

Agenda Packet

PANAMA CITY BEACH CITY COUNCIL AGENDA

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

MEETING DATE: FEBRUARY 23, 2017
MEETING TIME: 9:00 A.M.

- I. CALL TO ORDER AND ROLL CALL
- II. INVOCATION- COUNCILMAN SOLIS
- III. PLEDGE OF ALLEGIANCE- COUNCILMAN SOLIS
- IV. APPROVAL OF REGULAR MINUTES OF FEBRUARY 9, 2017
- V. APPROVAL OF AGENDA, AND ADDITIONS OR DELETION.
- VI. PRESENTATION
1 BAY COUNTY SCHOOL BOARD TAX & ITS USES- STEVE MOSS.
- VII. PUBLIC COMMENTS-REGULAR & CONSENT ITEMS ONLY (Limited to Three Minutes)

VIII. CONSENT AGENDA

1 RESOLUTION 17-58, "EMERALD COAST BOAT AND LIFESTYLE SHOW" ROAD CLOSURES. "A Resolution of the City of Panama City Beach, Florida, related to the "Emerald Coast Boat And Lifestyle Show"; authorizing road closures on portions of West Pier Park Drive, L. C. Hilton Drive and Pier Park Drive on Friday, March 3, Saturday, March 4, and Sunday, March 5, 2017, for the event."

2 RESOLUTION 17-59, "UNWINE D" ROAD CLOSURES. "A Resolution of the City of Panama City Beach, Florida, related to the "UNwineD" event; authorizing road closures on portions of West Pier Park Drive, L. C. Hilton Drive and Pier Park Drive on Friday, March 24, and Saturday, March 25, 2017, for the event."

3 RESOLUTION 17-60, "SPRING JAM" ROAD CLOSURES. "A Resolution of the City of Panama City Beach, Florida, related to the "Spring Jam"; authorizing road closures on portions of West Pier Park Drive, L.C. Hilton Drive and Pier Park Drive on Friday, April 28, and Saturday, April 29, 2017, for the event."

4 RESOLUTION 17-62, "EMERALD COAST CRUIZIN" CAR SHOW PARADE ROAD CLOSURES. "A Resolution of the City of Panama City Beach, Florida, related to the "Emerald Coast Cruizin" Parade; authorizing road closures on portions of L. C. Hilton Drive, Sea Monkey Way, Longboard Way, and Pier Park Drive on Thursday, March 9, 2017 for the event."

5 RESOLUTION 17-63, GULF POWER COMPANY STORM STAGING SITE AGREEMENT FOR FRANK BROWN PARK. "A Resolution of the City of Panama City Beach, Florida, approving an Agreement with Gulf Power Company for use of Frank Brown Park as a staging area in the event of a storm; and providing an immediately effective date."

IX. REGULAR AGENDA - DISCUSSION/ACTION

- | NO. | OFFICIAL | ITEM |
|-----|----------|---|
| 1 | MG | ORDINANCE 1398, LOW SPEED VEHICLE REGULATIONS, 2 ND READING, <u>PUBLIC HEARING</u> AND ADOPTION. |

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)

PRESENTATION

	1ST 1/2 CENT CYCLE	CURRENT HALF CENT -As of 12/31/2016	HALF CENT TECHNOLOGY TO DATE	TOTAL
Arnold			597,580.00	597,580.00
Surfside	148,051.67	12,102,991.00	360,658.52	12,611,701.19
Breakfast Point			397,472.01	397,472.01
Hutchison Beach	1,504,784.00	582,255.00	226,709.40	2,313,748.40
Patronis		102,359.00	300,288.45	402,647.45
West Bay	176,857.64		388,811.40	565,669.04

Arnold: Since 2010 \$1,965,000 has been spent for various projects from LCI funds.

Surfside: Costs reflected above are for the school renovation.
Re-roof project completed in 2002 for an approximate cost of \$275,000.

Hutchison Beach: The \$1.5M reflected above was a portion of the cost of the new cafeteria & classroom renovations. An additional \$4,875,000 was funded by Classrooms For Kids funds.

West Bay: Bldgs. 2, 4 and 6 were renovated and the school was reopened in 2015. The cost to renovate these buildings was \$457,000 and was funded with LCI. An additional \$260,000 was spent for wastewater improvements at the school.
In 2005 a new classroom building was constructed along with a new custodial building and renovations to building 2 for a cost of \$1,582,522 from LCI funds.

Patronis: Half-cent funds above are for the Chiller replacement.
A new gym was constructed in 2007 from LCI funds for a cost of \$872,000.00

Breakfast Point: Roofing: New ridge and roof caps and modulars to be re-roofed in the amount of \$242,573 from LCI funds.

	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	Incr/(decr)	% change
July		1,273,202.44	1,364,812.46	1,472,681.98	1,570,398.01	1,704,667.20	1,771,404.43	66,737.23	4.25%
August		1,834,293.16	1,959,374.26	2,143,167.22	2,267,075.24	2,272,895.19	2,575,387.41	302,492.22	13.34%
September		1,661,494.49	1,711,715.21	1,808,685.19	1,982,843.41	2,273,501.89	2,427,683.10	154,181.21	7.78%
October		1,229,307.39	1,275,501.55	1,422,924.84	1,495,756.29	1,536,476.92	1,980,996.90	444,519.98	29.72%
November		1,341,081.56	1,407,591.72	1,554,484.55	1,646,867.60	1,797,327.19	2,021,922.95	224,595.76	13.64%
December		1,025,825.32	1,103,993.22	1,196,216.61	1,283,872.33	1,348,319.11	1,461,512.35	113,193.24	8.82%
January		971,082.82	1,008,359.91	1,067,062.17	1,072,226.25	1,230,499.55	1,270,319.66	39,820.11	3.71%
February		1,303,591.02	1,361,851.01	1,513,493.37	1,693,193.63	1,733,133.86			0.00%
March	860,119.45	930,544.89	1,001,272.91	1,054,891.61	1,088,840.25	1,138,225.05			0.00%
April	1,030,916.36	1,036,211.73	1,083,066.50	1,202,123.02	1,286,987.83	1,337,223.60			0.00%
May	1,538,232.56	1,760,563.68	1,905,862.33	1,971,991.83	2,143,599.85	2,078,871.98			0.00%
June	1,252,690.74	1,286,783.58	1,329,954.92	1,443,051.53	1,520,989.50	1,680,581.77			0.00%
	4,681,959.11	15,653,982.08	16,513,356.00	17,850,773.92	19,052,650.19	20,131,723.31	13,509,226.80	1,345,539.75	

Note: These are the periods that the funds are received. Typically funds are received two months after they are collected (February collections will be received in April). Quarterly payments are received two months after the last month in the quarter (May receipt is from January through March collections)

CONSENT AGENDA

ITEM 1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
ADMINISTRATION

2. MEETING DATE:
FEBRUARY 23, 2017

3. REQUESTED MOTION/ACTION:
Consideration of Resolution 17-58 to close portions of roads in Pier Park on Friday, March 3, Saturday, March 4, and Sunday, March 5, 2017 for the event.

4. AGENDA
PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES NO N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)
The Emerald Coast Boat and Lifestyle Show will hold an event scheduled on March 3-5, 2017.

The event necessitates closure of portions of West Park Drive, L.C. Hilton Drive, and Pier Park Drive on March 3, 2017 to March 5, 2017 within the corporate limits of Panama City Beach.

Staff recommends approval.

CONSENT
AGENDA ITEM # 1

RESOLUTION NO. 17-58

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, RELATED TO THE "EMERALD COAST BOAT AND LIFESTYLE SHOW"; AUTHORIZING ROAD CLOSURES ON PORTIONS OF WEST PARK DRIVE, L.C. HILTON DRIVE AND PIER PARK DRIVE ON FRIDAY, MARCH 3, SATURDAY, MARCH 4, AND SUNDAY, MARCH 5, 2017 FOR THE EVENT.

WHEREAS, the "Emerald Coast Boat and Lifestyle Show" (the "Event") is being held on Friday, March 3, Saturday, March 4, and Sunday, March 5, 2017 in Panama City Beach; and

WHEREAS, the Event necessitates careful traffic control and extraordinary usage of portions of West Park Drive, L.C. Hilton Drive and Pier Park Drive within the corporate limits of Panama City Beach.

NOW, THEREFORE, be it resolved by the City of Panama City Beach that during the hours of 10:00 A.M. and 6:00 P.M. on Friday, March 3, and Saturday, March 4, and during the hours of 10:00 A.M. and 5:00 P.M. on Sunday, March 5, 2017, portions of West Park Drive, L.C. Hilton Drive and Pier Park Drive shall be closed and all vehicular traffic shall be rerouted or otherwise controlled in accordance with the attached map which accompanies this Resolution to accommodate the Event.

PASSED, APPROVED AND ADOPTED IN REGULAR SESSION THIS ____ day of _____, 2017.

CITY OF PANAMA CITY BEACH

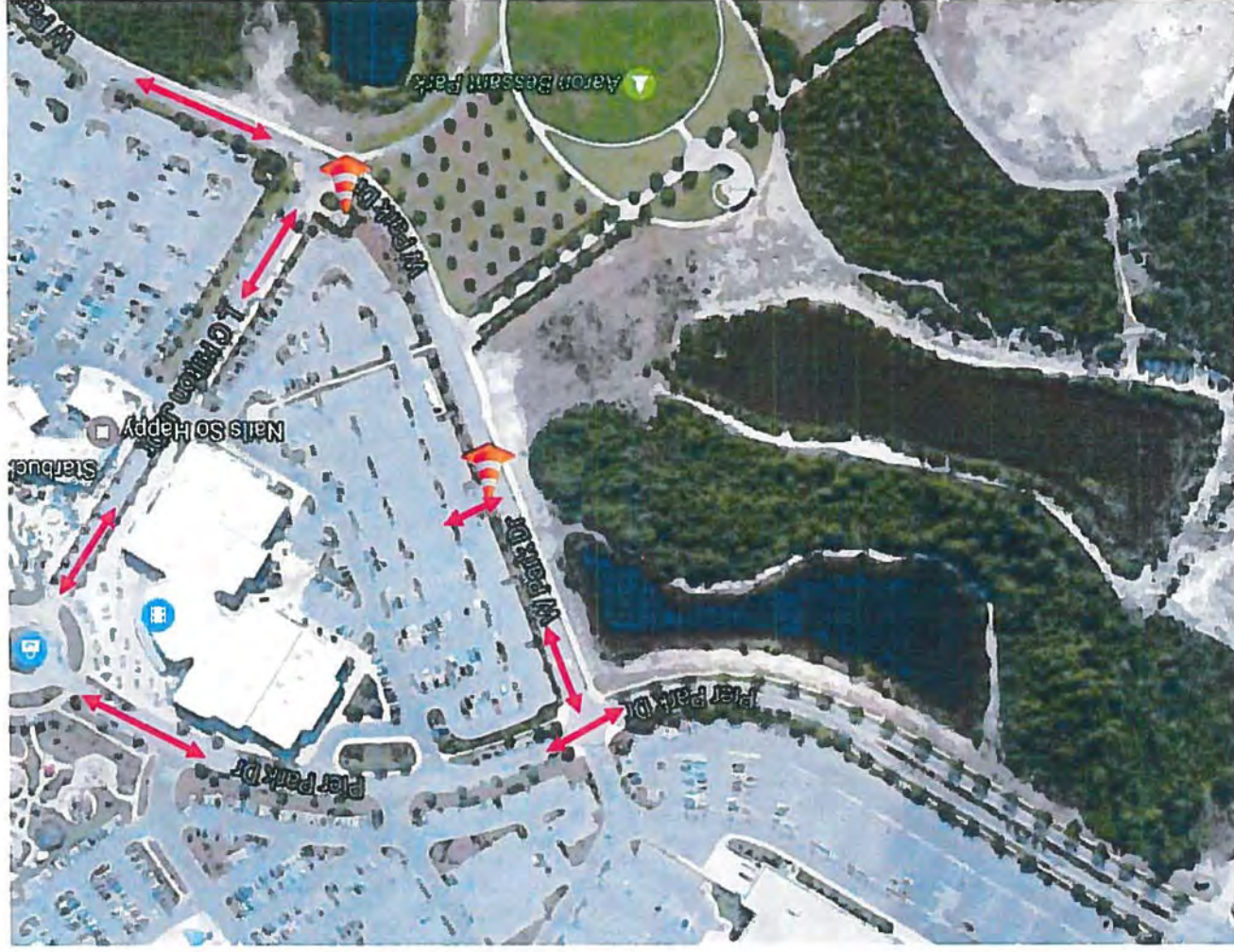
By: _____
Mike Thomas, Mayor

ATTEST:

Diane Fowler, City Clerk

Resolution 17-58

CONSENT
AGENDA ITEM # _____ |



CONSENT AGENDA

ITEM 2



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
ADMINISTRATION

2. MEETING DATE:
FEBRUARY 23, 2017

3. REQUESTED MOTION/ACTION:

Consideration of Resolution 17-59 to close portions of roads in Pier Park on Friday, March 24, and Saturday, March 25, 2017 for the event.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES NO
BUDGET AMENDMENT OR N/A

N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO

N/A

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

The UNwineD event is scheduled to be held on March 24-25, 2017.

The event necessitates closure of portions of West Park Drive, L.C. Hilton Drive, and Pier Park Drive on March 24, 2017 to March 25, 2017 within the corporate limits of Panama City Beach.

Staff recommends approval.

CONSENT
AGENDA ITEM #

2

RESOLUTION NO. 17-59

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, RELATED TO THE "UNWINED" EVENT; AUTHORIZING ROAD CLOSURES ON PORTIONS OF WEST PARK DRIVE, L.C. HILTON DRIVE AND PIER PARK DRIVE ON FRIDAY, MARCH 24, AND SATURDAY, MARCH 25, 2017 FOR THE EVENT.

WHEREAS, the "UNwined" Event is being held on Friday, March 24, and Saturday, March 25, 2017 in Panama City Beach; and

WHEREAS, the Event necessitates careful traffic control and extraordinary usage of portions of West Park Drive, L.C. Hilton Drive and Pier Park Drive within the corporate limits of Panama City Beach.

NOW, THEREFORE, be it resolved by the City of Panama City Beach that during the hours of 6:00 P.M. and 9:00 P.M. on Friday, March 24, 2017 and 12:00 p.m. and 8:00 p.m. on Saturday, March 25, 2017, portions of West Park Drive, L.C. Hilton Drive and Pier Park Drive shall be closed and all vehicular traffic shall be rerouted or otherwise controlled in accordance with the attached map which accompanies this Resolution to accommodate the Event.

PASSED, APPROVED AND ADOPTED IN REGULAR SESSION THIS ____ day of _____, 2017.

CITY OF PANAMA CITY BEACH

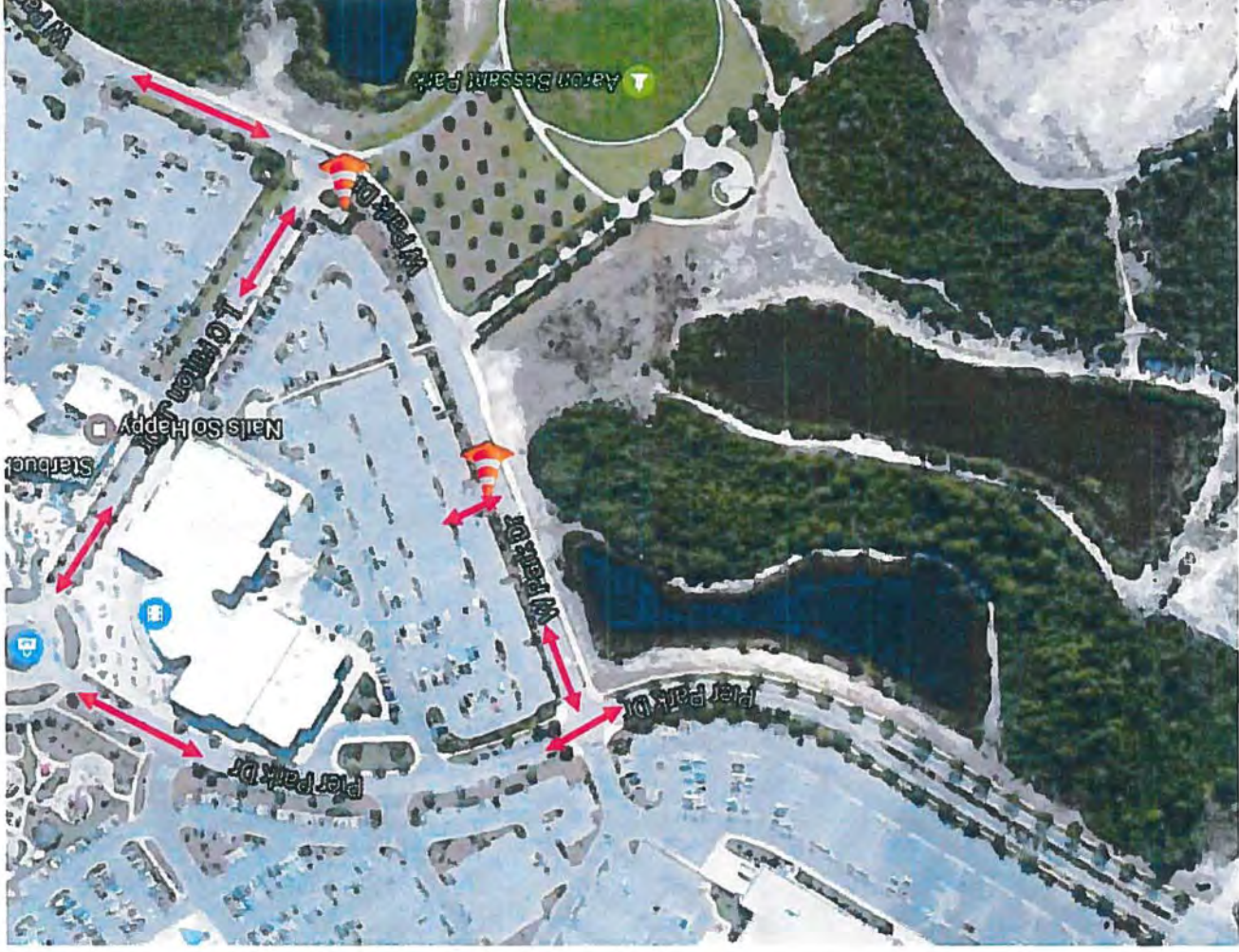
By: _____
Mike Thomas, Mayor

ATTEST:

Diane Fowler, City Clerk

Resolution 17-59

CONSENT
AGENDA ITEM # 2



CONSENT AGENDA

ITEM 3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
ADMINISTRATION

2. MEETING DATE:
FEBRUARY 23, 2017

3. REQUESTED MOTION/ACTION:

Consideration of Resolution 17-60 to close portions of roads in Pier Park on Friday, April 28, and Saturday, April 29, 2017 for the event.

4. AGENDA
PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES NO N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

The Spring Jam will hold an event scheduled on April 28-29, 2017.

The event necessitates closure of portions of West Park Drive, L.C. Hilton Drive, and Pier Park Drive on April 28, 2017 to April 29, 2017 within the corporate limits of Panama City Beach.

Staff recommends approval.

RESOLUTION NO. 17-60

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, RELATED TO THE "SPRING JAM"; AUTHORIZING ROAD CLOSURES ON PORTIONS OF WEST PARK DRIVE, L.C. HILTON DRIVE AND PIER PARK DRIVE ON FRIDAY, APRIL 28, AND SATURDAY, APRIL 29, 2017 FOR THE EVENT.

WHEREAS, the "Spring Jam" (the "Event") is being held on Friday, April 28, and Saturday, April 29, 2017 in Panama City Beach; and

WHEREAS, the Event necessitates careful traffic control and extraordinary usage of portions of West Park Drive, L.C. Hilton Drive and Pier Park Drive within the corporate limits of Panama City Beach.

NOW, THEREFORE, be it resolved by the City of Panama City Beach that during the hours of 2:30 P.M. and 12:00 MIDNIGHT on Friday, April 28, and Saturday, April 29, 2017, portions of West Park Drive, L.C. Hilton Drive and Pier Park Drive shall be closed and all vehicular traffic shall be rerouted or otherwise controlled in accordance with the attached map which accompanies this Resolution to accommodate the Event.

PASSED, APPROVED AND ADOPTED IN REGULAR SESSION THIS ____ day of _____, 2017.

CITY OF PANAMA CITY BEACH

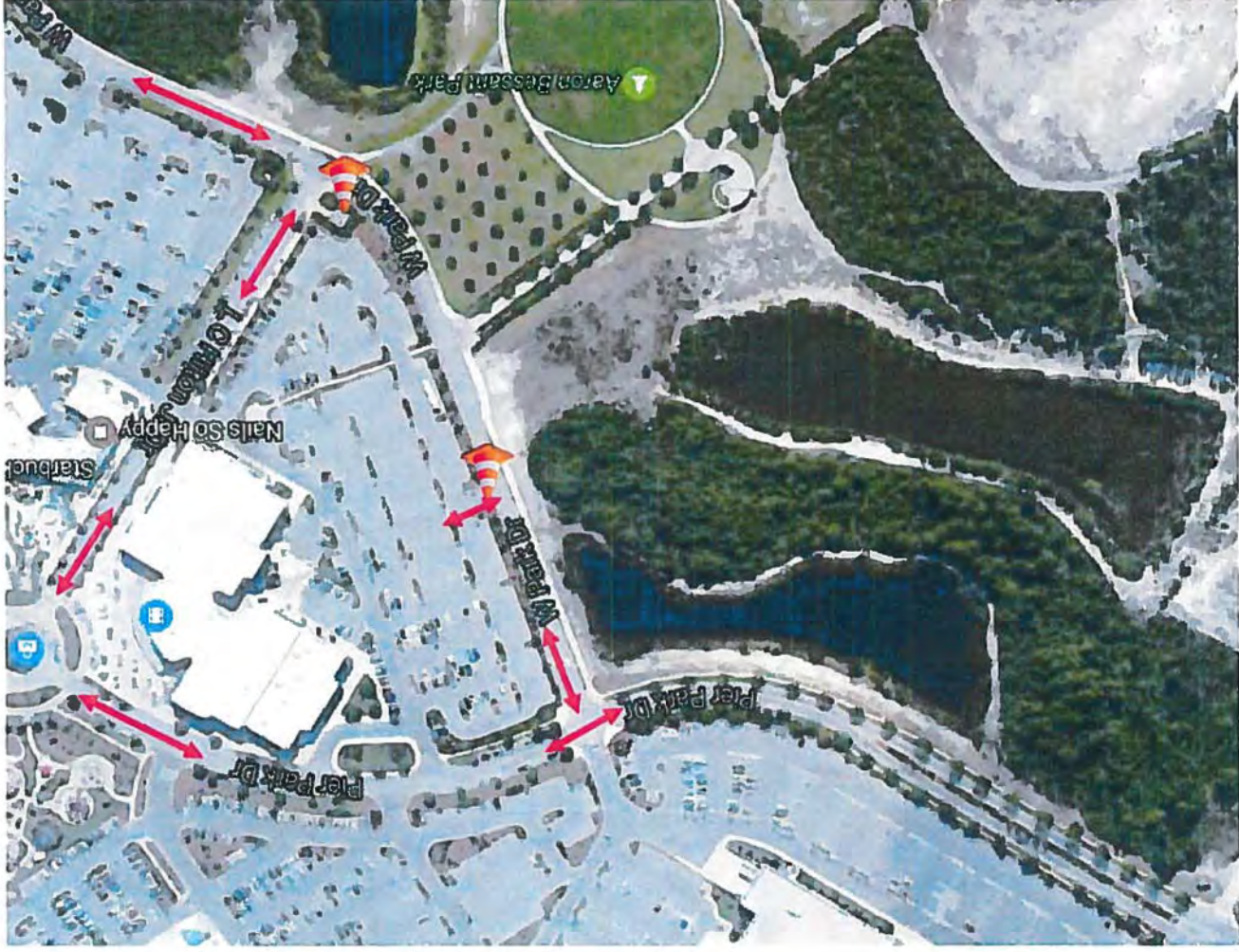
By: _____
Mike Thomas, Mayor

ATTEST:

Diane Fowler, City Clerk

Resolution 17-60

CONSENT
AGENDA ITEM # 2



CONSENT AGENDA

ITEM 4



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
ADMINISTRATION

2. MEETING DATE:
FEBRUARY 23, 2017

3. REQUESTED MOTION/ACTION:

Consideration of Resolution 17-62 to close portions of roads in Pier Park on Thursday, March 9, 2017 for the event.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES NO N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

The Emerald Coast Cruizin Car Show will hold an event scheduled on March 9, 2017.

The event necessitates closure of portions of L.C. Hilton Drive, Sea Monkey Way, Longboard Way and Pier Park Drive on March 9, 2017 within the corporate limits of Panama City Beach.

Staff recommends approval.

CONSENT
AGENDA ITEM # 4

RESOLUTION NO. 17-62

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA RELATED TO THE "EMERALD COAST CRUIZIN" PARADE; AUTHORIZING ROAD CLOSURES ON PORTIONS OF L.C. HILTON DRIVE, SEA MONKEY WAY, LONGBOARD WAY AND PIER PARK DRIVE ON THURSDAY, MARCH 9, 2017 FOR THE EVENT.

WHEREAS, the "Emerald Coast Cruizin" Parade (the "Event") is being held on Thursday, March 9, 2017 in Panama City Beach; and

WHEREAS, the Event necessitates careful traffic control and extraordinary usage of portions of L.C. Hilton Drive, Sea Monkey Way, Longboard Way and Pier Park Drive within the corporate limits of Panama City Beach.

NOW, THEREFORE, be it resolved by the City of Panama City Beach that during the hours of 5:30 P.M. and 7 P.M. on Thursday, March 9, 2017, portions of L.C. Hilton Drive, Sea Monkey Way, Longboard Way and Pier Park Drive shall be closed and all vehicular traffic shall be rerouted or otherwise controlled in accordance with the attached map which accompanies this Resolution to accommodate the Event.

PASSED, APPROVED AND ADOPTED IN REGULAR SESSION THIS ____ day of _____, 2017.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Diane Fowler, City Clerk

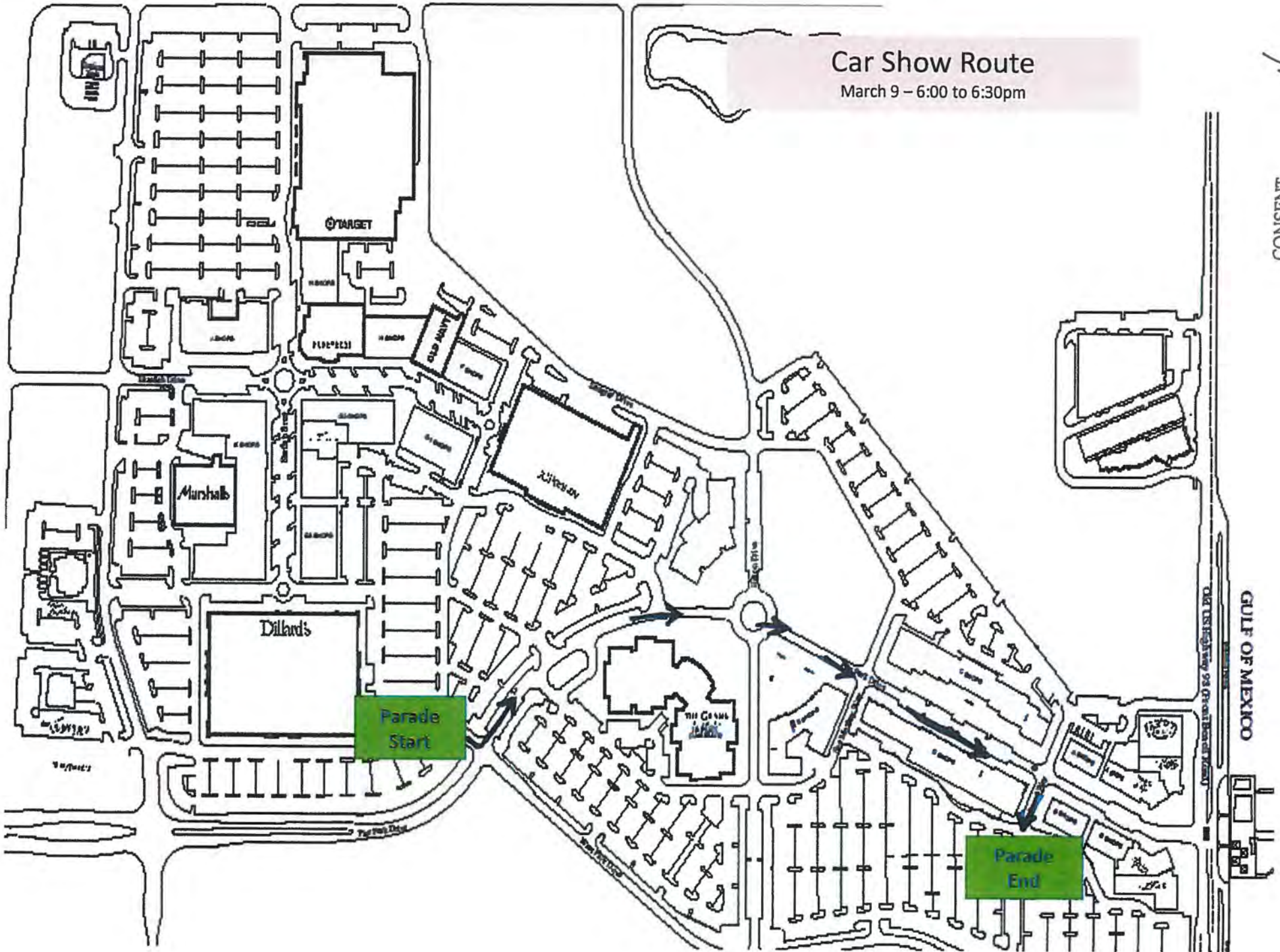
Resolution 17-62

CONSENT
AGENDA ITEM # _____

4

Car Show Route

March 9 – 6:00 to 6:30pm



CONSENT
AGENDA ITEM # 4

GULF OF MEXICO

February 17, 2017

To: Mayor and Council Members
CC: Jo Smith

From: Visit Panama City Beach
On behalf of Robert Parrish / Emerald Coast Cruizin

Re: Temporary Street Closure

March 9, 2017

We ask for your approval of temporary street closure for portions of Pier Park Drive from the intersection of W. Park Drive / Pier Park to South Pier Park continuing to Grand Theater roundabout to S Pier Park Drive and Long Board Way (Tootsies building).

Car parade will stage at 5:30pm in Dillard's parking area – start at 6:00pm be completed by 6:30pm.

CONSENT AGENDA

ITEM 5



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
ADMINISTRATION

2. MEETING DATE:
FEBRUARY 23, 2017

3. REQUESTED MOTION/ACTION:

Consideration of Resolution 17-63 which authorizes the City to contract with Gulf Power Company to use Frank Brown Park as a staging area for GPC personnel and equipment in the event of a storm.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES NO N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

The previous Agreement with Gulf Power Company to use Frank Brown Park as a staging area was for a period through December 31, 2016.

The Agreement before the council is for a duration of no earlier than May 1, 2017 to December 31, 2021.

Staff recommends approval.

RESOLUTION 17-63

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH GULF POWER COMPANY FOR USE OF FRANK BROWN PARK AS A STAGING AREA IN THE EVENT OF A STORM; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and Gulf Power Company, relating to the use of Frank Brown Park as a staging area for GPC personnel and equipment in the event of a storm, for a period beginning May 1, 2017 and ending December 31, 2021, in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of _____, 2017.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Diane Fowler, City Clerk

CONSENT
AGENDA ITEM # _____

Resolution 17-63

5



AGREEMENT FOR USE AS STORM RESTORATION STAGING SITE

This agreement confirms that Gulf Power Company has requested and has been granted the use of the City of Panama City Beach's Frank Brown Park, the areas as designated on the attached map, to be used as restoration staging areas (to park trucks for dispatch, meeting spot for crews, etc.) as hereafter described. Gulf Power Company requests the use of these areas during storm restoration. The contemplated use of these locations will be for staging of personnel and equipment to support Gulf Power Company's restoration effort. The duration of this agreement shall be from no earlier than May 1, 2017 to December 31, 2021.

PLEASE ATTACH A MAP OF THE AREAS THAT GULF POWER IS APPROVED TO USE.

Gulf Power Company agrees to hold the City of Panama City Beach's Frank Brown Park, and its officers, agents, members and employees, harmless from any unintentional acts or omissions.

While Gulf Power Company is in use of this area, it shall assume all liability to third parties as a result of activities by Gulf Power Company's employees and likewise agrees to hold the City of Panama City Beach's Frank Brown Park harmless as to such events.

Gulf Power Company is self-insured up to one million dollars with excess liability insurance in excess of one hundred million dollars. Gulf Power Company is self-insured and self-administered under Florida Statutes 440.38(1)(b) for workers' compensation.

The duration of this agreement shall be immediately after the storm and until such reasonable time as is necessary for Gulf Power Company to relocate to suitable Gulf Power facilities.

Gulf Power Company agrees to maintain the City of Panama City Beach's Frank Brown Park parking lots and buildings in a like and similar condition as when Gulf Power Company assumed possession. Gulf Power Company agrees to repair any damage done to these facilities as a result of Gulf Power Company's possession promptly and professionally, as circumstances permit. In return, City of Panama City Beach's Frank Brown Park agrees that it shall notify Gulf Power Risk Management (at the address shown below) of any damages within thirty (30) days from the date that Gulf Power vacates the facilities, in order that these claims may be documented and verified. If no report of damages is made according to this process within this timeframe, City of Panama City Beach's Frank Brown Park acknowledges that Gulf Power may choose to decline any claim as being untimely filed.

Gulf Power Company also agrees to read the meters prior to occupation of the facilities (buildings, parking lot lighting) and to read them again when we vacate the facilities.

5

The undersigned further declare(s) and represent(s) that no promise, inducement or agreement not herein expressed has been made, and that this agreement contains the entire agreement between the parties hereto, and that the terms of this agreement are contractual and not a mere recital.

THE UNDERSIGNED HAS READ THE FOREGOING AGREEMENT AND FULLY UNDERSTANDS IT.

Gulf Power Company Contact for this Staging Site:

_____ LS Date Signed: _____
Michael Richardson, Storm Logistics Manager
Gulf Power Company – Bin 11
1230 E. 15th Street
Panama City, FL 32405
Phone: (850) 872-3301

Facility Owner Contact for this Staging Site:

_____ LS Date Signed: _____
Mario Gisbert, City Manager
City of Panama City Beach's Frank Brown Park
110 S. Arnold Rd.
Panama City Beach, FL 32407
Phone: (850) 233-5100

Gulf Power Risk Management Claim Contact Information:

Julie L. Jones, Gulf Power Company – Bin 703, One Energy Place, Pensacola, FL 32520
Phone: (850) 444-6686 Fax: (850) 444-6273

For Gulf Power Internal Use Only:

- Signed copy of agreement sent to Risk Management, Bin 703
Name of Sender: _____ Date Sent: _____
- Agreement received by Risk Management and entered into log
Risk Mgmt: _ _____ Date Entered: _



LEGEND

Command Center	Generator
Dining Hall Tent	HWAC
Food Preparation	Hand Wash Station
Ice Trailer	Light Tower
Refrigerated Trailer	Portolets
Shower Trailer	Water Tankers
Sleep Ezz Trailer	Fuel Tankers
Laundry Trailer	Waste Management
Linen Trailer	Truck Parking

THERE ARE ~1.5 ACRES OF DESIGNATED TRUCK PARKING, 60 TRUCKS PER ACRE, THEREFORE 90 TRUCKS.

ALLOWING 2 MEN PER TRUCK, THERE WILL BE A TOTAL OF 180 MEN. 36 MEN PER SLEEP TRAILER, THEREFORE 5 SLEEP TRAILERS REQUIRED.

Storm Services, LLC

CUSTOMER	GULF POWER - EASTERN DISTRICT
SITE NAME	FRANK BROWN PARK STAGING AREA
LOCATION	14000 PANAMA BEACH PEWY, PANAMA CITY BEACH, FL 32413

DISCLAIMER: This drawing and the information contained herein is for general presentation purposes only and is not intended for use as engineering design plans. It is the property of Storm Services LLC, use or reproduction of this drawing is not permitted without written consent from Storm Services LLC.

Facts: 36 Men per Sleep Trailer; ~60 Trucks per Acre; & 1 Truck per 2 Men.	DRAWN BY JJK	DATE 05/27/15	DRAWING NO. 1 of 1
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REGULAR AGENDA

ITEM 1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
ADMINISTRATION

2. MEETING DATE:
FEBRUARY 23, 2017

3. REQUESTED MOTION/ACTION:
HOLD A PUBLIC HEARING TO CONSIDER SECOND READING OF ORDINANCE 1398
REGULATING LOW SPEED VEHICLES

4. AGENDA
PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED Yes No N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)
In May of this year, Council directed staff to prepare recommendations for the regulation of low speed vehicles rented in the City. Staff's proposed regulations were considered by the Council at a workshop on December 1, 2016. The attached ordinance captures Council's direction to cap the number of low speed vehicles rented in the City to 300, provides for existing businesses to be eligible for up to 50 low speed vehicles registered with the City and provides for existing or new businesses to obtain medallions for low speed vehicle rental inventory by purchasing an existing business. The attached ordinance includes amendments to the LDC that are in substantially similar form to that presented at the December 1 workshop but changes the limits on outdoor display and parking requirements for businesses. Based upon comment made at the first public hearing, Staff has removed a provision that would grant the City Manager discretion to monitor and take action on businesses which had a high number of traffic accidents and revises the definition of amusement vehicle. Staff has also prepared alternate language related to the setback required for low speed vehicles from residential areas.

This proposed ordinance amends the LDC to create a new supplemental Use of Land specific to Low Speed Rental Vehicle Businesses, and as such requires two public hearings. Council may approve the ordinance as written or direct further revisions following the public hearing. Whether or not such revisions will require a re-start to the enactment process will depend on whether the revisions change the purpose of the Ordinance.

ORDINANCE 1398

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, RELATED TO THE REGULATION OF AMUSEMENT VEHICLES; AMENDING THE CITY'S CODE OF ORDINANCES TO DEFINE AMUSEMENT VEHICLES AND AMENDING DEFINITIONS, EXPAND THE APPLICATION OF EXISTING RULES FOR MOTOR SCOOTER RENTALS TO AMUSEMENT VEHICLES; DELETE CERTAIN REQUIREMENTS RELATED TO THE PROVISION OF INSURANCE AND VESTS, CLARIFYING THE HOURS DURING SPRING BREAK IN WHICH RENTED MOTOR SCOOTERS MAY NOT BE MADE AVAILABLE FOR RENT, REQUIRE THE REGISTRATION OF AMUSEMENT VEHICLES, AND LIMIT THE NUMBER OF LOW SPEED VEHICLES RENTED IN THE CITY AS MORE PARTICULARLY SET FORTH IN THE BODY OF THE ORDINANCE; AMENDING THE CITY'S LAND DEVELOPMENT CODE TO CREATE A NEW SUPPLEMENTAL USE CATEGORY FOR LOW SPEED RENTAL BUSINESSES IN CH ZONES; PROVIDING DEFINITIONS; PROVIDING STANDARDS FOR LOCATION, STORAGE, AND DISPLAY OF VEHICLES, SIGNAGE, AND APPEARANCE OF SUCH BUSINESSES AS MORE PARTICULARLY SET FORTH IN THE BODY OF THE ORDINANCE; AMENDING ARTICLE VII RELATED TO GOLF CARTS TO PERMIT THEIR OPERATION BETWEEN SUNSET AND SUNRISE; PROVIDING A METHOD OF APPEAL FOR ADDITIONAL TIME TO COMPLY WITH CERTAIN AMENDMENTS TO THE LAND DEVELOPMENT CODE; PROVIDING FOR AUTOMATIC REPEAL OF THE LIMIT ON LOW SPEED VEHICLE RENTALS IF NOT EXTENDED WITHIN TWO YEARS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Panama City Beach is a tourist destination frequented by thousands at any given time; and

WHEREAS, while drawn to town by the beach, visitors look for other forms of amusement off the beach as well; and

WHEREAS, the rental of scooters and other amusement vehicles has long-been a popular form of entertainment for visitors; and

WHEREAS, the City has consistently acted in conjunction with the amusement rental industry to regulate and enhance the amusement rental experience for visitors and residents of the City; and

WHEREAS, while scooters were traditionally the primary form of amusement rental in the City, other forms of amusement vehicles have entered the market and provide visitors with many ways to tour the City; and

WHEREAS, the Council finds that the registration of rented low speed vehicles in the City has increased from a total of 93 in November 2015 to a total of 194 as of May 12, 2016; and

WHEREAS, during that same time frame increased development throughout the City, increased population, and increases in the number of visitors to the City have dramatically increased the congestion and pressure placed upon the City's infrastructure and administration to maintain and safeguard visitors and residents experience as they travel throughout the City; and

WHEREAS, Ordinance 1351-L authorized staff to work with the industry to explore the accommodation of alternate amusements to fill the gap created by the reduction of rented motor scooters which was limited by the City's adoption of Ordinance 1351-L; and

WHEREAS, given the rapid increase in the number of rented low speed vehicles, on May 26, 2016, Council adopted Resolution 16-82, providing for a moratorium on the registration of further low speed vehicles; and

WHEREAS, on June 23, 2016, the Council adopted Ordinance 1388, establishing a 6 month moratorium, which was extended by adoption of Resolution 16-82 and Ordinance 1399 until March 1, 2017 on the issuance of development orders and permits and on the processing of applications concerning motor vehicle sales, rental or service facilities on Front Beach Road or on a City road with a posted speed limit of 45 mph or less that connects directly to Front Beach Road, or permits relates to the establishment, change of use, expansion or altering of buildings or parking areas on property throughout the City on which low speed vehicles are offered or intended to be offered for rental; and

WHEREAS, after careful consideration of the analysis by City staff, testimony from the Chief of Police, City Manager, industry representatives, members of the City Council, and the public, the City makes the findings of fact detailed herein; and

WHEREAS, the City Council finds that rented low-speed vehicles are fairly to be considered amusements intended to fill the gap created by the reduction of rented motor scooters, as such low-speed vehicles are primarily made available for rent by the same businesses whose ability to rent motor scooters has been limited by Ordinance 1351-L; and

WHEREAS, the City finds that the rented low-speed vehicles are rented to persons who drive traditional motor vehicles to the City or adjacent unincorporated areas of Bay County, and thereafter rent the low-speed vehicles upon their arrival to town as an amusement to enjoy the sights and sounds of Front Beach Road rather than as a means of transportation around and throughout the community (since their operation in fact is limited to Front Beach Road and adjacent neighborhood roads with a posted speed limit of 35mph or less); and

WHEREAS, although low speed vehicles are safer, due to being stabilized by four wheels, many rental operators become so enthralled with the entertainment of the ride, and interacting with their fellow passengers, that they fail to heed to rules of the road and forget they are operating a motor vehicle. This increased distraction makes low speed vehicles more susceptible to violations of the Uniform Traffic Code and thus requires increased enforcement by the City Police Department; and

WHEREAS, the City Police Department is without adequate resources to monitor and enforce the Uniform Traffic Code as the number of low speed vehicles increase throughout the City; and

WHEREAS, the Council finds that due to their lower top speed of 25 miles per hour, low speed vehicles increase congestion by slowing other vehicles behind them. As the number of low speed vehicles increase, congestion increases on the City's already crowded roads; and

WHEREAS, the Council finds that it must prevent increased congestion on its already failing roads by limiting the amount of low speed vehicles rented throughout the City; and

WHEREAS, limiting the amount of low speed vehicles will allow the City to better police the action of all travelers upon its roads including those riding motor scooters and low speed vehicles for amusement; and

WHEREAS, limiting the number of low speed vehicles available shall encourage responsibility by the vehicle owners to maintain each vehicle and ensure that renters are properly educated on safe methods of operation; and

WHEREAS, the City finds that the best and most efficient means of continuing cooperation and regulation of low speed vehicles is to place the limited number of low speed vehicle medallions in the hands of the business owners who have experience in this industry and have worked closely with the City in enacting these regulations; and

WHEREAS, the larger size of low speed vehicles requires considerable amounts of space to display the vehicles from the rental businesses. These

displays and rental activities tend to interfere with the vision of renters entering and exiting the businesses property as well as impede the flow of traffic; and

WHEREAS, the lack of consistent standards of use for the rental of low speed vehicles has created interference with existing traffic patterns by the excessive display of low speed vehicles in or near the right-of-way; and

WHEREAS, uniform outdoor display of low speed vehicles, signage will substantially reduce interference with lines of sight, congestion, and traffic flow by both customers of amusement vehicle businesses and travelers throughout the City, and enhance the appearance of the Front Beach Road corridor where the businesses are located; and

WHEREAS, the entertaining nature of low speed vehicles often causes riders to use the vehicles to sight see and explore the area which can sometimes disturb residential neighborhood so that limiting the location of businesses will decrease such disturbances; and

WHEREAS, uniform land development standards will allow each amusement vehicle business to clearly display low speed vehicles and signs and delineate clear spaces for the display and signage; and

WHEREAS, the Council desires to review the effect of these changes on the tourist and local experience and to re-consider the state of the City's amusement vehicle regulation in two years; and

WHEREAS, the City's Land Development Code allows for amendment as new uses arise and from time to time and as the City deems necessary consistent with the City Charter and the City's Comprehensive Plan.

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

SECTION 1. Intent. The City Council finds that the number of rented low speed vehicles in the City is rising at such a rapid rate that the number must be capped and regulations established before efforts to do so are overcome by the sheer volume of rented low speed vehicles operated in the City, and therefore intends to immediately limit the number of rented low speed vehicles to a maximum of three hundred (300) units throughout the City on the effective date of this

Ordinance. Further, the Council finds that by limiting the number of low speed vehicles that may be rented, not only will the City be better able to police the rental drivers but also the economics of having fewer units available for rent should have a positive effect upon the congestion of Front Beach Road and the responsibility of the operators to whom the remaining units are rented.

SECTION 2. From and after the effective date of this ordinance, Chapter 22 of the Code of Ordinances of the City of Panama City Beach related to Traffic and Motor Vehicles, is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

Sec. 22-05. Definitions.

Definitions. The following words, terms or phrases, when used in this Chapter 22, shall have the meanings respectively ascribed to them:

Amusement vehicle shall mean a motorcycle, moped, motor scooter, motorized scooter, low speed street vehicle, golf cart, dune or swamp buggy, go-cart, megacycle, or other vehicle rented or leased to customers which provides locomotion not capable of propelling the vehicle of a speed greater than 45 miles per hour on a street or highway, but not including bicycles.

Bicycles shall mean every vehicle propelled solely by human power, and every motorized bicycle propelled by a combination of human power and an electric helper motor capable of propelling the vehicle at a speed of not more than twenty (20) miles per hour on level ground upon which any person may ride, having two tandem wheels, and including any device generally recognized as a bicycle though equipped with two front or two rear wheels. The term does not include such a vehicle with a seat height of no more than twenty-five (25) inches from the ground when the seat is adjusted to its highest position or a scooter or similar device.

Emergency vehicles shall include, but not be limited to, law enforcement, firefighting, rescue squad, ambulance, or other emergency vehicles which are marked as such.

Fire and safety lane shall mean a fire apparatus or emergency vehicle access way to or beside a commercial building, having an all-weather driving surface of not less than ten (10) feet of unobstructed width and required by governmental authority.

Golf cart shall mean a motor vehicle designed and manufactured for operation on a golf course for sporting or recreational purposes **and that is not capable of exceeding speeds of 20 miles per hour. A low speed vehicle modified pursuant to section 319.14(10)(a), Florida Statutes, shall be considered a golf cart for the purpose of this section once proof of compliance is presented to the City.**

Low speed street vehicle shall mean any four-wheeled vehicles whose top speed is **greater than 20 miles per hour but** is not greater than 25 miles per hour, but shall not include golf carts or

motor scooters. Low-speed vehicles must comply with the safety standards enumerated in C.F.R. s. 571.500 and section 316.2122, Florida Statutes.

Marked fire and safety lane shall mean a fire and safety lane marked by a pavement stripe and posted at intervals of fifty feet (50') or less by signs which state: "Fire and Safety Lane. Parking of motor vehicles prohibited at all times."

Moped shall mean any vehicle with pedals to permit propulsion by human power, having a seat or saddle for the use of the rider and designed to travel on not more than three (3) wheels; with a motor rated not in excess of two (2) brake horsepower and not capable of propelling the vehicle at a speed greater than thirty (30) miles per hour on level ground; and with a power-drive system that functions directly or automatically without clutching or shifting gears by the operator after the drive system is engaged. If an internal combustion engine is used, the displacement may not exceed fifty (50) cubic centimeters.

Motor scooter or scooter shall mean a motorcycle or two or three or four wheeled vehicle powered by a motor with a displacement of fifty (50) cubic centimeters or less or is rated not in excess of two (2) brake horsepower and which is not capable of propelling such ~~motorcycle~~ **motor scooter** at a speed greater than thirty (30) miles per hour on level ground, and shall include a moped as defined in this section FS 316.03(77)(2013), and any other two or three wheeled, self-propelled vehicle for which state law does not require proof of financial responsibility (see FS Chapter 324 (2013)).

Motorized scooter shall mean any vehicle not having a seat or saddle for the use of the rider, designed to travel on not more than three (3) wheels, and not capable of propelling the vehicle at a speed greater than thirty (30) miles per hour on level ground.

Motor vehicle shall mean any self-propelled vehicle not operated upon rails or guideway, but not including any bicycle, motorized scooter, electric personal assistive mobility device, or moped.

Private property shall mean any real property within the city which is privately owned and which is not public property.

Public property shall mean any street or highway which shall include the entire width between the boundary lines of every way publicly maintained for the purposes of vehicular travel, and shall also mean any other publicly owned property or facility.

Registered owner shall mean the person or entity that is registered by state law as the title holder of a motor vehicle on the date that a violation of this section occurs.

Stop, stand or park shall mean any stopping, standing or parking of a vehicle, whether occupied or not, other than momentarily for the purpose of and while actually engaged in loading or unloading merchandise or passengers, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic control sign or signal.

Vehicle shall mean every device including ~~golf carts, bicycles, motor scooters, motor vehicles, and mopeds~~ in, upon, or by which any person or property is or may be transported or drawn upon a highway, excepting devices used exclusively upon stationary rails or tracks.

...

ARTICLE VI. - VEHICLE RENTALS

Sec. 22-100. - Prohibited acts.

(a) It shall be unlawful for any person to rent, lease or hire within the City a **an amusement vehicle**, ~~motorcycle, motor scooter or any other two- or three-wheeled, self-propelled vehicle,~~ or solicit the same within the City, unless each of the following requirements is met:

(1) There is promptly available for delivery **without charge** with each such vehicle available for rental if requested by the customer, protective headgear, ~~and eye-protective devices,~~ **and a florescent highway safety vest**, of a type approved by the Department of Highway Safety and Motor Vehicles, ~~and there is present on the same premises a vest described in this section for each scooter available for rental.~~

~~(2) Protective headgear and an eye-protective device approved by the Department of Highway Safety and Motor Vehicles are furnished without charge if requested by the customer.~~

~~(3)~~ **(2)** For each motor scooter rented, there is affixed to it one of the number of unique medallions issued by the City for that location as required by the City's Land Development Code as a condition of the continuation of the rental of scooters as a non-conforming use.

~~(4) For each motor scooter rented, all occupants are outfitted with a florescent green highway safety vest meeting at a minimum Class 2 ANSI 107-2010 or equivalent revised standards, upon the back of which the word "RENTAL" is applied in black, block letters four inches (4") high, and the occupants are not allowed to leave the rental business on the vehicle unless wearing the vest in a normal fashion on the outside of all clothing or apparel.~~

~~(5)~~ **(3)** All persons who will operate the vehicle hold and have in their possession a valid driver's license authorizing operation of the vehicle upon the public streets of Florida and the name and address of all operators and the number and state of issuance of all licenses shall be made a part of the contract pursuant to which possession of the vehicle is transferred.

~~(6) Reserved.~~

~~(7)~~ **(4)** All operators listed on the rental agreement for each ~~motor scooter~~ **amusement vehicle** shall be required to read, print their name, sign and date a brochure in form and substance approved by the Chief of Police outlining the laws applicable to the operation of ~~motorcycles~~ **the rented amusement vehicle** in Florida (a "Safety Brochure"). The Safety Brochure shall also explain (i) that the City understands that the rental about to commence is more of an amusement ride than transportation, and (ii) ~~that vests are required to maximize the visibility of the amusement vehicles for the occupants' safety and the protection of property, and (iii) that the police are particularly sensitive to reckless and unlawful operation of the amusement vehicles because they have seen frequent injuries and damages caused by them. A subsequent rental on a following day shall require a new Safety Brochure.~~

~~(8)~~ **(5)** There is prominently affixed to such vehicle a current registration decal **or medallion, or both**, supplied by the City.

~~(9) Reserved.~~

~~(10) The entity owning and renting a motorcycle or motor scooter shall have provided and have in effect a policy of insurance through an insurance company licensed to do business in Florida insuring the owner and operator of such rented scooter against loss from liability for bodily injury, death, and property damage arising out of the ownership, maintenance or use of the vehicle in not less than the limits described below and conforming to the requirements of FS 324.151 (2013) subject to the usual policy exclusions that have been approved in policy forms by the Florida Office of Insurance Regulation:~~

~~In the amount of ten thousand dollars (\$10,000) because of bodily injury to, or death of, one (1) person in any one (1) crash; and
Subject to such limits for one (1) person, in the amount of twenty thousand dollars (\$20,000) because of bodily injury to, or death of, two or more persons in any one (1) crash; and
In the amount of ten thousand dollars (\$10,000) because of injury to, or destruction of, property of others in any one (1) crash.~~

~~(11)~~ **(6)** There is conspicuously posted at all entrances to such business premises and above wherever rental forms are signed, on a sign in size and form (including font) approved by the Chief of Police displaying the schedule of maximum deposits allowed and including substantially the following notices:

CITY ORDINANCE REQUIRES DELIVERY OF A WRITTEN ITEMIZATION OF PARTS AND LABOR CHARGED AGAINST A SECURITY DEPOSIT AND A CLEAR PHOTOGRAPH OF ANY DAMAGE CLAIMED.

CITY ORDINANCE PROHIBITS YOUR DEPOSIT BEING USED FOR ANOTHER PERSON UNLESS YOU CONSENT BY SEPARATE WRITTEN INSTRUMENT.

IN ORDER TO RENT A MOTORCYCLE AN AMUSEMENT VEHICLE, YOU MUST HOLD A VALID DRIVER'S LICENSE WHICH WOULD PERMIT YOU TO OPERATE A MOTORCYCLE SUCH VEHICLE IN YOUR HOME STATE.

IT IS ILLEGAL FOR ANYONE NOT LISTED AS AN OPERATOR ON THE RENTAL AGREEMENT TO OPERATE THE RENTAL VEHICLE MOTORCYCLE OR SCOOTER.

TO RENT AN AMUSEMENT VEHICLE A MOTOR SCOOTER YOU MUST READ, SIGN AND HAVE IN YOUR POSSESSION WHILE DRIVING IN THE CITY A "SAFETY BROCHURE" AND WEAR A VEST WHICH THIS BUSINESS WILL GIVE TO YOU.

OPERATING A MOTOR SCOOTER AN AMUSEMENT VEHICLE WITHOUT THE BROCHURE OR WITHOUT WEARING THE VEST, OR VIOLATING ANY FLORIDA TRAFFIC LAWS, WILL SUBJECT YOU TO A CIVIL PENALTY OF BETWEEN \$100 AND \$500 DOLLARS, OR MORE.

Said notice shall have a white background with black Roman lettering in substantially the form on file and available for inspection in the office of the City Clerk.

(b) It shall be unlawful for any person to rent, lease or hire within the City a an amusement vehicle, motorcycle, motor scooter or any other two or three wheeled, self-propelled vehicle, or solicit the same within the City, to a person who is under the influence of alcoholic beverages or any controlled substance. A person is under the influence of alcoholic beverages or any controlled substance when affected to the extent that the person's normal faculties are impaired.

(c) It shall be unlawful for any person to rent, lease or hire within the City an amusement vehicle, or solicit the same within the City, to a person who does not have a valid driver's license authorizing operation of a motor vehicle on public streets of Florida.

(e) **(d)** It shall be unlawful for any person to operate on the public streets of the City a ~~motor scooter~~ an amusement vehicle which is rented, leased or hired within the City, (or within the County, as described and provided below), unless:

(1) The person operating the vehicle is listed as an operator in the rental agreement under which the vehicle is being operated and a copy of that rental agreement is secured in the vehicle or in the possession of the operator; and

(2) The operator of the vehicle has in his or her possession a Safety Brochure dated and signed by him or her that same day.

~~(d) It shall be unlawful for any person to operate on any street or highway under the City's jurisdiction a motor scooter which is rented, leased or hired within the City (or within the County, as~~

~~described and provided below), unless all occupants of the vehicle are wearing on the outside of all clothing or apparel a florescent green highway safety vest upon the back of which the word "RENTAL" is applied in black, block letters four inches (4") high.~~

(e) It shall be unlawful for any person to operate on the public streets of the city a an amusement rental vehicle ~~motor scooter~~ which is rented, leased or hired within the City if there is on or in the vehicle an alcoholic beverage in a container not sealed with the manufacturer's original seal.

(f) The City consents to the applicability within its boundaries, and may enforce against persons who rent, lease, or hire, ~~motor scooters~~ amusement vehicles within the unincorporated area of Bay County bounded by Phillips Inlet, the Intracoastal waterway and St. Andrews Bay, any requirements imposed by Bay County upon such persons to the extent consistent with this article or any interlocal agreement entered between the City and Bay County.

Sec. 22-101. - Overnight rentals and operation of rented motor scooters at night prohibited during college spring break.

As used here, college spring break means the period commencing March 1 at 12:01 a.m. and ending March 31 at 11:59 p.m. each year, unless that period is extended by resolution of the City Council adopted on or before the immediately preceding January 31st as authorized here.

(1) No person who makes a scooter available for rent shall make a scooter available for rent overnight, or rent a scooter overnight or between 7 p.m. and 7 a.m. ~~sunset and sunrise~~ each day, during college spring break.

(2) Any rented scooter operated on the road between 7 p.m. and 7 a.m. at night ~~(between one half hour after sunset and one half hour before sunrise as estimated by the times listed in any local publication or government website)~~ during college spring break shall be confiscated and impounded by the City. Possession of the impounded scooter shall be surrendered to the owner of the scooter, or to his, her or its authorized representative, no sooner than the next business day and only after payment of an impound fee and storage fee in such amounts as may be established by resolution of the City Council from time to time based upon the charges negotiated by the city with private parties for those services.

Sec. 22-102. - Itemization of damage claims.

No person or business renting, leasing or hiring within the City a an amusement vehicle ~~motorcycle, motor scooter, moped or any other two- or three-wheeled, self-propelled vehicle~~, shall make any charge for damage to such vehicle without first delivering to the customer a written, itemized statement of such charge, separately stating each replacement part and its cost, all labor costs, and any other charge made, and one (1) or more color photographs clearly depicting the damaged parts. No additional charge may be made for such statement and photographs.

Sec. 22-103. - Threat of arrest.

No person or business renting, leasing or hiring within the City a an amusement vehicle ~~motorcycle, motor scooter, moped or any other two- or three-wheeled, self-propelled vehicle~~, shall threaten a customer with arrest or criminal prosecution for refusal to pay a damage claim or any other charge.

Sec. 22-104. - Limitations on deposits; cross-collateralization prohibited; exceptions.

(a) No person or business renting, leasing or hiring within the City (hereafter in this section "renting" or "rental") a self-propelled vehicle intended to be operated upon a public street shall accept anything of value as security or collateral for the full performance of the rental agreement therefor (hereafter in this section a "deposit"), other than (i) cash, or (ii) a credit card invoice upon which a maximum amount is clearly written, and in either case not exceeding the amount per vehicle set forth in subsection (d). The fee paid by a customer as consideration for the rental is not a deposit.

(b) Any value transferred to a person or business renting a vehicle within the City in connection with such rental shall be conclusively deemed to be a deposit within the meaning of the forgoing prohibition whenever the circumstances of the rental provide or reasonably infer that such value will be returned to the customer if the customer fully performs the customer's obligations under the rental agreement, including the obligation to pay the cost to repair any damage or loss sustained by the vehicle during the rental period. Nothing herein shall prohibit such person or business from collecting a non-refundable, voluntary fee to limit a customer's liability in the event of damage or loss to the rented vehicle, such a fee not being a deposit; however, any value held to secure satisfaction of the customer's liability so limited is a deposit within the meaning of the forgoing prohibition.

(c) No person or business renting within the City a self-propelled vehicle intended to be operated upon a public street shall permit or require the cash or credit card deposit given by one (1) or more persons, individually or jointly, with respect to one or more vehicles to be applied in excess of the amount per vehicle set forth in subsection (d).

(d) Maximum deposits permitted:

Motor Scooter (2 or 3 or 4 wheel, less than 50cc)	\$150
Electric Cart or Dune Buggy (3 or 4 wheel)	\$300
Motorcycle (50cc or greater)	\$500
All other vehicles	\$500
Vehicle Type	Deposit Cap

Sec. 22-105. - Registration and inspection.

(a) Each amusement vehicle ~~motorcycle, motor scooter, moped or any other two- or three-wheeled, self-propelled vehicle, or low-speed vehicle~~ rented, leased or hired within the City shall be inspected and registered annually with the Chief of Police at the offices of the Police Department at such times as shall be specified by the Chief. The annual application for registration of each vehicle shall include:

- (1) The name, residence and mailing address of the owner, and
- (2) The name, location and mailing address of the rental, etc. business, and

(3) The location of the business where the amusement vehicle will be offered for rental, and

(4.3) A description of each type of vehicle to be rented by the business, including make, model and manufacturer, engine displacement, maximum brake horsepower, maximum seat height from ground, and whether equipped with pedals to permit propulsion by human power, and

(5.4) The approximate number of vehicles of each type to be rented by the business, subject to a continuing obligation to promptly advise the Chief of Police of any material change in such number, and

(6.5) A description of each type of protective headgear and eye protective device to be used, including manufacturer, make model and serial number, if any, and the approximate number of each type, and

(7.6) Evidence satisfactory to the City of ~~any the trust deposit or bond~~ **financial responsibility** required by law.

(b) Each application shall be accompanied by a registration fee in the amount of fifty dollars (\$50), plus one dollar (\$1) for each decal **or medallion** furnished, to defray the cost of enforcing the regulations contained in this Article.

(c) Each registration shall expire on December 31 next following issuance, regardless of the date of issuance. **However, any medallion issued for a low speed vehicle which is not timely renewed by December 31 for the following calendar year shall be void and of no further use or effect.**

(d) Each vehicle to be rented pursuant to this Article shall be inspected by the Chief of Police or his designee to confirm that the **vehicle meets all applicable local, state, and federal safety standards, including but not limited to, confirming that the** throttle, brakes, lights, blinkers and horn are in apparent working order, that the vehicle has a current tag and does not appear to leak fuel.

(e) If all conditions in the application and inspection are met, the Chief of Police or his designee shall supply and place upon each vehicle to be rented a decal **or medallion, or both**, in form and content specified by the Chief of Police or his designee, to identify the vehicle as a rental vehicle associated with the business renting the vehicle.

(f) Within 30 days after the amusement vehicle registration period closes, the Chief of Police shall submit to the City Council the current inventory of each type of amusement vehicle registered for rental in the City and recommend whether further regulation is necessary.

Sec. 22-105.5. – Limitation on number of Low Speed Vehicles to be rented in the City.

(a) The number of low speed vehicles available for rental in the City shall not exceed 300.

(b) On the effective date of this Ordinance, Low Speed Vehicle Rental Businesses shall be limited to offering for rental in the City the number of low speed vehicles such business had registered with the City for rental on May 12, 2016, or such higher numbers as are registered pursuant to section 22.105.5(c). For purposes of this Ordinance, Low Speed Vehicle Rental Business shall mean the following named persons or entities:

- (1) Classy Cycles dba California Cycles/Outlaw Cycles**
- (2) Classic Rentals, Inc.**

- (3) MOT Dead Sea, Inc., dba King of Scooters
- (4) The Hangout by the Sea
- (5) Sara's Rentals, Inc.
- (6) Bike the Beach PCB

(c) Each Low Speed Vehicle Business delineated in section (b) shall apply for and be granted up to 50 low speed vehicle medallions in accordance with procedures of section 22-105 of this chapter and as designated by the Chief of Police.

(d) The City shall prepare and issue for each Low Speed Vehicle Rental Business a number of medallions unique to that business, and each Low Speed Vehicle available for rent at a Low Speed Vehicle Rental Business must have one of those medallions affixed to it. Failure to register a low speed vehicle pursuant to Section 22-105 will result in the loss of medallions to which a low speed rental business may be entitled, though such businesses shall be permitted to obtain medallions pursuant to section (e) herein.

(e) Once issued, low speed vehicle medallions may only be transferred by a Low Speed Vehicle Rental Business to another person or entity under the following conditions:

(1) all, but no less than all, of the issued medallions unique to the existing business are conveyed to a third party, in conjunction with a sale of the existing business to that same third party. Any rights to unissued medallions of the existing business shall not survive any sale pursuant to this section; and

(2) if any real property interests are being conveyed by an existing business to a third party as part of the transaction contemplated above in order for such third party to carry on the rental of low speed vehicles at a certain location, the use and structures on the real property conveyed conform to the standards for Low Speed Vehicle Rental Businesses set forth in Section 5.04.07 of the City's Land Development Code. The third party to whom a low speed vehicle rental business is transferred shall enjoy no grandfathering from the requirements of Section 5.04.07 of the City's Land Development Code.

Sec. 22-105.56. - Enforcement and penalties.

(a) The City finds that a violation of any section of this Article, except Section 22-105, presents a serious threat to the public health, safety and welfare which is irreparable and irreversible and of an itinerant or transient nature.

(b) Each violation of this Article shall constitute a separate, civil infraction within the meaning of Florida Statutes Chapter 162, Part II, punishable by a civil penalty in the amount specified below unless a different amount is specified in the section violated.

First violation of this Article:\$100.
 Second violation of this Article:\$200.
 Third and all subsequent violations of this Article:\$500.

Unless otherwise specified, a person who does not contest the civil citation for violation of this Article shall be subject to a civil penalty in the following amount:

First violation of this Article:\$50.
 Second violation of this Article:\$100.
 Third and all subsequent violations of this Article:\$250.

The penalty for uncontested civil citations may be paid directly to the City Clerk.

(c) This Article may be enforced by the issuance of a civil citation by a sworn police officer of the City who has reasonable cause to believe that a person has violated any section of this Article. All sworn police officers of the City shall be considered code enforcement officers for the purpose of enforcing every section of this Article. A citation issued under any section of this Article may be contested in the county court for Bay County, Florida. The civil citation shall contain the matters specified in § 162.21 Florida Statutes (2013), or subsequent, superseding legislation, in form approved by the Chief of Police. Any person who willfully refuses to sign and accept a citation issued pursuant to this section shall be guilty of a misdemeanor of the second degree, punishable as provided in §§ 162.21(6), 775.082 & 775.083, Florida Statutes or subsequent, superseding legislation. In addition to the penalties specified in this Article, a person voluntarily paying a civil citation or convicted of a civil citation shall be required to bear all costs and fees imposed by the County Court or the office of the Clerk.

(d) Any amusement vehicle operated on the road without a medallion shall be confiscated and impounded by the City. Possession of the impounded amusement vehicle shall be surrendered to the owner of the vehicle, or to his, her or its authorized representative, no sooner than the next business day and only after payment of an impound fee and storage fee in such amounts as may be established by resolution of the City Council from time to time based upon the charges negotiated by the City with private parties for those services.

(e) The penalties provided here are cumulative to any other civil or criminal penalties available for violation of this the Panama City Beach Code of Ordinances, or state law.

(f)(e) Each day (any 24 consecutive hour period) that a continuing violation of this Chapter occurs or continues shall constitute a separate, civil infraction punishable by a civil penalty in the cumulative amount specified above. Repeat violations by a single person or entity may relate to different requirements imposed by this law and in different circumstance and still constitute a repeat violation for the purpose of determining the civil penalty due.

ARTICLE VII. GOLF CARTS

Sec. 22-106. Intent.

Sec. 22-107. Designated streets.

Sec. 22-108. Operation requirements and penalty.

Sec. 22-106. Intent.

It is the intent of this article to permit and regulate the use of golf carts upon the streets of the City by licensed drivers ~~during the hours between sunrise and sunset.~~

Sec. 22-107. Designated streets.

(a) Golf carts shall be allowed to operate upon any street located within the City on [the effective date of this ordinance], except the following:

- (i) East-West streets:
 - Front Beach Road (State Road 30)
 - Hutchison Boulevard (Middle Beach Road)
 - Panama City Beach Parkway (State Road 30A or Highway 98)
 - Thomas Drive South Thomas Drive
 - North Lagoon Drive
- (ii) North-South streets:
 - Beach Boulevard (from South Thomas Drive to Front Beach Road)
 - Churchwell Road
 - Beckrich Road

Alf Coleman Road
Clara Avenue
Hill Road
Powell Adams Road
Highway 79

(b) Golf carts shall be permitted to cross any street listed above only at such points as are from time to time designated by resolution of the City Council where authorized, or the FDOT, and marked as crossing points with official signage.

Sec. 22-108. Operation requirements and penalty.

It shall be unlawful to operate a golf cart on any City street unless:

- (a) The operator **is at least 14 years of age;** ~~holds a valid, current driver's license;~~
- ~~(b) The golf cart is operated during the hours between sunrise and sunset;~~
- ~~(bc)~~ The golf cart is operated in accordance with State or City traffic regulations;
- ~~(cd)~~ Such operation does not obstruct or interfere with normal traffic flow;
- ~~(de)~~ The golf cart carries no more passengers than the number for which the golf cart was designed to carry; and
- ~~(ef)~~ The golf cart is installed with efficient brakes, reliable steering apparatus, safe tires, a rearview mirror, and red reflectorized warning devices on both the front and rear.

A violation of this section is a noncriminal traffic infraction, punishable pursuant to chapter 318, Florida Statutes.

SECTION 3. From and after the effective date of this ordinance, Section 1.07.00 of the Land Development Code of the City of Panama City Beach related to Definitions, is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

1.07.00 Acronyms and Definitions

...

Low Speed Vehicle: The term "**Low Speed Vehicle**" means any four-wheeled vehicles whose top speed is greater than 20 miles per hour but is not greater than 25 miles per hour, but shall not include unmodified golf carts or motor scooters. Low-speed vehicles must comply with the safety standards enumerated in C.F.R. s. 571.500 and section 316.2122, Florida Statutes.

Low Speed Vehicle Rental Businesses. The term "**Low Speed Vehicle Rental Business**" means a commercial establishment or place of business at which a **Low Speed Vehicle** is rented on a short-term basis and which possession of such vehicle is delivered to customers onsite for immediate use from that rental establishment or place of business. A **Low Speed Vehicle Rental Business** shall not include businesses where Low Speed Vehicles are sold but are not made available for rent.

SECTION 4. From and after the effective date of this ordinance, Section 5.04.07 of the Land Development Code of the City of Panama City Beach related to Low Speed Vehicle Rentals and Sales, is created to read as follows:

5.04.07 Low Speed Vehicle Rental, Sales and Services

A. Location and Distance limitations.

1. **Low Speed Vehicle Rental Business** shall be located only on parcels fronting a road with a posted speed limit of 35 miles per hour or less.
2. **Low Speed Vehicle Rental Business** shall be located no closer than one thousand five hundred (1,500) feet to a **Single Family Residential** zoning district (R-1, R-1B, R-1C, R-1CT, and R-0).
3. No **Low Speed Vehicle Rental Business** opened or established after [the effective date of this Ordinance] shall be located within five hundred (500) feet from the next closest **Low Speed Vehicle Rental Business**.

B. Display of Low Speed Vehicles - All new Low Speed Vehicle Rental Businesses shall comply with the following Vehicle Display and appearance requirements.

1. The outdoor display of **Low Speed Vehicles** shall be limited to areas that are not otherwise required for compliance with the parking requirements of section 4.05.02.A of this Code, landscaping requirements of this Code, or any other condition required under any provision of this Code or the City's Code of Ordinances. Except as provided herein, no Low Speed Vehicles may be displayed outdoors on the **Premises** of any **Low Speed Vehicle Rental Business** in such a way as to be visible from a **Scenic Corridor** or on any portion of a property lying between the primary business entrance and the ROW.
2. All outdoor display of **Low Speed Vehicles** shall be on a hard, durable surface such as concrete or compacted gravel.
3. All **Low Speed Vehicles** displayed shall be properly anchored, secured, or stored in such a manner to avoid shifting or movement
4. **Low Speed Vehicles** awaiting departure or recently returned may not be displayed or otherwise visible from a **Scenic Corridor** or on any portion of a property lying between the primary business entrance and the ROW.

- C. Repair and maintenance activities are limited to equipment rented on site, and shall be conducted within enclosed structures and otherwise screened from view of a **Scenic Corridor**.
- D. The **Use**, including any signage or other display of merchandise, shall not interfere with pedestrian movement along public sidewalks or public entrances or otherwise create an unsafe condition and shall be in full compliance with all applicable federal and state accessibility standards, including but not limited to, the Americans with Disabilities Act.
- E. After the effective date of this Ordinance, there shall be no storage, parking, **Vehicle** display, signs, banners, tents or other **Accessory** or sales activity on the public right of way.
- F. All **Low Speed Vehicle Rental Businesses**, regardless of their location in the City, shall comply with the requirements of Section 7.02.03G of this Code relating to the use of Front Yards and the items authorized within them, except that with regard to Low Speed Vehicle Rental businesses the width of the Front Yard established for such use may be at least 90% the width of the front of the principal building existing at that business location on the effective date of this Ordinance.
- G. **Sign and Appearance Requirements** -- All **Low Speed Vehicle Rental Businesses** shall comply with the following Sign and appearance requirements. **Low Speed Vehicle Rental Businesses** existing on May 12, 2016, shall have until February 23, 2018 to come into compliance with these requirements. All capitalized terms used in this section shall have the meanings ascribed in the City of Panama City Beach Sign Code, as amended from time to time, which ordinance shall apply to the extent not inconsistent with this section.
 - 1. All Signs shall be flat **Wall Signs**.
 - 2. The amount of allowable **Sign Area** shall be one square foot of **Sign Area** per linear foot of **Frontage** of that **Premises**, to a maximum of twenty-five (25) square feet.
 - 3. **Free-Standing On-Premises Signs** are prohibited.
- H. A **Low Speed Vehicle Rental Business** shall be limited to offering a maximum of fifty (50) **Low Speed Vehicles** for rental at any one location. This limitation shall not be interpreted to limit the number of vehicles that may be stored or displayed indoors at a location that can reasonably accommodate the storage or display of such vehicles, or to permit the rental or storage of any number of low speed vehicles beyond the site's capacity to reasonably accommodate that number of vehicles.
- I. **Section Not Independently Authorizing Use**. Nothing in this section shall be construed to permit the establishment or maintenance of any **Low Speed Vehicle Rental Business** not otherwise permitted by the other chapters of this LDC or any other applicable law.

SECTION 5. From and after the effective date of this ordinance, Table 4.05.02.A of the Land Development Code of the City of Panama City Beach related to Parking Space Requirements, is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

Table 4.05.02.A: Parking Space Requirements

Type of Use or activity	Minimum Number of Spaces
<u>Low Speed Vehicle</u> , motorcycle, and paddle boat rentals	1 per employee on the largest shift, plus 1 per 2 rental <u>Vehicles</u> .

SECTION 6. From and after the effective date of this ordinance, Table 2.03.02 of the Land Development Code of the City of Panama City Beach related to Land Uses in Base Zoning Districts, is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

Table 2.03.02: Land Uses in Base Zoning Districts

Land Uses	AR	R-1a	R-1b	R-1c	R-1cT	RO	RTH	R-2	R-3	CL	CM	CH	M1	C	R	PF
<u>Low Speed Vehicle Rental Business</u>												S <u>5.04.0</u> Z				

SECTION 7. HARDSHIP EXTENSION OF TIME FOR COMPLIANCE WITH SIGN AND APPEARANCE REQUIREMENTS -- To mitigate any potential economic impact and to prevent any alleged taking of private property that could be caused by the operation of Section 5.04.07(G) of the Panama City Beach Land Development Code, the owner or real property or operator of a Low Speed Vehicle Rental Business may apply to the City Council for an extension of time within which to comply with Subsection G on the grounds that the effect of subsection G within the allotted time causes undue hardship by depriving that person of the ability to recoup any reasonable investment made by that entity in signs or other property deemed nonconforming by Subsection G.

(a) Time and Manner of Application - An application for an extension of time within which to terminate a use made nonconforming by the provisions of subsection G may be filed by the owner of the affected real property upon which such use is operated, or by the operator of the use. Such an application must be filed with the City Manager at least ninety (90) days but no more than one hundred eighty (180) days prior to the time established in subsection G for termination of such use.

(b) Procedure and Decision: If an application is made to the City Manager pursuant to this subdivision, a public hearing before the City's Planning Board shall be set by the City Manager and duly noticed at least ten (10) days prior to hearing. After considering the recommendation of the Planning Board, and all evidence submitted in support of and opposition to the application for hardship extension, the Council may grant a limited extension on terms and conditions that

are fair, reasonable and consistent with the protection of the public health, safety and welfare to prevent a taking of undue hardship or a taking of private property without just compensation. Such application shall be subject to any fee set by the City Council from time to time by resolution.

SECTION 8. SUNSET. The provisions of this ordinance creating Section 22-105.5 of the Panama City Beach Code of Ordinances shall cease to be effective two (2) years from the effective date of this Ordinance unless otherwise extended in accordance with applicable law.

SECTION 9. REPEAL. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

SECTION 10. CODIFICATION. The appropriate officers and agents of the City are authorized and directed to codify, include and publish in electronic format the provisions of this Ordinance within the Panama City Beach Code of Ordinances and the Panama City Beach Land Development Code, and unless a contrary ordinance is adopted within ninety (90) days following each such publication, each codification of this Ordinance shall become the final and official record of the matters herein ordained and there codified. Section numbers may be assigned and changed whenever necessary or convenient.

SECTION 11. SEVERABILITY. If any section, subsection, clause, phrase, or provision of this Ordinance is held invalid or unconstitutional, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

SECTION 12. EFFECTIVE DATE. This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ____ day of _____, 2017.

MAYOR

ATTEST:

CITY CLERK

EXAMINED AND APPROVED by me this ____ day of _____, 2017.

MAYOR

Published in the _____ on the ____ day of _____, 2017 and on the ____ day of _____, 2017.

Posted on pcbgov.com on the ____ day of _____, 2017.

REGULAR AGENDA

ITEM 2



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Panama City Beach Police Department/Chief Drew R. Whitman

2. MEETING DATE:

02/23/2017

3. REQUESTED MOTION/ACTION:

Budget Amendment/JAG-D grant: Police Motorcycle Communication Headsets

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED Yes No N/A

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

On 01/21/2017, the Panama City Beach Police Department received notification of approval for the 2017 JAG-D Police Motorcycle Communication Headsets grant. The Department has a motorcycle unit consisting of 6 police motorcycles and 8 police officers. Currently the only means of radio communication is their police radio and lapel microphone. This proves problematic when trying to coordinate events and/or maneuvers, such as escorts. Clear and effective communication while traveling down the road is nearly impossible because of the wind noise and creates an officer safety hazard, because operating the lapel microphone requires the rider to remove his/her hand from the handlebars. The latest example would be a recent escort of a dignitary from the airport to a predetermined location on the beach. Half way through the escort, Secret Service changed the route, and coordinating the updates proved difficult for the motorcycle unit. The need for a push button wireless radio transmission system is mission essential; the funds from this grant would help facilitate the purchase of such a system. The total amount of the grant is \$8,666.00 and the total cost of the project is \$10,656.00; therefore the difference of \$1,990.00 will be paid by the Panama City Beach Police Department.

RESOLUTION 17-50

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA; APPROVING THE PURCHASE OF EIGHT MOTORCYCLE COMMUNICATION HEADSETS AND ACCESSORIES FROM BLUE LINE COMMUNICATIONS IN THE TOTAL AMOUNT OF \$10,656 TO BE PAID FROM THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT AND BY THE PANAMA CITY BEACH POLICE DEPARTMENT; AUTHORIZING A BUDGET AMENDMENT TO PROVIDE FOR THE RECEIPT AND EXPENDITURE OF FUNDS FOR THIS PURPOSE; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, On January 21, 2017, the City was awarded the Edward Byrne Memorial Justice Assistance Grant in the amount of \$8,666 for the project entitled POLICE MOTORCYCLE COMMUNICATION HEADSET; and

WHEREAS, the City's police department would like to use this grant money to purchase eight motorcycle communication headsets and accessories for sworn officers; and

WHEREAS, neither the receipt of the grant nor the headsets were anticipated when the budget was prepared, such that this revenue and these expenses were not included in the budget for FY2016-17; and

WHEREAS, a budget amendment is necessary to reflect the total revenue of \$8,666 to be received from the grant and the expenditure of a like amount for items requested in the grant agreement.

WHEREAS, the difference of \$1,990 will be paid by the Panama City Beach Department.

NOW THEREFORE 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 Blue Line Communications for the purchase of eight motorcycle communication headsets and accessories, in the total amount of Ten Thousand Six Hundred Fifty Six Dollars (\$10,656), on substantially the terms set forth in the quote attached as Exhibit A, with such changes, insertions or omissions as may be approved by the City Manager, and his execution of such agreement shall be conclusive evidence of such approval.
2. The following budget amendment #17 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, 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 _____ day of February, 2017.

CITY OF PANAMA CITY BEACH

By _____
MIKE THOMAS, MAYOR

ATTEST:

DIANE FOWLER, CITY CLERK



Florida Department of Law Enforcement

Richard L. Swearingen
Commissioner

JAN 26 2017

Business Support
Office of Criminal Justice Grants
Post Office Box 1489
Tallahassee, FL 32302-1489
(850) 617-1250
www.fdle.state.fl.us

Rick Scott, Governor
Pam Bondi, Attorney General
Jeff Atwater, Chief Financial Officer
Adam Putnam, Commissioner of Agriculture

Honorable Mike Thomas
Mayor
City of Panama City Beach
110 South Arnold Road
Panama City Beach, FL 32413-2140

Re: Contract No. 2017-JAGD-BAY-3-F8-038

Dear Mayor Thomas:

The Florida Department of Law Enforcement is pleased to award an Edward Byrne Memorial Justice Assistance Grant (JAG) subgrant to your unit of government in the amount of \$ 8,666.00 for the project entitled, POLICE MOTORCYCLE COMMUNICATION HEADSETS. This subaward is approved under Florida's state JAG award 2016-MU-BX-0073 from the Department of Justice (DOJ). These funds shall be utilized for the purpose of reducing crime and improving public safety and the criminal justice system.

Enclosed is a copy of the approved subaward application with the referenced contract number and standard conditions. This subaward is subject to all administrative and financial requirements, including timely submission of all financial and performance reports and compliance with all standard conditions.

Information from subawards and performance reports are provided to the DOJ Performance Measurement Tool (PMT) and Federal Funding Accountability and Transparency Act (FFATA) systems to meet federal transparency requirements. Contract and grant information is also provided to the State of Florida, Department of Financial Services (DFS) via the Florida Accountability Contract Tracking System (FACTS). This grant agreement and all correlating information including general contract, performance, amendment/modification information and a copy of the grant document is provided to FACTS to meet requirements under Chapter 2013-54 and 2013-154 Laws of Florida. If this agreement contains confidential or exempt information not subject to disclosure under Chapter 119, F.S., please contact the Office of Criminal Justice Grants (OCJG) for guidance on requesting exemption.

Please complete and return the enclosed forms within 30 calendar days from the date of award. Completion of the Certificate of Acceptance constitutes official acceptance of the subaward and must be received by the Department prior to reimbursement of any project expenditures.

Some costs require prior written approval from OCJG and DOJ before beginning project activities. If your subaward contains any such items or those listed on the Bureau of Justice Assistance (BJA) Controlled Expenditures List, a grant adjustment with accompanying written request will be required. A correlating special condition on your subgrant award in the Subgrant Information Management ON-Line (SIMON) system may also be included.

We look forward to working with you on this project. Please contact me or Senior Management Analyst Supervisor Randall Smyth at (850) 617-1250 if you have any questions or we can be of further assistance.

Sincerely,

Petrina Tuttle Herring
Bureau Chief

PTH/ar

Enclosures

**State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308**

CERTIFICATION OF ACCEPTANCE OF SUBGRANT AWARD

The subgrantee, through its authorized representative, acknowledges receipt and acceptance of subgrant award number 2017-JAGD-BAY-3-F8-038, in the amount of \$ 8,666.00, for a project entitled, POLICE MOTORCYCLE COMMUNICATION HEADSETS, for the period of 02/01/2017 through 06/30/2017, to be implemented in accordance with the approved subgrant application, and subject to the Florida Department of Law Enforcement's Standard Conditions and any special conditions governing this subgrant.

This subaward requires that the subrecipient adhere to the following:

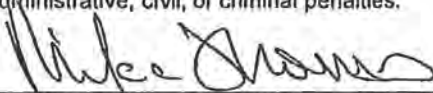
No recipient or subrecipient, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to restrict, the reporting of waste, fraud or abuse in accordance with the law to a department or agency authorized to receive such information. This is not intended to contravene requirements applicable to classified, sensitive or exempt information.

In accepting this award, the subgrantee certifies that it neither requires nor has required employees or contractors to sign such internal confidentiality agreements or statements.

The City of Panama City Beach must undertake a review to validate its compliance with 8 U.S.C. § 1373. If determined to be in compliance at the time of review, the City of Panama City Beach must submit documentation that contains a validation to that effect and includes an official legal opinion from counsel (including related legal analysis) adequately supporting the validation.

If the City of Panama City Beach determines it is not in compliance at the time of review, sufficient and effective steps must be taken to bring the City of Panama City Beach into compliance therewith and thereafter submit documentation that details the steps taken, contains a validation that the City of Panama City Beach has come into compliance, and includes an official legal opinion from counsel (including related legal analysis) adequately supporting the validation.

In accepting this award, the subgrantee unit of government certifies it will provide documentation to FDLE's Office of Criminal Justice Grants by March 31, 2017. Failure to comply with this condition could result in the withholding or repayment of grant funds, suspension or termination of the grant, ineligibility for future FDLE subawards, or other administrative, civil, or criminal penalties.



(Signature of Subgrantee's Authorized Official)

Mike Thomas, Mayor

(Print Name and Title of Official)

City of Panama City Beach

(Name of Subgrantee)

2/13/17

(Date of Acceptance)

**State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308**

ATTESTATIONS AND CERTIFICATIONS

This form is required to be completed by the authorized official, or authorized official designee, of all subgrantee units of government receiving Edward Byrne Memorial Justice Assistance Grant (JAG) program federal pass-through funding from the Florida Department of Law Enforcement. In accepting this award, the subgrantee certifies that it will comply with the requirements set forth below and/or any other requirements of the subaward. Failure to do so may result in a hold or freeze on the drawdown of federal funds, and/or suspension or termination of the agreement.

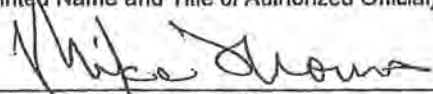
Procurement Standards: The subgrantee, through its authorized representative, certifies the unit of government below has written procurement policies and standards that are compliant with the requirements set forth in the Office of Management and Budget (OMB) Uniform Requirements, 2 C.F.R. §§ 200.317-326, and OJP Financial Guide, Section 3.8. Additionally, the subgrantee assures these policies and standards will be utilized for all federal grant related procurement activities.

Conflict of Interest: Decisions related to use of these grant funds must be free of undisclosed personal or organizational conflicts of interest, both in fact and in appearance. The subgrantee, through its authorized representative, certifies the unit of government below is compliant with OMB Uniform Requirements, 2 C.F.R. § 200.112, and OJP Financial Guide, Section 3.20 regarding Conflict of Interest, and will notify FDLE Office of Criminal Justice Grants, in writing, of any potential conflicts of interest in accordance with this agreement. The recipient also agrees to disclose in a timely manner, in writing, all violations of state or federal criminal law involving fraud, bribery or gratuity violations.

Organization Name: City of Panama City Beach

Subaward Number: 2017-JAGD-BAY-3-F8-038

Mike Thomas, Mayor
(Printed Name and Title of Authorized Official)


(Signature of Authorized Official)

2/13/17
(Date)

SUBGRANT AWARD CERTIFICATE

Subgrantee: City of Panama City Beach

Date of Award: 1/21/2017

Grant Period: From: 02/01/2017 TO: 06/30/2017

Project Title: POLICE MOTORCYCLE COMMUNICATION HEADSETS

Grant Number: 2017-JAGD-BAY-3-F8-038

Federal Funds: \$ 8,666.00

State Agency Match:

Local Agency Match: \$ 0.00

Total Project Cost: \$ 8,666.00

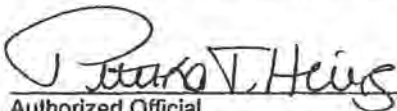
CFDA Number: 16.738

Award is hereby made in the amount and for the period shown above of a subgrant under Part E of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 as amended Subpart 1 of such part (42 U.S.C. 3751-3759); the Consolidated Appropriations Act, 2008, Public Law 110-161; and Public Law 109-162, Title XI, Department of Justice Reauthorization, Subtitle B, Improving the Department of Justice's Grant Programs, Chapter 1, Assisting Law Enforcement and Criminal Justice Agencies, Section 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program, to the above mentioned subgrantee and subject to any attached or special conditions.

This award is subject to all applicable rules, regulations, and conditions as contained in the Office of Justice Programs (OJP) Financial Guide, Common Rule for State and Local Governments, or OMB Uniform Grant Guidance (2 CFR Part 200), in their entirety. It is also subject to the attached standard conditions and such further rules, regulations and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of P.L. 90-351, as amended, and P.L. 100-690.

This award is a cost-reimbursement agreement for satisfactory performance of eligible activities. Requests for reimbursement may be submitted quarterly or monthly as designated in the Financial Section of the agreement. Requests for reimbursement will be processed in conjunction with receipt and review of programmatic performance reports to determine successful completion of minimum performance for deliverables. Expenditures must be supported with documentation and verified during annual monitoring. Failure to comply with provisions of this agreement, or failure to meet minimum performance specified in the agreement will result in required corrective action up to and including project costs being disallowed, withholding of federal funds and/or termination of the project, as specified within the terms of the agreement and OMB Uniform Guidance 200.338 - 200.342.

This grant shall become effective on the beginning date of the grant period provided that within 30 days from the date of award, a properly executed Certificate of Acceptance of Subgrant Award is returned to the Department.



Authorized Official
Petrina Tuttle Herring
Bureau Chief

1/21/2017

Date

This award is subject to special conditions (attached).

**State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308**

SPECIAL CONDITION(S)/GENERAL COMMENT(S)

Awarding Agency: Office of Criminal Justice Grants

Grant Number: 2017-JAGD-BAY-3-F8-038

Grant Title: POLICE MOTORCYCLE COMMUNICATION HEADSETS

In addition to the general conditions applicable to fiscal administration, the grant is subject to the following Special Condition(s)/General Comment(s):

Ref# S35565: By accepting this subaward, the subrecipient agrees to undertake a review to validate its compliance with 8 U.S.C § 1373 as described in the Certificate of Acceptance of Subgrant Award. Documentation must be submitted by the City of Panama City Beach to FDLE's Office of Criminal Justice Grants by March 31, 2017. Failure to comply with this condition could result in the withholding of grant funds for all subawards for the City of Panama City Beach, suspension or termination of subgrants, Ineligibility for future grants or subgrants, or other administrative, civil, or criminal penalties, as appropriate.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Subgrant Recipient

Organization Name: City of Panama City Beach
County: Bay

Chief Official

Name: Mike Thomas
Title: Mayor
Address: 110 South Arnold Road
City: Panama City Beach
State: FL **Zip:** 32413-2140
Phone: 850-233-5100 **Ext:**
Fax:
Email: mthomas@pcb.gov.com

Chief Financial Officer

Name: Holly White
Title: City Clerk
Address: 110 South Arnold Road
City: Panama City Beach
State: FL **Zip:** 32413-2140
Phone: 850-233-5054 **Ext:** 2402
Fax: 850-233-5013
Email: hwhite@pcb.gov.com

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

--

Implementing Agency

Organization Name: Panama City Beach Police Department
County: Bay

Chief Official

Name: Drew Whitman
Title: Chief of Police
Address: 17110 Firenzo Street
City: Panama City Beach
State: FL **Zip:** 32413-2128
Phone: 850-233-5000 **Ext:**
Fax: 850-233-5013
Email: dwhitman@beachpolice.org

Project Director

Name: Danny McDonald
Title: Lieutenant
Address: 17115 Panama City Beach Parkway
City: Panama City Beach
State: FL **Zip:** 32413-5227
Phone: 850-233-5000 **Ext:**
Fax:
Email: dmcdonald@beachpolice.org

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

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General Project Information

Project Title: POLICE MOTORCYCLE COMMUNICATION HEADSETS
Subgrant Recipient: City of Panama City Beach
Implementing Agency: Panama City Beach Police Department
Project Start Date: 2/1/2017 **End Date:** 6/30/2017

Problem Identification

The Panama City Beach Police Department motorcycle unit consists of 6 police motorcycles and 8 police officers. Currently the only means of radio communication is their police radio and lapel microphone. This proves problematic when trying to coordinate events and/or maneuvers, such as police escorts. Clear and effective communication while traveling down the road is nearly impossible because of the wind noise and creates an officer safety hazard, because operating the lapel microphone requires the rider to remove his/her hand from the handlebars. The need for headsets and a push button wireless radio transmission system is mission essential; the funds from this grant would help facilitate the purchase of such a system.

The grant funding from the prior year, 2016-JAGD-BAY-2-H4-063, was very beneficial and has enabled us to purchase other public safety equipment without utilizing our general budgeted funds.

Project Summary (Scope of Work)

The Panama City Beach Police Department proposes to utilize the awarded grant funds toward the purchase of push button wireless systems for the motorcycle unit; six (6) motor kits for the six motorcycles and eight (8) helmet kits for the individual police officers in the unit. Each officer has their own custom tailored helmet that would need the helmet kit and speaker microphone installed. This equipment is crucial to effectively communicate with other officers and agencies with officer safety being paramount.

Documentation of the purchased items will consist of original copies of the procurement process (including quotes, competitive bids, solicitation/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, and proof of payment.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 2 Project Overview

Section Questions:

Question: What percentage of the total cost of this project is being funded by sources other than this award?

Answer: 19

Question: What is the name of the jurisdiction your agency serves? (i.e., your city or your county)

Answer: City of Panama City Beach, Bay County, Florida

Question: What is the combined population of the jurisdiction(s) your agency serves, according to the 2010 census?

Answer: 12018

Question: What is the physical address of the location being used to provide services for this project? If services are being provided at more than one location, list all of them.

Answer: 17115 Panama City Beach Parkway
Panama City Beach, FL 32413

Question: Describe your agency (e.g., municipal government, school board, sheriff's office).

Answer: Municipal government

Question: Have you verified that the subgrantee has an active and current registration in SAM.gov? (If no, funds will not be available for drawdown.)

Answer: Yes

Question: What is the Operating Capital Outlay threshold used by the subgrantee? (Verify this with your finance director.) If the implementing agency is a sheriff's office, indicate the sheriff's office's threshold instead.

Answer: \$10,000.00

Question: Does the subgrantee receive a single grant in the amount of \$750,000 or more from the U.S. Department of Justice?

Answer: No

Question: Does the implementing agency receive a single grant in the amount of \$750,000 or more from the U.S. Department of Justice?

Answer: No

Question: In your organization's preceding completed fiscal year, did your organization (the subgrantee) receive at least (a) 80 percent or (b) \$25,000,000 of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Answer: No

Question: If you answered yes above, does the public have access to information about the compensation of the executives in your organization (the subgrantee) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? If answer to Part 1, above, was "no," answer N/A.

Application for Funding Assistance

Florida Department of Law Enforcement
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Answer: N/A

Application for Funding Assistance

Florida Department of Law Enforcement
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Section 3 Performance

General Performance Info:

Performance Reporting Frequency: Quarterly

Federal Purpose Area: 01 - Law Enforcement (Includes Task Forces)

State Purpose Area: 1G - General Questions (Required)

Objectives and Measures

Objective: General Questions - Required questions for all recipients.

Measure: General 01

Will your organization be using the crimesolutions.gov website during the grant period regardless of JAG funding? Crimesolutions.gov provides information on several crime reduction and prevention programs and practices.

Goal: No

Measure: General 02

Will your organization be using the National Training and Technical Assistance Center (NTTAC) during the grant period, regardless of JAG funding? The NTTAC serves as BJA's training and technical assistance center. You can find resources, tools, webinars, and TTA support on a variety of criminal justice issues and initiatives.

Goal: No

Measure: General 03

Will your organization be using the NCJP.org website during the grant period, regardless of JAG funding? NCJP.org contains resources to support strategic planning, program development, and implementation of evidence-based policy and practice.

Goal: No

Measure: General 04

Will your organization be using the Evidence-Based Policing Matrix during the grant period regardless of JAG funding? The Evidence-Based Policing Matrix provides information on evidence-based practices for law enforcement.

Goal: No

Measure: General 05

Will your organization be using the What Works in Reentry Clearinghouse during the grant period regardless of JAG funding? The clearinghouse provides research on the effectiveness of reentry programs and practices.

Goal: No

Measure: General 06

Application Ref # 2017-JAGD-1921

Section #3 Page 1 of 3

Contract 2017-JAGD-BAY-3-F8-

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

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Will your organization be using Research to Practice during the grant period regardless of JAG funding? Research to Practice promotes the dissemination of research on drug courts to practitioners and policymakers.

Goal: No

Measure: General 07

Will your organization be using any other resources during the grant period regardless of JAG funding? If yes, please describe them.

Goal: no

Measure: General 08

During the grant period, will your agency conduct or sponsor (with or without JAG funds) a survey or focus group of citizens on any of the following topics? Enter all that apply from the following list: Public satisfaction with police services; public satisfaction with prosecution services; public satisfaction with public defender/indigent defense services; public satisfaction with courts; public perceptions of crime/disorder problems; personal crime experiences of citizens; none of the above; unsure/don't know.

Goal: no

Measure: General 09

During the grant period, which of the following community activities will your organization be involved in, with or without JAG funds and how often will they each occur (yearly, monthly, etc.)? Choose from the following list: Hosting community meetings; attending community meetings; distributing a newsletter, e-mail, or other bulletin; attending community events; conducting social media activities; conducting outreach to minority populations; other (please describe)

Goal: Conducting social media activities such as facebook and twitter on a weekly basis.

Measure: General 10

Law Enforcement Agencies ONLY: In which of the following ways has your agency fostered community involvement in the last year? Enter all that apply from the following list: Citizen Review Board or other review board with citizen representation, Citizen's Police Academy, Internships for university or high school students, Volunteer Program, Auxiliary police officer program, Police Cadet Program, k-12 school programs, Youth Athletic Programs, Other (please Describe), None of the above, Unsure/Don't know.

Goal: Internships for university students and Auxiliary police officer programs

Measure: General 11

Identify the goal(s) you hope to achieve with your funding. If you have multiple goals, describe each goal separately.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 3: Performance

Goal: We hope to outfit our Motor Unit officers with proper equipment which will allow them to communicate with each other; along with other agencies. This grant will help offset the cost of purchasing the much needed equipment.

Measure: General 12
Are the subrecipient and implementing agency aware that they will be required to report on the status of the identified goals during each reporting period?

Goal: yes

Measure: General 13
Describe any barriers you may encounter which may prevent you from achieving your identified goal(s).

Goal: no barriers expected

Measure: General 14
Are you aware that the Office of Criminal Justice Grants encourages recipients to report on any noteworthy accomplishments, success stories, or program results that they would like to showcase?

Goal: yes

State Purpose Area: 3E - Equipment, Supplies, and Technology Enhancements

Objectives and Measures

Objective: Equipment - Questions for recipients funding Equipment, Supplies, and Technology Enhancements.

Measure: Equipment 01
Do the Subrecipient and Implementing agencies understand that they will be required to submit an itemized account of all items purchased during each reporting period as part of their performance reporting?

Goal: Yes

Application for Funding Assistance

Florida Department of Law Enforcement
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Section #4

General Financial Info:

Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant: Quarterly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596045116

Budget:

Budget Category	Federal	Match	Total
Salaries and Benefits	\$0.00	\$0.00	\$0.00
Contractual Services	\$0.00	\$0.00	\$0.00
Expenses	\$8,666.00	\$0.00	\$8,666.00
Operating Capital Outlay	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
-- Totals --	\$8,666.00	\$0.00	\$8,666.00
Percentage	100.0	0.0	100.0

Project Generated Income:

Will the project earn project generated income (PGI) ? No

Application for Funding Assistance

Florida Department of Law Enforcement
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Section 4 Financial (cont.)

Budget Narrative:

The \$8,666.00 listed in Expenses is about 81% of the total purchasing price of the following equipment:

- 8) eight Helmet Kits with wireless system control, for use with super seer half-shell helmets, dual earphones (\$562.00 each)
- 8) eight Speaker-mics with wireless system control, portable operation for APX or compallble series radios (\$278.00 each)
- (6) six Motor kits, wireless, portable operation on Harley Davidson and Victory Motorcycles with PA interface to Whelen sirens (\$656.00 each)

Expenses include all shipping cost and a one year warranty.

All of the above equals approximately \$10,656.00.

Total Grant Expenses Awarded: \$8,666.00

Difference in price that will be paid by the City of Panama City Beach: \$1,990.00

The procurement process is through City advertised sealed bids
The wireless headset kits will be utilized solely for official police functions.

Application for Funding Assistance

Florida Department of Law Enforcement
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Section 4 Financial

Section Questions:

Question: If the budget contains salaries and benefits, will this project result in a net personnel increase, or continue to fund a prior federally grant funded net personnel increase? (Documentation will be required.)

Answer: NO

Question: If fringe benefits are included, are they detailed in the budget narrative?

Answer: N/A

Question: If indirect cost is included, explain the indirect cost plan. Provide documentation of approval.

Answer: N/A

Question: If contractual services in the budget are based on unit costs, provide a definition and breakdown of cost for each service. Include the methodology for the unit cost plan and when it was approved.

Answer: N/A

Question: If Expenses or Operating Capital Outlay are included in your budget, what will be the method of procurement for those items? (e.g., competitive bid, sole source, state term contract)

Answer: The procurement process is through City advertised sealed bids.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 5: Standard Conditions

Insert Standard Conditions Page here.

All 23 pages at Jo's desk

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

STANDARD CONDITIONS

The State of Florida, Department of Law Enforcement (FDLE or Department) is a recipient of federal JAG funds. FDLE, as the non-federal pass-through entity and State Administering Agency (SAA) for this program, subawards JAG funds to eligible units of government. All subawards made by FDLE to units of government under this program require compliance with the agreement and Standard Conditions upon signed acceptance of the subaward.

The following terms and conditions will become binding upon approval of the application or subaward, and completion of the Certificate of Acceptance by the subrecipient. As a unit of government, the subrecipient will maintain required state and federal registrations and certifications for eligibility under this program. For JAG-Countywide subawards, the designated County Coordinator for local units of government will submit documentation in accordance with Florida Administrative Code 11D-9 supporting the strategic planning for allocation of these funds. The subrecipient agrees to submit required programmatic and financial reports supporting that eligible activities were completed in accordance with the grant and program requirements.

The Department will only reimburse subrecipients for authorized activities. The Department will not reimburse for costs incurred for any purpose other than those specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform grant activities as specified in the agreement, will result in required corrective action up to and including financial consequences. A financial consequence may be imposed for non-compliance in accordance with 2 C.F.R. § 200 and these Standard Conditions, including but not limited to project costs being disallowed, withholding of federal funds and/or termination of the project.

GENERAL REQUIREMENTS

All subrecipients must comply with requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide (Financial Guide), http://ojp.gov/financialguide/DOJ/pdfs/2015_DOJ_FinancialGuide.pdf, the Edward Byrne Memorial Justice Assistance Grant (JAG) program guidance, federal statutes, regulations, policies, guidelines and requirements and Florida laws and regulations including but not limited to:

Florida Administrative Code, Chapter 11D-9, "Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program": www.flrules.org

Office of Management and Budget (OMB) Uniform Grant Guidance (2 C.F.R. § 200) Subpart A Definitions, Subparts B-D Administrative Requirements, Subpart E Cost Principles, Subpart F Audit Requirements and all applicable Appendices. This guidance supersedes previous OMB Circulars and Standard Conditions and is applicable to any new subawards made under Federal grants awarded on or after December 26, 2014.
<http://www.ecfr.gov/cgi-bin/text-idx?SID=62764122c780e5d1d2134127afadc30d&node=2:1.1.2.2.1&rgn=div5>

Code of Federal Regulations: www.gpo.gov/fdsys/

2 C.F.R. § 175.15(b), "Award Term for Trafficking in Persons"

28 C.F.R. § 38, "Equal Treatment for Faith-Based Organizations"

28 C.F.R. § 66, "U.S. Department of Justice Common Rule for State And Local Governments" (Common Rule)

28 C.F.R. § 83, "Government-Wide Requirements for Drug-Free Workplace (Grants)"

28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

Public Law

Pub. L. No. 109-162, Title XI—Department of Justice Reauthorization, Subtitle B—Improving the Department of Justice's Grant Programs, Chapter 1—Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program:

<http://www.gpo.gov/fdsys/pkg/PLAW-109publ162/pdf/PLAW-109publ162.pdf>

United States Code: www.gpo.gov/fdsys/

42 U.S.C. §§ 3711 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:

<http://dils.dos.state.fl.us/barm/genschedules/GS2-2008-Rev2010.pdf>

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

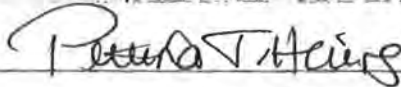
Section #6 Signature

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duty authorized officers on the date, month and year set out below.

Corrections on this page, including Strikeovers, whiteout, etc. are not acceptable.

State of Florida
Department of Law Enforcement
Office of Criminal Justice Grants

Signature: _____



Typed Name and Title: _____

Petrina T. Herring, Bureau Chief

Date: _____

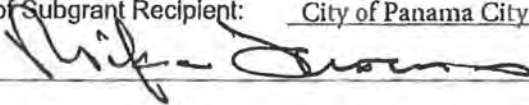
1/21/2017

Subgrant Recipient
Authorizing Official of Governmental Unit
(Commission Chairman, Mayor, or Designated Representative)

Typed Name of Subgrant Recipient: _____

City of Panama City Beach

Signature: _____



Typed Name and Title: _____

The Honorable Mike Thomas

Date: _____

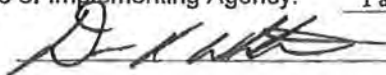
December 13, 2016

Implementing Agency
Official, Administrator or Designated Representative

Typed Name of Implementing Agency: _____

Panama City Beach Police Department

Signature: _____



Typed Name and Title: _____

Drew R. Whitman, Chief of Police

Date: _____

December 13, 2016

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Insert Certifications and Authorizations here.

Ads, Bids and RFQ's

Notice to Bid- Police Motorcycle Headsets & Microphones

Category: Admin
RFP Number: 011817
Start Date: 01/04/2017 9:19 AM
Close Date: 01/18/2017 12:00 PM

Bid Notice for Police Motorcycle Headsets and Microphones

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

- (8) Eight FREEDOM helmet kits with wireless system control (Model #PVHKR-736R10-D/G3) for use with a super seer half-shell helmet (dual earphone)
- (8) Eight FREEDOM speaker microphones with wireless system control (Model #PVSM-APX/G3), portable operation for Motorola APX series radios
- (6) Six FREEDOM wireless Motor Kits (PV-H-WW/G3); portable operation for Harley Davidson and Victory motorcycles with PA interface to a Whelen siren.
- Warranty
- Shipping

Please include a price for individual units in case the funding becomes limited.

Bids must be sealed and will be received until **12:00 p.m. (noon) Central Time, January 18, 2017 at the City of Panama Beach Police Department, Attn: Lieutenant Danny McDonald, 17115 Panama City Beach Parkway, Panama City Beach, Florida, 32413**, and will be opened and read publicly immediately thereafter.

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

All bids shall be firm and for a period of 12 months after opening.

Blue Line Communications
 701 Bluebird Lane
 Plantation, FL 33324 US
 (310) 200-3206
 BlueLComm@gmail.com

Estimate 1072



ADDRESS	SHIP TO	DATE	TOTAL
Danny McDonald Panama City Beach Police Dept. 17110 Firenzo Ave. Panama City Beach, FL 32413	Danny McDonald Panama City Beach Police Dept. 17110 Firenzo Ave. Panama City Beach, FL 32413	11/30/2016	\$10,656.00

ACTIVITY	QTY	RATE	AMOUNT
PVHKR-736R10-D/G3 FREEDOM HELMET KIT WITH WIRELESS SYSTEM CONTROL, FOR USE WITH SUPER SEER HALF-SHELL HELMETS, DUAL EARPHONE	8	562.00	4,496.00
PVSM-APX/G3 FREEDOM SPEAKERMIC WITH WIRELESS SYSTEM CONTROL, PORTABLE ONLY OPERATION, FOR MOTOROLA APX SERIES RADIOS	8	278.00	2,224.00
Motor Kits:PV-H-WW/G3 MOTOR KIT, FREEDOM WIRELESS, PORTABLE ONLY OPERATION ON HARLEY-DAVIDSON MOTOR WITH PA INTERFACE TO WS320 SIREN	6	656.00	3,936.00
Warranty This product comes with a warranty covering all defects in material or workmanship for a period of one year from date of original retail purchase. The provisions of the warranty shall not apply to any unit which has been subject to misuse, neglect, unauthorized modifications, accident, nor to units which have been repaired outside of PVP Communications.	1	0.00	0.00
MISC SHIPPING IS INCLUDED AS NO CHARGE	1	0.00	0.00

TOTAL **\$10,656.00**

THANK YOU.

Accepted By

Accepted Date

AGENDA ITEM # 2

SWORN STATEMENT re:

List of Parties Excluded from Federal Procurement and Non-procurement Programs

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

This sworn statement is submitted to The City of Panama City Beach

by Shannon Dieringer

For Blue Line Communications

Whose business address is 5713 NW 47th Ln.
Tamarac, FL 33319

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement): 547-93-3328

Shannon Dieringer, being first duly sworn, state:

1. I am the Owner (title) and duly authorized representative of Blue Line Communications (business name of Vendor) and that I possess the legal authority to make this affidavit on behalf of myself and the business for which I am acting.

2. I hereby certify that neither the Vendor nor any of its principals are excluded from Federal Procurement and Non-Procurement Programs.

By [Signature] 1-19-17, 2017
Signature of Affiant Date

Sworn to and subscribed before me this 19 day of January, 2017.

Personally known _____ OR Produced Identification Florida ID

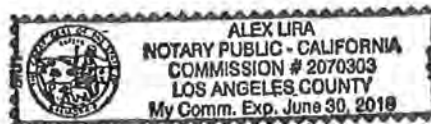
Notary Public- State of _____

My commission expires June 30, 2018

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

[Signature]
[printed, typed or stamped Alex Lira
Commissioned Name of Notary Public]

State of California, County of Los Angeles
Subscribed and sworn to (or affirmed)
Before me this 19 day of January 2017



By Shannon DIERINGER
proved to me on
The basis of satisfactory evidence to be the

AGENDA ITEM # 2

CONFLICT OF INTEREST STATEMENT AND AFFIDAVIT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

Vendors shall be familiar and comply with all applicable conflict of interest legal requirements including Florida's Code of Ethics for Public Officers, Chapter 112, Part III, Florida Statutes. The City of Panama City Beach ("City") will not contract or transact business with a vendor, and any contract with a vendor shall be void, if a conflict of interest under State or local laws occurs and neither an exemption nor opportunity to waive the conflict exists, or an opportunity to waive the conflict exists but the City does not waive it. If a conflict of interest is waivable, the City shall have the sole authority to waive the conflict.

DISCLOSURE: Vendors must complete and submit the attached Conflict of Interest Disclosure Affidavit. The Affidavit must be signed by an officer of the corporation if the vendor is a corporation or by an authorized individual if the business is other than a corporation, and notarized by notary public. The Vendor may disclose any additional information in the Affidavit regarding the existence or appearance of a conflict of interest under state or local laws. Whenever a vendor is in doubt as to the applicability state or local conflict of interest law as to itself, the vendor may submit to the City Attorney a full written statement of the facts and questions the vendor has, and the City Attorney shall render an opinion. The failure to complete and submit the Affidavit with the proposal/bid will render the vendor non-responsible and the proposal non-responsive. If the vendor or authorized agent omits, misrepresents or falsifies material information required by the Affidavit, the vendor shall be rendered non-responsible and the proposal bid non-responsive, and if a proposal bid is selected forward and/or contract negotiation and execution, the selection of the vendor and any executed contract shall be void.

CONTRACTOR DISCLOSURE STATEMENT

I, Shannon Dieringer, being first duly sworn, state:

I am the Owner (title) and duly authorized representative of Blue Line Communications (business name) and that I possess the legal authority to make this affidavit on behalf of myself and the business for which I am acting.

The full legal name and business address of the person or entity contracting or transacting business with the City of Panama City Beach are:

The business is formed as a (please circle one):

corporation / limited partnership / general partnership / sole proprietorship / other
If other, please explain:

The business was formed or incorporated in the following year and state: 2016 / FL

I. FOR CORPORATIONS:

A. The following employees, board members or purchasing agents of the City or their spouses or children are officers or directors of the corporation:

B. The following employees, board members or purchasing agents of the City or their spouses or children or any combination thereof hold directly or indirectly more than 5% but less than 10% ownership in the corporation's stock:

C. The following employees, board members or employees of the City or their spouses, children or parents hold directly or indirectly 10% or more of the ownership in the corporation's stock:

D. The following employees, board members or employees of the City are employees of or in a contractual relationship with the corporation:

II. FOR PARTNERSHIPS, FIRMS OR OTHER BUSINESS ENTITY (excluding corporations)

A. The following employees, board members or purchasing agents of the City or their spouses or children are partners, officers or proprietors:

B. The following employees, board members or purchasing agents of the City or their spouses or children or any combination thereof own, directly or indirectly, more than 5% but less than 10% of the firm, partnership or other business entity:

C. The following employees, board members or employees of the City or their spouses, children or parents own, directly or indirectly, 10% or more of the firm, partnership, or other business entity:

D. The following employees, board members or employees of the City are employees of or in a contractual relationship with the firm, partnership or other business entity.

III. FOR INDIVIDUALS

A. The individual seeking to contract or to transact business with the City is a trustee, board member or employee of the City or the spouse, child or parent of a trustee, board member or employee of the City:

B. The following employees, board members or employees of the City are employees of or in a contractual relationship with the individual:

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO CITY OF PANAMA BEACH IS FOR THE CITY OF PANAMA CITY BEACH ONLY. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY IMMEDIATELY OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

I have read and understood Section 112.313, Florida Statutes, setting forth the standards of conduct for public officials.

I understand that an "organizational conflict of interest" as defined in 23 CFR Section 636.116 means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the City, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair advantage.

By [Signature] _____, 2017
Signature of Affiant Date

Sworn to and subscribed before me this 19 day of January, 2017.

Personally known _____ OR Produced Identification Florida DL-30

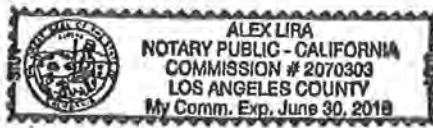
Notary Public- State of _____
My commission expires June 30, 2018

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

[Signature]
[printed, typed or stamped Alex Lira
Commissioned Name of Notary Public]

State of California, County of Los Angeles
Subscribed and sworn to (or affirmed)
Before me this 19 day of January 2017

By Shannon Dieringer
proved to me on
The basis of satisfactory evidence to be the



EVALUATOR'S CONFLICT OF INTEREST AFFIDAVIT

To protect the integrity of the public procurement process, it is essential that proposals be evaluated in an unbiased manner and without real or apparent conflicts of interest, and that the contents of proposals remain confidential throughout the evaluation process. You have been selected as an evaluator not only because of your practice area or practical expertise, but also because the procurement agent and your supervisor are not aware of any bias, business or family relationships, or any other conflicts that could affect, or which could be perceived to affect, your fair, honest and impartial participation in the evaluation of proposals. As an evaluator you are expected to: 1) discharge your duties impartially so as to assure fair, competitive access to procurement by responsible contractors, and 2) conduct yourself in a manner which fosters public confidence in the integrity of the City procurement process.

AFFIDAVIT

I, Lieutenant Danny McDonald, being first duly sworn, state:

1. I understand that an "organizational conflict of interest" as defined in 23 CFR Section 636.116 means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the City, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair advantage.
2. I have read and understood Section 112.313, Florida Statutes, setting forth the standards of conduct for public officials.
3. I certify that I, and to the best of my knowledge, neither my spouse, child or parents:
 - a. Are not current or former employees of any of the firms in the industry that I foresee would submit a proposal.
 - b. Are not directors, officers, owners, partners, agents, or representatives of any of the firms in the industry that I foresee would submit a proposal.
 - c. Do not hold any stock or any financial interest in any of the firms in the industry that I foresee would submit a proposal.
4. I certify that I will not during the solicitation process:
 - a. Solicit or accept, directly or indirectly, any promise of future employment or business opportunity from, or engage, directly or indirectly, in any discussion of future employment or business opportunity with, any director, officer, owner, partner, employee, representative, agent or consultant of a Vendor/Contractor that submits a proposal, or their proposed subcontractors.

- b. Ask for, demand, exact, solicit, seek, accept, receive, or agree to receive, directly or indirectly, any money, gratuity, or other thing of value from any director, officer, owner, partner, employee, representative, agent, or consultant of a Vendor/Contractor that submits a proposal, or their proposed subcontractors for this project. I will advise my immediate family that the acceptance of any such gratuity may be imputed to me as a violation, and must therefore be avoided by them.
5. I understand that my obligations under this certification are of a continuing nature. I will immediately seek the advice of the City Attorney and report the circumstances to my supervisor and to the procurement agent if at any time during the RFP process:
 - a. I receive a contact from a Vendor/Contractor that submits a proposal, or their proposed subcontractors, concerning employment or other business opportunity.
 - b. I receive an offer of a gift from a Vendor/Contractor that submits a proposal, or their proposed subcontractors.
 - c. I encounter circumstances where my participation might result in a real, apparent, or potential conflict.
6. I certify that I will not divulge nor make known, in any manner whatsoever, to any person, other than a member of the evaluation committee or other individual who has a confidentiality statement for the same procurement, or to judicial or law enforcement authority, after consultation with City Attorney, any information (which has not already been made available to the public or all interested offerors) pertaining to any and all aspects of the solicitation including but not limited to the contents of Vendor/Contractor's proposals, the scoring method, points allotted, evaluator scores, costs, or any other confidential information regarding the solicitation process.
 - a. I understand that unauthorized sharing of information may give an offeror an unfair advantage over another offeror and thereby render the process invalid.
 - b. I understand that if I divulge such information I may be subject to disciplinary action, including termination of my employment with the City.
 - c. I understand and agree to maintain security and control over all documents containing non-public solicitation information which are in my custody.

By Lieutenant Danny McDonald, 20 17

Signature of Affiant [Handwritten Signature] #9 Date 01/17/2017

Sworn to and subscribed before me this 17 day of January, 2017.
Personally known ✓ OR Produced identification _____
Notary Public- State of FLORIDA
My commission expires 1-23-19



J. Bruhmüller
[printed, typed or stamped
Commissioned Name of Notary Public]

City Procurement Agent SWORN STATEMENT re:

List of Parties Excluded from Federal Procurement and Non-procurement Programs

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

I Danny McDonald being first duly sworn, state:

1. I am a city employee and the lead procurement agent for the competitive solicitation titled:

for which the most responsive and responsible bidder (Vendor) responding to that competitive solicitation is:

2. I hereby certify that I have searched this entity's records for information indicating their exclusion from federal procurement and non-procurement programs as published at www.sam.gov, which search indicates that the Vendor has no active exclusion.

By [Signature] #9 January 17, 20 17
Signature of Affiant Date

Sworn to and subscribed before me this 17 day of January, 20 17.

Personally known OR Produced Identification _____

Notary Public- State of Florida

My commission expires 1-23-19



J. Bruhmüller
[printed, typed or stamped
Commissioned Name of Notary Public]



Florida Department of Law Enforcement

Richard L. Swearingen
Commissioner

Business Support
Office of Criminal Justice Grants
Post Office Box 1489
Tallahassee, FL 32302-1489
(850) 617-1250
www.fdle.state.fl.us

Rick Scott, Governor
Pam Bondi, Attorney General
Jeff Atwater, Chief Financial Officer
Adam Putnam, Commissioner of Agriculture

November 21, 2016

Honorable Mike Thomas
Mayor
City of Panama City Beach
110 South Highway 79
Panama City Beach, FL 32413

Re: Federal Fiscal Year (FFY) 2016 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Florida JAG Direct

Dear Mayor Thomas:

The Florida Department of Law Enforcement (FDLE) has received an award from the United States Department of Justice (USDOJ) for FFY 2016 JAG funds. These grant funds are distributed to units of local government based on local population and crime statistics reported to FDLE. The intent and purpose of the JAG program is to improve the criminal justice system, reduce crime and improve public safety; and projects may be funded under any one of the JAG purpose areas.

FDLE has allocated \$8,666 from this award for use by your agency, in accordance with the Florida JAG Direct distribution provision of Chapter 11D-9, Florida Administrative Code. Submissions that do not comply with the attached instructions or do not include all required information will be returned for revision or will have a special condition withholding funds placed on the grant at the time of award.

Recipients must apply online using FDLE's grant management system, Subgrant Information Management ON-line (SIMON). The Announcement Code for this application is JAGD1617, and is required to access the application in SIMON. The deadline to apply is Friday, December 23, 2016 after which time the announcement code will be deactivated. In addition to the electronic submission, recipients must print the completed application with accompanying certifications and submit two hard copies with original signatures by Friday, December 30, 2016 to the attention of the JAG Unit at FDLE's Office of Criminal Justice Grants, 2331 Phillips Road, Tallahassee, FL 32309.

Our office is available Monday through Friday, 8:00a.m.– 5:00p.m. EDT at (850) 617-1250 to assist with any questions. For issues relating to SIMON, please contact Government Analyst Tim Colletti at (850) 617-1258. For questions regarding your proposal or the JAG program, please contact Senior Management Analyst Supervisor Randall Smyth or me at (850) 617-1250.

Sincerely,

Petrina Tuttle Herring
Bureau Chief

PTH/rs

cc: Local Law Enforcement Agency

#2624.00

RECEIVED

NOV 28 2016

IN OFFICE OF MAYOR
& CITY MANAGER

Service • Integrity • Respect • Quality

AGENDA ITEM #

2

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Shannon Dierlinger

2 Business name/disregarded entity name, if different from above
Blue Line Communications

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
5713 NW 47th Lane

6 City, state, and ZIP code
Tamarac, FL 33319

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
5	4	7	-	9	3	-	3	3	2	8
or										
Employer identification number										

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, Item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person *Shannon Dierlinger* Date ▶ 1/17/2017

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
 Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/hv9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

AGENDA ITEM # 2

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II Instructions on page 3 for details).

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(ii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency. Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.
4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to allomeys (including payments to corporations).
5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ²
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ¹
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

² You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, *Identity Theft Prevention and Victim Assistance*.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@ftc.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Dariny McDonald

LOGOUT

Search Results

Current Search Terms: blue* line* communication*

<p>Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.</p> <p>No records found for current search.</p>

Glossary

- [Search Results](#)
- [Entity](#)
- [Exclusion](#)
- [Search Filters](#)
- [By Record Status](#)
- [By Record Type](#)

SAM | System for Award Management 1.0

IBM v1.P.60.20161222-1237

WWW3

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



AGENDA ITEM # 2

Danny McDonald



Search Results

Current Search Terms: pvp*

Your search for "pvp*" returned the following results...

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

Glossary

<div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Entity</div> <p>PVP SALES, INC.</p> <p>DUNS: 173650792 Has Active Exclusion?: No Expiration Date: 06/08/2017 Purpose of Registration: All Awards</p>	<p>CAGE Code: 43RB7 DoDAAC: Delinquent Federal Debt? No</p>	<p>Status: Active <input type="checkbox"/></p> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">View Details</div>	<p>Search Results</p> <p>Entity</p> <p>Exclusion</p> <p>Search Filters</p> <p>By Record Status</p> <p>By Record Type</p>
<div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Entity</div> <p>PVP Advanced EO Systems, Inc.</p> <p>DUNS: 088118732 Has Active Exclusion?: No Expiration Date: 04/12/2017 Purpose of Registration: All Awards</p>	<p>CAGE Code: 18GU0 DoDAAC: Delinquent Federal Debt? No</p>	<p>Status: Active <input type="checkbox"/></p> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">View Details</div>	

SAM | System for Award Management 1.0

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WWW3

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



AGENDA ITEM #

2

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEO) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name: City of Panama City Beach	
Address: 17115 Panama City Beach Parkway, Panama City Beach, FL 32413	
Is agency a: <input type="checkbox"/> Direct or <input type="checkbox"/> Sub recipient of OJP, OVW or COPS funding? Law Enforcement Agency? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
DUNS Number: 01-809-5984	Vendor Number (only if direct recipient)
Name and Title of Contact Person: Lieutenant Danny McDonald	
Telephone Number: (850) 233-5000	E-Mail Address: dmcDonald@beachpolice.org

Section A—Declaration Claiming Complete Exemption from the EEO Requirement

Please check all the following boxes that apply.

Less than fifty employees Indian Tribe Medical Institution
 Nonprofit Organization Educational Institution Receiving a single award(s) less than \$25,000.

I, Diane Fowler [responsible official], certify that City of Panama City Beach [recipient] is not required to prepare an EEO for the reason(s) checked above, pursuant to 28 C.F.R. § 42.302. I further certify that City of Panama City Beach [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D.

Diane Fowler City Clerk [Signature] 1-19-17
 Print or Type Name and Title Signature Date

Section B—Declaration Claiming Exemption from the EEO Submission Requirement and Certifying That an EEO Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEO to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEO in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEO and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEO is on file at the following office:

 [organization],

 [address].

 Print or Type Name and Title Signature Date

Section C—Declaration Stating that an EEO Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEO Short Form to the OCR for review.

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEO in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D.

 Print or Type Name and Title Signature Date

**CITY OF PANAMA CITY BEACH
BUDGET TRANSFER FORM BF-10**

No. BA # 17

FUND	GENERAL ACCOUNT NUMBER	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	001-2101-521.60-10	Capital Outlay < \$5,000	177,592.00	8,666.00	186,258.00
TO	001-0000-331.20-31	Edward Bryne JAG Motorcycle Headsets	0.00	(8,666.00)	(8,666.00)
		Check Adjustment Totals:	177,592.00	0.00	177,592.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To record award of 2016 Edward Bryne JAG 2017-JAGD-BAY-3-F8-038 for motorcycle communication headsets and the expenditure of the funds per the grant agreement

ROUTING FOR APPROVAL

_____ DEPARTMENT HEAD _____ DATE _____ CITY MANAGER _____ DATE

_____ FINANCE DIRECTOR _____ DATE

EXH. B17
AGENDA ITEM # 2

REGULAR AGENDA

ITEM 3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Public Works / Paul Casto

2. MEETING DATE:

2/23/2017

3. REQUESTED MOTION/ACTION:

Approve the construction agreement for Seahorse Lake Multi-Use Trail project with Sikes Concrete, Inc. in the amount of \$112,300.00.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED Yes No N/A

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

A solicitation for construction bids was publicly advertised and (6) six bidders responded with sealed bids by the required time and date. Bids were publicly opened on February 14, 2017 at 2pm. After reviewing the bids, all bidders were deemed responsive and staff recommends that the Base Bid be awarded to the low bidder, Sikes Concrete, Inc. in the amount of \$112,300.00. This project is in this fiscal year budget for an amount of \$100,000.00. There are adequate funds from the recreational impact fees to be used for remaining funding of this project. See the attached exhibits including a budget amendment (Exhibit A), a draft agreement (Exhibit B), and a drawing of improvements (Exhibit C).

Construction includes a 10' wide crushed gravel multi-use trail along the berm of Seahorse Lake.

RESOLUTION 17-61

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH SIKES CONCRETE, INC. IN THE AMOUNT OF \$112,300 FOR SEAHORSE LAKE MULTI-USE TRAIL 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 Sikes Concrete, Inc. relating to the construction of Seahorse Lake Multi-Use Trail, in the basic amount of One Hundred Twelve Thousand Three Hundred Dollars (\$112,300), on substantially the terms and conditions set forth in the agreement attached hereto as Exhibit B 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 (# 20) 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 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 23rd day of February, 2017.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Diane Fowler, City Clerk

EXHIBIT A

**CITY OF PANAMA CITY BEACH
BUDGET TRANSFER FORM BF-10**

No. BA # 20

AGENDA ITEM # 3

FUND	GENERAL ACCOUNT NUMBER	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	001-7201-572.65-90	Construction-in-Progress	208,000.00	20,000.00	228,000.00
FROM	001-8100-999.95-00	Reserves Restricted	1,607,991.00	(20,000.00)	1,587,991.00
		Check Adjustment Totals:	1,815,991.00	0.00	1,815,991.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To appropriate additional funds from recreation impact fees (above amount included in the original FY 2017 budget)
for the construction of a trail around Seahorse Lake at ABP

ROUTING FOR APPROVAL

_____ DEPARTMENT HEAD _____ DATE _____ CITY MANAGER _____ DATE
 _____ FINANCE DIRECTOR _____ DATE

SECTION 00050

AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 20__
by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called
"OWNER") and Sikes Concrete, Inc., doing business as a _____ (an
individual), or (a partnership), or (a corporation), having a business address of
_____ (hereinafter called "CONTRACTOR"), for the performance
of the Work (as that terms is defined below) in connection with the construction of
SEAHORSE LAKE MULTI-USE TRAIL ("Project"), to be located at Panama City
Beach, Florida, in accordance with the Drawings and Specifications prepared
by the OWNER, 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 sub-
contractors or sub-subcontractors, if any, nor any of their respective

EXHIBIT B

AGREEMENT

00050-1

AGENDA ITEM #

3

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 90 consecutive calendar days of the required commencement date, except to the extent the period for Substantial Completion is extended pursuant to the terms of the Contract Documents ("Contract Time"). Final Completion of the Work shall be achieved by CONTRACTOR within the time period set forth in Section 15.2 of Section 00100, General Conditions.
3. The CONTRACTOR agrees to pay the OWNER, as liquidated damages, the sum of \$150.00 for each calendar day that expires after the Contract Time for Substantial Completion as more fully set forth in Section 15 of the General Conditions.
4. The CONTRACTOR agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of \$ 112,300.00 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 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 00100	GENERAL CONDITIONS
Section 00800	SUPPLEMENTAL CONDITIONS
Section 00802	SUPPLEMENTAL CONDITIONS PREVENTION, CONTROL, AND ABATEMENT OF EROSIONS AND WATER POLLUTION
Section 01110	ENVIRONMENTAL PROTECTION
Section 01505	MOBILIZATION/DEMOBILIZATION
Section 01705	CONTRACT CLOSEOUT
Section 02110	SITE CLEARING
Section 02200	EARTHWORK
Section 02210	GRASSING
Section 02211	SODDING
Section 02500	PAVING QUALITY CONTROL
Section 02512	STABILIZING
Section 02516	LIMEROCK BASE COURSE
Section 02520	ASPHALT TESTING
Section 02960	RESTORATION

DRAWINGS prepared by the City of Panama City Beach
numbered 1 through 17 and dated December 14, 2016 .

EXHIBIT B

AGREEMENT

00050-3

AGENDA ITEM #

3

SPECIFICATIONS prepared or issued by the City of Panama City Beach dated January 2017 .

ADDENDA

No. _____, dated _____, 20__

No. _____, dated _____, 20__

No. _____, dated _____, 20__

No. _____, dated _____, 20__

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

6. The OWNER will pay the Contract Price to the CONTRACTOR in the manner and at such times as set forth in Contract Documents.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
8. This Agreement shall be governed by the laws of the State of Florida.
9. All notices required or made pursuant to this Agreement shall be in writing and, unless otherwise required by the express terms of this Agreement, may be given either (i) by mailing same by United States mail with proper postage affixed thereto, certified, return receipt requested, or (ii) by sending same by Federal Express, Express Mail, Airborne, Emery, Purolator or other expedited mail or package delivery, or (iii) by hand delivery to the appropriate address as herein provided. Notices to OWNER required hereunder shall be directed to the following address:

If to Owner:

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

If to Contractor:

 ATTENTION: _____
 Fax No.: _____

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

10. 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 Kathy Younce, Engineer and can be reached at 850-233-5054 Ext. 2407 or Kyounce@pcbgov.com
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, CONTRACTOR may make a claim for its actual and direct delay damages accruing after said 90 calendar days as provided in Section 00805 Supplemental Conditions, Contract Claims and Changes. Except as expressly set forth in this section, in no event shall OWNER be liable to CONTRACTOR whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

17. 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.

Except with respect to the workers' compensation insurance, CONTRACTOR shall name the OWNER as an additional insured on all required insurance using Additional Insured Endorsement ISO Form CG 20 10 11 85 or if not available, ISO Forms CG 20 10 10 01 and CG 20 37 10 01 or if not available, their equivalent acceptable to OWNER. In the event CONTRACTOR's insurance policy(ies) provide greater coverage and/or greater limits than the minimum requirements set forth herein, then the OWNER and the other additional insureds shall be entitled to the full coverage and limits of such policy(ies), and these insurance requirements will be deemed to require such greater coverage and/or greater limits.

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:

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

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

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

COMMERCIAL GENERAL LIABILITY COVERAGE

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

Bodily Injury, Property Damage & Personal Injury Liability	\$1,000,000 Combined Single Limit Each Occurrence, and
	\$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 ten (10) years following OWNER'S final acceptance of the project.

BUSINESS AUTOMOBILE LIABILITY COVERAGE

The CONTRACTOR shall purchase and maintain Business Automobile Liability Insurance as to ownership, maintenance, use, loading and unloading of all of CONTRACTOR'S owned, non-owned, leased, rented or hired vehicles with limits

not less than:

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

EXCESS OR UMBRELLA LIABILITY COVERAGE

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

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

(SEAL)

OWNER:

CITY OF PANAMA CITY BEACH,
FLORIDA

ATTEST:

BY: _____

City Clerk

NAME: _____
(Please type)

TITLE: _____

City Attorney (as to form only)

CONTRACTOR:

ATTEST:

BY: _____

NAME _____
(Please Type)

NAME: _____
(Please Type)

ADDRESS: _____

[END OF SECTION 00050]

EXHIBIT B

AGREEMENT

00050-12

AGENDA ITEM #

3

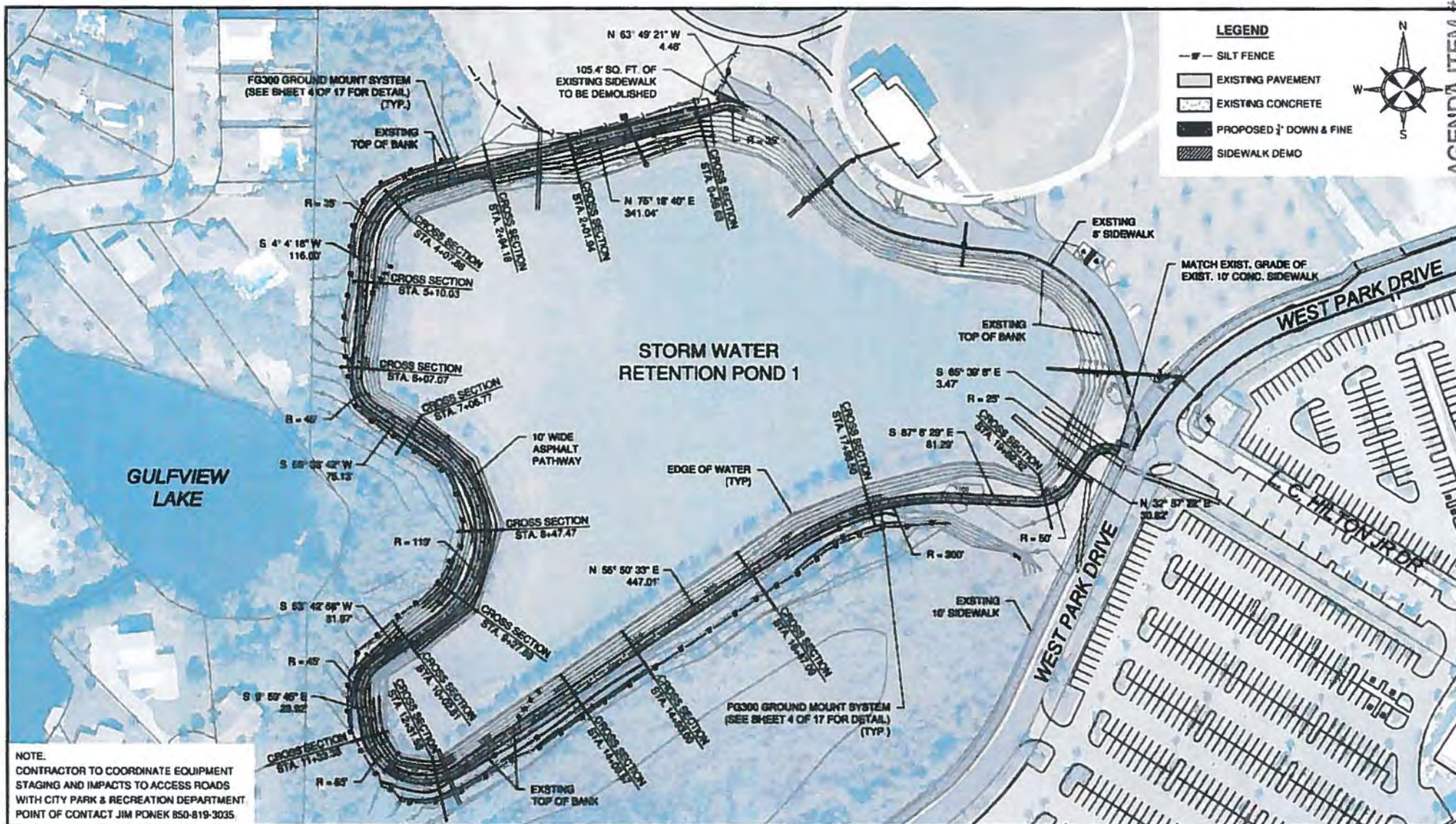
SEAHORSE LAKE MULTI-USE TRAIL PROJECT
February 14, 2:00 p.m.

28

AGENDA ITEM #

BIDDER	ADDRESS	LUMP SUM TOTAL	COMMENTS
Sikes Concrete, Inc.	8040 Hwy 77 Southport, Florida 32409	\$112,300.00	
CW Roberts Contracting, Inc.	1603 Bay Avenue Panama City, FL 32405	\$120,930.00	
North Florida Construction, Inc.	P. O. Box 129 Clarksville, FL 32430	\$123,368.00	
GAC Contractors, Inc.	4116 Hwy 231N Panama City, Florida 32404	\$126,000.00	
Gulf Coast Utility Contractors, LLC	13938 Hwy 77 Panama City, Florida 32409	\$145,850.00	
C-Miles Construction, Inc.	1625 Airport Road Panama City, Florida 32405	\$186,200.00	

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AGENDA ITEM #

REGULAR AGENDA

ITEM 4



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
Building and Planning Department/Mel Leonard

2. MEETING DATE:
02/23/2017

3. REQUESTED MOTION/ACTION:

It is requested that the City Council consider the attached changes to address parking requirements for dwellings in the FBO-1 Overlay District. Maps are attached to show the FBO-1 areas.

4. AGENDA

- PRESENTATION
- PUBLIC HEARING
- CONSENT
- REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED Yes No N/A

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

The City Council requested staff to bring back discussion items related to potentially increasing the parking requirement for new single-family and multi-family dwellings in the FBO-1 Overlay District. The current parking requirement is 2 spaces for a single-family dwelling and 1.5 per unit for a multi-family structure. A possible change to the parking requirement could be one of the following:

- 1.3 spaces per 1000 square feet of floor area;
- 1 space per 500 square feet of floor area; or,
- 1.3 spaces per 500 square feet of floor area.

At the Council meeting, it was suggested to also consider a ratio of 1.5 parking spaces per 1000 square feet of floor area.

The above formulas would result in requiring the following number of parking spaces:

	Current	1.3 per 1000sf	1.5 per 1000 sf	1.0 per 500 sf	1.3 per 500sf
1,500 square foot dwelling	1.5 - 2	2	3	3	4
2,000 square foot dwelling	1.5 - 2	3	3	4	6
3,000 square foot dwelling	1.5 - 2	4	5	6	8
5,000 square foot dwelling	1.5 - 2	7	8	10	13

The Planning Board considered this item at their February 13, 2017 meeting and recommended approval (6 - 1) of 1.5 parking spaces per 1000 square feet.

FBO-1 Districts



- Legend**
- Major Road
 - Minor Road
 - PCB_Parcels
 - City Limits
 - 🚶 Beach Access
 - Parcels
 - Front Beach Overlay**
 - Overlay Districts**
 - FBO-1
 - FBO-2
 - FBO-3
 - FBO-4
 - Pier Park Overlay
 - FLBAY13_Delivery.csw
 - RGB**
 - Red: Red
 - Green: Green
 - Blue: Blue

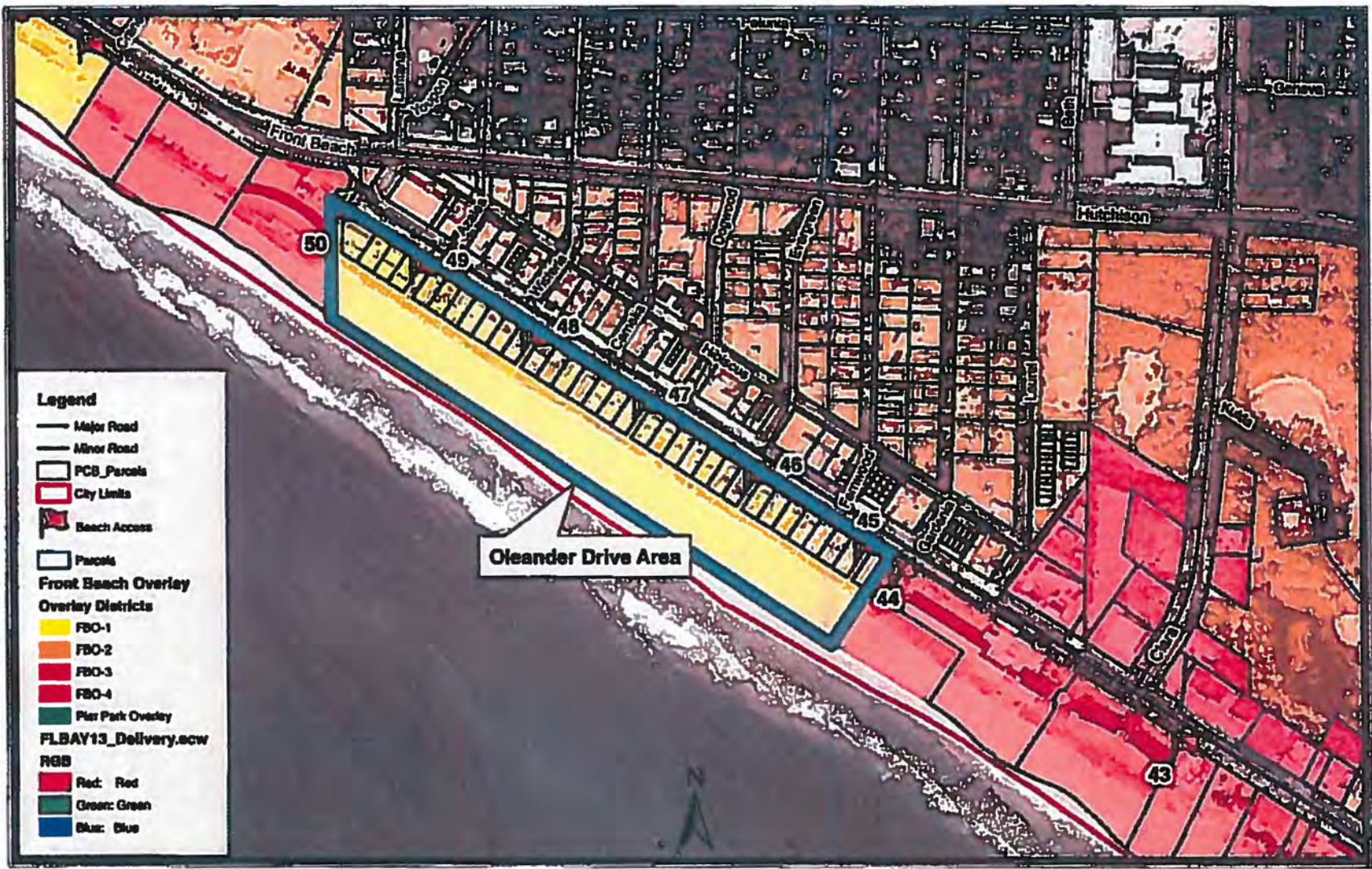


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Planning Department

AGENDA ITEM #

4

FBO-1 Districts



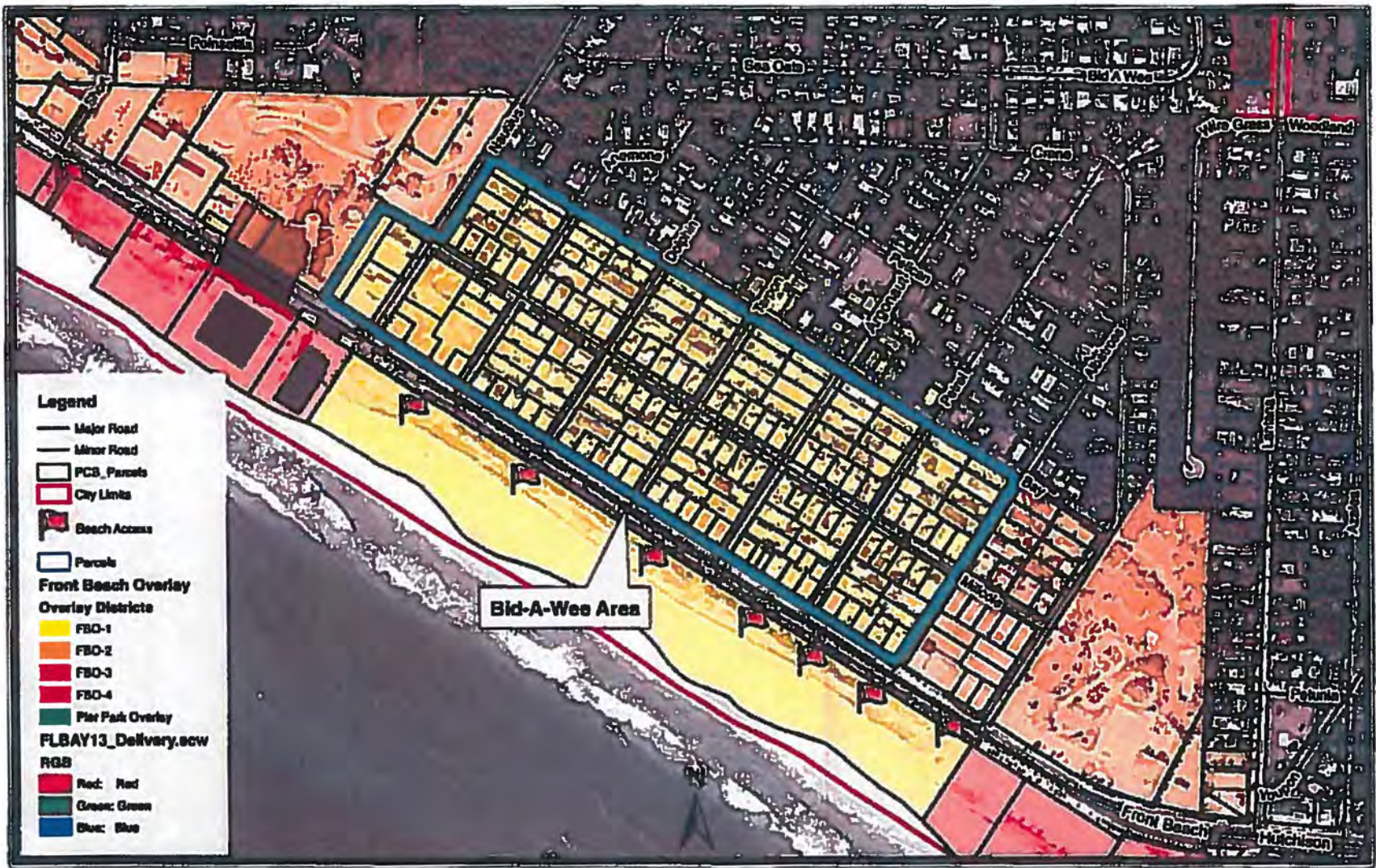
AGENDA ITEM #

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FBO-1 Districts

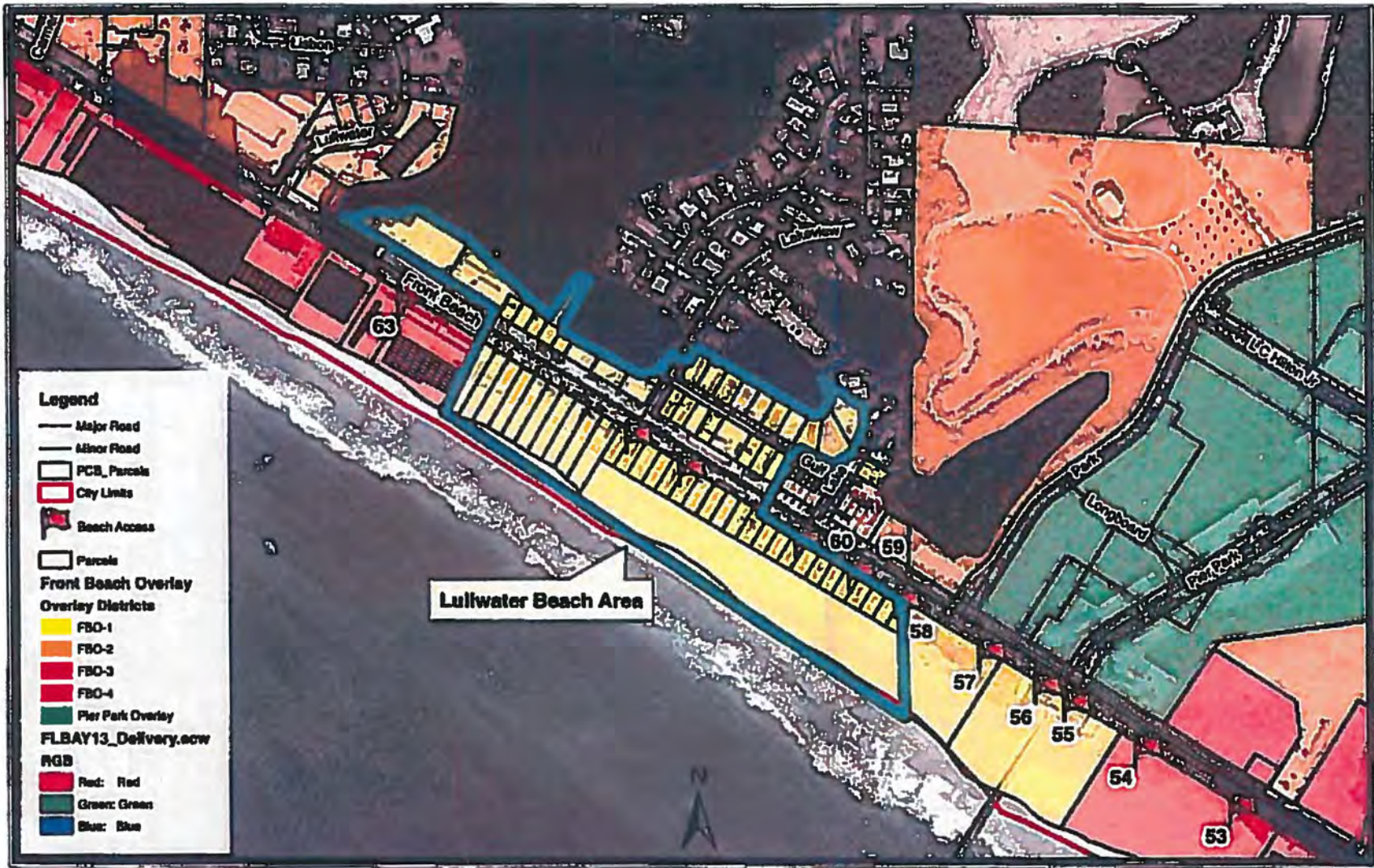


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Planning Department

AGENDA ITEM #

4

FBO-1 Districts



AGENDA ITEM #

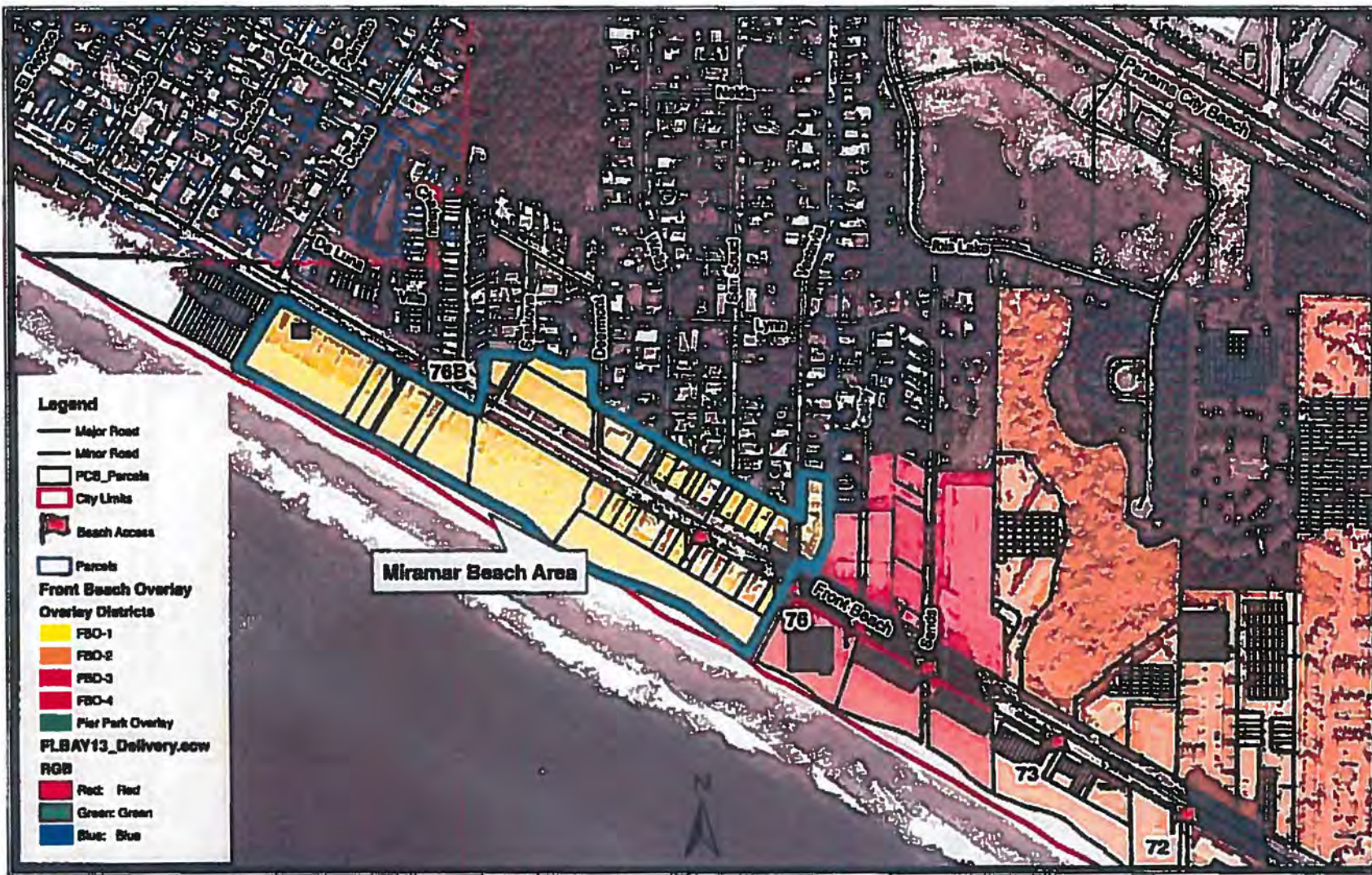
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0 125 250 500 750 1,000 Feet



Prepared by The
City of Panama City Beach
Planning Department

FBO-1 Districts



AGENDA ITEM #

4

ORDINANCE NO. 1405

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S LAND DEVELOPMENT CODE RELATING TO PARKING STANDARDS FOR SINGLE FAMILY AND MULTIFAMILY DEVELOPMENTS IN FBO-1 ZONING DISTRICTS; ESTABLISHING PARKING STANDARDS FOR SINGLE FAMILY AND MULTIFAMILY DEVELOPMENTS LOCATED IN FBO-1 DISTRICTS AND AMENDING RELATED PROVISIONS TO CLARIFY THAT REQUIRED PARKING MUST BE PROVIDED ON-SITE FOR SINGLE FAMILY DEVELOPMENTS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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

SECTION 1. From and after the effective date of this ordinance, Section 4.05.00 of the Land Development Code of the City of Panama City Beach related to Off-Street Parking and Loading, is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

4.05.00 OFF-STREET PARKING AND LOADING

4.05.01 Generally

The design of off-*Street Parking Spaces* shall ensure that no part of the *Vehicle* shall over-hang any pedestrian or bicycle way or path, public easement, public road or public right-of-way. Required parking shall not be used for storage, seasonal sales, promotional sales or other retail or wholesale activities. Required parking shall be used for parking purposes only. Parking areas shall be designed to discourage right-of-way parking.

4.05.02 Parking Space Requirements

- A. Parking requirements for two (2) or more *Uses* on the same *Parcel* or *Lot* shall be determined individually for each *Use*.
- B. *Accessory Uses* shall not be required to have additional *Parking Spaces*, beyond the number of spaces required for the *Principal Use*.

Ord. 1405
Page 1 of 10

- C. The minimum number of **Parking Spaces** shall conform to the standards in Table 4.05.02.A. **Parking Space** requirements for any **Use** not specifically identified in Table 4.05.02.A shall be determined from the **Publication** Parking Generation, issued by the Institute of Transportation Engineers or other documented applicable standards, such as a local survey of similar **Land Uses** that identify the amount of parking needed to meet demand for ninety (90) percent of the operating hours.
- D. Parking requirements for two (2) or more uses of the same or of different types may be provided by the establishment of the required number of spaces for each use in a common parking area, provided that all such uses being served by a common parking area are under the same ownership. **Accessory Uses** shall not be required to have additional parking spaces other than those required by the principal use. (Code 19.2.2)
- E. An enclosed garage shall not be counted toward the required parking for **Single Family** or **Multi-family Dwellings**.

Table 4.05.02.A: Parking Space Requirements

Type of Use or activity	Minimum Number of Spaces
Airports (commercial and general aviation)	1 per 100 s.f. of waiting room floor area.
Amusements and amusement parks	See supplemental standards.
Animal hospitals and Kennels	2 per 250 s.f. of floor area for those properties located within 500 feet of Front Beach Rd., Thomas Dr. or S. Thomas Dr. Elsewhere, 3.33 per 1,000 s.f. of floor area.
Assembly places (churches and places of worship, funeral homes, schools, theaters, auditoriums, Arenas, Civic Centers and facilities with an auditorium, sanctuary or gathering place, whether fixed seats or open area)	1 per 5 seats.
Automotive facilities, Service Stations , repair facilities, body shops and similar Uses	2 spaces plus 4 spaces per service bay in addition to spaces required for retail space.
Automotive and Vehicles sales	1 per 3,000 s.f. of open or enclosed sales area, plus 4 per 1,000 s.f. of floor area devoted to repair.
Clubs and lodges (including fraternities, sororities and other social or civic membership organizations)	1 per 5 seats in the largest assembly area.
Commercial activities (Retail Sales , retail business and business Uses not otherwise specified)	3.33 per 1,000 s.f. of g.l.a.
Convenience store	4 per 1,000 s.f. of g.l.a.
Day-care, child care, private schools	1 per staff member plus 1 space per 5 children based on maximum occupancy, including drop-off guests.

Type of Use or activity	Minimum Number of Spaces
Eating, drinking or entertainment establishments	1 per 4 seats <u>or</u> 1 per 60 s.f. of floor area devoted to assembly, whichever results in the greater number of spaces, plus 1 per 5 employees on the largest shift.
Group lodging, including Nursing Homes , rest homes, convalescent homes, dormitories, rooming houses, boarding houses, assisted care facilities and other similar short-term lodging with or without care	1 per 2 beds.
Hospitals and other medical facilities providing overnight accommodations	1 per patient bed.
Hotels, motels and other similar lodging and accommodations establishments, <u>without</u> restaurants, lounges, gift shops or convention or meeting rooms	1 per guest room, plus 1 per 3 employees on the largest shift.
Hotels, motels, apartment hotels and other similar lodging and accommodations establishments, <u>with</u> restaurants, lounges, gift shops or convention or meeting rooms	1.3 per guest room, plus 1 per 3 employees on the largest shift.
Libraries and museums	2 per 250 s.f. of floor area devoted to assembly.
M-1 Uses, <u>with</u> associated Retail Sales or retail services	1 per 400 s.f. of floor area, plus 3.33 per 1,000 s.f. of g.l.a for retail or services.
M-1 Uses, <u>without</u> associated Retail Sales or retail services	1 per 400 s.f. of floor area.
Mini-warehouse facilities	4 per 5,000 sq.ft. of gross office/retail floor area.
Motorcycle and paddle boat rentals	1 per employee on the largest shift, plus 1 per 2 rental Vehicles .
Multi-family Dwellings (non-FBO-1) and condominiums, excluding hotels and motels.	1.5 per unit.
Offices, including medical and dental offices, clinics, government offices and office Buildings	3.33 per 1,000 s.f. of floor area.
Professional or Personal Service establishments and medical or dental offices or office Buildings	3.33 per 1,000 s.f. of floor area.
Recreational clubs (includes country clubs, golf clubs, tennis and racquet clubs, Health Clubs , gun clubs and other facilities providing outdoor sporting or Recreational activities)	3.33 per 1,000 s.f. of floor area.
Shopping Centers	3.33 per 1,000 s.f. of floor area.
Single Family Dwellings (non FBO-1)	2 per unit.
Single Family and Multi-family Dwellings in an FBO-1	<u>1.5 space per 1,000 s.f. of floor area.</u>

Notes: s.f. = square feet. g.l.a. = gross leasable area
(Ord. #1254, 11/14/13; Ord. #1351, 11/12/15)

- F. Where the calculation of **Parking Spaces** results in a fraction, the number shall be rounded up to the nearest whole number.
- G. All **Single Family** or **Multi-family Developments** containing three (3) or more **Lots** or **Dwelling Units** shall provide overflow parking for that **Development**. Each overflow parking space shall measure twelve (12) feet by thirty (30) feet. The number of overflow **Parking Spaces** to be provided shall be determined as follows in Table 4.05.02.B:

Table 4.05.02.B: Overflow Parking Requirements

Development Size	Overflow Parking Required
3 to 5 Lots or units	1 space
6 to 10 Lots or units	2 spaces
11 to 20 Lots or units	3 spaces
21 to 30 Lots or units	4 spaces
Over 30 Lots or units	4 spaces plus 1 space for every thirty (30) Lots or units in excess of thirty (30) Lots or units.

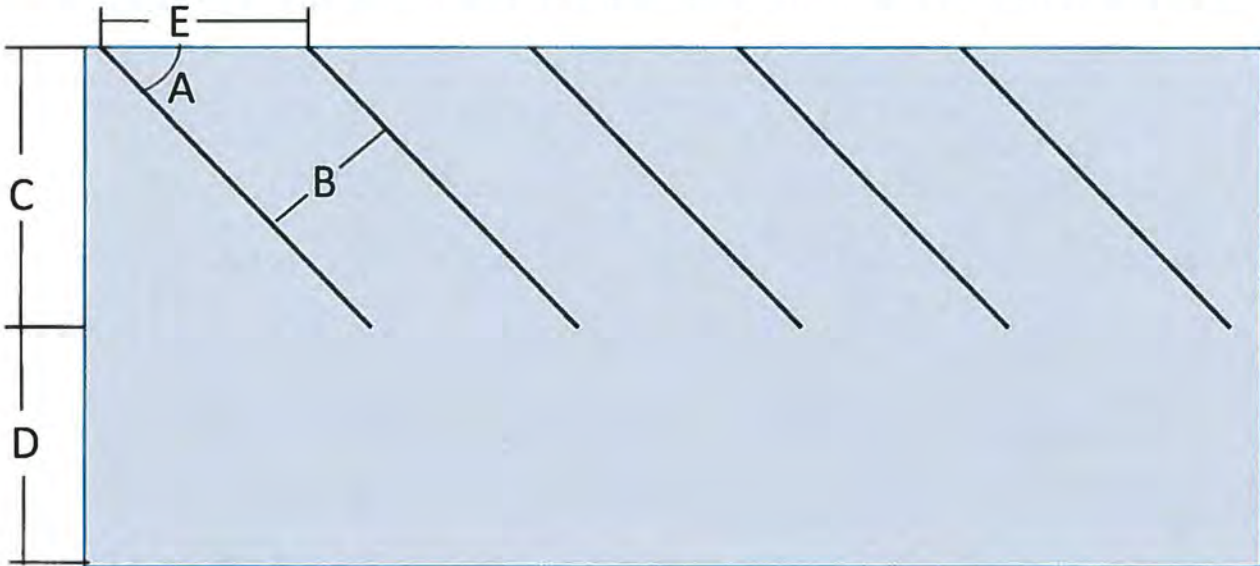
4.05.03 Parking Design, Location and Access Requirements

A. *Parking Spaces* shall be designed according to Table 4.05.03.A.

Table 4.05.03.A: Parking Space design standards

A Parking Angle (degrees)	B Standard Stall Width (feet)	C Stall Depth from Curb (feet)	D Aisle Width 1-way/2- way (feet)	E Curb Length (feet)	Minimum Lot Width (feet) (2 rows plus aisle)
0	9	9	10/22	22	28
30	9	15	10/22	18	40
37.5	9	16	11/22	15.1	43
45	9	17	13/22	12.7	47
52.5	9	18	15/22	11.4	51
60	9	19	18/22	10.4	56
90	9	20	23/23	9	63

Note: Letters A-E in the first 5 columns correspond to the angles and dimensions shown below.



B. All *Parking Lots* and *Vehicular Use Areas* shall be surfaced in accordance with the surfacing requirements established in section 4.04.01B.12.

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

C. No portion of any *Parking Space* shall be located within a public right-of-way except for those areas identified for such use by the Front Beach Road Community Redevelopment Agency or as otherwise authorized by this *LDC*.

- D. Except for *Single Family* and duplex *Driveways* and authorized head-in parking within the public right-of-way, *Parking Spaces* shall be designed to prohibit backing and driving forward directly into a public right-of-way. *Parking Spaces* shall be designed so that cars do not have to back across a sidewalk.
- E. Except for spaces serving *Single Family* residences, *Parking Spaces* shall be designed to prohibit any space from being inaccessible when any other space is occupied.
- F. When an area is designated to provide off-*Street* parking facilities, but individual *Parking Spaces* are not delineated, a minimum of three hundred fifty (350) square feet per *Parking Space* shall be used for computing the minimum total required parking area including driving lanes, maneuvering areas and *Parking Spaces*.

M.. All *Single Family Residential Parking Spaces* shall be located on property contiguous to the *Dwelling*.

SECTION 2. From and after the effective date of this ordinance, Section 7.02.03I of the Land Development Code of the City of Panama City Beach related to General Parking Requirements in Front Beach Road Overlay Districts, is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

7.02.03 Front Beach Road Overlay Districts

I. General Parking Requirements

All *Uses* shall provide on-site and overflow parking as required in section 4.05.00 and the *City's* Beach access parking mitigation requirements, except as modified by sections 7.02.03I and 7.02.03J.

Parking shall be landscaped as required in section 4.06.04. The *City* finds that adequate parking is important for the economic success of commercial corridors. At the same time, excessive parking degrades the corridor's urban design and impedes the *City's* objectives for walkability and multi-modal transportation alternatives. Accommodating required parking on many properties will be challenging due to small *Lot* sizes and the higher cost of structured parking. Dispersing parking off-site in a way that serves multiple properties provides a more efficient, cost-effective and sustainable way to serve the *FBO* districts' parking needs. For these reasons, the Front Beach overlay districts require that a certain percentage of parking be provided on-site, provide incentives for the *Use* of shared parking and establish a process to enable applicants to enter into parking partnerships that provide public benefits that offset the need to strictly comply with public parking policy.

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

1. **Minimum Parking Requirements.** All *Uses* shall provide *Parking Spaces* as required in section 4.05.02 (Parking), except where parking is shared as provided in section 7.02.03I.5 (Shared

Parking) or where the developer participates in a parking partnership as provided in section 7.02.03I.6 (Parking Partnerships) of this section.

2. **Minimum On-site Parking.** Table 7.02.03.J establishes the minimum percentage of total parking requirements that must be provided on the same *Parcel* as the *Use* it serves, or if the *Use* is non-Residential on a contiguous *Parcel* or on a *Parcel* that is on the opposite side of a *Street*. For purposes of this requirement, parking will be determined to be on the opposite side of the *Street* if at least one-fourth of the *Parking Lot* or structure is included within an area that is directly opposite the *Building* or *Use* for which the parking is required. The remaining parking may be provided on-site, or provided off-site in accordance with paragraph 3 of this section, or by parking partnership in accordance with paragraph 6 of this section. For *Uses* not listed, the *City Manager* shall determine the percentage of parking required on-site by determining which *Use* in the table is most similar to the proposed *Use*.

Table 7.02.03.J: Minimum On-Site Parking Requirements

Uses	Minimum Percentage of Required Parking Spaces Required On-Site
Residential	100%
Retail/Restaurant	70%
Office	80%
Lodging	90%
Entertainment	70%
Conference Centers	70%
Mixed Uses	90%

3. **Location.** Parking, other than spaces provided on site in accordance with paragraph 2 of this section, shall be provided in any combination of the following locations approved by the *City Manager*:
 - (a) On another *Lot* or *Parcel* within five hundred (500) feet of the proposed *Development*, as measured along the closest dedicated right-of-way or pedestrian way from the front *Building* entry to the nearest point of the off-site *Parking Lot* or structure; or
 - (b) On another *Lot* or *Parcel* more than five hundred (500) feet but less than three-quarters of a mile from the proposed *Development*, as measured along the closest dedicated right-of-way or pedestrian way from the front *Building* entry to the nearest point of the off-site *Parking Lot* or structure. Both the *Development* and the off-site parking facilities must be located within one hundred (100) feet of an existing transit facility. A "transit facility" includes a bus or tram shelter or multi-modal facility. The transit facility is "existing" if it is currently in existence, is under construction or is funded within the first two (2) years of the transit provider's Capital

Ord. 1405

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4

Improvements Program. If a **Development** relies on this section and the transit stop is closed through no fault of the property owner the owner can continue to rely on the parking.

- (c) Within the public right-of-way along **Local Streets** interior to a subdivision as approved by the **City**. No on-**Street** parking shall be allowed on Front Beach Road, South Thomas Drive or Arnold Road.
 - (d) In a public **Parking Lot** through a parking partnership as provided in section 7.02.03I.6 below. One (1) space will be counted toward the minimum parking requirement for every public **Parking Space** for which the applicant provides via a parking partnership.
4. All off-site parking areas shall meet the following requirements:
- (a) The off-site parking areas shall be connected to the **Use** they serve by a pedestrian connection meeting the requirements of sections 4.05.03 and 4.05.04, as applicable.
 - (b) The owner of the off-site parking area shall enter into a written agreement with the applicant that reserves the necessary spaces for the proposed **Development**.
 - (c) The owner of the off-site parking area shall enter into a written agreement with the **City** that the off-site **Parking Spaces** shall not be disposed of except in conjunction with the sale of the **Building** with the parking area serves and that the off-site **Parking Spaces** will be reserved and maintained so long as they are required. The owner shall bear the expense of recording the agreement and shall agree that the agreement shall bind all heirs, successors and assigns.
5. **Shared Parking.** When a **Parcel**, a single project or a block within a single project contains a mix of **Uses**, the minimum parking requirement for the block may be reduced by up to the percentages shown in Table 7.02.03.K. When an applicant proposes a mix of three (3) or more **Uses**, the **City Manager** shall consider the two dominant **Uses** and any supplemental studies provided by the applicant when determining the maximum percentage reduction for shared parking. For purposes of this section, **Parcels** under separate ownership shall be considered a single project if permanent cross **Access** and the right to use shared parking is provided between parking areas on all abutting **Lots**.

Table 7.02.03.K: Shared Parking Requirements

Uses	Maximum Percentage Reduction of Total Required Parking Spaces
Residential & Office	25%
Residential & Retail/Restaurant	10%
Office & Retail/Restaurant	25%
Lodging & Residential	10%
Lodging & Office	20%
Lodging & Retail/Restaurant	10%

6. **Parking Partnerships.** The Planning Board may approve, at the time of **New Development, Redevelopment or Change of Use**, the provision of a parking arrangement that does not strictly comply with standards for on-site or shared parking. The ability to **Use** a parking partnership is not a right, but may be approved as a condition by the Planning Board provided that such arrangement:

- (a) Is provided to the Board as evidence that the detriment resulting from the deviation from public policy is offset by the benefit of the parking provided by the arrangement;
- (b) Does not unreasonably burden vacant lands or existing **Development** which is not undergoing **New Development, Redevelopment or Change of Use**;
- (c) Provides for parking to be available concurrently with the issuance of a **Certificate of Occupancy** for the **Use** or **Uses** requiring the parking; and
- (d) Does not bar the subsequent lawful imposition of any assessment.

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

7. **Bicycle Parking.** Bicycle parking shall comply with the provisions of section 4.05.06 and shall be located so that the bicycle parking is within one hundred (100) feet of a public entry to the **Building or Use** it serves and that it does not interfere with pedestrian movement.

(Ord. # 1252, 12-13-12)

8. **Motorcycle/scooter parking, reduction.**

- (a) Motorcycle and scooter parking may substitute for required **Parking Spaces** for non-residential **Uses**. Existing parking may be converted to take advantage of this provision.
- (b) Motorcycle and scooter parking may substitute for up to five (5) automobile spaces or five (5) percent of the required **Parking Spaces**, whichever is less. For every four (4) motorcycle **Parking Spaces** provided, the automobile parking requirement may be reduced by one (1) space.
- (c) Motorcycle and scooter **Parking Spaces** shall measure at least four (4) feet in width by eight (8) feet in length.
- (d) Motorcycle and scooter **Parking Spaces** shall be identified or designated through the **Use** of signage or pavement markings.

9. **Beach Parking**

No **New Development, Redevelopment or Change of Use** of any **Premises** located in whole or in part within an FBO district shall be permitted unless there is paid to the **City** an amount equal to six thousand five hundred (\$6,500) for each fifty (50) linear feet or part thereof, of such **Parcel** which for all practical purposes is adjacent to the waters or the sand beach of the Gulf of Mexico.

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 5. This Ordinance shall take effect immediately upon passage.

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

MAYOR

ATTEST:

CITY CLERK

EXAMINED AND APPROVED by me this ____ day of _____, 20__.

MAYOR

Published in the _____ on the ____ day of _____, 2017.

Posted on pcbgov.com on the ____ day of _____, 2017.

REGULAR AGENDA

ITEM 5



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Building and Planning Department/Mel Leonard

2. MEETING DATE:

02/23/2017

3. REQUESTED MOTION/ACTION:

It is requested that the City Council consider the recommended changes to clarify and confirm the nature of a permanent building intended for human occupancy.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED Yes No N/A

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

The proposed changes do the following:

1. Clarifies and confirms the nature of a permanent building intended for human occupancy. The changes will not permit a temporary structure to be altered to become a permanent structure;
2. The definition of "Building" is modified to clarify that it is "site-built" and not designed to be moved once erected; and,
3. The State insignia on modular homes has changed so the definition has been modified as such.

The Planning Board considered the proposed changes at their February 13, 2017 meeting and recommended approval (7-0). It is recommended that the City Council consider the ordinance and approve with any needed changes.

ORDINANCE NO. 1406

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S LAND DEVELOPMENT CODE; AMENDING THE DEFINITIONS OF BUILDING AND MODULAR HOME; AMENDING THE SITE DESIGN STANDARDS TO CLARIFY AND CONFIRM THE NATURE OF A PERMANENT BUILDING INTENDED FOR HUMAN OCCUPANCY IN THE CITY; AMENDING ACRONYMS AND CITATIONS TO PROPERLY REFER TO DBPR'S AUTHORITY TO APPROVE MODULAR HOMES AS PERMANENT BUILDINGS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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

SECTION 1. From and after the effective date of this ordinance, Section 1.07.00 of the Land Development Code of the City of Panama City Beach related to Acronyms and Definitions, is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

1.07.01 Acronyms

dbh – diameter at breast height

DCA – Florida Department of Community Affairs

DBPR—Florida Department of Business and Professional Regulation

...

1.07.02 Definitions

As used in the *LDC*, the following terms shall have the meanings assigned to them. When one or more defined terms are used together, their meanings shall also be combined as the context shall require or permit. All terms not specifically defined shall carry their usual and customary meanings. Undefined terms indigenous to a trade, industry or profession shall be defined when used in such context in accordance with their usual and customary understanding in the trade, industry or profession to which they apply.

...

Building – A **site-built** permanent structure with two or more opposing sides and a ***Roof*** and intended for human occupancy, **which is not designed to be moved once erected.**

...

Modular Home – A *Residential* structure, built in sections (modules) at a factory, assembled on site and bearing the insignia of the ~~DCA~~ **DBPR or its successor regulatory state agency** on the inside of the home's electrical panel, **designed for erected or installation on a site built permanent foundation.**

SECTION 2. From and after the effective date of this ordinance, Section 4.02.00 of the Land Development Code of the City of Panama City Beach related to Site Design Standards, is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

4.02.00 SITE DESIGN STANDARDS

4.02.01 Generally

- A. The purpose of this chapter is to provide site design and *Development* standards applicable to both public and private *Development*.
- B. The principal *Building* on any *Lot* or *Parcel* of land shall be erected within the area bound by the required *Setbacks*. *Accessory Buildings* shall be subject to front and side *Setbacks* established for the principal *Building*, but may be located in required *Rear Yards* subject to limitations established in this *LDC*.
- C. The minimum *Setbacks* and other *Open Spaces* required in this *LDC* shall apply to each and every *Building* existing at the time of the adoption of this *LDC* and to any *Building* hereafter erected or altered, except as authorized pursuant to the *LDC*.
- D. All newly established or non-grandfathered, permanent *Uses* in any Commercial or Industrial district involving human occupancy secured or protected from the elements in a structure must be secured or protected within a *Building* integrally attached to a permanent, supporting structural foundation, which *Building* is incapable of being moved without specialized heavy equipment and professional expertise, and which building and foundation meet the requirements of the latest version of the Florida Building Code, including but not limited to, general design, wind load and exposure category requirements for structures located within the Wind-borne Debris Region. **A structure originally designed to be mobile may not be altered (by removal of tongue, axle, wheels or all of such features and subsequent anchoring to permanent foundation) to become a Building intended to contain a permanent Use involving human occupancy.** Notwithstanding the forgoing, a permanent *Use* in a structure which is securely tied to the earth and meets the requirements of the latest version of the

Florida Building Code, including but not limited to, general design, wind load and exposure category requirements for structures located within the Wind-borne Debris Region, shall be exempt from the forgoing foundation requirement if all of the following conditions are met:

1. Neither the structure nor any sign directing attention to the structure or the business therein is visible by a pedestrian upon the sidewalk or paved right of way of a public street;
2. The structure is one of at least two, co-located and similar structures which comprise part of a themed amusement park not less than seven (7) contiguous acres in size and under unified ownership or control; and
3. Access to the structure and the business located therein is limited to a common gate providing access to the entire amusement park.

SECTION 3. From and after the effective date of this ordinance, Section 5.04.11 of the Land Development Code of the City of Panama City Beach related to Single Family Dwellings and Modular Homes, is amended to read as follows (new text **bold and underlined**, deleted text ~~struck through~~):

5.04.011 Single Family Dwellings and Modular Homes (DCA DBPR Approved)

- A. *Single Family Dwellings* and ~~DCA~~ DBPR approved *Modular Homes* are allowable in the CL, CM and CH zoning districts, subject to the standards of those zoning districts and the standards in this section.
- B. The minimum *Lot* area shall be 6,000 square feet.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

SECTION 5. The appropriate officers and agents of the City are authorized and directed to codify, include and publish in electronic format the provisions of this Ordinance within the Panama City Beach Land Development Code, and unless a contrary ordinance is

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adopted within ninety (90) days following such publication, the codification of this Ordinance shall become the final and official record of the matters herein ordained. Section numbers may be assigned and changed whenever necessary or convenient.

SECTION 6. This Ordinance shall take effect immediately upon passage.

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

MAYOR

ATTEST:

CITY CLERK

EXAMINED AND APPROVED by me this ____ day of _____, 20__.

MAYOR

Published in the _____ on the ____ day of _____, 2017.

Posted on pcbgov.com on the ____ day of _____, 2017.

REGULAR AGENDA

ITEM 6



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Building and Planning Department/Mel Leonard

2. MEETING DATE:

02/23/2017

3. REQUESTED MOTION/ACTION:

It is requested that the City Council consider the proposed change to Section 9.02.01 of the Land Development Code and make any necessary changes.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED Yes No N/A

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

Section 9.02.02 of the Land Development Code (LDC) regulates the expansion, enlargement, or modification of non-conforming development and uses. Nothing in this section prohibits the ordinary and routine maintenance and repair of non-conforming structures. However, upon expanding, enlarging, or modifying the structure, a non-conforming development or use will then be required to reduce the existing non-conformity or completely comply with the requirements of the LDC depending upon the amount of change to the structure that is to be conducted. Compliance with the LDC most often consists of a combination of adding landscaping, burying utilities, removing metal facades, providing sidewalks, correcting stormwater, and/or driveway modifications. Staff has usually only required additional landscaping and driveway modifications if the proposed work consisted of enlarging or expanding the non-conforming development or use. Such work usually requires additional parking which would then require more landscaping and driveway modifications. If the proposed work is a modification that does not require additional parking, staff has required other compliance measures such as removing metal facades, providing a sidewalk when no impervious path exists, burying utilities, correcting stormwater when applicable or other requirements that need addressing on any particular site given its specific site development features. Uncertainty can exist when determining to what degree a particular site must conform to the LDC when compared to the amount and type of changes being proposed to the site. It is usually a public benefit to have an older non-conforming building rehabilitated to better comply with existing codes. Such construction cleans up eye-sores on the community and helps to encourage other remodels of older buildings in the area. If a community's regulations on such work are overly restrictive, such eye-sores can become too expensive or troublesome for a developer to attempt. The result can be that the eye-sores remain and redevelopment in the area is stifled. It would be a benefit for the Planning Board to consider the applications of work consisting of expanding, enlarging, or modifying non-conforming development or uses in the FBO districts in order to ensure that older buildings can be improved while also gaining some appropriate compliance with the LDC.

ORDINANCE NO. 1410

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S LAND DEVELOPMENT CODE RELATING TO EXISTING NON-CONFORMING DEVELOPMENT; REQUIRING PROPERTIES IN AN FBO DISTRICT TO SEEK PLANNING BOARD REVIEW FOR EXPANSION, ENLARGEMENT, OR MODIFICATION OF A NON-CONFORMING DEVELOPMENT OR USE; ESTABLISHING HOW APPLICATIONS ARE TO BE PROCESSED; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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

SECTION 1. From and after the effective date of this ordinance, Section 9.02.01 of the Land Development Code of the City of Panama City Beach related to Existing Non-Conforming Development is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

9.02.00 EXISTING NON-CONFORMING DEVELOPMENT

9.02.01 Continuation of Non-Conforming Development

- A. Subject to section **Error! Reference source not found.**, ***Non-Conforming Development*** may remain in ***Use*** and in place in its nonconforming state, if such ***Development*** is otherwise lawful and in existence on the date of enactment or subsequent amendment of this ***LDC***. Notwithstanding the forgoing, ***Motor Scooter Rental Uses*** are subject to the limitations upon the number of ***Scooters*** at each location set forth in sub-section D of this Section.

(Ord. # 1304, 3/27/14; Ord. #1351, 11/12/15)

- B. Nothing in this chapter shall be construed to prevent the ordinary and routine maintenance and repair of nonconforming structures. A non-conforming structure may be issued a roofing permit, regardless of the other provisions of this section.

- C. Where an existing **Use** is located in conformity with this **LDC** (or similar, preceding law), the subsequent establishment of a neighboring **Use**, which due to distance limitations would make the pre-existing use non-conforming, shall not cause the prior **Use** to be in violation of this **LDC**. Such **Use** shall not become a non-conforming **Use** but shall continue as if a lawful, conforming **Use** except that the **Use** shall be brought into full compliance with the **Use** regulations in this **LDC** upon discontinuance of occupancy and/or **Use** of the **Development** for a period of more than 180 days in any 365-day period.

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

- D. Any location with eighty (80) **Scooters** or fewer offered for rental consistently during the summer of 2015 shall be limited to offering a maximum of sixty (60) **Scooters**. Any other **Scooter** rental location shall be limited to the following maximum number of rental **Scooters**:
- Immediately: Seventy-five percent (75%) of the number of **Scooters** consistently offered for rent at that location during the summer of 2015.
 - After September 5, 2016: Fifty percent (50%) of the number of **Scooters** consistently offered for rent at that location during the summer of 2015.
 - After September 5, 2017: Sixty (60) **Scooters**.

The City shall prepare and issue for each **Non-Conforming Use Scooter Rental** location a number of medallions unique to that location and each **Scooter** available for rent at a **Non-Conforming Use** must have one of those medallions affixed to it. Excess medallions must be returned to the City on or before September 5, 2016, and September 5, 2017. Medallions may be used only at the location for which issued.

(Ord. #1351, 11/12/15)

- E. For properties located within an FBO district, expansion, enlargement, or modification of a non-conforming development or use may only occur upon the Planning Board making a finding, with any conditions, that sections 9.02.02 and/or 9.02.03 have been satisfied. Such applications shall be processed according to Section 10.16.00.**

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

SECTION 3 The appropriate officers and agents of the City are authorized and directed to codify, include and publish in electronic format the provisions of this Ordinance within the Panama City Beach Land Development Code, and unless a contrary ordinance is adopted within ninety (90) days following such publication, the codification of this

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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 _____, 2017.

MAYOR

ATTEST:

CITY CLERK

EXAMINED AND APPROVED by me this ____ day of _____, 20__.

MAYOR

Published in the _____ on the ____ day of _____, 2017.

Posted on pcbgov.com on the ____ day of _____, 2017.

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