<th>Traffic Circulation</th>
<th>Funding Source</th>
<th>Current Status</th>
<th>FY 16-17</th>
<th>FY 17-18</th>
<th>FY 18-19</th>
<th>FY 19-20</th>
<th>Beyond FY 19-20</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Clarence Av. Road Widening with sidewalks. Improve various street surfaces and shoulders</td>
<td>Gas Tax</td>
<td>on-going</td>
<td>$500,000</td>
<td>$500,000</td>
<td>$500,000</td>
<td>$500,000</td>
<td>$500,000</td>
</tr>
<tr>
<td>2. Alf Coleman Road - 4 lane widening - ped/bic. improvements - landscaping - streetscaping (needed to meet future demand)</td>
<td>FBR-CRA</td>
<td>$26,000,000 total cost</td>
<td>$7,400,000 spent to date</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. N. Thomas Drive - 4 lane widening - ped/bic. improvements - landscaping - streetscaping (needed to meet future demand)</td>
<td>FBR-CRA</td>
<td>$990,000 spent to date</td>
<td>$60,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Hill Road - 4 lane widening - ped/bic. improvements - landscaping - streetscaping (needed to meet future demand)</td>
<td>FBR-CRA</td>
<td>$160,900 spent to date</td>
<td></td>
<td></td>
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<tr>
<td>5. Powell Adams Road - 4 lane widening - ped/bic. improvements - landscaping - streetscaping (needed to meet future demand)</td>
<td>FBR-CRA Prop. Share</td>
<td>Seg. I Completed $3,000,000</td>
<td>$6,000,000 total cost for Seg. II</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Traffic Circulation</td>
<td>Funding Source</td>
<td>Current Status</td>
<td>FY 16-17</td>
<td>FY 17-18</td>
<td>FY 18-19</td>
<td>FY 19-20</td>
<td>Beyond FY 19-20</td>
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</tr>
<tr>
<td>6. S. Thomas Drive</td>
<td>FBR-CRA</td>
<td>Construction 56% completed in '13</td>
<td>$14,230,000 total cost</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- public transit system</td>
<td></td>
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<td>- ped/bic. improvements</td>
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<td>(needed to meet future demand)</td>
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<tr>
<td>7. Clara Avenue</td>
<td>FBR-CRA</td>
<td>$124,000 spent to date</td>
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<td>- 4 lane widening</td>
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<td>$22,000,000 total cost</td>
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<td>- ped/bic. improvements</td>
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<td>(needed to meet future demand)</td>
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</tr>
<tr>
<td>8. Front Beach Road Segment 1</td>
<td>FBR-CRA</td>
<td>Construction completed in '13</td>
<td>$11,130,000 total cost</td>
<td></td>
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<tr>
<td>(S. Thomas to N. Thomas Drive)</td>
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<td>- public transit system</td>
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<tr>
<td>- ped/bic. improvements</td>
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<td>(needed to meet future demand)</td>
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<td></td>
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</tr>
<tr>
<td>9. Front Beach Road Segment 2</td>
<td>FBR-CRA</td>
<td>Spent to date $6,300,000</td>
<td>Construction CEI and Utilities $8,700,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Jackson Blvd. to S. Thomas)</td>
<td></td>
<td></td>
<td></td>
<td>$8,700,000</td>
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<tr>
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<td>Current Status</td>
<td>FY 16-17</td>
<td>FY 17-18</td>
<td>FY 18-19</td>
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<td>-public transit system</td>
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<td>CE&amp;I and Post Design</td>
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<td>11. Front Beach Road Segment 4</td>
<td>FBR-CRA</td>
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<td>12. S. Arnold Road (SR 79)</td>
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<td>13. Cobb Road</td>
<td>FBR-CRA</td>
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<td>14. Nautilus Street</td>
<td>FBR-CRA</td>
<td>No activity to date</td>
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<tr>
<td>Traffic Circulation</td>
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<td>Current Status</td>
<td>FY 15-17</td>
<td>FY 16-17</td>
<td>FY 17-18</td>
<td>FY 18-19</td>
<td>FY 19-20</td>
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<tr>
<td>15. North Thomas Drive Parking Lot</td>
<td>FBR-CRA</td>
<td>$5,250,000 spent Parking lot stabilized</td>
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<td>16. Multimodal Center West</td>
<td>FBR-CRA</td>
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<td>17. Power Line Road (Parkway Bypass, Back Back Beach Rd.) -US 98 to SR 79, Loop Road -Loop Road to Colony Club</td>
<td>City</td>
<td>$7,200,000</td>
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<td>18. Hutchison Boulevard @ Clara</td>
<td>FDOT 5-Year Work Program</td>
<td>Traffic Signal</td>
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<td>19. PCB Parkway (Mandy Lane to Jackson Blvd)</td>
<td>Preliminary Design</td>
<td>$5,199</td>
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<td>20. ITS Improvements</td>
<td>$450,000</td>
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<tr>
<td>21. West Bay Parkway (SR 79 to NW FL Beaches INTL Airport) (needed to meet future demand)</td>
<td>Prelim. Engineering R-O-W Construction</td>
<td>$4,011,717</td>
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<td>22. West Bay Parkway from Walton County to SR 79 (needed to meet future demand)</td>
<td>PD&amp;E Study</td>
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<tr>
<td>23. Front Beach Road (E Lakeshore Dr. to Portside Dr.)</td>
<td>Construct Sidewalk</td>
<td>$220,013</td>
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<td>24. Front Beach Road (Portside Dr. to SR 79)</td>
<td>Construct Sidewalk</td>
<td>$8,120</td>
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<td>25. Intersection Improvements (PCB Parkway - SR 79)</td>
<td>Intersection Improvements</td>
<td>$9,467</td>
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<td>26. PCB Parkway (Mandy Lane to Thomas Dr. Intersection)</td>
<td>PD&amp;E Study for 6-laning</td>
<td>$1,796,302</td>
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<tr>
<td>Recreation &amp; Open Space</td>
<td>Funding Source</td>
<td>Current Status</td>
<td>FY 16-17</td>
<td>FY 17-18</td>
<td>FY 18-19</td>
<td>FY 19-20</td>
<td>Beyond FY 19-20</td>
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<tr>
<td>Multi Use Path/Trail</td>
<td>Acquiring easements &amp; Sun Trail Grant</td>
<td>$400,000</td>
<td>$390,000</td>
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<tr>
<td>From East Side of Trieste to Breakfast Point Subdivision</td>
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| Schools | | | |
|---------|----------------|---------------|----------|----------|----------|----------|-----------------|
| See Note #2 at end of report. | School Board |  |  |  |  |  |  |

| Potable Water, Wastewater, and Reuse | | | |
|---|----------------|---------------|----------|----------|----------|----------|-----------------|

| Potable Water | | | |
|---------------|----------------|---------------|----------|----------|----------|----------|-----------------|
| N. Pier Park Drive | Utility | $269,350 | $119,350 |  |  |  |  |
| Water Main |  | Balance to Finish |  |  |  |  |  |
| CRA Segment 2 | Utility | $1,000,000 | $900,000 | $100,000 |  |  |  |
| Water Main Relocation |  |  |  |  |  |  |  |
| CRA SR 79 Water Main Relocations & Reclaimed Main | Utility | $700,000 | $600,000 | $100,000 |  |  |  |
|  |  | total Cost |  |  |  |  |  |
| Bay Parkway to Nautilus Water Main | Utility | $575,000 | $475,000 |  |  |  |  |
|  |  | total Cost |  |  |  |  |  |

| Wastewater and Reuse | | | |
|----------------------|----------------|---------------|----------|----------|----------|----------|-----------------|

<p>| Alf Coleman Force Main Project | Utility | $500,000 | $100,000 | $400,000 |  |  |  |
|  |  | total cost |  |  |  |  |  |
| N. Pier Park Drive Force Main &amp; Reclaimed Main | Utility | $834,555 | $334,555 |  |  |  |  |
|  |  | balance to finish |  |  |  |  |  |
| CRA Segment 2 Sewer Main Relocation | Utility | $1,100,000 | $1,100,000 |  |  |  |  |
|  |  | total cost |  |  |  |  |  |
| CRA SR 79 Sewer Main Relocation &amp; Reclaimed Mains | Utility | $850,000 | $700,000 | $150,000 |  |  |  |
|  |  | total cost |  |  |  |  |  |
| Bay Parkway to Nautilus Force Main and Reclaimed Mains | Utility | $2,185,000 | $800,000 | $1,385,000 |  |  |  |
|  |  | total cost |  |  |  |  |  |
| Lift Station #4 Driftwood Replacement | Utility | $2,440,000 | $250,000 | $1,100,000 | $1,090,000 |  |  |
|  |  | Total Cost |  |  |  |  |  |
| Lift Station #9 Edgewater Replacement | Utility | $1,960,280 | $1,910,280 |  |  |  |  |
|  |  | Balance to Finish |  |  |  |  |  |
| Lift Station 8 Fairway, Shadow Bay Replacement | Utility | $579,055 | $479,055 |  |  |  |  |
|  |  | Balance to Finish |  |  |  |  |  |</p>
<table>
<thead>
<tr>
<th>Prop. Share Projects</th>
<th>Funding Source</th>
<th>Current Status</th>
<th>FY 16-17</th>
<th>FY 17-18</th>
<th>FY 18-19</th>
<th>FY 19-20</th>
<th>Beyond FY 19-20</th>
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<tbody>
<tr>
<td>US 98 Int. w/ Hill Rd. and US 98 Int. w/ Clara Avenue (needed to meet future demand)</td>
<td>Seahaven Prop. Share</td>
<td>$300,000 based on trip triggers</td>
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<td>US 98-Hill Rd. 6-laning (needed to meet future demand)</td>
<td>Seahaven Prop. Share</td>
<td>$1,350,000 (trip triggers)</td>
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<td>US 98-Clara Ave. 6-laning (needed to meet future demand)</td>
<td>Seahaven Prop. Share</td>
<td>$1,350,000 (trip triggers)</td>
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<tr>
<td>PD&amp;E for US 98 from SR 79 to Thomas Drive flyover (needed to meet future demand)</td>
<td>Seahaven Prop. Share</td>
<td>$2,000,000 (trip triggers)</td>
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<td>ITS for US 98 from Phillips Inlet to Thomas Dr. flyover (needed to meet future demand)</td>
<td>Seahaven Prop. Share</td>
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<td>Hill Rd. Improvements (needed to meet future demand)</td>
<td>Seahaven Prop. Share</td>
<td>$938,766 (trip triggers)</td>
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</table>
1. The City of Panama City Beach hereby adopts by reference the most current 5-year Schedule of Improvements as formally adopted by the FDOT, District 3 and the Bay County TPO.

2. The City of Panama City Beach hereby adopts by reference the Bay County School District’s 2016-2017 Work Plan.

3. The FBR-CRA is funded with tax increment payments from Bay County. The amount of tax increment expected for FY 16/17 is approximately $9,400,000.

4. The City of Panama City Beach will coordinate with the most current Water Supply Plan as formally adopted by the Northwest Florida Water Management District.
REGULAR AGENDA
ITEM 8
1. DEPARTMENT MAKING REQUEST/NAME: ADMINISTRATION
2. MEETING DATE: NOVEMBER 10, 2016

3. REQUESTED MOTION/ACTION:
Consideration of Resolution 17-12 for temporary usage of Front Beach Road at the intersections of Powell Adams Road and Hills Road on Monday, December 12, and Tuesday, December 13, 2016.

4. AGENDA
- [ ] PRESENTATION
- [ ] PUBLIC HEARING
- [x] CONSENT
- [ ] REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?
   - [ ] Yes
   - [ ] No
   - [x] N/A

BUDGET AMENDMENT OR N/A
- [ ] Detailed Budget Amendment Attached

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)
The Hampton Inn will install a pedestrian bridge on December 12 and 13, 2016.

The event necessitates rerouting of all vehicular traffic on Front Beach Road between Powell Adams Road and Hills Road, within the corporate limits of Panama City Beach.

Staff recommends approval.
RESOLUTION NO. 17-12

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, RELATED TO THE HAMPTON INN'S INSTALLATION OF A PEDESTRIAN BRIDGE ON FRONT BEACH ROAD; AUTHORIZING TEMPORARY USAGE OF FRONT BEACH ROAD AT THE INTERSECTIONS OF POWELL ADAMS ROAD AND HILLS ROAD DURING THE HOURS OF 9:00 P.M. AND 6:00 A.M. ON MONDAY, DECEMBER 12, AND TUESDAY, DECEMBER 13, 2016 FOR THE INSTALLATION.

WHEREAS, the Hampton Inn’s installation of a pedestrian bridge is scheduled on Monday, December 12, and Tuesday, December 13, 2016, and;

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL of Panama City Beach that during the hours of 9:00 P.M. and 6:00 A.M. on December 12 and 13, 2016, all vehicular traffic on Front Beach Road between Powell Adams Road and Hills Road, shall be rerouted in accordance with the attached map which accompanies this Resolution to accommodate the Event.

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

AGENDA ITEM # 8

Resolution 17-12
## ROBINS & MORTON
### NOTIFICATION ACKNOWLEDGEMENT

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<tr>
<th>Business</th>
<th>POC Name</th>
<th>POC Signature</th>
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<tbody>
<tr>
<td>1. Gulf World</td>
<td>Sabrina Short</td>
<td></td>
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<tr>
<td>2. All American Diner</td>
<td>Mary A. Stiver</td>
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<tr>
<td>3. Purple Haze</td>
<td>Martha Butkowski</td>
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<td>4. Heatwave</td>
<td>Martha Butkowski</td>
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<td>5. Dippin Dots</td>
<td>Will Be Closed During</td>
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<td>6. Sun Mart</td>
<td>Sunny Place</td>
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<td>7. Barefoot Hide A Way</td>
<td>Scarcle Johnson</td>
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<td>8. Beachbreak</td>
<td>Anthony Wells</td>
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<td>9. Continental</td>
<td>Linda Boykin</td>
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<td>10. Flamingo</td>
<td>Carol Heavnen</td>
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<tr>
<td>11. Ambassador</td>
<td>Brett Johnson</td>
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<td>12. Aqua</td>
<td>Tam Cauthin</td>
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<tr>
<td>13. Party Shack</td>
<td>Jason Jordan</td>
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<tr>
<td>14. Blue Island Beach Co</td>
<td>Cynde Teague</td>
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<tr>
<td>15. Shuckums</td>
<td>Have Will be closing on</td>
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<tr>
<td>16. Liz and Jane</td>
<td>Alvaro Rivera</td>
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<tr>
<td>17. Diegos</td>
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**DATE:** 2-28-11 - DAB

**AGENDA ITEM #** 8
Front Beach Road will be temporarily closed to through traffic from Powell Adams Road to Hills Road on Monday, December 12, 2016, at 9:00pm to Tuesday, December 13, 2016, at 6:00am and again on Tuesday, December 13, 2016 at 9:00pm to Wednesday, December 14, 2016, at 6:00am. The road is closed to enable the erection of a pedestrian bridge at 15505 Front Beach Road.

During the closure, traffic controllers will be in attendance at Powell Adams and Hills Roads corners to provide local access. Through traffic will be diverted via Powell Adams Road, Panama City Beach Parkway and Hills Road.

For any concerns on the days of the work please contact the jobsite at 850-775-1298.

If you would like any further details please contact Justin Dorning, Assistant Project Manager at 850-775-1298

BJ/jd/Attachment
Google Maps

East Bound Traffic to be re-routed to Powell Adams Rd - Panama City Beach Pkwy - Hills Rd
West Bound Traffic to be re-routed to Hills Rd - Panama City Beach Pkwy - Powell Adams Rd
REGULAR AGENDA
ITEM 9
1. **DEPARTMENT MAKING REQUEST/NAME:**
   Building and Planning Department/Mel Leonard

2. **MEETING DATE:**
   11/10/2016

3. **REQUESTED MOTION/ACTION:**
   It is requested that the City Council consider the proposed job description, make any needed changes and approve so that the process of advertising for administrative assistance for Code Enforcement can be initiated.

4. **AGENDA**
   - [ ] PRESENTATION
   - [ ] PUBLIC HEARING
   - [✓] CONSENT
   - [ ] REGULAR

5. **IS THIS ITEM BUDGETED (IF APPLICABLE)?**
   - [✓] Yes
   - [ ] No
   - [ ] N/A

6. **BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)**
   The City Council approved a part-time administrative assistant position for Code Enforcement. The Building Division has an equivalent position that has been filled for over a year. The proposed job description attempts to combine both part-time positions (the Building Division Part-Time Assistant and the Code Enforcement Part-Time Assistant) to create one full-time position that will split time between both Divisions. The one full-time position should create some efficiencies over having two part-time positions as the employee would be able to assist citizens in both Divisions throughout the workday.

   It is recommended that the City Council consider the proposed job description, make any needed changes and approve so that the Civil Service Board process can commence to fill the position.
CITY OF PANAMA CITY BEACH
Job Description

JOB TITLE: Administrative Support Specialist – Building & Planning Department

SALARY RANGE: $12.34 - $19.74/hr
SHIFT: Days
LOCATION: 110 S Arnold Road
REPORTS TO: Building Official
PREPARED BY: City Clerk
APPROVED BY: City Clerk

PAY GRADE: 25
DIVISION: Building & Planning
DEPT: Admin
FSLA STATUS: Non-Exempt
POSITION: Permanent Full-Time
DATE:

SUMMARY:
This position is responsible for clerical work in the operation of the City of Panama City Beach Building and Planning Department. Work is performed under the supervision of the Director of Building and Planning and the Building Official. It is expected that the time associated with the duties of this position will be divided between the Code Enforcement Division and the Building Division.

ESSENTIAL DUTIES AND RESPONSIBILITIES:
In addition to the essential duties and responsibilities, other tasks may be assigned:

CODE ENFORCEMENT DIVISION

Coordinates the tasks of the Code Enforcement Officers;

receives and responds to complaints over the phone, email, and in-person;

Maintains records of the Code Enforcement Division;

Writes memorandums and violation letters as needed;

Researches legal and property records as needed;

Works with the City Attorney’s office on the legal aspects of the City Codes;

Coordinates as needed with various City departments and divisions;

Assists Code Enforcement with enforcing the sign ordinance, temporary use permits, tent permits, special event permits, sandy beach special event permits, and regulation of beach amusements and activities;
Assists with action against derelict properties, scooter rental violations, illegal dumping and derelict boats and vehicles;

Assists Code Enforcement in preparing documentation for civil/criminal action such as reports and affidavits;

Coordinates with Bay County Animal Control, Bay County Code Enforcement and the Mosquito Control District as necessary;

Conducts research and assists in enforcing regulations prohibiting short-term rentals in single family zoning districts;

Coordinates the posting of public information signs;

Learns the Comprehensive Plan, the Land Development Code and City Code of Ordinances;

Verifies zoning and City limits in the area to be served;

Coordinates with other departments in enforcing City codes and requirements as needed; and,

Performs related work as required.

**BUILDING DIVISION**

Accepts applications for building permits;

Calculates and prepares building impact fees from building plans;

Processes and prepares permits and inspection requests;

Notifies building inspectors of field requests;

Processes Contractor Competency Card applications, files, and renewals; receives payments, verifies amount, processes receipts, and checks for discrepancies;

Totals receipts and balance with monies;

Completes daily cash and balance sheets and balances cash drawers;

Update contractor records, file permits, plans and correspondence;

Posts monies to appropriate General Fund accounts;
Accepts complaints, obtains address and pertinent information for problems;
Prepares forms and licenses for mailing;
Maintains permit files, inspection files, and contractor files;
Works in all facets of Special Event and Temporary Use permitting; and,
Inputs daily work into computer.

SUPERVISORY RESPONSIBILITIES:
None

COMPETENCIES:
To perform the job successfully, an individual should demonstrate the following competencies:

Technical Skills - Assesses own strengths and weaknesses; Pursues training and development opportunities; Strives to continuously build knowledge and skills; Shares expertise with others.

Customer Service - Manages difficult or emotional customer situations; Responds promptly to customer needs; Solicits customer feedback to improve service; Responds to requests for service and assistance; Meets commitments.

Interpersonal Skills - Focuses on solving conflict, not blaming; Maintains confidentiality; Listens to others without interrupting; Keeps emotions under control; Remains open to others' ideas and tries new things.

Oral Communication - Speaks clearly and persuasively in positive or negative situations; listens and gets clarification; Responds well to questions; Demonstrates group presentation skills; Participates in meetings.

Written Communication - Writes clearly and informatively; Edits work for spelling and grammar; Varies writing style to meet needs; Presents numerical data effectively; Able to read and interpret written information.

Teamwork - Balances team and individual responsibilities; Exhibits objectivity and openness to others' views; Gives and welcomes feedback; Contributes to building a positive team spirit; Puts success of team above own interests; Able to build morale and group commitments to goals and objectives; Supports everyone's efforts to succeed.

Diversity - Demonstrates knowledge of EEO policy; Shows respect and sensitivity for cultural differences; educate others on the value of diversity; promotes a harassment-free environment; Builds a diverse work force.
Ethics - Treats people with respect; Keeps commitments; inspires the trust of others; Works with integrity and ethically; Upholds organizational values.

Organizational Support - Follows policies and procedures; Completes administrative tasks correctly and on time; supports organization's goals and values; Benefits organization through outside activities; Supports affirmative action and respects diversity.

Judgement - Displays willingness to make decisions; Exhibits sound and accurate judgment; Supports and explains reasoning for decisions; Includes appropriate people in decision-making process; Makes timely decisions.

Motivation - Sets and achieves challenging goals; Demonstrates persistence and overcomes obstacles; Measures self against standard of excellence; Takes calculated risks to accomplish goals.

Professionalism - Approaches others in a tactful manner; Reacts well under pressure; Treats others with respect and consideration regardless of their status or position; Accepts responsibility for own actions; Follows through on commitments.

Quality - Demonstrates accuracy and thoroughness; Looks for ways to improve and promote quality; Applies feedback to improve performance; Monitors own work to ensure quality.

Quantity - Meets productivity standards; Completes work in timely manner; Strives to increase productivity; Works quickly.

Safety and Security - Observes safety and security procedures; Determines appropriate action beyond guidelines; Reports potentially unsafe conditions; Uses equipment and materials properly.

Adaptability - Adapts to changes in the work environment; Manages competing demands; Changes approach or method to best fit the situation; Able to deal with frequent change, delays, or unexpected events.

Attendance/Punctuality - Is consistently at work and on time; Ensures work responsibilities are covered when absent; Arrives at meetings and appointments on time.

Dependability - Follows instructions, responds to management direction; Takes responsibility for own actions; Keeps commitments; Commits to long hours of work when necessary to reach goals. Completes tasks on time or notifies appropriate person with an alternate plan.
Initiative - Volunteers readily; Undertakes self-development activities; Seeks increased responsibilities; Takes independent actions and calculated risks; Looks for and takes advantage of opportunities; Asks for and offers help when needed.

Innovation - Displays original thinking and creativity; Meets challenges with resourcefulness; Generates suggestions for improving work; Develops innovative approaches and ideas; Presents ideas and information in a manner that gets others’ attention.

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

EDUCATION and EXPERIENCE:
Must possess high school diploma or general education degree (GED), or have equivalent combination of experience and training which provides the required knowledge, skills, and abilities; must have some experience in public contact work; must have clerical and typing ability.

LANGUAGE SKILLS:
Ability to understand and follow oral and/or written instructions; must be able to keep records and make reports.

MATHEMATICAL SKILLS:
Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to calculate accurately.

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

OTHER REQUIREMENTS:
Must have good knowledge of the City government; clerical aptitude; good knowledge of zoning terminology and procedures; computer literacy; calculator proficiency and typing skills; ability to deal courteously, tactfully, and firmly with the public; ability to work amiably with fellow workers; ability to read maps and site plans; ability to work under pressure internally and with the public. Applicants will be administered an Office Grammar & Spelling test, an Office Math Skills test and typing test.

Must possess valid Florida Driver’s License - driving record must be acceptable to the City insurance program.
PHYSICAL DEMANDS:
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stand, walk, talk or hear, use hands to finger, handle, or feel, stoop, kneel, crouch, or crawl, and reach with hands and arms.

The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job is ability to adjust focus, close vision and peripheral vision.

WORK ENVIRONMENT:
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is not subjected to any special or extraordinary environmental conditions, other than those normally found in an office environment; the employee occasionally works near moving mechanical parts and is occasionally exposed to risk of electrical shock. The noise level in the work environment is usually quiet to moderate.

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

Signature

Date
REGULAR AGENDA
ITEM 10
To: Mario Gisbert, City Manager

From: Holly J. White, Finance Director

Date: November 1, 2016

Re: General Fund Graphs – Key Revenue Accounts (CASH BASIS)

I have attached the graphs for the eight (8) key revenue accounts in the General Fund updated with the final numbers for FY 2016 and including the first month of FY 2017 as well. For the eight (8) accounts represented on the following graphs, FY 2016 revenue exceeded FY 2015 revenue by $931,857.97 which represents a 5.01% increase year over year.

FY 2017 is off to a strong start as well. October 2016 cash collections exceeded October 2015 cash collections for the eight (8) accounts illustrated by the graphs by 5.07% ($80,542.52). Local communications services taxes continue to reflect the downward trend which started in FY 2014. As we have discussed previously, the decreasing number of land lines and the changing demographics in the industry as a whole likely account for the decrease in tax revenue. Building permits year over year in October reflect a decrease of 42.71%. State revenue sharing also reflects a small decrease as a result of an additional City becoming part of the allocation formula partway through the prior year. All of the other accounts show varying degrees of increases with the largest single increase being in business tax receipts – 8.54% over the prior year — $64,762.01. Business tax receipts are the single largest revenue source in the City's General Fund accounting for 40% of the total General Fund revenue budget in FY 2017.
LOCAL OPTION FUEL TAXES

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<td>$14,838.86</td>
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<td>$121,122.56</td>
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<td>$169,319.08</td>
<td>$193,417.84</td>
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<td>$147,164.80</td>
<td>$171,280.44</td>
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<td>July</td>
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<td>$199,452.24</td>
<td>$220,514.84</td>
<td>$251,575.60</td>
<td>$286,636.32</td>
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Cash Collection History

- FY 2009-10
- FY 2010-11
- FY 2011-12
- FY 2012-13
- FY 2013-14
- FY 2014-15
- FY 2015-16
- FY 2016-17

Total Collections

- FY 2009-10: $14,290,900
- FY 2010-11: $19,134,30
- FY 2011-12: $20,185,04
- FY 2012-13: $19,090,12
- FY 2013-14: $21,395,74
- FY 2014-15: $18,137,74
- FY 2015-16: $22,117,72
- FY 2016-17: $30,091,12

Average Annual Growth:

- FY 2009-10 to FY 2016-17: 9.37%

Percentage Change:

- FY 2009-10 to FY 2016-17: 9.37%
FRANCHISE FEES ELECTRICITY

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<td>$197,553.45</td>
<td>$210,086.58</td>
<td>$205,560.52</td>
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<td>$178,031.37</td>
<td>$156,241.94</td>
<td>$148,989.73</td>
<td>$147,820.07</td>
<td>$109,990.37</td>
<td>$104,880.40</td>
<td>$102,584.22</td>
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<td>$342,689.52</td>
<td>$341,089.23</td>
<td>$329,717.08</td>
<td>$315,413.54</td>
<td>$325,018.39</td>
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<td>$119,534.26</td>
<td>$128,883.29</td>
<td>$142,912.02</td>
<td>$150,244.62</td>
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<td>$195,238.73</td>
<td>$193,557.87</td>
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<td>$190,264.37</td>
<td>$180,699.49</td>
<td>$186,709.85</td>
<td>$186,249.85</td>
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<td>$165,793.36</td>
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<td>$183,826.10</td>
<td>$183,987.56</td>
<td>$184,787.06</td>
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<td>$171,402.97</td>
<td>$188,849.56</td>
<td>$185,282.21</td>
<td>$182,782.14</td>
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<td>June</td>
<td>$130,755.61</td>
<td>$248,746.16</td>
<td>$385,343.15</td>
<td>$357,153.52</td>
<td>$318,833.31</td>
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<td>August</td>
<td>$258,190.95</td>
<td>$218,279.48</td>
<td>$289,889.29</td>
<td>$221,876.71</td>
<td>$258,380.67</td>
<td>$258,380.67</td>
<td>$258,380.67</td>
<td>$258,380.67</td>
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<td>September</td>
<td>$264,069.82</td>
<td>$384,858.82</td>
<td>$351,933.32</td>
<td>$247,939.90</td>
<td>$258,962.57</td>
<td>$258,962.57</td>
<td>$258,962.57</td>
<td>$258,962.57</td>
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</tbody>
</table>

| Total Collections | $2,940,932.10 | $2,942,253.90 | $2,247,966.94 | $2,426,076.87 | $2,784,766.87 | $2,836,766.87 | $2,995,808.84 | $2,926,790.10 |

| Cumulative Increase | 0.44% | 4.06% | 0.28% | 11.43% | 4.29% | 11.66% | 11.80% | 11.55% |

Cash Collection History
Franchise Fees Electricity
<table>
<thead>
<tr>
<th>Month</th>
<th>January</th>
<th>February</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>July</th>
<th>August</th>
<th>September</th>
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<tbody>
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<td>Collections</td>
<td>$18,715.32</td>
<td>$20,828.14</td>
<td>$17,360.45</td>
<td>$14,265.12</td>
<td>$14,308.51</td>
<td>$19,463.43</td>
<td>$17,186.04</td>
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<tr>
<td>Percent of Annual % Collections</td>
<td>1.22%</td>
<td>1.18%</td>
<td>1.07%</td>
<td>0.87%</td>
<td>0.89%</td>
<td>1.31%</td>
<td>1.27%</td>
<td>1.10%</td>
<td>0.87%</td>
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<tr>
<th>Month</th>
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<th>December</th>
<th>January</th>
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</tr>
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<tbody>
<tr>
<td>Collections</td>
<td>$20,152.93</td>
<td>$19,699.69</td>
<td>$21,536.48</td>
<td>$17,593.12</td>
<td>$14,265.12</td>
<td>$16,474.08</td>
<td>$17,186.04</td>
<td>$14,674.08</td>
<td>$14,387.93</td>
<td>$20,167.32</td>
<td>$21,164.05</td>
<td>$19,027.16</td>
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<td>1.07%</td>
<td>0.87%</td>
<td>0.89%</td>
<td>1.31%</td>
<td>1.27%</td>
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<td>0.87%</td>
<td>1.22%</td>
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<th>Month</th>
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<td>Collections</td>
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<td>Increase</td>
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**Total Collections**

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<td>$63,319,905</td>
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<td>FY 2016-17</td>
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**Average % Of Annual Total Collections**

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<td>FY 2015-16</td>
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<tr>
<td>FY 2016-17</td>
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**Annual Change**

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<th>Annual Change</th>
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</thead>
<tbody>
<tr>
<td>FY 2012-13</td>
<td>-0.04%</td>
</tr>
<tr>
<td>FY 2013-14</td>
<td>-0.01%</td>
</tr>
<tr>
<td>FY 2014-15</td>
<td>5.58%</td>
</tr>
<tr>
<td>FY 2015-16</td>
<td>-12.34%</td>
</tr>
<tr>
<td>FY 2016-17</td>
<td>-1.43%</td>
</tr>
</tbody>
</table>

**Increase**

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 2012-13</td>
<td>1.31%</td>
</tr>
<tr>
<td>FY 2013-14</td>
<td>-0.72%</td>
</tr>
<tr>
<td>FY 2014-15</td>
<td>0.46%</td>
</tr>
<tr>
<td>FY 2015-16</td>
<td>0.77%</td>
</tr>
<tr>
<td>FY 2016-17</td>
<td>6.89%</td>
</tr>
</tbody>
</table>

**Month**

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Month</th>
<th>Collection</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 2012-13</td>
<td>April</td>
<td>$70,548.15</td>
</tr>
<tr>
<td>FY 2013-14</td>
<td>May</td>
<td>$63,876.90</td>
</tr>
<tr>
<td>FY 2014-15</td>
<td>June</td>
<td>$61,310.31</td>
</tr>
<tr>
<td>FY 2015-16</td>
<td>July</td>
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</tr>
<tr>
<td>FY 2016-17</td>
<td>August</td>
<td>$82,097.47</td>
</tr>
</tbody>
</table>

**Cash Collection History**

<table>
<thead>
<tr>
<th>Fiscal Year</th>
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</tr>
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<tbody>
<tr>
<td>FY 2012-13</td>
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<tr>
<td>FY 2016-17</td>
<td>$82,097.47</td>
</tr>
</tbody>
</table>

**Local Communications Services Taxes**

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Total Collections</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 2012-13</td>
<td>$50,000</td>
</tr>
<tr>
<td>FY 2013-14</td>
<td>$0</td>
</tr>
<tr>
<td>FY 2014-15</td>
<td>$78,155</td>
</tr>
<tr>
<td>FY 2015-16</td>
<td>$83,686.51</td>
</tr>
<tr>
<td>FY 2016-17</td>
<td>$87,941.26</td>
</tr>
</tbody>
</table>

**Average % Of Annual Total Collections**

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Average % Of Annual Total Collections</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 2012-13</td>
<td>100.00%</td>
</tr>
<tr>
<td>FY 2013-14</td>
<td>-100%</td>
</tr>
<tr>
<td>FY 2014-15</td>
<td>-100%</td>
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<tr>
<td>FY 2015-16</td>
<td>-100%</td>
</tr>
<tr>
<td>FY 2016-17</td>
<td>-100%</td>
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**Increase**

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</tr>
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<td>FY 2016-17</td>
<td>6.59%</td>
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**Month**

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<td>-100%</td>
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</table>
### TOTAL KEY REVENUE ACCOUNTS

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>$1,068,205.54</td>
<td>$1,252,205.43</td>
<td>$1,262,307.99</td>
<td>$1,288,102.34</td>
<td>$1,470,010.37</td>
<td>$1,580,045.45</td>
<td>$1,670,088.17</td>
<td>$980,542.52</td>
<td>5.87%</td>
</tr>
<tr>
<td>February</td>
<td>$801,450.68</td>
<td>$901,350.59</td>
<td>$934,415.98</td>
<td>$1,163,742.98</td>
<td>$1,182,193.93</td>
<td>$1,165,165.89</td>
<td>$1,180,945.09</td>
<td>$1,135,150.96</td>
<td>-100.00%</td>
</tr>
<tr>
<td>March</td>
<td>$899,899.10</td>
<td>$971,499.15</td>
<td>$1,070,049.47</td>
<td>$1,097,951.81</td>
<td>$1,173,888.88</td>
<td>$1,152,009.34</td>
<td>$1,133,006.84</td>
<td>$1,113,856.64</td>
<td>-100.00%</td>
</tr>
<tr>
<td>April</td>
<td>$730,001.75</td>
<td>$740,001.78</td>
<td>$760,001.86</td>
<td>$780,001.88</td>
<td>$800,001.88</td>
<td>$803,001.88</td>
<td>$803,001.88</td>
<td>$803,001.88</td>
<td>-100.00%</td>
</tr>
<tr>
<td>May</td>
<td>$917,011.11</td>
<td>$860,591.26</td>
<td>$870,101.59</td>
<td>$900,149.34</td>
<td>$1,068,049.82</td>
<td>$1,080,049.82</td>
<td>$1,080,049.82</td>
<td>$1,080,049.82</td>
<td>-100.00%</td>
</tr>
<tr>
<td>June</td>
<td>$1,655,999.47</td>
<td>$1,357,099.82</td>
<td>$1,542,799.56</td>
<td>$1,652,399.24</td>
<td>$1,745,849.04</td>
<td>$1,845,849.04</td>
<td>$1,945,849.04</td>
<td>$1,845,849.04</td>
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</tr>
<tr>
<td>July</td>
<td>$1,072,540.65</td>
<td>$1,230,202.87</td>
<td>$1,282,302.90</td>
<td>$1,325,302.93</td>
<td>$1,413,382.43</td>
<td>$1,513,382.43</td>
<td>$1,553,382.43</td>
<td>$1,553,382.43</td>
<td>-100.00%</td>
</tr>
<tr>
<td>August</td>
<td>$1,001,001.10</td>
<td>$1,132,001.17</td>
<td>$1,230,001.17</td>
<td>$1,360,001.99</td>
<td>$1,487,203.97</td>
<td>$1,725,302.25</td>
<td>$1,805,302.25</td>
<td>$1,805,302.25</td>
<td>-100.00%</td>
</tr>
<tr>
<td>September</td>
<td>$1,409,009.71</td>
<td>$1,409,009.71</td>
<td>$1,360,001.99</td>
<td>$1,487,203.97</td>
<td>$1,725,302.25</td>
<td>$1,805,302.25</td>
<td>$1,805,302.25</td>
<td>$1,805,302.25</td>
<td>-100.00%</td>
</tr>
<tr>
<td>October</td>
<td>$641,701.01</td>
<td>$540,501.01</td>
<td>$535,501.01</td>
<td>$535,501.01</td>
<td>$535,501.01</td>
<td>$535,501.01</td>
<td>$535,501.01</td>
<td>$535,501.01</td>
<td>-100.00%</td>
</tr>
<tr>
<td>November</td>
<td>$1,220,734.83</td>
<td>$1,412,004.67</td>
<td>$1,370,204.67</td>
<td>$1,370,204.67</td>
<td>$1,370,204.67</td>
<td>$1,370,204.67</td>
<td>$1,370,204.67</td>
<td>$1,370,204.67</td>
<td>-100.00%</td>
</tr>
</tbody>
</table>

### Cash Collection History

**Total Key Revenue Accounts**

- **0.0%**: 0.00%
- **5.32%**: 5.47%
- **10.46%**: 10.47%
- **5.01%**: 5.10%
- **-0.48%**: -0.48%