PANAMA CITY BEACH CITY COUNCIL
AGENDA

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

REGULAR
MEETING DATE: April 9, 2015
MEETING TIME: 6:00 P.M.

I. INVOCATION: PASTOR RAMON DUVALL, BEACHSIDE FELLOWSHIP CHURCH
II. PLEDGE OF ALLEGIANCE: MAYOR GAYLE F. OBERST
III. APPROVAL OF AGENDA
IV. APPROVAL OF MINUTES
V. JS CONSENT AGENDA
1. RESOLUTION 15-82, ANNUAL SHADDAI SHRINE TEMPLE SPRING CEREMONIAL PARADE. The annual Shaddai Shrine Temple Spring Ceremonial Parade has been scheduled for Saturday, May 16, 2015, and the Resolution is entitled “A Resolution of the City of Panama City Beach related to “The Shaddai Shrine Temple Spring Ceremonial Parade” authorizing the temporary closure of portions of Front Beach Road on the morning of Saturday, May 16, 2015.”

2. RESOLUTION 15-80, BIDS- LIFEGUARD TOWER PURCHASE. Staff advertised bids for the purchase of a new Lifeguard Tower for the beach at the City Pier. Only one bid was submitted from Industrial Design Research, Inc. for a total of $19,616.00. The Parks and Recreation/Pier Budget can sufficiently cover this expense. STAFF RECOMMENDS approval. “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 Industrial Design Research, Inc., relating to the purchase of one portable lifeguard tower, in the basic amount of $19,616, in substantially the form attached and presented to the Council today, draft dated 3/13/15, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.”

3. RESOLUTION 15-85, RATIFYING AND APPROVING COMBINED OPERATIONAL ASSISTANCE AND VOLUNTARY COOPERATION MUTUAL AID AGREEMENT. “BE IT RESOLVED that the appropriate officers of the City are authorized to execute, deliver and ratify on behalf of the City that certain Combined Operational Assistance and Voluntary Cooperation Mutual Aid Agreement between the City and the City of Bonifay Police Department, in the form attached and presented to the Council today.”

VI. REGULAR AGENDA ITEMS - DISCUSSION/ACTION

<table>
<thead>
<tr>
<th>NO.</th>
<th>OFFICIAL</th>
<th>ITEM</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>GFO</td>
<td>BOYS &amp; GIRLS CLUB CIVIC ACHIEVEMENT AWARD.</td>
</tr>
<tr>
<td>2</td>
<td>GFO</td>
<td>“NATIONAL LIBRARY WEEK” AND “NATIONAL LIBRARY WORKERS DAY” PROCLAMATIONS AND PRESENTATION.</td>
</tr>
<tr>
<td>3</td>
<td>GFO</td>
<td>“NATIONAL VOLUNTEER WEEK” PROCLAMATION &amp; PRESENTATION.</td>
</tr>
<tr>
<td>4</td>
<td>GFO</td>
<td>“NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK” PROCLAMATION AND PRESENTATION.</td>
</tr>
</tbody>
</table>

1 of 2

Regular Agenda
April 9, 2015
WARrior beach retreat proclamation and presentation.

Resolution 15-79, uniform services agreement.

Resolution 15-82, sovereignty submerged lands easement, calypso towers outfall.

Resolution 15-83, hidden lagoon easement.

Resolution 15-84, emergency funds for spring break 2015 and budget amendment #18, public hearing.

Ordinance 1340, FBO setbacks and stories, 2nd reading, public hearing and adoption.

Ordinance 1342, dellwood properties rezoning, 2nd reading, public hearing and adoption.

Ordinance 1346, hours of alcohol sales, 1st reading.

Spring break update.

City manager update.

John Reichard  
Rick Russell  
Josie Strange  
Keith Curry  
Gayle Oberst  

I certify that the Council members listed above have been contacted and given the opportunity to include items on this agenda.

Deputy City Clerk  
Date

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

E-mailed and/or Faxed to following interested parties on: 4/6/15 2:00 PM

News Media  

Contact  

News Herald  
John Henderson

Bullet  
Phil Lucas

Channel 4  
Ryan Rodig

Channel 7  
Rex Ogburn

Channel 13  
Ken McVay

Comcast  
Kay C. McWilliams

WOW  
Cil Schnitker

WKGC  
Emily Balazs

WLTG  
A. D. Whitehurst

Magic Broadcasting  
Chris Allen

Clear Channel  
Crystal Presley

Panama City Radio  
Brandon Andrews

Note: Copies of the agenda items are posted on the city’s website www.pcbg.gov 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 (1993)
CONSENT AGENDA
ITEM #1,
RESOLUTION 15-72
RESOLUTION 15-72

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH RELATED TO "THE SHADDAI SHRINE TEMPLE SPRING CEREMONIAL PARADE" AUTHORIZING THE TEMPORARY CLOSURE OF PORTIONS OF FRONT BEACH ROAD ON THE MORNING OF SATURDAY, MAY 16, 2015.

WHEREAS, the Shaddai Shrine Temple Spring Ceremonial Parade (the "Event") is scheduled to be held on Saturday, May 16, 2015 in Panama City Beach; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL of Panama City Beach that during the house of 9:30 A.M. and 12:30 P.m., on Saturday, May 16, 2015, all vehicular traffic on Front Beach Road (US Hwy 98A) from Richard Jackson Boulevard west to the Middle Beach-Front Beach Road intersection, shall be rerouted or otherwise controlled in accordance with the map which accompanies this Resolution to accommodate the Event.

PASSED, APPROVED AND ADOPTED in regular session of the Panama City Beach City Council this 9th day of April, 2015.

CITY OF PANAMA CITY BEACH

By: ________________________________
    Mayor Gayle F. Oberst

ATTEST:

______________________________
Holly J. White, City Clerk
- Detour Route
- Parade Route
<table>
<thead>
<tr>
<th>TIME</th>
<th>EVENT</th>
<th>LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Friday, May 15, 2015</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11:00AM</td>
<td>Ladies Luncheon (Social Hour)</td>
<td>Harpoon Harrys</td>
</tr>
<tr>
<td>11:30AM</td>
<td>Ladies Luncheon (Lunch)</td>
<td>Harpoon Harrys</td>
</tr>
<tr>
<td>1:00PM</td>
<td>Dixie Shrine Association Meeting</td>
<td>Paradise Palms Resort</td>
</tr>
<tr>
<td>1:00PM</td>
<td>Parade Marshalls Meeting</td>
<td>Paradise Palms Resort</td>
</tr>
<tr>
<td>2:00PM</td>
<td>DSMC Meeting/Elections</td>
<td>Paradise Palms Resort</td>
</tr>
<tr>
<td>3:00PM - 5:00PM</td>
<td>Dixie Shrine Hospitality</td>
<td>113 &amp; 114</td>
</tr>
<tr>
<td>6:00PM</td>
<td>Clowns Dinner &amp; Award Banquet</td>
<td>Paradise Palms Resort</td>
</tr>
<tr>
<td><strong>Saturday, May 16, 2015</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7:00AM - 9:00AM</td>
<td>Breakfast</td>
<td>Paradise Palms Resort</td>
</tr>
<tr>
<td>8:00AM - 12:00PM (noon)</td>
<td>Vendor Display</td>
<td>Paradise Palms Resort</td>
</tr>
<tr>
<td>10:00AM</td>
<td>Parade Line-Up</td>
<td>Edgewater Shopping Center</td>
</tr>
<tr>
<td>11:00AM</td>
<td>Parade Steps Off</td>
<td>Front Beach Road</td>
</tr>
<tr>
<td>12:30PM - 4:00PM</td>
<td>Meet/Greet Incoming President (Sam Butleri)</td>
<td>Paradise Palms Resort</td>
</tr>
<tr>
<td>6:00PM</td>
<td>DSMC Hospitality</td>
<td>Paradise Palms Resort</td>
</tr>
<tr>
<td>6:45PM</td>
<td>DSMC Dinner &amp; Awards</td>
<td>Paradise Palms Resort</td>
</tr>
</tbody>
</table>

**PLEASE NOTE**

Everyone will need a D.S.A. registration to gain admission to any event associated with the Dixie Shrine Association.

**REGISTRATION:**

A. Representatives: $90.00
B. All Others: $20.00 per person

Tickets to the Dixie President's Banquet and Ladies Luncheon will be included in the Representatives registration packet. Other Divan members and general nobility may purchase President's Banquet tickets at $35.00 per person and Ladies Luncheon tickets at $25.00 per person.

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Dixie Shrine Association
# Dixie Shrine Association Convention

**May 13th, 14th, 15th & 16th**

<table>
<thead>
<tr>
<th>TIME</th>
<th>EVENT</th>
<th>LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wednesday, May 13, 2015</td>
<td>Welcome Dixie Shrine, TDC Distinguished Fellow</td>
<td>Pool Deck</td>
</tr>
<tr>
<td>11:00 AM</td>
<td>Vendor Setup</td>
<td>Paradise Palms Resort</td>
</tr>
<tr>
<td>4:30 PM</td>
<td>Ceremonial</td>
<td>Paradise Palms Resort</td>
</tr>
<tr>
<td>Thursday, May 14, 2015</td>
<td>Breakfast (Driving USA Rally)</td>
<td>Paradise Palms Resort</td>
</tr>
<tr>
<td>7:00 AM - 9:00 AM</td>
<td>Fishing Tournament</td>
<td>Cpt. Anderson Marina</td>
</tr>
<tr>
<td>11:00 AM</td>
<td>Golf Tournament Joe McAdam, Chairman</td>
<td>Holiday Golf Club</td>
</tr>
<tr>
<td>12:00 Noon - 4:00 PM</td>
<td>Dixie Shrine Registration</td>
<td>Paradise Palms Resort</td>
</tr>
<tr>
<td>12:00 Noon - 5:00 PM</td>
<td>Vendor Display</td>
<td>Paradise Palms Resort</td>
</tr>
<tr>
<td>12:00 Noon - 5:00 PM</td>
<td>Clown Registration</td>
<td>Paradise Palms Resort</td>
</tr>
<tr>
<td>12:00 Noon - 5:00 PM</td>
<td>Hillbilly Registration</td>
<td>TBA</td>
</tr>
<tr>
<td>3:00 PM</td>
<td>DASMC Competition Drawing</td>
<td>Paradise Palms Resort</td>
</tr>
<tr>
<td>6:30 PM</td>
<td>President's Banquet</td>
<td>Paradise Palms Resort</td>
</tr>
<tr>
<td>6:30 PM</td>
<td>Social Hour (Cash Bar)</td>
<td>Paradise Palms Resort</td>
</tr>
<tr>
<td>7:00 PM</td>
<td>Dinner (Dress Casual)</td>
<td>Paradise Palms Resort</td>
</tr>
<tr>
<td>8:30 PM</td>
<td>DJ Block Party (Weather permitting)</td>
<td>Pool Deck</td>
</tr>
</tbody>
</table>

**Friday, May 15, 2015**

<table>
<thead>
<tr>
<th>TIME</th>
<th>EVENT</th>
<th>LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>6:30 AM</td>
<td>DASMC Competition Setup</td>
<td>Frank Brown Park</td>
</tr>
<tr>
<td>7:00 AM - 9:00 AM</td>
<td>Breakfast</td>
<td>Paradise Palms Resort</td>
</tr>
<tr>
<td>8:00 AM - 5:00 AM</td>
<td>Vendor Display</td>
<td>Paradise Palms Resort</td>
</tr>
<tr>
<td>8:00 AM - 4:00 AM</td>
<td>Dixie Shrine Registration</td>
<td>Paradise Palms Resort</td>
</tr>
<tr>
<td>8:00 AM</td>
<td>DASMC Competition</td>
<td>Frank Brown Park</td>
</tr>
<tr>
<td>8:00 AM - 10:00 AM</td>
<td>Hillbilly Registration</td>
<td>TBA</td>
</tr>
<tr>
<td>10:00 AM</td>
<td>Clown Competition</td>
<td>Paradise Palms Resort</td>
</tr>
<tr>
<td>10:00 AM</td>
<td>Hillbilly Competition</td>
<td>TBA</td>
</tr>
</tbody>
</table>
CONSENT AGENDA

ITEM #2,

RESOLUTION 15-80
RESOLUTION 15-80

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 Industrial Design Research, Inc., relating to the purchase of one portable lifeguard tower, in the basic amount of Nineteen Thousand Six Hundred Sixteen Dollars ($19,616), in substantially the form attached and presented to the Council today, draft dated March 13, 2015, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: __________________________
    Gayle F. Oberst, Mayor

ATTEST:

___________________________
Holly White, City Clerk
Memorandum

Date: 3/26/2015
To: Mario Gisbert, City Manager
From: Jim Ponek, Parks and Recreation Director
Subject: Bid for Lifeguard Tower

Staff advertised bids for the purchase of a new Lifeguard Tower for the Beach at the City Pier. Only one bid was submitted from Industrial Design Research Inc. for a total of $19,616.00. The Parks and Recreation/Pier budget can sufficiently cover this expense. A suggested motion is provided should you choose to award it.

Suggested Motion:

Be it resolved that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement between the City and Industrial Design Research for a Lifeguard Tower for the total amount of $19,616.00 with such changes, insertions or omissions as may be approved by the city manager and the execution of such agreement shall be conclusive evidence of such approval.
<table>
<thead>
<tr>
<th>Bidder</th>
<th>Address</th>
<th>Information</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Industrial Design Research</td>
<td>3203 Bern Court Laguna Beach, CA 92651</td>
<td>Lifeguard Tower</td>
<td>$19,616.00</td>
</tr>
</tbody>
</table>
BID PROPOSAL FORM

TO: City of Panama City Beach, Florida

SUBMITTED: 3, 13, 15, 2015.

PORTABLE LIFEGUARD TOWER

The Undersigned, as Bidder, hereby declares that they have examined the bid specifications and informed themselves fully in regard to all conditions pertaining to the equipment to be supplied.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the City of Panama City Beach for the lump sum prices listed, in full and complete accordance with the shown, noted, described and reasonably intended requirements of the specifications to the full and entire satisfaction of the City of Panama City Beach, Florida, with a definite understanding that no additional money will be allowed for extra work. Payment in full will be made to the supplier within 30 days of delivery. The Bidder further proposes and agrees hereby to supply all specified equipment within 6 consecutive weeks from when bid is approved and awarded.

Purchase will be made under terms and conditions specified by City in its form of Purchase Order. If a deposit is required, it must be specified below. Final payment, in readily available funds, will be made upon acceptance by City of strictly conforming goods after delivery. Strict adherence to design specifications is required.

ADDENDUM ACKNOWLEDGMENT: (Only if addendums have been provided).
I, the undersigned bidder, hereby acknowledge receipt of the following addenda:
Addendum No. ____________ Addendum No. ____________

DRAWINGS:
A drawing of the Front Deck Portable Tower must be attached to this bid proposal form.

LUMP SUM BID PRICE:
Lump sum price for furnishing One (1) Portable Lifeguard Tower in accordance with the contract Specifications:

$ 19,616

Specify Manufacturer and Model#: INDUSTRIAL DESIGN RESEARCH INC.
# SURVEYOR JR. FRONT DECK MODEL

Specify terms of any deposit: ____________________________

SUPPLIER: INDUSTRIAL DESIGN RESEARCH INC.

BY: DAVID STOLLERY TITLE: PRES.

ADDRESS: 3203 BERN CT City LAGUNA BEACH State CA Zip 92651

EMAIL ADDRESS: INDESRE@SCGLOB.COM NET

Phone (714) 420-0695

SIGNATURE – (Confirming all information above is correct) ____________________________

CONSENT AGENDA ITEM #
Windows shall be provided with one piece-piece fiberglass shutters. The operation of the doors and shutters shall be designed so as to require one person at a time, a period of two (2) minutes or less, to open or secure the station.

The enclosure interior shall have a built in molded fiberglass bench seat with lumbar support and foot rest and a lockable cabinet with table top area.

All hinges, latches and fasteners must be stainless steel.

Access to the elevated deck shall be provided with 304 grade stainless steel 30 to 60 degree diamond plate ladder that must fold up into a lockable position to limit access to tower deck when not in use.

Railings and ladder must be constructed from high quality polished stainless steel for maximum corrosion resistance.

An exterior observation deck, constructed of molded structural fiberglass, with approximately 4 feet by 4 feet of floor area shall be provided. Deck area shall have an integral non-skid walking surface. Color will be the same color as the roof. Either a white of cream color.

Doors and shutter shall have locking mechanisms and hardware designed so that the shelter may be secured with one exterior keyed lock.

Rear window must be a sliding window with vandal resistant shutter as well.

Drawings of the proposed single front deck tower with the above specifications are to be attached to the bid form.

2.2 - Front Deck Portable Lifeguard Tower Recommended Drawings
CONSENT AGENDA

ITEM #3,

RESOLUTION 15-85
RESOLUTION 15-85

BE IT RESOLVED that the appropriate officers of the City are authorized to execute, deliver and ratify on behalf of the City that certain Combined Operational Assistance and Voluntary Cooperation Mutual Aid Agreement between the City and the City of Bonifay Police Department, in the form attached and presented to the Council today.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of ____________, 2015, nunc pro tunc March 30, 2015.

CITY OF PANAMA CITY BEACH

By: __________________________
    Gayle F. Oberst, Mayor

ATTEST:

______________________________
Holly White, City Clerk
From: Jones, Harvey <HarveyJones@fdle.state.fl.us>
Sent: Friday, April 03, 2015 7:11 AM
To: ‘Linda Humphreys’
Subject: MAA e-Receipt Bonifay PD-Panama City Beach

E-RECEIPT for Mutual Aid Agreement

On 04-03-2015, this office received a file copy of the mutual aid agreement between the Bonifay PD and Panama City Beach.

Pursuant to the administrative reporting requirements of the Mutual Aid Act (F.S. §23.1225(4)), a copy of this agreement is now on file with the Florida Department of Law Enforcement.

It is recommended that this receipt (or copy) be maintained with each original agreement to document that you have complied with this requirement, and that you inform each other participating agency of your compliance.

Please remember that a copy of each newly executed law enforcement mutual aid agreement constructed under the authority of the Florida Mutual Aid Act needs to be promptly submitted to FDLE:

By E-mail: A scanned (.pdf document) copy of each complete agreement sent to MutualAid@fdle.state.fl.us

By FAX: A copy of each complete agreement to (850) 410 – 8392

By Mail: FDLE Mutual Aid, ATTN: Harvey Jones, P O BOX 1489, Tallahassee FL 32302-1489

Each submitted copy should include an agency e-mail address to which an e-receipt acknowledging your compliance will be sent.

Participating agencies should note that FAQ’s related to developing mutual aid agreements and model agreements which incorporate current statutory requirements may be found on the FDLE’s Mutual Aid Website – Local Assistance Page located on Florida’s Criminal Justice Network (FLCJN.net). These model agreements may be downloaded and adapted to meet the needs of participating agencies.

For specific local or regional issues, questions, or for direct assistance with agreements or mutual aid planning, please contact this office.

Harvey Jones - Mutual Aid Operations Review Specialist
Investigations & Forensic Science Program, Office of Field Services
850. 410. 7067  CELL = 850.528.4206  FAX = 850.410.8392  MutualAid@fdle.state.fl.us

Harvey Jones
Mutual Aid
850-410-7067 office
850-528-4206 Cell
COMBINED
OPERATIONAL ASSISTANCE AND VOLUNTARY COOPERATION
MUTUAL AID AGREEMENT

This Agreement is made as of March 30, 2015, by and between Bonifay Police
Department and the City of Panama City Beach, Florida.

WITNESSETH

WHEREAS, the subscribing law enforcement agencies are so located in relation to each
other that it is to the advantage of each to receive and extend mutual aid in the form of law
enforcement services and resources to adequately respond to:

(1) Continuing, multi-jurisdictional law enforcement problems, so as to protect the public
peace and safety, and preserve the lives and property of the people and

(2) Intensive situations including but not limited to emergencies as defined under Section
252.34, F.S., and

   (1) Continuing, multi-jurisdictional law enforcement problems, so as to protect
   the public peace and safety, and preserve the lives and property of the people,
   and

   (2) Intensive situations including but not limited to emergencies as defined under
Section 252.34, F.S.; and

WHEREAS, the City of Panama City Beach for its Police Department and Bonifay
Police Department have the authority under Section 23.1225 F.S., et seq., to enter into a
combined mutual aid agreement for law enforcement service which:

(1) Permits voluntary cooperation and assistance of a routine law enforcement
nature across jurisdictional lines; and

(2) Provides for rendering of assistance in a law enforcement emergency as
defined in Section 252.34:

NOW, THEREFORE, the parties agree as follows:
SECTION I. PROVISIONS FOR VOLUNTARY COOPERATION

Each of the aforesaid law enforcement agencies hereby approve and enter into this Agreement whereby each of the agencies may request and render law enforcement assistance to the other in dealing with any violations of Florida Statutes to include, but not necessarily be limited to, investigation of homicides, sex offenses, robberies, assaults, burglaries, larcenies, gambling and motor vehicle thefts, and primarily focusing on inter-agency task forces and/or joint investigations involving drug violations pursuant to Chapter 893, F.S., and backup services during patrol activities.

SECTION II. PROVISIONS FOR OPERATIONAL ASSISTANCE

The subscribed agencies hereby approve and enter into this Agreement whereby each of the agencies so represented may request and render law enforcement assistance to the other to include but not necessarily be limited to dealing with civil disturbances, large protest demonstrations, aircraft disasters, fires, natural or man-made disasters, sporting events, concerts, parades, escapes from detention facilities, and incidents requiring utilization of specialized units.

Whenever a traffic crash involving suspected injuries of a serious nature is reported to the jurisdiction in which the crash occurred, and that law enforcement agency is unable to provide the immediate response necessary to render aid to the injured or prevent further injury, the assisting agency may be contacted for assistance. The assisting effort shall be restricted to necessary first aid and traffic direction.

SECTION III. PROCEDURE FOR REQUESTING ASSISTANCE

In the event that a party to this Agreement is in need of assistance as set forth above, that party shall notify the agency head or designee from whom such assistance is required. The agency head or designee whose assistance is sought shall evaluate the situation and will respond in a manner he or she deems appropriate.

Nothing contained herein shall be construed to require either law enforcement agency to render assistance to the other. The decision to render assistance to the other law enforcement agency shall rest solely within the discretion of the agency to whom the request is made.

The agency head in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his or her jurisdiction, for how long such assistance is authorized and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.
The agency head’s decision is these matter shall be final.

Should a sworn law enforcement officer be in the other subscribed agency’s jurisdiction for matter of a routine nature, such as traveling throughout the jurisdiction on routine business, attending a meeting or going to or from work, or transporting a prisoner, and a violation of Florida statutes occurs in the presence of said party, he or she shall be empowered to render law enforcement assistance and act in accordance with law. Should enforcement action be taken, said party shall notify the agency having normal jurisdiction and upon the latter’s arrival, turn the situation over to them and offer any assistance requested including, but not limited to, a follow-up written report documenting the event and the actions taken. This provision so prescribed in this paragraph is not intended to grant general authority to conduct investigations, serve warrants and/or subpoenas or to respond without request to emergencies already being addressed by the agency of normal jurisdiction, but is intended to address critical, life-threatening or public safety situations, prevent bodily, injury to citizens, or secure apprehension of criminals whom the law enforcement officer may encounter.

SECTION IV. COMMAND AND SUPERVISORY RESPONSIBILITY

The resources or facilities that are assigned by the assisting agency shall be under the immediate command of a supervising officer designated by the assisting agency head. Such supervising officer shall be under the direct supervision and command of the agency head or his designee of the agency requesting assistance.

Conflicts: Whenever an officer of either subscribing agency renders assistance pursuant to this Agreement, that officer shall abide by and be subject to the rules and regulations, personnel policies, general orders and standard operating procedures of his or her own employer. If any such rule, regulation, personnel policy, general order or standard operation procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order or procedure shall control and shall supersede the direct order.

Handling Complaints: Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this Agreement, the agency head or his designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain at a minimum:

(1) The identity of the complainant.
(2) An address where the complaining party can be contacted.
(3) The specific allegation.
(4) The identity of the employee accused without regard as to agency affiliation.

If it is determined that the accused is an employee of the assisting agency, the above information will all pertinent documentation gathered during the receipt and processing of the complaint shall be forwarded without delay to the agency head or his/her designee of the assisting agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

SECTION V. LIABILITY

Each party engaging in any mutual cooperation and assistance pursuant to this Agreement, agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while engaged in rendering such aid pursuant to this Agreement, subject to the provisions of Section 768.28 F.S., where applicable.

SECTION VI. POWERS, PRIVILEGES, IMMUNITIES AND COSTS

A. Employees of each participating agency when actually engaging in mutual cooperation and assistance outside of their normal jurisdictional limits but inside the state of Florida, under the terms of this Agreement, shall, pursuant to the provisions of Section 23.127(1), F.S., have the same powers, duties, rights, privileges and immunities as if the employee's political subdivision in which normally employed.

B. Each party agrees to furnish necessary equipment, resources and facilities and to render services to the other party to the Agreement as set forth above. Provided however, that no party shall be required to deplete unreasonably its own equipment, resources, facilities, and services in furnishing such mutual aid.

C. A political subdivision that furnishes equipment pursuant to this part must bear the cost of loss or damage to that equipment and must pay and expense incurred in the operation and maintenance of that equipment.

D. The agency furnishing aid pursuant to this Section shall compensate its appointees and employees during the time such aid is rendered and shall defray the actual travel and maintenance expenses of its employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such assistance.
E. The privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, worker's compensation, salary, death or other benefits that apply to the activity of an employee of and agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of the mutual aid agreement. The provisions of this Section shall apply with equal effect to paid, volunteer, and reserve employees.

F. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

G. Nothing herein is intended or is to be construed as any transfer or contracting away of any of the powers or functions of either party to the other.

SECTION VII. LIABILITY INSURANCE

Each party shall provide satisfactory proof of liability insurance by one or more of the means specified in section 768.28(15)(a) F.S., in an amount which is, in the judgment of the governing body of that party of that party, at least adequate to cover the risk to which that party may be exposed. Should the insurance coverage, however provided, of any party be canceled or undergo material change, that party shall notify the other party of such change within ten (10) days of receipt of notice or actual knowledge of such change.

SECTION VIII. FORFEITURE PROVISIONS

In the event an agency seized any real property, vessel, motor vehicle, aircraft, currency or other property pursuant to the Florida Contraband Forfeiture Act during the performance of this Agreement, the agency requesting assistance in the case of requested operational assistance and the seizing agency in the case of voluntary cooperation shall be responsible for maintaining any forfeiture action pursuant to chapter 932 F.S. The agency pursuing the forfeiture action shall have the exclusive right to control and the responsibility to maintain the property in accordance with Chapter 932 F.S., to include, but not be limited to, the complete discretion to bring the action or dismiss the actions.

All proceeds from forfeited property seized as a result of or in accordance with this Agreement shall be divided equally between the parties, less the costs associated with the forfeiture actions.
SECTION IX. EFFECTIVE DATE AND AMENDMENTS

This Agreement shall take effect as of March 01, 2015, for a term of five (5) years, and thereafter shall be automatically renewed from year to year absent either party serving notice of cancellation as provided in Section X. This Agreement shall not be modified or amended except by written instrument executed with the same formalities as this Agreement.

SECTION X. CANCELLATION

Any party may cancel its participation in this Agreement upon delivery of ninety (90) days written notice to the other party. Cancellation will be at the direction of any subscribing party.

IN WITNESS WHEREOF, the parties hereto cause these presents to be signed on the date specified.

PANAMA CITY BEACH POLICE

DREW WHITMAN
CHIEF OF POLICE

03-30-15

Date

BONIFAY POLICE DEPARTMENT

CHRIS WELLS
CHIEF OF POLICE

4/1/15

Date

MARIO GISBERT
CITY MANAGER

3.20.15

Date

LAWRENCE CLOUD
MAYOR

4-1-15

Date
REGULAR AGENDA
ITEM #1,

BOYS & GIRLS CLUB
CITY OF PANAMA CITY BEACH

CIVIC ACHIEVEMENT AWARD

Be It Known That

Shawn-Carson Duncan

HAS GIVEN EXCEPTIONAL SERVICE

TO THE BOYS AND GIRLS CLUB
OF PANAMA CITY BEACH

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

Presented this 9th of April, 2015

MAYOR GAYLE F. OBERST
REGULAR AGENDA
ITEM #2,

LIBRARY PROCLAMATIONS
~Proclamation~

A PROCLAMATION PAYING TRIBUTE TO THE LIBRARY BY DESIGNATING APRIL 12-18, 2015 AS "NATIONAL LIBRARY WEEK"

WHEREAS, libraries are the heart of their community and help lives change in their campuses, schools and our community; and

WHEREAS, libraries create potential and possibilities within their communities; and

WHEREAS, libraries level the playing field for all who seek information and access to the current technologies; and

WHEREAS, libraries continuously grow and evolve in how they provide for the needs of every member of the community; and

WHEREAS, libraries and librarians open up the world of possibilities through innovative STEAM programing, job-seeking resources, and the power of reading; and

WHEREAS, librarians are trained tech-savvy professionals, who provide technology training and access to downloadable content like e-books; and

WHEREAS, libraries, librarians, library workers, volunteers, and supporters across America are celebrating National Library Week with the Campaign for America Libraries and its 2015 theme “Unlimited Possibilities @ Your Library”;

NOW, THEREFORE, I, Gayle F. Oberst, as Mayor of the City of Panama City Beach do hereby proudly proclaim the week of April 12th through 18th, 2015 as

"NATIONAL LIBRARY WEEK"

and encourage all citizens to thank their librarians and volunteers for making information available and urge everyone to visit the library this week to take advantage of their wonderful resources available @ your library.

IN WITNESS WHEREOF, I have hereunto set My Hand and caused the Great Seal of the City of Panama City Beach to be affixed this Ninth of April, in the Year of Our Lord Two Thousand Fifteen.

City of Panama City Beach

Attest:
Holly J. White, City Clerk

Gayle F. Oberst, Mayor

AGENDA ITEM # 2
~Proclamation~

A PROCLAMATION HONORING
THE LIBRARY WORKERS AND VOLUNTEERS BY
PROCLAMING TUESDAY, APRIL 14, 2015
AS
"NATIONAL LIBRARY WORKERS DAY"

WHEREAS, there are thousands of public, academic, school, governmental, and
specialized libraries in America who provide excellent and invaluable
service to library users; and

WHEREAS, librarians and library support staff bring the nation a world of
knowledge in person and online, as well as personal service and expert
assistance in finding what is needed when it is needed; and

WHEREAS, libraries provide millions of people with the knowledge and
information they need to learn, live, and work in the 21st century; and

WHEREAS, it is important to recognize the unique contributions of all library
workers and the value to individuals and society of those contributions; and

WHEREAS, the libraries provide books and online resources for the young and
old, with our library having many special reading programs for the
youngsters, giving them the ability to learn to love books and reading; and

WHEREAS, libraries, library workers and volunteers, and library supporters are
celebrating Tuesday as National Library Workers Day during the
2015 National Library Week;

NOW, THEREFORE, BE IT RESOLVED that I, Gayle F. Oberst, as Mayor of the City of
Panama City Beach do hereby proudly proclaim April 14, 2015 as

"NATIONAL LIBRARY WORKERS DAY"

in the City of Panama City Beach, and encourage all citizens to thank
their library workers and volunteers for their exceptional
contributions.

IN WITNESS WHEREOF, I have hereunto set My
Hand and caused the Great Seal of the City of Panama
City Beach to be affixed this Ninth of April, in the Year
of Our Lord Two Thousand Fifteen.

City of Panama City Beach

[Signature]
Gayle F. Oberst, Mayor

Attest:
Holly J. White, City Clerk

AGENDA ITEM #
REGULAR AGENDA
ITEM #3,

NATL VOLUNTEER WEEK PROCLAMATION
~Proclamation~

A PROCLAMATION DESIGNATING
APRIL 12-18, 2015
AS "NATIONAL VOLUNTEER WEEK"
IN PANAMA CITY BEACH
AND RECOGNIZING THE JUNIOR LEAGUE
OF PANAMA CITY

WHEREAS, for more than 60 years, the members of the Junior League of Panama City have worked diligently and selflessly to serve the greater Panama City area through acts of kindness, generosity, and service. As we celebrate National Volunteer Week, we embrace our shared responsibility as citizens to one another and recommit to the task of building a more perfect community; and

WHEREAS, National Volunteer Week is about inspiring, recognizing and encouraging people to seek out imaginative ways to engage in their communities. The JLPC has a proven track record of excellence in initiating and developing many programs, projects and partnerships that improve the physical, emotional and educational well-being of children and families throughout Bay County; and

WHEREAS, National Volunteer Week is a program of Points of Light, established in 1974 and grown exponentially each year, with thousands of volunteer projects and special events scheduled thought out the week. And

NOW, THEREFORE, I, Gayle F. Oberst, by virtue of the authority vested in me as the Mayor of the City of Panama City Beach, do hereby proudly proclaim April 12 through April 18, 2015 as

"NATIONAL VOLUNTEER WEEK"

in Panama City Beach, and in doing so thank the Junior League of Panama City for its continued contributions and also encourage everyone in the community to volunteer for service projects and pledge to make service part of their daily lives.

IN WITNESS WHEREOF, I have set my hand and caused the Official Seal of the City to be affixed this Ninth of April, in the Year of Our Lord Two Thousand Fifteen.

City of Panama City Beach

Gayle F. Oberst, Mayor

ATTEST:

Jo Smith, Deputy City Clerk

AGENDA ITEM # 2
REGULAR AGENDA
ITEM #4,
PD PROCLAMATION
~Proclamation~

A PROCLAMATION DECLARING
APRIL 12-18, 2015 AS
"NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK"
IN PANAMA CITY BEACH

WHEREAS, an emergency can occur at any time that require police, fire, or emergency medical services and when an emergency occurs, the prompt response of police officers, firefighters and paramedics is critical to the protection of life and the preservation of property; and

WHEREAS, in the stress and long hours of the City’s Spring Break, sometimes these men and women are overlooked by all except those few whose lives depend upon them and those callers who desperately need their help; and

WHEREAS, these dedicated men and women answering 911 are more than an anonymous, calm and reassuring voice on the telephone line. They are trained local police, fire, and medical professionals who use public safety telecommunications to respond quickly to emergency calls; and

WHEREAS, the professional Public Safety Telecommunicator plays a crucial role in the protection of life and property, the preservation of society and its laws, and the provision of municipal services; and

WHEREAS, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services and the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them with information and ensuring their safety; and

WHEREAS, America’s Public Safety Telecommunicators serve our citizens daily in countless ways. The work of these “unseen first responders” is invaluable in emergency situations, and each of these dedicated men and women deserves our heartfelt appreciation. We place our trust in the vigilance and preparedness of these individuals, not just this week, but every day of the year;

NOW, THEREFORE, I, Gayle F. Oberst, by virtue of the authority vested in me as Mayor of the City of Panama City Beach, do hereby April 12-18, 2015 as

"NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK"

in Panama City Beach and honor these men and women whose compassion, understanding, dedication, and professionalism keep our City and citizens safe.

IN WITNESS WHEREOF, I have set my hand and caused the Official Seal of the City to be affixed this Ninth of April, in the Year of Our Lord Two Thousand Fifteen.

City of Panama City Beach

Gayle F. Oberst, Mayor

AGENDA ITEM #
REGULAR AGENDA
ITEM #5,

PROCLAMATION
Proclamation

A PROCLAMATION HONORING
WARRIOR BEACH RETREAT INCORPORATED
FOR THEIR CONTINUING CONTRIBUTIONS
TO OUR WOUNDED VETERANS AND THEIR FAMILIES
IN PANAMA CITY BEACH

WHEREAS, Warrior Beach Retreat, Inc., was founded on September 15, 2009, by Philip and Linda Cope, parents of Sgt. Joshua Cope who was severely wounded in Iraq in November 2006, losing both legs; and

WHEREAS, Warrior Beach Retreat, Inc., provides wounded military veterans and their families a means of relaxation and fun that helps relieve the stress of battle scars and provides a way for Bay County to say thank you for their service and the sacrifices made for this country; and

WHEREAS, Warrior Beach Retreat, Inc., members along with generous contributions and support of the community will have provided this service for approximately 400 wounded veterans and their families; and

WHEREAS, Warrior Beach Retreat, Inc., is the leader across the country by putting Bay County in the limelight as the community that has a heart for the military; and

NOW, THEREFORE, BE IT RESOLVED that this City Council fully supports the continued operations of Warrior Beach Retreat, Inc., and offers our utmost gratitude for the support and services it offers to our wounded heroes and their families.

Gayle F. Oberst, Mayor

Councilman John Reichard

Vice-Mayor Rick Russell

Councilwoman Josie Strange

Councilman Keith Curry

April 9, 2015
REGULAR AGENDA

ITEM #6,

RESOLUTION 15-79
RESOLUTION 15-79

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 UniFirst Corporation, relating to uniform rental, delivery and laundering services, at the unit prices set forth in the attached Agreement, in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: ____________________________
    Gayle F. Oberst, Mayor

ATTEST:

______________________________
Holly White, City Clerk
Memorandum
CITY OF PANAMA CITY BEACH

To: Mario Gisbert
From: Paul R. Casto
Cc: Al Shortt
     Holly White

Date: March 23, 2015
Subject: Uniform Rental Services

Public Works has solicited bids for a new Uniform Rental Services Agreement for all departments within Public Works. Three (3) vendors submitted bids with UniFirst Corporation being the apparent low bidder, G & K Services 2nd and Aramark 3rd (see attached Bid Forms). UniFirst unit price per week for standard work shirt $1.53 and standard work pant is $2.20 each.

Staff recommends that the Council authorize the City Manager to execute the attached agreement between the City and UniFirst Corporation. The length of service for the contract will be for an initial three year (3) term with one two (2) year renewal period upon City’s satisfaction.
UNIFORM SERVICES AGREEMENT

THIS UNIFORM SERVICES AGREEMENT is made and entered into this _____ day of ____________, 2015, by and between the CITY OF PANAMA CITY BEACH, FLORIDA, a municipal corporation ("City") and ___UniFirst Corporation ("Contractor").

PREMISES

1. SCOPE OF SERVICES. Contractor will provide uniform rental, delivery and laundering services for approximately 88 City employees, as more particularly described in the work Specifications attached as Exhibit A.
   If the Contractor believes that any particular work/service is not within the scope of work/service of the contract, is a material charge, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the City’s Representative in writing of this belief. If the City’s Representative believes that the particular work/service is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work/service as changed and at the cost stated for the work/service within the scope. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.

2. COMPENSATION. As compensation for the services contemplated herein and performance rendered by Contractor of its duties and obligations hereunder, City shall pay Contractor according to the Price Schedule attached as Exhibit B. The City shall pay to the Contractor as full consideration for the performance of the work required by this Agreement, at the unit prices contained in the Contractor’s cost proposal (Exhibit [ ]), upon the basis of actual measured quantities as the same may be finally determined by the City Manager or his designee(s).
   a. Extra and/or Additional Work Changes. Should City at any time during the progress of said work request any alterations, deviations, additions or omissions from said specifications or other contract documents, it shall be at liberty to do so by written authorization to Contractor, and the same shall in no way affect or make void the Agreement. The value of such will be added to or deducted from the contract bid price, as the case may be, by a fair and reasonable valuation.
   b. The City reserves the right to purchase additional units of uniform, towel and/or miscellaneous rental services, subject to the availability of funds. If such option is exercised during the contract period, the Contractor’s cost proposal in Exhibit [ ] which identifies a unit price per item of service for additional quantities are to remain firm.

3. PAYMENT. The “closure date” for work to be invoiced for payment shall be the [ ] of each calendar month. The Contractor shall submit an itemized invoice to the City for the amount of work satisfactorily completed as of the closure date. The invoice(s) shall be delivered to the end user departments no later than three days after the closure date of each calendar month.
4. **TERM.** Unless terminated sooner pursuant to the provision of the Termination clauses contained in paragraph 5, and subject to the availability of funds appropriated for this purpose, this Agreement shall take effect on the day and year first above written for an initial term of three years, and the City shall have the unilateral option to extend the initial term for one, two year renewal period by written notice delivered to the Contractor before the expiration of the initial term.

5. **TERMINATION OF CONTRACT**

A. **Termination for Convenience.** The City reserves the right to cancel the contract without cause with a minimum thirty (30) days written notice. Upon such termination Contractor shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the City shall have no other obligations to Contractor. Contractor shall be obligated to continue performance of contract services, in accordance with this contract, until the termination date and shall have no further obligation to perform services after the termination date. Termination or cancellation of the contract will not relieve the Contractor of any obligations for any deliverables entered into prior to the termination of the contract (i.e., reports, statements of accounts, etc., required and not received). Termination or cancellation of the contract will not relieve the Contractor of any obligations or liabilities resulting from any acts committed by the Contractor prior to the termination of the contract. The Contractor may cancel the contract with ninety (90) days written notice to the City. Failure to provide proper notice may result in the Contractor being barred from future business with the City.

B. **Termination for Cause.** The City may terminate this Agreement for default without giving the notice set forth in subsection A (above) if the Contractor does not deliver the product or service in accordance with the Contract delivery schedule, or if the Contractor fails to perform in the manner called for in the Contract or if the Contractor fails to comply with any other provision of the Contract on three or more separate and documented instances. Termination shall be effected by serving a written notice on the Contractor setting forth the manner in which the Contractor is in default. Unless within five (5) working days after the service of such notice such condition or violation shall cease or satisfactory arrangements for the correction thereof be made, the contract shall cease and terminate upon the expiration of said five (5) working days. In such case, Contractor shall not be entitled to receive any further payment until the work is finished.

1. If this Contract is terminated for default, the City, in addition to all other rights afforded by law for Contractor’s breach of Contract, shall have the right to charge Contractor the amount by which the costs of obtaining the services from another source exceed the price specified herein, and the City may offset any such charge against any amounts which may otherwise become payable to Contractor under the Contract.

2. Upon such termination, Contractor will deliver to the City any articles of City property in its possession, for which the City shall make written request at or after termination. The City will pay Contractor for the actual amount due based on unit prices and the quantity of work completed, at the time of cancellation, less damages caused to the City by the acts of the Contractor causing the termination. Notwithstanding the City’s right to terminate the Contract for delay in delivery of services, Contractor shall not be liable to the City for any damages thereof if Contractor’s delay is due to causes beyond its control, and without its fault or negligence, provided Contractor immediately notifies the City of conditions causing the delay.
6. **COMPLIANCE WITH LAWS.** The Contractor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The Contractor shall protect and indemnify City of Panama City Beach and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, sub-contractors, sub-consultants, professional associates, agents, servants, or employees. Additionally, Contractor shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this contract from the federal government, State of Florida, Bay County, or municipalities when legally required, and maintain same in full force and effect during the term of the contract.

7. **WARRANTY.** The Contractor agrees that, unless otherwise specified, the product and/or service furnished as a result of this invitation and award thereto shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other provision of the invitation/offer.

8. **INSURANCE AND INDEMNIFICATION.**
   a. Contractor shall at its expense maintain in force during the Term a comprehensive public liability coverage insuring Contractor against liability arising from Contractor's occupation, use or maintenance of the Site. Contractor's coverage shall be in the amount of not less than $1,000,000 for property damage and bodily injury to or death of one person in any accident or occurrence and in the amount of not less than $3,000,000 for property damage and bodily injury to or death of more than one person in any one accident or occurrence. All such insurance shall name the City, its officers, employees and agents as additional insured.
   b. City shall at its option and expense maintain in force during the Term such fire, casualty, and extended coverage insurance covering any City owned improvements on the Site as the City may desire.
   c. Contractor shall at its option and expense maintain in force during the Term such fire, casualty and extended coverage insurance on Contractor's personal property located on the Site, including trade fixtures, equipment, machinery, inventory or other personal property belonging to or in the custody of Contractor, and all such policies may waive any right of subrogation against the City.
   d. All coverage maintained by Contractor pursuant to Subparagraph (a) shall be provided by companies registered and licensed to sell insurance in the state of Florida and which may legally provide the coverage set forth herein, and shall be provided by companies reasonably satisfactory to the City and in form and substance reasonably satisfactory to the City, and shall provide that coverage will not be subject to cancellation, termination, revocation or material change except after thirty (30) days' prior written notice to the City.
   e. Within thirty days of the date of this agreement, and in no event less than seventy two hours (72) hours prior to the Term, and thereafter upon the written request of the City, Contractor shall furnish to the City such certificates of coverage and certified copies of policies pursuant to subparagraph (a). In order to satisfy this provision, the documentation required by this part must be sent to the following address: Attn: Paul Casto, 110 South Arnold Road, Panama City Beach, FL 32413.
f. Contractor shall indemnify and hold harmless and defend the City and its officers, employees, agents and representatives from and against any and all damages, lawsuits, liabilities, claims, costs and expenses including reasonable attorney's fees ("Damages") arising in whole or in part from: (i) the occupation, use or maintenance of the Site by Contractor or anyone claiming by, through or under Contractor; or (ii) the breach of any of Contractor's representations, warranties, covenants or agreements hereunder, including any Damages arising from the combined fault of Contractor and City, but excluding any Damages arising solely from the negligence or willful misconduct of the City. The covenants contained in this paragraph shall survive the termination of this Agreement.

g. If any third party claim is made against the City that, if sustained, would give rise to indemnification liability of the Contractor under this Agreement, the City shall promptly cause notice of the claim to be delivered to the Contractor and shall afford the Contractor and its counsel, at the Contractor's sole expense, the opportunity to join in defending or compromising the claim. The covenants contained in this paragraph shall survive the termination of this Agreement.

h. Due to the nature of the services to be provided and the potential impact to the City for loss of rental lease of uniforms and work supplies, the Contractor cannot disclaim consequential or inconsequential damages related to the performance of this contract. The Contractor shall be responsible and accountable for any and all damages, directly or indirectly, caused by the actions or inaction of its employees, staff, or sub-consultants. There are no limitations to this liability.

7. ATTORNEY'S FEES. In the event of any litigation hereunder, each party shall be responsible for its own attorney's fees and court costs at all trial and appellate levels and at any mediation or arbitration.

8. TIME. Time is of the essence in this Agreement.

9. FORCE MAJEURE. The Contractor's failure or inability to perform the stated scope of services at any time as a result of circumstances beyond its control, such as, but not limited to, war, terrorism, strikes, fires, floods, hurricanes, acts of God, power failures, or damage or destruction of any facility related thereto, shall not be deemed a breach of this Agreement.

10. REMEDIES. In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the City, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have. Failure to cure a breach of a material term hereunder within four (4) hours of Contractor's receipt of written notice thereof shall entitle the City to terminate this Agreement. All rights and remedies conferred upon the parties in this Agreement shall be cumulative and in addition to those available under the laws of the State of Florida.

11. ASSIGNMENT. This Agreement is not assignable.

12. SEVERABILITY. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

13. MODIFICATIONS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City and Contractor.

14. WAIVER. Failure by the City to enforce any provision of this Agreement shall not be deemed a waiver of the provision or modification of this Agreement. A waiver by the City of any breach of a provision of this
Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

15. NOTICES. Any notice required by this Agreement shall be directed to the parties as follows:
   As to City:
   Mario Gisbert, City Manager
   mgisbert@pcbgov.com
   110 S. Arnold Road, PCB, FL 32413
   850-233-5100

   As to Contractor: UniFirst Corporation
   Contract Representative: Robert Hormilla
   Title/Position: Branch Manager
   Email address:
   Mailing address: 17740 Ashley Drive, Suite 107, Panama City Beach, FL 32413
   Phone: 850-233-8586 Cell:

16. ENTIRE AGREEMENT. This Agreement, and any exhibits or appendixes attached hereto and incorporated herein, constitutes the entire agreement between parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no representations, warranties, covenants or other agreements among them.

IN WITNESS WHEREOF, the Contractor has executed this Agreement as of the day and year first above written.

Signed in the presence of:

Witness 1 (Print Name):

Witness 2 (Print Name):

ATTEST:

Holly White, City Clerk

THE CITY OF PANAMA CITY BEACH,
FLORIDA,
a municipal corporation

By: ____________________________
   Mario Gisbert, City Manager
AWARD OF CONTRACT
The City’s goal is to promote partnership relationships within the policies and procedures of public procurement. Pursuant toward that end, the successful Contractor(s) shall be awarded a contract for the following term: An initial three (3) year term with one two (2) year renewal period upon City’s satisfaction, in its’ sole discretion with the initial term of contract.
The City reserves the right to award the contract to the Contractor(s) that the City deems to offer the lowest responsive and responsible bid(s), as defined elsewhere in this solicitation. The City is therefore not bound to accept a bid on the basis of lowest price. In addition, the City Manager has the sole discretion and reserves the right to cancel this Bid, to reject any and all bids, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the City to do so. The City also reserves the right to make multiple awards based on experience and qualifications or to award only a portion of the items and/or services specified, if it is deemed to be in the City’s best interest.

UNIFORMS

UNIFORM RENTAL
Shall include weekly pickup and delivery of the same clothing laundered and pressed.

Each employee shall have a set of eleven (11) uniforms that include shirt, pants and/or shorts.

WORK SHIRTS -STANDARD
Available in both women’s and men’s sizes
Available in multiple choices including; Navy Blue, Khaki, Light Blue, Tan
Available in long sleeve and short sleeve w/pocket
Soil Release
Sizes: S-6XL
65% poly/35% cotton poplin; 3.6 oz.-4.25 oz.
100% Cotton twill; 6 oz.

MEN’S UNIFORM DRESS SHIRTS
Available in stripes and solid colors in blue, tan/khaki, light blue, light grey
Available in long sleeve and short sleeve w/pocket
Wrinkle & Stain Resistant
Soil Release Finish
Button down collar, Dress Shirt Style
Sizes: S-6XL
65% poly 35% cotton; 4 oz.
WOMEN’S UNIFORM DRESS SHIRTS
Available in stripes and solid colors in blue, tan/khaki, light blue, light grey
Available in long sleeve and short sleeve w/pocket
Wrinkle & Stain Resistant
Soil Release Finish
Button down collar, Dress Shirt Style
Sizes: 4-24
45% poly 55% cotton twill; 4.3 oz.
65% poly & 35% cotton poplin, 4.4 oz.

DENIM UNIFORM SHIRTS
Available in both women’s and men’s sizes
Available in short sleeve and long sleeve
Shatter resistant buttons,
Wrinkle resistant finish
Soil-release properties.
Sizes: S-6XL
100% Cotton; 6.5 oz.

PIQUE POLO SHIRT w/Embroidery
Available in both women’s and men’s sizes
Available in multiple colors
Soil release finish;
Ribbed neck, cuffs
With and without pocket
Double-needle stitching
Three button placket for easy on/off
Sizes: S-6XL
60% cotton /40% polyester pique; 6.5 oz.
And 100% cotton pique; 6.4 oz.

PLEATED AND FLAT FRONT WORK PANTS
Available in both women’s and men’s sizes
Available In Navy Blue, Khaki/Tan
Stain, wrinkle, shrink and fade-resistant
Soil release finish
Tough YKK zipper
Front and back pockets are reinforced to resist tearing
Men’s Waist sizes 28–50
Women’s sizes 4-24
65% poly/35% cotton twill; 7.75oz-8 oz.

BACK ELASTIC WAIST WORK PANTS FOR WOMEN
Women’s sizes 4-24
Available In Navy Blue, Khaki/Tan
Stain, wrinkle, shrink and fade-resistant
Soil release finish
Tough YKK zipper
Pant seat hem with four-needle stitching
Front and back pockets are reinforced to resist tearing
Women's sizes 4-24
Inseam 9-9.5"
65% poly/35% cotton; 7.75 - 8 oz.

PLEATED WORK SHORTS FOR WOMEN
Available in Navy Blue, Khaki/Tan, Grey
Stain, wrinkle, shrink and fade-resistant
Soil release finish
Tough YKK zipper
Pant seat hem with four-needle stitching
Front and back pockets are reinforced to resist tearing
Women's sizes 4-24
Inseam 9-9.5"
65% poly/35% cotton; 7.75 - 8 oz.

PLEATED AND FLAT FRONT WORK SHORTS
Available in Men's and Women's sizes
Stain, wrinkle, shrink and fade-resistant
Soil release finish
Tough YKK zipper, crack resistant buttons
Men's waist sizes 28-50
Women's sizes 4-24
Women's Inseam 9-9.5"
Men's Inseam 10"
65% poly/35% cotton; 7.75 - 8 oz.

DENIM WORK SHORTS
Available in Women's and Men's sizes
Prewashed Denim
Shrink and Fade Resistant
100% Cotton; 13.75 - 14 oz.
Men's waist sizes 28-50
Women's sizes 4-24
Men's inseam 10"
Women's inseam 8"

CARGO WORK SHORTS
Available in Women's and Men's sizes
Available in multiple colors, i.e. light blue, grey, khaki/tan, brown
Button closure and reinforced belt loops
Double-needle stitching around pocket openings
Soil-release finish
Relaxed fit
Wrinkle Resistant
Men's waist sizes 28-50  11"-13" inseam
Women's sizes 4-24  9.5"-10" inseam
65% polyester/35% cotton twill; 8 oz.
DENIM CLASSIC 5-POCKET JEANS
Available in Women’s and Men’s sizes
Prewashed Denim
Shrink and Fade Resistant
100% cotton; 13.75 oz. – 14 oz.
Double-needle stitching
Men’s waist sizes 28–50
Women’s sizes 4-24
Inseam various lengths

WRANGLER CLASSIC FIT JEANS
Available in Women’s and Men’s sizes
Prewashed Denim
100% cotton; 12oz
Five pocket styling
Men’s Waist sizes 28–50
Women’s Sizes 4-24
Inseam various lengths

ADDITIONAL SUPPLIES
Quantities, sizes, and colors of all supplies needed shall be determined by the awarded Contractor and the City.
Track Control Mats Various colors
Sizes 3’ X 4’; 4’ X 6’; and 3’ X 10’
Track Control Mats with City logo in various colors
Sizes 3’ X 4’; 4’ X 6’; and 3’ X 10’
Scrapper Mats
Sizes 3’ X 5’ and 4’ X 6’
Anti-Fatigue Comfort Flex Mat
Sizes 2’ X 3’ and 3’ X 5’
Shop Towels
18” X 18”; 100% cotton (lint and oil free)
Mopheads
Air Freshener Dispenser & Air Freshener

ITEMS FOR PURCHASE

TEE SHIRTS WITH AND WITHOUT POCKET
Available in both women’s and men’s sizes
Available in multiple colors including but not limited to; neon orange, yellow, lime green, grey, khaki, light blue & navy
Available in short sleeve and long sleeve
Sizes: S-6XL
50% poly/50% cotton

JERZEE TEE WITH AND WITHOUT POCKET
Available in both women’s and men’s sizes
Available in multiple colors including but not limited to; neon orange, yellow, lime green, grey, khaki, light blue & navy
Available in short sleeve and long sleeve
Sizes: S-6XL
100% Cotton

**POLO SHIRTS -NIKE GOLF -DRI FIT w/Embroidery**
Available in both women's and men's sizes
Available in multiple colors
Sizes: S-6XL
100% Polyester

**HOODED FULL ZIP SWEATSHIRT**
S-6XL
Low shrink/sweat
80% cotton 20% polyester
Rib knit cuffs & waist

**CLASSIC COACHES JACKET (WINDBREAKER)**
Available multiple colors
Available Sizes S-6XL
Water resistant
Cotton flannel lining
Elastic cuffs
Drawstring waist
100% nylon shell
100% cotton lining

**SUBSTITUTES**
Unapproved substitutes will not be allowed. If items are not available, the City must be contacted prior to shipment to determine if a substitute is acceptable.

**CONTRACTOR'S RESPONSIBILITY**
The Contractor, by submitting a Bid represents that:
The Contractor has read and understands the Invitation To Bid in its entirety and that the Bid is made in accordance therewith, and;
The Contractor possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the City, and;
Before submitting a Bid, each Contractor shall make all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the contract and to verify any representations made by the City, upon which the Contractor will rely. If the Contractor receives an award because of its Bid Submittal, failure to have made such investigations and examinations will in no way relieve the Contractor from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Contractor for additional compensation or relief.
The Contractor will be held responsible for any and all discrepancies, errors, etc. in discounts or rebates which are discovered during the contract term or up to and including five (5) fiscal years following the City’s annual audit including five (5) years thereafter.
QUANTITY

The estimated quantities that will be purchased during this bid period are estimates only and in no way obligates the City to purchase these amounts. These estimates are intended as a guide in submitting your bid. The actual quantities purchased under this bid may be more or may be less.
The City reserves the right to increase or decrease the total quantities necessary.
The City reserves the right to purchase any additional quantities of the bid item(s) from the successful Contractor at this bid price the length of the contract time awarded.

<table>
<thead>
<tr>
<th>Department</th>
<th>No. of Employees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pier</td>
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<tr>
<td>Street Dept.</td>
<td>9</td>
</tr>
<tr>
<td>Stormwater</td>
<td>5</td>
</tr>
<tr>
<td>Underground Utilities</td>
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<tr>
<td>Water Pumping &amp; Storage</td>
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<tr>
<td>Wastewater</td>
<td>34</td>
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<tr>
<td>Meter Readers &amp; Reset</td>
<td>4</td>
</tr>
<tr>
<td>Administration</td>
<td>1</td>
</tr>
</tbody>
</table>

Approximate Total 88

NEW MATERIAL

Unless otherwise provided for in this specification, the Contractor represents and warrants that the goods, materials, supplies, or components offered to the CITY under this Bid solicitation are NEW, not used or reconditioned, and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer.

MEASUREMENTS AND FITTINGS

It shall be the responsibility of the awarded Contractor to measure each employee to ensure proper fit.
The awarded Contractor shall visit each location during the change over for the purpose of individually measuring all personnel for whom uniforms will be ordered.
Measurements for the initial rental lease must be completed within thirty (30) days from notification of the award. “Measuring” will include physical measurement taken by an experienced professional and “trying on” sample uniforms of the exact type and size that the employee will be ordering.
No verbal measurements will be acceptable. Uniforms that do not fit properly will not be accepted and shall be returned to the vendor at no cost to the CITY.
Time for measuring is at the discretion of the City/Department Supervisor.
Normal working hours varies per department and no measuring will be done outside normal working hours.
After notification of award, the Contractor shall confirm working hours with departmental supervisors and make arrangements to plan times and dates for fitting of employees.
LOGO/PATCH
The Contractor shall provide two (2) patches per shirt (unless otherwise stated by City).
Patches shall be made of twill material.
Patches shall be attached to the uniform shirt by stitching only. The patch over the heart shall be the City logo.
The patch over the right shall be the employee’s name and department.
When uniforms are returned to Contractor and are not being returned to the employee, the logo/patch is to be removed.
A sample of all logos and patches shall be given to the City for approval before being used on the uniforms.
Set-up fees for logo/patch will be at no cost to the City.

SCREEN PRINT LOGO
The Contractor shall provide screen print logo for tees. The screen print over the left-heart shall be the City logo and on the right will be employee name and department.
A sample of all logos and patches shall be given to the City for approval before being used on the uniforms.
Set-up fees for logo/patch will be at no cost to the City.

EMBROIDERY LOGO
The Contractor shall provide embroidery logo and name for polo’s (i.e. pique polos, dri fit polos)
A sample of all logos and patches shall be given to the City for approval before being used on the uniforms.
Set-up fees for logo/patch will be at no cost to the City.

REPAIRS
Repairs (zippers, buttons, split seams, rips, tear, etc.) shall be the responsibility of the awarded Contractor.
It is the responsibility of the employee to tag each repair with a completed service request tag, provided by the awarded Contractor.
If the garment has been properly tagged and the repair is not completed within a one (1) week time frame, the rental charge for that garment will be deducted from the invoice until said repairs are accomplished.

REPLACEMENTS
The awarded Contractor shall replace any worn out rental uniforms on an as needed basis. The nature of a “work” uniform suggests hard use and accelerated wear of the garment.
Any worn out garment will be replaced with NEW, proper-fitting garment during the term of the contract at no additional cost to the City. The departmental Supervisor must acknowledge garments as “worn and no longer wearable” and sign-off on the ticket to be turned into the awarded Contractor.
Failure to replace uniforms, as stated above shall constitute a breach of contract on the part of the awarded Contractor and shall be grounds for termination of said contract.
DEFECTS

The garments provided by awarded Contractor during initial start-up shall be NEW and FREE from defects.

After initial start-up any defective garment will be replaced at no additional cost to the City with new garment.

Any garments not returned the following week would be considered as missing and so noted on the pick-up/returned uniform sheet.

All garments not so noted shall be considered as returned.

Any garment not returned within two (2) weeks after sent out for laundry shall be considered lost and the awarded Contractor, before payment of the next invoice, will replace the garment.

Garments with excessive spots or stains caused by the employee, during the term of the contract, shall be replaced with new garments.

Value of garment shall be based on the awarded Contractor’s contracted value of the garment according to the amortization schedule.

SPECIAL-SIZED GARMENTS

It shall be the responsibility of the awarded Contractor to provide garments for all employees.

If an employee cannot wear the style or standard sizes known within the industry, the Contractor will provide garments, as needed, from any acceptable source in order to provide uniforms for all personnel who require them.

The department supervisor shall approve all special sized garments and any additional cost incurred to obtain them, this approval must be in writing and copied to the Public Works Office.

SIZING CHANGES

When a current employee requires new uniforms because of a size change (because of weight loss or gain, etc.) it will be at the expense of the City with the exception of set-up fees shall be at no cost to the City.

Incorrect sizing changes made by supplier will be at the expense of the supplier, including any additional fees.

DAMAGED ITEMS

In the event an item or items are received and it is later determined there is concealed damage when the item is received by the employee, the item or items must be replaced by the awarded Contractor at no cost to the City.

LOST UNIFORMS

Uniforms lost by City employees will be replaced by awarded Contractor at the City’s expense.

The City shall assume responsibility for any documented losses where the loss has been proven to occur while the garment was in the custody of the City employee.

Value of garment shall be based on the awarded Contractor’s contracted value of the garment according to the amortization schedule.

Initial price of garments in the amortization schedule is to be no more than the purchase price listed on bid response.
LAUNDERING REQUIREMENTS
Garments shall be laundered to the highest industry standards with hypoallergenic
detergents, neatly pressed and returned to each department.
Some of the City uniforms have greasy soil from automotive repairs that requires
removal.
If starch is normally used on the garments, it will be the employee’s choice if there is to
be starch used when laundering their uniform.

DISCONTINUED STYLES
Should a style be discontinued during the contract period, the awarded Contractor shall
locate and recommend a comparable style to the Department within five (5) working days
after notification of discontinued style.
A sample may be requested before final approval.

AMORTIZATION SCHEDULE
An amortization schedule for lost or defective uniforms is required to be enclosed with
the bid. Failure to provide the amortization schedule may be cause to consider the bid
submittal as non-responsive.
The schedule shall commence on the first month after issue and continue to a $0.00
value or the end of the contract whichever comes first.

SHORTAGES
Uniforms returned from cleaning must equal the number of uniforms picked up the
preceding week.
Shortages must be noted on the delivery sheet at the time of delivery.
Unforms not returned by the awarded Contractor from the preceding week will be
deducted from the invoice.
The Contractor shall be responsible for replacing any undelivered uniform within a
reasonable time.
If shortages continue to be a problem, the awarded Contractor may be required to provide
a weekly individual count by employee until the shortages are resolved.

PICK-UP/Delivery
The pickup/delivery day and estimated arrival time shall be agreed upon by the Contractor
and City Departments using the rental uniform services.
Once established, the agreed upon day and estimated time for pickup and delivery
(under normal circumstance) shall not change without prior mutual agreement.
Holidays or a change in work hours may cause the pickup/delivery day to change
temporarily. Pickup/delivery shall be made one (1) time per week at each designated
location.
Each location participating in this contract shall have a designated contact person who
will be at that location during a pre-arranged time between City and Contractor.
The driver for that route MUST clear all pick-ups and deliveries with that contact person
and the contact person and driver must both sign all pick-up/delivery slips to confirm their
accuracy.
The department has 48 hours to call in any discrepancies in the uniform delivery.
Uniforms for employees shall be clipped together and labeled with the employee’s name
for ease of identification.
Delivery tickets shall accompany each weekly delivery and shall include, but not limited to, the employee’s name, identification number, garment inventories, sizes, soil pick-up and clean delivery amounts.

Designated CITY employees must sign the delivery tickets and a copy is to be left at each location.

Deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m. except on Saturdays, Sundays, or holidays when City buildings and the Warehouses are closed.

NEW EMPLOYEES

All new employees shall be measured for uniforms within two (2) working days of notification.

The City requires that the measuring for new employees be done at the employee’s work site. Contractor must coordinate with employee time and day for obtaining measurements. All initial-issue uniforms for new employees shall be new and free from defects upon delivery. Delivery shall be within two (2) weeks after receipt of order.

CREDIT FOR EMPLOYEES ON EXTENDED LEAVE

When an employee is on extended leave, in excess of fifteen (15) working days, uniform rental lease charges shall be suspended if the employee has given adequate notice to the awarded Contractor.

Adequate notice shall be defined as five working days prior to said leave.

In the event of an unforeseen leave situation, and employee can give five working days’ notice to the awarded Contractor upon realization that the employee will be out for twenty (20) working days or more.

The awarded Contractor will charge the employee for uniforms through the five-day notice period only. Uniforms will not be delivered to employees on extended leave until written notice of return to work is received.

The employee shall supply the awarded Contractor with said notice at least five working days prior to the employee’s return to work.

TRACKING FORMS

Awarded Contractor shall provide a copy of the following forms with their bid response:

a) Delivery Ticket (form used to show what items were delivered to employees at a given site)

b) Repair Ticket (form used to return uniforms to Contractor needing repairs)

c) Service Order Request (form used to request services(s) not addressed in delivery/repair)

SAMPLES

Sample swatches must be included with bid packet.

Required sample swatches should be 4”X4” of fabric and colors available for each item being bid. Samples shall be clearly labeled.

Each sample shall be labeled with Contractor’s name, bid number and bid item number. Failure to submit samples may cause rejection of bid.

SAFETY

The Contractor shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work. The Contractor shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and
standards. Contractor shall take all necessary precautions to ensure all materials provided do not include Asbestos. The Contractor shall indemnify and hold harmless the City from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) which may be imposed on the City because of the Contractor, sub-contractor, or supplier's failure to comply with the regulations.

MINIMUM SPECIFICATIONS
The specifications listed herein are the minimum required specifications. They are not intended to limit competition nor specify any particular Contractor, but to ensure that the City receives quality products and services.

DEVIATIONS
All Bid Submittals must clearly and with specific detail, note all deviations to the exact requirements imposed upon the Contractor by the specifications. Such deviations must be stated upon the Bid Submittal Form; otherwise the City will consider the subject Bid Submittals as being made in strict compliance with said Specifications to Contractors, the Contractor being held therefore accountable and responsible. Contractors are hereby advised that the City will only consider Bid Submittals that meet the exact requirements imposed by the specifications; except, however, said Bid Submittals may not be subject to such rejection where, at the sole discretion of The City, the stated deviation is considered to be equal or better than the imposed requirement and where said deviation does not destroy the competitive character of the Bid process by affecting the amount of the Bid Submittal such that an advantage or benefit is gained to the detriment of the other Contractors.

ADDITIONAL TERMS & CONDITIONS
The City reserves the right to reject offers containing terms or conditions contradictory to those requested in the specifications.

MEETS SPECIFICATIONS
The Contractor represents that all offers to this invitation to bid shall meet or exceed the minimum requirements specified.

SILENCE OF SPECIFICATIONS
The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.

ACCEPTANCE
Products purchased as a result of this invitation may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at respondent's expense. Rejected items and items not delivered by the delivery date specified in accepted offer and/or purchase order may be purchased by the City on the open market. Any resulting increase in cost will be charged against the respondent.
CHANGES IN SCOPE OF WORK/SERVICE
The City may order changes in the work/service consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the City and the Contractor.
If the Contractor believes that any particular work/service is not within the scope of work/service of the contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the City's Representative in writing of this belief. If the City's Representative believes that the particular work/service is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work/service as changed and at the cost stated for the work/service within the scope. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.
The City reserves the right to negotiate with the awarded Contractor(s) without completing the competitive bidding process for materials, products, and/or services similar in nature to those specified within the specifications for which requirements were not known when the specifications were released.

RIGHT TO REQUIRE PERFORMANCE
The failure of the City at any time to require performance by the Contractor of any provision hereof shall in no way affect the right of the City thereafter to enforce same, nor shall waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the City, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have.

BANKRUPTCY / INSOLVENCY
At the time of bid submittal, vendor/firm shall not be in the process of or engaged in any type of proceedings in insolvency or bankruptcy, either voluntary or involuntary, or receivership proceedings. If the vendor/firm is awarded a contract for six (6) months or longer, and files for bankruptcy, insolvency or receivership, the CITY may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.
EXHIBIT B—PRICING SCHEDULE

PRICING

Unless otherwise specified prices offered shall remain firm for a period of at least sixty (60) days; all pricing of goods shall include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point(s) within the City to a secure area or inside delivery; all prices of services shall include all expenses necessary to provide the service at the location specified.

Price submitted by Contractors shall include all shipping, handling, insurance and any other cost associated with the delivery of the product.

Price bid shall include the cost of set up, logo(s)/patches, prep fees, special sizes, etc.

There will be no price increases during the term of this contract.

Should there be any additional charges associated with this product/service; the Contractor shall indicate such charge(s) on the price sheet.

SEE ATTACHED PRICING SCHEDULE FROM UNIFIRST CORPORATION, WHICH BECOMES PART OF THIS AGREEMENT.
The BIDDER proposes and agrees, if this Proposal is accepted, to contract with the Owner in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the work in full and in accordance with the shown, noted, described and reasonably intended requirements of the Contract Documents according to the following schedule:

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit price:

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>UNIT COST</th>
<th>WEEKLY COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Work Shirt Men’s</td>
<td></td>
<td></td>
</tr>
<tr>
<td>65% Poly 35% Cotton Poplin</td>
<td>1.139</td>
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<tr>
<td>3.6 oz.- 4.25 oz.</td>
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<td>Sizes: S-6XL</td>
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<tr>
<td>Short Sleeve</td>
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<td></td>
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<tr>
<td>Long Sleeve</td>
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<tr>
<td>Work Shirt Women’s</td>
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<td>Sizes: S-6XL</td>
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<td>1.617</td>
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<td></td>
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<tr>
<td>Work Shirt Men’s</td>
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<td></td>
</tr>
<tr>
<td>100% Cotton Twill</td>
<td>1.20</td>
<td>2.20</td>
</tr>
<tr>
<td>6 oz.</td>
<td>1.20</td>
<td>2.20</td>
</tr>
<tr>
<td>Sizes: S-6XL</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Short Sleeve</td>
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<td>2.20</td>
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<tr>
<td>Long Sleeve</td>
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<td>DESCRIPTION</td>
<td>UNIT COST</td>
<td>WEEKLY COST</td>
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<td>-----------------------------------------------------</td>
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<tr>
<td>Work Shirt Women’s</td>
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<td>6 oz.</td>
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<tr>
<td>Sizes: S-6XL</td>
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</tr>
<tr>
<td>Short Sleeve</td>
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<tr>
<td>Long Sleeve</td>
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<td></td>
</tr>
<tr>
<td>Men’s Dress Uniform Shirt</td>
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<td></td>
</tr>
<tr>
<td>with pocket</td>
<td></td>
<td></td>
</tr>
<tr>
<td>65% Poly 35% Cotton</td>
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<tr>
<td>4 oz.</td>
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<tr>
<td>Sizes: S-6XL</td>
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<tr>
<td>Short Sleeve</td>
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<tr>
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<td>Long Sleeve</td>
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<td>DESCRIPTION</td>
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<tr>
<td>Women's Dress Uniform Shirt</td>
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<tr>
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<td>$ 1.815</td>
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<tr>
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<td>$ .165</td>
<td>$ 1.815</td>
</tr>
<tr>
<td>Men's Denim Shirt</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stonewashed</td>
<td></td>
<td></td>
</tr>
<tr>
<td>100% Cotton</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.5 oz.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sizes: S-6XL</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Short Sleeve</td>
<td>$ .180</td>
<td>$ 1.85</td>
</tr>
<tr>
<td>Long Sleeve</td>
<td>$ .180</td>
<td>$ 1.85</td>
</tr>
<tr>
<td>Women's Denim Shirt</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stonewashed</td>
<td></td>
<td></td>
</tr>
<tr>
<td>100% Cotton</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.5 oz.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sizes: S-6XL</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Short Sleeve</td>
<td>$ .175</td>
<td>$ 1.925</td>
</tr>
<tr>
<td>Long Sleeve</td>
<td>$ .175</td>
<td>$ 1.925</td>
</tr>
</tbody>
</table>

BID FORM

AGENDA ITEM # 6
<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>UNIT COST</th>
<th>WEEKLY COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Men's Pique Polo Shirt</td>
<td></td>
<td></td>
</tr>
<tr>
<td>60%/40% Polyester pique; 6.5 oz.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sizes: S-6XL</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Short Sleeve</td>
<td>$ .205</td>
<td>$ 2.255</td>
</tr>
<tr>
<td>Long Sleeve</td>
<td>$ .305</td>
<td>$ 2.255</td>
</tr>
<tr>
<td>Women's Pique Polo Shirt</td>
<td></td>
<td></td>
</tr>
<tr>
<td>60%/40% Polyester pique; 6.5 oz.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sizes: S-6XL</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Short Sleeve</td>
<td>$ .205</td>
<td>$ 2.255</td>
</tr>
<tr>
<td>Long Sleeve</td>
<td>$ .205</td>
<td>$ 2.255</td>
</tr>
<tr>
<td>Men's Polo Shirt</td>
<td></td>
<td></td>
</tr>
<tr>
<td>100% Cotton Pique; 6.4 oz.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sizes: S-6XL</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Short Sleeve</td>
<td>$ .185</td>
<td>$ 2.035</td>
</tr>
<tr>
<td>Long Sleeve</td>
<td>$ .185</td>
<td>$ 2.035</td>
</tr>
<tr>
<td>Women's Polo Shirt</td>
<td></td>
<td></td>
</tr>
<tr>
<td>100% Cotton Pique</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.4 oz.</td>
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<td></td>
</tr>
<tr>
<td>Sizes: S-6XL</td>
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<tr>
<td>Short Sleeve</td>
<td>$ .195</td>
<td>$ 2.145</td>
</tr>
<tr>
<td>Long Sleeve</td>
<td>$ .195</td>
<td>$ 2.145</td>
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</tbody>
</table>

February 26, 2015

BID FORM

AGENDA ITEM # 6
<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>UNIT COST</th>
<th>WEEKLY COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Men's Work Pants</td>
<td></td>
<td></td>
</tr>
<tr>
<td>65% Poly 35% Cotton Twill</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.75 – 8 oz.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Size: 28 - 50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pleated Front</td>
<td>$ .28</td>
<td>$ 2.20</td>
</tr>
<tr>
<td>Flat Front</td>
<td>$ .18</td>
<td>$ 1.98</td>
</tr>
</tbody>
</table>

| Women's Work Pants                 |           |             |
| 65% Poly 35% Cotton Twill          |           |             |
| 7.75 – 8 oz.                       |           |             |
| Size: 4 - 24                        |           |             |
| Pleated Front                       | $ .28     | $ 2.20      |
| Flat Front                          | $ .18     | $ 1.98      |
| Back Elastic Waist Pants            | $ .18     | $ 1.98      |

| Men's Work Shorts                  |           |             |
| 65% Poly 35% Cotton or Cotton Twill|           |             |
| 7.75 – 8 oz.                       |           |             |
| Size: 28 – 50, 10" Inseam          |           |             |
| Pleated Front                       | $ .185    | $ 2.035     |
| Flat Front                          | $ .170    | $ 1.87      |
| Relaxed Fit                         | $ .185    | $ 2.035     |

| Women's Work Shorts                |           |             |
| 65% Poly 35% Cotton Twill          |           |             |
| 7.75 – 8 oz.                       |           |             |
| Size: 4 – 24, 9 – 91/2" Inseam     |           |             |
| Pleated Front                       | $ .185    | $ 2.035     |
| Flat Front                          | $ .170    | $ 1.87      |

**BID FORM**

**AGENDA ITEM #** 6
<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>UNIT COST</th>
<th>WEEKLY COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Men's Denim Work Shorts</td>
<td>$0.21</td>
<td>$2.31</td>
</tr>
<tr>
<td>100% Cotton</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13.75 – 14 oz.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Size: 28 – 50, 10-11” Inseam</td>
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<td></td>
</tr>
<tr>
<td>Women's Denim Work Shorts</td>
<td>$0.21</td>
<td>$2.31</td>
</tr>
<tr>
<td>100% Cotton</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13.75 – 14oz., 8-9” Inseam</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Size: 4 – 24,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Men's Cargo Work Shorts</td>
<td>$0.22</td>
<td>$2.42</td>
</tr>
<tr>
<td>65% Poly 35% Cotton Twill</td>
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<td></td>
</tr>
<tr>
<td>8 oz., 11-13” Inseam</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sizes: 28 - 50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Women's Cargo Work Shorts</td>
<td>$0.22</td>
<td>$2.42</td>
</tr>
<tr>
<td>65% Poly 35% Cotton Twill</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8 oz., 9-9.5” Inseam</td>
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<td></td>
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<tr>
<td>Sizes: 4 - 24</td>
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<td></td>
</tr>
<tr>
<td>Men's Denim Classic Five Pocket Jeans</td>
<td>$0.24</td>
<td>$2.62</td>
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<tr>
<td>100% Cotton Twill</td>
<td></td>
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<tr>
<td>13.75-14 oz.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sizes: 28 - 50</td>
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</table>

February 26, 2015
<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>UNIT COST</th>
<th>WEEKLY COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Women's Denim Classic Five Pocket Jeans</td>
<td></td>
<td></td>
</tr>
<tr>
<td>100% Cotton Twill</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13.75-14</td>
<td>$ .22</td>
<td>$ 2.42</td>
</tr>
<tr>
<td>Sizes: 4 - 24</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Men's Wrangler Classic Fit Jeans</td>
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</tr>
<tr>
<td>100% Cotton Twill</td>
<td></td>
<td></td>
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<tr>
<td>12 oz.</td>
<td>$ .33</td>
<td>$ 3.63</td>
</tr>
<tr>
<td>Sizes: 28 - 50</td>
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<td></td>
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</tr>
<tr>
<td>Women's Wrangler Classic Fit Jeans</td>
<td></td>
<td></td>
</tr>
<tr>
<td>100% Cotton Twill</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12 oz.</td>
<td>$ .33</td>
<td>$ 3.63</td>
</tr>
<tr>
<td>Sizes: 4 - 24</td>
<td></td>
<td></td>
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<tr>
<td>Miscellaneous Items</td>
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<tr>
<td>Tracker Mat</td>
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<tr>
<td>3' x 4'</td>
<td>$ 1.25</td>
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<tr>
<td>Unit Cost</td>
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<td></td>
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<tr>
<td>Weekly Cost</td>
<td>$ 1.25</td>
<td>$ 1.25</td>
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<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4' x 6'</td>
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<td></td>
</tr>
<tr>
<td>Unit Cost</td>
<td>$ 2.00</td>
<td>$ 2.00</td>
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<tr>
<td>Weekly Cost</td>
<td>$ 2.00</td>
<td>$ 2.00</td>
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<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3' x 10'</td>
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<td></td>
</tr>
<tr>
<td>Unit Cost</td>
<td>$ 2.60</td>
<td>$ 2.60</td>
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<tr>
<td>Weekly Cost</td>
<td>$ 2.60</td>
<td>$ 2.60</td>
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</tbody>
</table>

BID FORM 00030-8
**MISCELLANEOUS ITEMS CONTINUED**

**Scraper Mat**
3' x 4'
- **Unit Cost**: $1.00
- **Weekly Cost**: $1.00

**Anti-Fatigue Mat**
2' x 3'
- **Unit Cost**: $0.61
- **Weekly Cost**: $0.61

**3' x 5'**
- **Unit Cost**: $1.53
- **Weekly Cost**: $1.53

**Shop Towels (100% Cotton) Lint & Oil Free**
- **Unit Cost**: $0.058
- **Weekly Cost**: $0.058

**Mop Heads**
- **Unit Cost**: $0.73
- **Weekly Cost**: $0.73

**Air Freshener Dispenser w/ refills**
- **Unit Cost**: $1.00
- **Weekly Cost**: $1.00

---

*February 26, 2015*
## Items to Purchase

### Windbreaker/ Nylon Coaches Jacket
- For Men & Women
- 100% Nylon Shell
- 100% Cotton Lining
- Sizes: S-6XL
  - $15.00

### Men's T-Shirt w/ Pocket
- 50% Poly 50% Cotton
- Sizes: S-6XL
  - Short Sleeve: $8.50
  - Long Sleeve: $8.50

### Women's T-Shirt w/ Pocket
- 50% Poly 50% Cotton
- Sizes: S-6XL
  - Short Sleeve: $7.99
  - Long Sleeve: $7.99

### Men's T-Shirt w/o Pocket
- 50% Poly 50% Cotton
- Sizes: S-6XL
  - Short Sleeve: $8.00
  - Long Sleeve: $8.00

### Women's T-Shirt w/o Pocket
- 50% Poly 50% Cotton
- Sizes: S-6XL
  - Short Sleeve: $7.50
  - Long Sleeve: $7.50
<table>
<thead>
<tr>
<th>Item Description</th>
<th>Short Sleeve</th>
<th>Long Sleeve</th>
</tr>
</thead>
<tbody>
<tr>
<td>Men's Jerzee T-Shirt w/Pocket</td>
<td>$14.00</td>
<td>$14.00</td>
</tr>
<tr>
<td>Women's Jerzee T-Shirt w/Pocket</td>
<td>$14.00</td>
<td>$14.00</td>
</tr>
<tr>
<td>Men's Jerzee T-Shirt wo/Pocket</td>
<td>$12.50</td>
<td>$12.50</td>
</tr>
<tr>
<td>Women's Jerzee T-Shirt wo/Pocket</td>
<td>$13.00</td>
<td>$13.00</td>
</tr>
<tr>
<td>Men's Polo Shirt - Nike Golf</td>
<td>$26.00</td>
<td>$28.00</td>
</tr>
</tbody>
</table>

BID FORM 00030-11

February 26, 2015
ITEMS TO PURCHASED CONTINUED

Women's Polo Shirt – Nike Golf
DriFit 100% Polyester
Sizes: S-6XL

<table>
<thead>
<tr>
<th></th>
<th>Short Sleeve</th>
<th>Long Sleeve</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ 25.00</td>
<td>$ 25.00</td>
</tr>
<tr>
<td></td>
<td>$ 27.00</td>
<td>$ 27.00</td>
</tr>
</tbody>
</table>

Hooded Full Zip Sweatshirt
80% Cotton 20% Polyester
Sizes: S-6XL

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ 22.00</td>
</tr>
<tr>
<td></td>
<td>$ 22.00</td>
</tr>
</tbody>
</table>

BID SCHEDULE

NOTE:

1. BIDS shall include sales tax and all other applicable taxes and fees.

2. The unit prices listed herein are understood to include all charges for layout, insurance, taxes, field office and supervision, overhead and profit, bonds and miscellaneous items needed to complete the work.

3. No partial bids will be accepted. Failure to bid any item in a Contract will be considered non-responsive.

4. The CONTRACTOR, for value received, hereby stipulates and agrees that any and all claims, demands, actions or suits whatsoever, arising under this contract, shall be subjected to the jurisdiction and venue of the Circuit Court of Bay County, Florida. The CONTRACTOR agrees, by execution of these documents, that the jurisdiction and venue in said forum is proper and appropriate since performance of the underlying contract for which these documents are executed is to be accomplished within Bay County, Florida.

BIDDER'S CERTIFICATION

BIDDER certifies that he has thoroughly familiarized himself with the CONTRACT DOCUMENTS. Bidder certifies that the bid submitted is complete and is sufficient for the Bidder to perform the work described in the CONTRACT DOCUMENTS. Furthermore, BIDDER certifies his understanding that the OWNER shall not provide any
REGULAR AGENDA
ITEM #7,

RESOLUTION 15-82
RESOLUTION 15-82

BE IT RESOLVED that the Mayor and other appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Sovereignty Submerged Lands Easement between the City and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, relating to the use of state lands for a Calypso Tower beach outfall structure and swale, in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: ______________________________
    Gayle F. Oberst, Mayor

ATTEST:

______________________________
Holly White, City Clerk
This Instrument Prepared By:
Tiana Brown
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS EASEMENT

BOT FILE NO. 030238701
EASEMENT NO. 41758
PA NO. 0322153-001-JC

THIS EASEMENT is hereby granted by the Board of Trustees of the Internal Improvement Trust Fund of
the State of Florida, hereinafter referred to as the Grantor.

WITNESSETH: That for the faithful and timely performance of and compliance with the terms and conditions stated
herein, the Grantor does hereby grant to City of Panama City Beach, Florida, hereinafter referred to as the Grantee, a
nonexclusive easement on, under and across the sovereignty lands, if any, contained in the following legal description:

A parcel of sovereignty submerged land in Section 20, Township 03 South, Range 16 West, in Gulf of Mexico,
Bay County, as is more particularly described
and shown on Attachment A, dated February 5, 2015.

TO HAVE THE USE OF the hereinafore described premises for a period of 50 years from March 2, 2015, the
effective date of this easement. The terms and conditions on and for which this easement is granted are as follows:

1. USE OF PROPERTY: The above described parcel of land shall be used solely for a beach outfall structure and
swale and Grantee shall not engage in any activity except as described in the State of Florida Department of Environmental
Protection Consolidated Joint Coastal Permit No. 0322153-001-JC, dated March 23, 2015, incorporated herein and made a part
of this easement by reference. All of the foregoing subject to the remaining conditions of this easement.

2. EASEMENT CONSIDERATION: In the event the Grantor amends its rules related to fees and the amended rules
provide the Grantee will be charged a fee or an increased fee for this activity, the Grantee agrees to pay all charges required by
such amended rules within 90 days of the date the amended rules become effective or by a date provided by an invoice from
the Department, whichever is later. All fees charged under this provision shall be prospective in nature; i.e. they shall begin to
accrue on the date that the amended rules become effective.

3. WARRANTY OF TITLE/GUARANTEE OF SUITABILITY OF USE OF LAND: Grantor neither warrants title
to the lands described herein nor guarantees the suitability of any of the lands for any particular use.

[ 44 ]
4. **RIGHTS GRANTED:** The rights hereby granted shall be subject to any and all prior rights of the United States and any and all prior grants by the Grantor in and to the submerged lands situated within the limits of this easement.

5. **DAMAGE TO EASEMENT PROPERTY AND INTERFERENCE WITH PUBLIC AND PRIVATE RIGHTS:** Grantee shall not damage the easement lands or unduly interfere with public or private rights therein.

6. **GRANTOR’S RIGHT TO GRANT COMPATIBLE USES OF THE EASEMENT PROPERTY:** This easement is nonexclusive, and the Grantor, or its duly authorized agent, shall retain the right to enter the property or to engage in management activities not inconsistent with the use herein provided for and shall retain the right to grant compatible uses of the property to third parties during the term of this easement.

7. **RIGHT TO INSPECT:** Grantor, or its duly authorized agent, shall have the right at any time to inspect the works and operations of the Grantee in any matter pertaining to this easement.

8. **INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS:** The Grantee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

9. **ASSIGNMENT OF EASEMENT:** This easement shall not be assigned or otherwise transferred without prior written consent of the Grantor or its duly authorized agent. Any assignment or other transfer without prior written consent of the Grantor shall be null and void and without legal effect.

10. **TERMINATION:** The Grantee, by acceptance of this easement, binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Grantee, its successors and assigns. In the event the Grantee fails or refuses to comply with the provisions and conditions herein set forth or in the event the Grantee violates any of the provisions and conditions herein, this easement may be terminated by the Grantor upon 30 days written notice to Grantee. If terminated, all of the above-described parcel of land shall revert to the Grantor. All notices required to be given to Grantee by this easement or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

    City of Panama City Beach, Florida  
    Attention: Mr. Mario Gisbert, City Manager  
    110 South Arnold Road  
    Panama City Beach, Florida 32413  

The Grantee agrees to notify the Grantor by certified mail of any changes to this address at least ten (10) days before the change is effective.

11. **TAXES AND ASSESSMENTS:** The Grantee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this easement which result from the grant of this easement or the activities of Grantee hereunder.

12. **REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES:** If the Grantee does not remove said structures and equipment occupying and erected upon the premises after expiration or cancellation of this easement, such structures and equipment will be deemed forfeited to the Grantor, and the Grantor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Grantee at the address specified in Item 10 or at such address on record as provided to the Grantor by the Grantee. However, such remedy shall be in addition to all other remedies available to Grantor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.
13. **ENFORCEMENT OF PROVISIONS:** No failure, or successive failures, on the part of the Grantor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Grantor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

14. **AMENDMENTS/ MODIFICATIONS:** This easement is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this easement must be in writing and must be accepted, acknowledged and executed by the Grantee and Grantor.

15. **USACE AUTHORIZATION:** Prior to commencement of construction and/or activities authorized herein, the Grantee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Grantor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

16. **ADDITIONAL STRUCTURES OR ACTIVITIES/EMERGENCY STRUCTURAL REPAIRS:** No additional structures shall be erected and/or activities undertaken, including but not limited to, dredging, relocation/realignment or major repairs or renovations made to authorized structures, on, in or over sovereignty, submerged lands without the prior written consent of the Grantor, with the exception of emergency repairs. Unless specifically authorized in writing by the Grantor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Grantee to administrative fines under Chapter 18-14, Florida Administrative Code. If emergency repairs are required to be undertaken in the interests of public health, safety or welfare, the Grantee shall notify the Grantor of such repairs as quickly as is practicable; provided, however, that such emergency activities shall not exceed the activities authorized by this easement.

17. **UPLAND RIPARIAN PROPERTY INTEREST:** During the term of this easement, Grantee must have satisfactory evidence of sufficient upland interest as defined in subsection 18-21.003(60), Florida Administrative Code, to the extent required by paragraph 18-21.004(3)(b), Florida Administrative Code, in order to conduct the activity described in this easement. If at any time during the term of this easement, Grantee fails to comply with this requirement, use of sovereignty, submerged lands described in this easement shall immediately cease and this easement shall terminate and title to this easement shall revert to and vest in the Grantor immediately and automatically.

18. **ACCRETION INTEREST:** In further consideration of the issuance of this easement by the Grantor, Grantee consents to the construction and maintenance of the structures authorized hereunder and expressly waives any right, title or interest in and to any accretions or additions to Grantee’s shoreline resulting from any activity approved herein.
WITNESSES:

Original Signature

Print/Type Name of Witness

Original Signature

Print/Type Name of Witness

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

(SEAL)

BY: Cheryl C. McCall, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this __________ day of __________, 20__, by Cheryl C. McCall, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No.

Page 4 of 9 Pages
Easement No. 41758

AGENDA ITEM #
WITNESSES:

________________________________________
Original Signature

________________________________________
Typed/Printed Name of Witness

________________________________________
Original Signature

________________________________________
Typed/Printed Name of Witness

STATE OF________________________

COUNTY OF_____________________

City of Panama City Beach, Florida (SEAL)

BY:

________________________________________
Original Signature of Executing Authority

________________________________________
Gayle Oberst
Typed/Printed Name of Executing Authority

Mayor
Title of Executing Authority

“LESSEE”

The foregoing instrument was acknowledged before me this _______ day of __________________, 20____, by Gayle Oberst as Mayor, for and on behalf of City of Panama City Beach, Florida. She is personally known to me or who has produced ____________________, as identification.

My Commission Expires:

________________________________________
Signature of Notary Public

________________________________________
Notary Public, State of________________________

________________________________________
Commission/Serial No.____________________

________________________________________
Printed, Typed or Stamped Name
DESCRIPTION: PUBLIC EASEMENT

A SUBMERGED PARCEL OF LAND LYING IN SECTION 20, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY FLORIDA, WITHIN THE WATERS OF THE GULF OF MEXICO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWESTERN CORNER OF LOT 12, F.A. BLACK'S ORIGINAL PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 38 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY 98A (FRONT BEACH ROAD), AND PROCEED SOUTH 32 DEGREES 00 MINUTES 48 SECONDS WEST, FOR A DISTANCE OF 100.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID U.S. HIGHWAY 98A; THENCE CONTINUE SOUTH 32 DEGREES 00 MINUTES 48 SECONDS WEST, FOR A DISTANCE OF 242.16 FEET TO A POINT ON THE BAY COUNTY EROSION CONTROL LINE (MEAN HIGH WATER LINE AS LOCATED ON FEBRUARY 26, 1997) AND THE POINT OF BEGINNING; THENCE PROCEED ALONG SAID EROSION CONTROL LINE SOUTH 58 DEGREES 16 MINUTES 47 SECONDS EAST, FOR A DISTANCE OF 58.42 FEET; THENCE CONTINUE ALONG SAID EROSION CONTROL LINE SOUTH 62 DEGREES 54 MINUTES 43 SECONDS EAST, FOR A DISTANCE OF 22.71 FEET; THENCE LEAVING SAID EROSION CONTROL LINE, PROCEED SOUTH 32 DEGREES 00 MINUTES 48 SECONDS WEST, FOR A DISTANCE OF 160.03 FEET TO THE EXISTING MEAN HIGH WATER LINE AND 0.65' CONTOUR (AS LOCATED JANUARY 3, 2014); THENCE CONTINUE SOUTH 32 DEGREES 00 MINUTES 48 SECONDS WEST, FOR A DISTANCE OF 14.10 FEET; THENCE NORTH 57 DEGREES 59 MINUTES 12 SECONDS WEST, FOR A DISTANCE OF 178.51 FEET; THENCE NORTH 32 DEGREES 00 MINUTES 48 SECONDS EAST, FOR A DISTANCE OF 18.38 FEET TO THE AFORESAID EXISTING MEAN HIGH WATER LINE; THENCE CONTINUE NORTH 32 DEGREES 00 MINUTES 48 SECONDS EAST, FOR A DISTANCE OF 152.92 FEET TO THE AFORESAID EROSION CONTROL LINE; THENCE SOUTH 58 DEGREES 18 MINUTES 47 SECONDS EAST, ALONG SAID EROSION CONTROL LINE, FOR A DISTANCE OF 94.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 30,174 SQUARE FEET OR 0.693 ACRES, MORE OR LESS.

RECEIVED

FEB 12 2015

DIVISION OF WATER
RESOURCE MANAGEMENT

INDEX OF SHEETS:
51. VICINITY MAP, (1' = 1,000')
52. OVERALL SITE, LEGEND, (1' = 100')
53. SITE DETAILS, SURVEY NOTES, (1' = 50')
54. DESCRIPTION.

PREBLE-RISH, INC.
CONSULTING ENGINEERS
CIVIL • SURVEYING • SITE PLANNING

DESCRIPTION SKETCH:
PUBLIC EASEMENT
CALYPSO TOWERS OUTFALL
IN SECTION 28, TOWNSHIP 3 SOUTH,
RANGE 16 WEST, BAY COUNTY, FLORIDA

AGENDA ITEM #
REGULAR AGENDA
ITEM #8,

RESOLUTION 15-83
RESOLUTION 15-83

BE IT RESOLVED that the appropriate officers of the City are authorized to execute on behalf of the City that certain Easement from the City to Fontainebleau Terrace Inc., granting Fontainebleau Terrace the right to access a portion of City property adjacent to the Nautilus Lift Station site, in exchange for Fontainebleau’s conveyance to the City of a utility easement over its property adjacent to the Nautilus lift station, 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 Easement shall be conclusive evidence of such approval.

AND BE IT FURTHER RESOLVED that the appropriate officers of the City are authorized and directed to deliver the access easement upon the City’s receipt of the fully executed utility easement.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: ____________________________
    Gayle F. Oberst, Mayor

ATTEST:

______________________________
Holly White, City Clerk
MEMORANDUM

TO: City Council

CC: City Manager

FROM: Amy Myers

DATE: April 3, 2015

RE: Hidden Lagoon easement swap

As part of the re-construction of the Nautilus Lift Station, staff has approached the owner of the Hidden Lagoon Racetrack which lies adjacent to the City's lift station site requesting a utility easement for a sewer pipe that runs across her property from the lift station to an existing City easement to the north. In response to our request, the owner has requested an access easement over a portion of our lift station site to access the northern portion of her property. Staff has no objections, as the execution of both easements will memorialize the status quo—for many years already the City has utilized a sewer pipe in the easement area we have requested, and we have also allowed our neighbor the access over our property she has now formally requested.

Staff requests the Council's approval of the City Manager's execution and delivery of the attached access easement to complete the transaction. Staff also recommends, however, that the execution and delivery of the access easement be delayed until the City's receives the fully executed utility easement from the landowner.
ACCESS EASEMENT

STATE OF FLORIDA
COUNTY OF BAY

KNOW ALL MEN BY THESE PRESENTS that the CITY OF PANAMA CITY BEACH, a municipal corporation, whose address is 110 South Arnold Road, Panama City Beach, FL 32413, Grantors, for and in consideration of the sum of Ten and no/100 Dollars ($10.00) to them in hand paid by FONTAINEBLEAU TERRACE, INC., a Florida corporation, the receipt whereof is hereby acknowledged, does hereby grant and convey to said FONTAINEBLEAU TERRACE, INC., its successors and assigns, a perpetual easement in and right of ingress and egress upon and across property located on the following described land owned by Grantor situated in Bay County, Florida, to wit:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 5, BLOCK "H", BID-A-WEED SUBDIVISION AS RECORDED IN PLAT BOOK 2, PAGE 23 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, ALSO BEING THE NORTHEAST RIGHT-OF-WAY INTERSECTION OF NAUTILUS STREET AND MILLCOLE AVENUE; THENCE PROCEED NORTH 57 DEGREES 06 MINUTES 40 SECONDS WEST ALONG A WESTERLY EXTENSION OF THE NORTH RIGHT-OF-WAY LINE OF SAID MILLCOLE AVENUE A DISTANCE OF 290.00 FEET; THENCE PROCEED NORTH 32 DEGREES 53 MINUTES 20 SECONDS EAST TO AND ALONG THE WEST LINE OF PARCEL 34453-000-000 AS RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY A DISTANCE OF 407.64 FEET TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE PROCEED SOUTH 88 DEGREES 06 MINUTES 40 SECONDS EAST ALONG THE NORTH LINE OF SAID PARCEL A DISTANCE OF 98.85 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88 DEGREES 06 MINUTES 40 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 46.97 FEET TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE PROCEED SOUTH 32 DEGREES 53 MINUTES 20 SECONDS WEST ALONG THE EAST LINE OF SAID PARCEL A DISTANCE OF 17.50 FEET; THENCE DEPARTING SAID EAST LINE, PROCEED NORTH 88 DEGREES 06 MINUTES 40 SECONDS WEST A DISTANCE OF 25.97 FEET; THENCE PROCEED SOUTH 32 DEGREES 52 MINUTES 21 SECONDS WEST A DISTANCE OF 148.33 FEET TO A POINT OF CURVATURE, SAID CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 44.00 FEET, A CENTRAL ANGLE OF 54 DEGREES 45 MINUTES 11 SECONDS AND A CHORD BEARING AND DISTANCE OF SOUTH 05 DEGREES 29 MINUTES 46 SECONDS WEST, 40.47 FEET; THENCE PROCEED SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 42.05 FEET TO THE POINT OF TANGENCY; THENCE PROCEED SOUTH 21 DEGREES 52 MINUTES 49 SECONDS EAST A DISTANCE OF 4.41 FEET TO THE EAST LINE OF THE AFORESAID PARCEL; THENCE PROCEED SOUTH 32 DEGREES 53 MINUTES 20 SECONDS WEST ALONG SAID EAST LINE A DISTANCE OF 22.04 FEET; THENCE DEPARTING SAID EAST LINE, PROCEED NORTH 21 DEGREES 52 MINUTES 49 SECONDS WEST A DISTANCE OF 17.12 FEET TO A POINT OF CURVATURE, SAID CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 62.00 FEET, A CENTRAL ANGLE OF 54 DEGREES 45 MINUTES 11 SECONDS AND A CHORD BEARING AND DISTANCE OF NORTH 05 DEGREES 29 MINUTES 46 SECONDS WEST.

Hidden Lagoon Access Easement
Page 1 of 5

AGENDA ITEM #
EAST, 57.02 FEET; THENCE PROCEED NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 59.25 FEET TO THE POINT OF TANGENCY; THENCE PROCEED NORTH 32 DEGREES 52 MINUTES 21 SECONDS EAST A DISTANCE OF 155.01 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA AND CONTAINING 4,382 SQUARE FEET (0.101 ACRES) MORE OR LESS.

for the purpose of accessing its business located on the following described land owned by Grantor situated in Bay County, Florida, to wit:

SEE EXHIBIT A, ATTACHED AND INCORPORATED HEREIN.

TOGETHER with all rights and privileges necessary or convenient for the full enjoyment and use thereof including the rights of ingress and egress to and from said easement.

PROVIDED always that Grantor, its successors and assigns, shall make or permit no improvements or vegetation except the existing drive and grass on the above-described land, or any other use thereof inconsistent with the easement granted herein.

Grantor may relocate the easement within its property provided the points of egress and ingress onto the Grantor’s property as they exist on the date of conveyance of this easement are unchanged and Grantor pays all costs arising from and associated with the relocation of the easement.

TO HAVE AND TO HOLD the same to the said CITY, its successors and assigns, forever.

IN WITNESS WHEREOF, the City has executed this instrument this _____ day of April, 2015.

Signed, sealed and delivered in the presence of:

Holly White, City Clerk

Mario Gisbert, City Manager

(Signature of Witness)
Print Name:

Hidden Lagoon Access Easement
Page 2 of 5
STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this ____ day of April, 2015, by Mario Gisbert, City Manager of the City of Panama City Beach, on behalf of the City, who is personally known to me.

Signature of Notary Public

THIS INSTRUMENT PREPARED BY BUT NOT EXECUTED BEFORE:

Amy E. Myers, Esquire
HARRISON, SALE, McCLOY
304 MAGNOLIA AVENUE
PANAMA CITY, FLORIDA 32401
(850) 759-3434
EXHIBIT A
(LEGAL DESCRIPTION OF RACETRACK PROPERTY)

COMMENCE AT THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 3 SOUTH,
RANGE 16 WEST, BAY COUNTY, FLORIDA; THENCE WEST ALONG THE NORTH LINE
OF SAID SECTION 28 FOR 3925.75 FEET TO THE NORTH RIGHT OF WAY LINE OF U.S.
HIGHWAY 98 (FORMERLY STATE ROAD 10); THENCE S57°36'38"E ALONG SAID
NORTH RIGHT OF WAY LINE FOR 1107.00 FEET; THENCE N32°27'53"E FOR 150.00
FEET; THENCE N57°36'38"W FOR 232.00 FEET; THENCE N32°27'53"E FOR 50.00 FEET
TO THE POINT OF BEGINNING; THENCE N57°36'38"W FOR 150.00 FEET; THENCE
M32°27'53"E FOR 237.66 FEET TO THE NORTH LINE OF SAID SECTION 28; THENCE
S88°38'46"E ALONG SAID NORTH LINE FOR 685.09 FEET; THENCE LEAVING SAID
NORTH LINE, S32°27'53"W FOR 210.33 FEET; THENCE S57°36'38"E FOR 125.00 FEET;
THENCE N32°27'53"E FOR 285.60 FEET TO THE NORTH LINE OF SECTION 28;
THENCE S88°38'46"E ALONG SAID NORTH LINE FOR 145.34 FEET TO THE WESTERLY
RIGHT OF WAY LINE OF NAUTILUS STREET (HAVING A 40 FOOT RIGHT OF WAY);
THENCE S32°27'53"W ALONG SAID WESTERLY RIGHT OF WAY LINE FOR 561.03 FEET
TO THE NORTHERLY RIGHT OF WAY LINE OF MILLCOLE AVENUE (HAVING A 40
FOOT RIGHT OF WAY); THENCE N57°36'38"W ALONG SAID NORTHERLY RIGHT OF
WAY LINE AND THE WESTERLY EXTENSION THEREOF FOR 599.82 FEET; THENCE
S75°31'15"W FOR 73.46 FEET; THENCE S48°21'35"W FOR 131.51 FEET TO THE POINT
OF BEGINNING.
Hidden Lagoon Access Easement
Page 5 of 5
REGULAR AGENDA
ITEM #9,

RESOLUTION 15-84
RESOLUTION 15-84

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING A BUDGET AMENDMENT TO PROVIDE ADDITIONAL FUNDS TO THE PANAMA CITY BEACH POLICE DEPARTMENT FOR ADDITIONAL SECURITY RESOURCES DURING SPRING BREAK 2015; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WITNESSETH:

WHEREAS, the critical mass of College Spring Break 2015 has occurred during the month of March 2015, during which the community has been exposed to an extraordinary number of visitors, and a correspondingly extraordinary amount of violence and disrespect for law and order; and

WHEREAS, though the critical mass of College Spring Break occurred during the month of March, the City expects to entertain a high volume of Spring Break-specific visitors into April, 2015; and

WHEREAS, on March 28, 2015, the Council held an emergency meeting during which they approved, by motion, the expenditure of an amount not to exceed $200,000 to be used for the Police Department to enhance, supplement and address known and foreseeable problems for the rest of Spring Break.

BE IT RESOLVED that the following budget amendment (#18) is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2014, and ending September 30, 2015, as shown in and in accordance with the attached and incorporated Exhibit A, for the purposes stated herein.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: ____________________________
    Gayle F. Oberst, Mayor

ATTEST:

______________________________
Holly White, City Clerk
<table>
<thead>
<tr>
<th>FUND</th>
<th>GENERAL ACCOUNT NUMBER</th>
<th>ACCOUNT DESCRIPTION</th>
<th>APPROVED BUDGET</th>
<th>BUDGET ADJUSTMENT</th>
<th>NEW BUDGET BALANCE</th>
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</thead>
<tbody>
<tr>
<td>TO</td>
<td>001-2101-521.31-70</td>
<td>Professional Mutual Aid</td>
<td>170,000.00</td>
<td>100,000.00</td>
<td>270,000.00</td>
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<td>TO</td>
<td>001-2101-521.14-10</td>
<td>Salaries Overtime</td>
<td>478,844.00</td>
<td>76,493.00</td>
<td>555,337.00</td>
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<td>TO</td>
<td>001-2101-521.21-10</td>
<td>Taxes FICA</td>
<td>280,301.00</td>
<td>5,852.00</td>
<td>286,153.00</td>
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<td>TO</td>
<td>001-2101-521.22-20</td>
<td>Retirement Sworn</td>
<td>697,104.00</td>
<td>17,655.00</td>
<td>714,759.00</td>
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<td>FROM</td>
<td>001-8100-999.96-00</td>
<td>Reserves Available for Expenditures</td>
<td>8,260,176.00</td>
<td>(200,000.00)</td>
<td>8,060,176.00</td>
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</table>

Check Adjustment Totals: 9,886,425.00 0.00 9,886,425.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To appropriate additional funds for law enforcement for Spring Break

approved by the City Council at emergency meeting Saturday 03/28/15

ROUTING FOR APPROVAL

________________________________ DEPARTMENT HEAD __________ DATE ________________________________ CITY MANAGER ___________ DATE ________________________________

________________________________ CITY CLERK __________ DATE ________________________________

RF-10 4/3/2015 2:51 PM
REGULAR AGENDA
ITEM #10,

ORDINANCE 1340
ORDINANCE NO. 1340

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S LAND DEVELOPMENT CODE; CLARIFYING THE SITE DESIGN AND DEVELOPMENT STANDARDS APPLICABLE TO LOTS IN EXISTING RESIDENTIAL SUBDIVISIONS LYING WITHIN THE FRONT BEACH ROAD OVERLAY DISTRICT; CLARIFYING THE APPLICABLE SETBACKS FOR A RESIDENTIAL PLATED LOT WITHIN THE FRONT BEACH OVERLAY DISTRICT, AND PROVIDING FOR MODIFICATION OF SUCH SETBACKS NECESSARY TO ACCOMMODATE A PORTE COCHERE; INCREASING THE SIDE SETBACKS IN FBO-3 AND FBO-4 FOR PORTIONS OF BUILDINGS EXCEEDING 120' OR TEN STORIES; CLARIFYING THE BUILDING HEIGHT STANDARDS BY CONSISTENT USE OF THE TERM "STORY" THROUGHOUT SECTION 7.02.03 AND PROVIDING A DEFINITION OF "GROUND STORY OR FLOOR"; AMENDING THE TERMS "STORY" AND "BUILDING HEIGHT"; CORRECTING INTERNAL CITATIONS WITHIN SECTION 7.02.07 RELATING TO THE BREAKFAST POINT OVERLAY DISTRICT; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the City desires to clarify and coordinate the applicable site design and development standards applicable to lots in existing residential subdivisions lying within the Front Beach Road Overlay District in order to align those specific design and development standards with the purpose and intent of the Front Beach Overlay Districts.

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 1.0702 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):

Chapter 1. General Provisions.
1.07.00 ACRONYMS and DEFINITIONS
1.07.02 Definitions.

Building Height – The vertical distance between the highest point of the ceiling of the highest habitable Story and the highest crown (highest point in the vehicular area of the right of way) of a road abutting the property as provided in section 1.02.01D.

Ground Cover – Plants, other than turf grass, normally reaching an average maximum height of not more than twenty-four (24) inches at maturity.
Ground Story or Ground Floor—The Story having its floor level closest to grade at the entry of the building shall be considered the Ground Story or Ground Floor.

Group Home Facility — A Licensed Facility that provides a family living environment including supervision and care necessary to meet the physical, emotional, and social needs of its residents. The capacity of such a facility shall be at least 4 but not more than 15 residents.

... 
Story — A measure of height based on the number of habitable floors stacked vertically. For purposes of this LDC, a story is includes the area between the surface of any floor and the surface of the floor next above it, or if there is no floor above it, then the space between the floor and the ceiling next above it.

... 

SECTION 2. From and after the effective date of this ordinance, Section 4.02.02 of the Land Development Code of the City of Panama City Beach related to Dimension Standards for Zoning Districts, is amended to read as follows (new text bold and underlined, deleted text struckthrough):

Chapter 4. Site Design and Development Standards
4.02.00 SITE DESIGN STANDARDS
4.02.02 Dimensional Standards for Zoning Districts

A. Minimum Residential Area

1. The minimum living space as defined in the building code of a Single Family Dwelling shall be not less than 750 square feet or the FHA minimum, whichever is greater.

2. The minimum living space as defined in the building code of a Multi-family Dwelling shall be not less than 450 square feet or the FHA minimum, whichever is greater.

B. Minimum Non-residential Area

The minimum commercial floor area for a non-residential Building or structure shall be not less than 75 square feet.

C. Setback Requirements

The Setback of a given zoning district shall be increased for applicable Lots pursuant to section 4.04.02 (Visibility at Intersections).

D. Building Height, Setback and Coverage Requirements

1. Building location is determined by the Setback standards from the property line on the front, sides and rear of the property. Table 4.04.02A sets forth the Setback requirements, along with the maximum Building Height for each zoning district. These provisions are modified for FBO districts pursuant to Section 7.02.03.

2. Every part of the required Setback area shall be open from its lowest point to the sky, unobstructed except for the customary projection of sills, belts, courses, Cornices, ornamental features, and Eaves that do not extend more than three (3) feet into the setback area; approved Accessory Buildings; and fencing. Open or enclosed fire escapes, outside stairways, balconies, chimneys, flues,
generators or other projections shall not extend into any required Setback area, except that uncovered steps may project not more than three (3) feet into any required Setback area. Air conditioner/heat pumps shall be located the lesser of the Setback for the principal Building or five (5) feet from the property line. Underground improvements are not subject to Setback requirements.

3. Building Height shall be measured from the highest point of the crown (highest point in the vehicular area of the right of way) of an abutting street to the highest point of the ceiling in the highest habitable Story floor.

4. Roof pitches greater than 12:12 (twelve feet of rise for twelve horizontal feet), height are prohibited.

5. Nothing shall extend above the ridgeline except chimneys, cupolas, steeple, parapets, antennas, mechanical equipment and elevator equipment. Within the AR zoning district, height limitations shall not apply to silos.

6. Within commercial districts, there shall be no projection of sills, belts, courses ornamental features or Eaves over any public right-of-way.

7. Within the portions of the Residential subdivisions listed below that are located outside an FBO district, no permit shall be issued for a three (3) Story dwelling or a dwelling exceeding twenty (20) feet in Building Height until at least thirty (30) percent of the lots in the subdivision have been developed with two (2) story dwellings. This provision does not apply to the portions of the following subdivisions located within an FBO district:

<table>
<thead>
<tr>
<th>Miramar Beach Area - All R-1C zoned areas in the following subdivisions:</th>
<th>Colony Club Area - All property zoned as R-1A in the following subdivisions:</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Miramar Heights Subdivision</td>
<td>• Greens West</td>
</tr>
<tr>
<td>• Wells Gulf Beach Estates</td>
<td>• Bay West Estates Unit 1</td>
</tr>
<tr>
<td>• Miramar Beach 1st Addition</td>
<td>• Colony Club Subdivision Phase 1</td>
</tr>
<tr>
<td>Palmetto Trace - All phases.</td>
<td>• Trieste Phase 2</td>
</tr>
<tr>
<td>Summerwood - All phases.</td>
<td>• North Colony Club Estates Phase 1</td>
</tr>
<tr>
<td>Summerbreeze Subdivision - All phases</td>
<td>• Trieste</td>
</tr>
<tr>
<td>Gulf Highlands, Unit 2 - All R-1B zoned areas.</td>
<td>• Colony Club Harbour Phases 1, 2, and 3</td>
</tr>
<tr>
<td>Open Sands - All R-1C zoned areas including the Pura Vida unrecorded subdivision.</td>
<td>All unrecorded lots in the Colony Club area.</td>
</tr>
</tbody>
</table>

Gulf Highlands Subdivision - All R-1B or R-1C zoned areas.

The Glades Area - All property zoned as R-1B or R-O in the following subdivisions:

• The Glades and The Glades Phase II
• Tierra Verde and Tierra Verde Phase II
• Glades unrecorded addition.

Bid-A-Wee Beach Area - All property zoned as R-1C or R-O in the following subdivisions:

• Seclusion Beach
• North Bid-A-Wee 1st Addition
• North Bid-A-Wee Beach
SECTION 3. From and after the effective date of this ordinance, Section 4.05.03(K) of the Land Development Code of the City of Panama City Beach related to Parking Design, Location and Access Requirements, is amended to read as follows (new text **bold** and **underlined**, deleted text **struck through**):

**Chapter 4. Site Design and Development Standards**

<table>
<thead>
<tr>
<th>4.05.00</th>
<th>OFF-STREET PARKING AND LOADING</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.05.03</td>
<td>Parking Design, Location and Access Requirements</td>
</tr>
</tbody>
</table>

... K. Parking Garage Exterior and Interior Walls

The exterior and interior walls of a *Parking Garages* located outside a FBO district shall meet the following standards:

1. At least fifty (50) percent of the clear height between *Stories floors* shall be open to the atmosphere for the full length of all exterior walls, excluding required stair and elevator walls and structural columns.

2. Wherever an exterior wall is open to the atmosphere, there shall be a continuous bumper or knee wall of *Solid Faced* construction extending from the floor to a height of not less than forty-two (42) inches.

3. An exterior wall may be closed wherever it abuts or is in common with another structure.

4. Interior wall lines and column lines shall be at least twenty (20) percent open and uniformly distributed.

5. Nothing herein shall supersede the loading and other safety design criteria specified by applicable building construction codes for all interior and exterior walls of a *Parking Garage*.

6. The color, texture and design of all facings of a parking garage and any required pedestrian crossover must be consistent with the principal structure which the parking garage is intended to serve. Building wall articulation or architectural relief shall include one or more of the
following: pilasters, vertical piers, vertical landscaping, columns, colonnades, windows, awnings or shutters.

SECTION 4. From and after the effective date of this ordinance, Section 7.02.03(F) of the Land Development Code of the City of Panama City Beach related to Building Fronts and Setbacks in the Front Beach Overlay District, is amended to read as follows (new text bold and underlined, deleted text struck through):

Chapter 7. Special Overlay Districts
7.02.00 ESTABLISHMENT OF SPECIAL OVERLAY DISTRICTS
7.02.03 Front Beach Road Overlay Districts
F. Building Fronts and Setbacks

F. Building Fronts and Setbacks

1. Setback in Certain Areas. For Lots in subdivisions platted prior to January 1, 2015, that are located in R-1 or R-2 districts on the north side of Front Beach Road, the setbacks of the underlying zoning district shall apply to all Development and Redevelopment. The setbacks for underlying zoning districts also shall apply to Development and Redevelopment of a Parcel lying in whole or in part along Panama City Beach Parkway.

2. Building Front Types Defined. Table 7.02.03.A defines the Building front types permitted in FBO districts. All applications for Development within an FBO district shall assign each Building a specific Building front type and each Building shall be designed in accordance with the standards that apply to that Building front type, as established in this section. In addition to the building fronts established in this section, section 7.02.03L establishes standards allowing the establishment of buildings with porte cochere fronts in the FBO-4 district.

<table>
<thead>
<tr>
<th>Group</th>
<th>Definition</th>
<th>Illustration</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Storefront. A storefront is a Building front with the façade at or near the back of the sidewalk with the Building entrance at sidewalk grade. This Building front is conventional for retail, office, accommodations and mixed Use Buildings. It has substantial Glazing on the sidewalk level and an awning that may overlap the sidewalk. Allowed in the FBO-2, FBO-3 and FBO-4 districts.</td>
<td><img src="image.png" alt="Illustration" /></td>
</tr>
<tr>
<td>Group</td>
<td>Definition</td>
<td>Illustration</td>
</tr>
<tr>
<td>-------</td>
<td>------------</td>
<td>--------------</td>
</tr>
<tr>
<td>A Gallery. A gallery is a Building front with an attached cantilevered balcony or a lightweight colonnade overlapping the portion of a sidewalk located outside the public right-of-way. This Building front is conventional for retail, office, accommodations and mixed Use Buildings. Allowed in the FBO-2, FBO-3 and FBO-4 districts.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A Arcade. An arcade is a Building front where the façade is a colonnade that overlaps the portion of the sidewalk located outside the public right-of-way. This Building front is conventional for retail, with other Uses in the occupied space above the colonnade. Allowed in the FBO-2, FBO-3 and FBO-4 districts.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A Doorway. A doorway is a Building front with the façade aligned with the back of the sidewalk and the entry door flush with the façade or recessed into the façade. This type is similar to storefront Frontages, except that they are primarily used for Residential entries. Allowed in the FBO-2, FBO-3 and FBO-4 districts.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Group</td>
<td>Definition</td>
<td>Illustration</td>
</tr>
<tr>
<td>-------</td>
<td>---------------------------------------------------------------------------</td>
<td>--------------</td>
</tr>
<tr>
<td>B</td>
<td><strong>Dooryard.</strong> A dooryard is a Building front with the façade set back from the Frontage line behind an at-grade courtyard. This type buffers Residential and accommodations Uses from sidewalks and removes the private Yard from public encroachment. The dooryard is suitable to conversion for outdoor dining. Allowed in the FBO-1, FBO-2, FBO-3 and FBO-4 districts.</td>
<td>![Dooryard Illustration]</td>
</tr>
<tr>
<td>B</td>
<td><strong>Terrace/Light Court.</strong> A terrace/light court is a Building front with the façade set back from the Frontage line by an elevated terrace or light court. The court can potentially Access an additional unit or commercial space below Street grade. This type removes the private Yard from public encroachment. The terrace or light court may be suitable to conversion for outdoor dining. Allowed in the FBO-1, FBO-2, FBO-3 and FBO-4 districts.</td>
<td>![Terrace/Light Court Illustration]</td>
</tr>
<tr>
<td>C</td>
<td><strong>Stoop.</strong> A stoop is a Building front with the Facade near the sidewalk and the front entry stairs connect to the sidewalk. The Ground Story First-floor is elevated to provide privacy for Residential Uses. The stoop Frontage is primarily for Residential Uses in short Setback situations. Allowed in the FBO-2, FBO-3 and FBO-4 districts.</td>
<td>![Stoop Illustration]</td>
</tr>
<tr>
<td>Group</td>
<td>Definition</td>
<td>Illustration</td>
</tr>
<tr>
<td>-------</td>
<td>------------</td>
<td>--------------</td>
</tr>
<tr>
<td>C</td>
<td><strong>Forecourt.</strong> A forecourt is a <em>Building</em> front with a portion of the façade close to the <em>Frontage</em> line and the central portion is set back. The forecourt created may be suitable for vehicular <em>Drop-Offs</em>. This type should be interspersed with other <em>Frontage</em> types. Forecourts are appropriate locations for large shade trees. This <em>Building</em> front is used for <em>Residential</em> and non-residential uses. Allowed in the FBO-2, FBO-3 and FBO-4 districts.</td>
<td></td>
</tr>
<tr>
<td></td>
<td><img src="image" alt="Forecourt Illustration" /></td>
<td></td>
</tr>
<tr>
<td>C</td>
<td><strong>Lawn.</strong> A lawn is a <em>Building</em> front with the façade is set back from the front <em>Lot Line</em>. Attached porches may be permitted to encroach into front <em>Yards</em> and an open fence at the <em>Frontage</em> line is optional. This <em>Building</em> front is used for <em>Residential</em> and non-residential uses. Allowed in the FBO-1 district.</td>
<td></td>
</tr>
<tr>
<td></td>
<td><img src="image" alt="Lawn Illustration" /></td>
<td></td>
</tr>
<tr>
<td>C</td>
<td><strong>Common Lawn.</strong> A common lawn is a <em>Building</em> front with a group of <em>Buildings</em> sharing a common lawn that opens to the <em>Street</em>. This <em>Building</em> front is used for <em>Residential</em> and non-residential uses. Allowed in the FBO-1 district.</td>
<td></td>
</tr>
<tr>
<td></td>
<td><img src="image" alt="Common Lawn Illustration" /></td>
<td></td>
</tr>
</tbody>
</table>

2.3 **Allowed Frontage Types.** *Building* front types are only allowed in the FBO where an "A" is shown in Table 7.02.03.B for the corresponding *Building* front and FBO district. An applicant may select any *Building* front type that is allowed in the applicable zoning district. Table 7.02.03.B assigns each of the *Building* front types to a group. *Setback* standards for each of the groups of *Building* front types are listed in the following paragraphs 3, 4 and 5.
Table 7.02.03.B: Allowed Building Fronts by Overlay District

<table>
<thead>
<tr>
<th>Groups</th>
<th>Districts</th>
<th>A</th>
<th>B</th>
<th>C</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Storefront</td>
<td>A</td>
<td>A</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Gallery</td>
<td>A</td>
<td>A</td>
<td>A</td>
</tr>
<tr>
<td></td>
<td>Arcade</td>
<td>A</td>
<td>A</td>
<td>A</td>
</tr>
<tr>
<td></td>
<td>Doorway</td>
<td>A</td>
<td>A</td>
<td>A</td>
</tr>
<tr>
<td></td>
<td>Dooryard</td>
<td>A</td>
<td>A</td>
<td>A</td>
</tr>
<tr>
<td></td>
<td>Terrace / Light Court</td>
<td>A</td>
<td>A</td>
<td>A</td>
</tr>
<tr>
<td></td>
<td>Stoop</td>
<td>A</td>
<td>A</td>
<td>A</td>
</tr>
<tr>
<td></td>
<td>Forecourt</td>
<td>A</td>
<td>A</td>
<td>A</td>
</tr>
<tr>
<td></td>
<td>Lawn</td>
<td>A</td>
<td>A</td>
<td>A</td>
</tr>
<tr>
<td></td>
<td>Common Lawn</td>
<td>A</td>
<td>A</td>
<td>A</td>
</tr>
</tbody>
</table>

*Steps shall be allowed where necessary to comply with FEMA standards.

3.4 Group "A" Building Front Standards.

a. *Building Setbacks* for *Building* Fronts listed under Group A in Table 7.02.03.B shall comply with the *Setback* requirements established in Table 7.02.03.C.

b. *Setbacks* for stories one through four (1-4) are the minimum or maximum *Setbacks* in feet for the applicable side of the *Building* for each of the first four *Stories Floors*. *Setbacks* for stories five and above (5+) are the minimum *Setbacks* in feet for *Stories Floors* above the fourth *Story Floor*.

c. On the south side of Front Beach Road and South Thomas Drive, the minimum side *Setbacks* apply to all portions of the *Building* for the first four (4) stories and the side *Setbacks* for the portions of *Buildings* taller than four (4) stories apply only to the portions of the *Buildings* that are above the fourth *Story*.

d. For purposes of the FBO district regulations, the primary *Street* shall be Front Beach Road, South Thomas Drive or Arnold Road. Where a structure does not abut one of these *Streets*, the primary *Street* shall be the *Street* with the highest order functional classification.

e. *Setbacks* for underlying zoning districts shall apply to *Parcels* lying along Panama City Beach Parkway.

(f) *(e)Setbacks* for yards facing *Parcels* within an FBO district that abut parcels in an R-1 district that is not within an FBO district shall comply with the *Setback* requirement for the underlying district unless the FBO district requires a greater *Setback*. 

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Table 7.02.03.C: Group A Setbacks

Notes:
A – Front Setback
C – Interior Lot Side Setback
E – Interior Lot Rear Setback

B – Exterior Lot Side Setback
D – Exterior Lot Rear Setback

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AGENDA ITEM # 10
### Table 7.02.03.C Setbacks for Group A Building Front Types (in feet)

<table>
<thead>
<tr>
<th>Dimension</th>
<th>Setback</th>
<th>FBO-1</th>
<th>FBO-2</th>
<th>FBO-3</th>
<th>FBO-4</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Front Setback (feet)</td>
<td>Stories 1 – 4</td>
<td>Minimum and Maximum: the greater of 47 from CL or 5 from PL</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Stories 5 +</td>
<td>Minimum: the greater of 62 from CL or 20 from PL</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Exterior Lot Side Setback (feet)</td>
<td>Stories 1 – 4</td>
<td>5 maximum</td>
<td>5 maximum</td>
<td>5 maximum</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Stories 5 +</td>
<td>20 minimum</td>
<td>20 minimum</td>
<td>20 minimum</td>
</tr>
<tr>
<td>C</td>
<td>Interior Lot Side Setback (feet)</td>
<td>Stories 1 – 3</td>
<td>0 minimum</td>
<td>0 minimum</td>
<td>10 minimum</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Stories 1-3 South of Front Beach or South Thomas</td>
<td>10 minimum</td>
<td>NA</td>
<td>10 minimum</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Story 4</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Story 4 South of Front Beach or South Thomas</td>
<td>15 minimum</td>
<td>NA</td>
<td>15 minimum</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Stories 5 +</td>
<td>10 minimum</td>
<td>10 minimum</td>
<td>20 minimum</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Stories 5 + South of Front Beach or South Thomas</td>
<td>20 minimum</td>
<td>NA</td>
<td>20 minimum</td>
</tr>
<tr>
<td>D</td>
<td>Rear Setback (feet)</td>
<td>All stories —</td>
<td>FDEP or 25 min. if no FDEP</td>
<td>25 minimum</td>
<td>FDEP or 25 min. if no FDEP line is established</td>
</tr>
</tbody>
</table>

**Notes:**

1. At least 80% of the **Building Facade** shall be located at the **Front Setback** line for storefront, arcade, gallery & doorway, except as authorized for a porte cochere (see section 7.02.03L).

2. For **Buildings** located on **Corner Lots**, at least the first 30 feet of the **Building façade** closest to the corner, shall be located at the **Setback** line. **Lobby Building** Front Type is exempt from this standard.

4. CL = centerline of Front Beach Road; PL = Property line

5. All **Setbacks** are measured from the Property line (or CL) to the **Building Facade**.

6. Refer to section 7.02.03G for **Front Yard** standards for areas between the **Building façade** and the front property line.

7. NA – not applicable

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4.5 Group “B” Building Front Standards.

a. Building Setbacks for Building Fronts listed under Group B in Table 7.02.03.B shall comply with the setback requirements established in Table 7.02.03.D.

b. Setbacks for stories one through four (1-4) are the minimum or maximum Setbacks in feet for the applicable side of the Building for each of the first four (4) Stories Floors. Setbacks for stories five (5) and above are the minimum Setbacks in feet for Stories Floors above the fourth Story Floor.

c. On the south side of Front Beach Road and South Thomas Drive, the minimum side Setbacks apply to all portions of the Building for the first four (4) stories and the side Setbacks for the portions of Buildings taller than four (4) stories apply only to the portions of the Buildings that are above the fourth Story.

d. For purposes of the FBO district regulations, the primary Street shall be Front Beach Road, South Thomas Drive or Arnold Road. Where a structure does not abut one of these Streets, the primary Street shall be the Street with the highest order functional classification.

e. Setbacks for underlying zoning districts shall apply to Parcels lying along Panama City Beach Parkway.

(*) e) Setbacks for yards facing Parcels within an FBO district that abut parcels in an R-1 district that is not within an FBO district shall comply with the Setback requirement for the underlying district unless the FBO district requires a greater Setback.

![Diagram of building front standards]

Table 7.02.03.D: Group B Setbacks

<table>
<thead>
<tr>
<th>Notes:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A – Front Setback</td>
<td>B – Exterior Lot Side Setback</td>
</tr>
<tr>
<td>C – Interior Lot Side Setback</td>
<td>D – Exterior Lot Rear Setback</td>
</tr>
<tr>
<td>E – Interior Lot Rear Setback</td>
<td></td>
</tr>
</tbody>
</table>

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<table>
<thead>
<tr>
<th>Dimension</th>
<th>Setback</th>
<th>FBO-1</th>
<th>FBO-2</th>
<th>FBO-3</th>
<th>FBO-4</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Front Setback Along Front Beach Road, South Thomas Drive or Arnold Road (feet)</td>
<td>Stories 1 – 4</td>
<td>min: the greater of 52 from CL or 10 from PL</td>
<td>Minimum: the greater of 50 from CL or 8 from the PL</td>
<td>Maximum: the greater of 62 from CL or 20 from the PL</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Stories 5 +</td>
<td>max: the greater of 72 from CL or 30 from PL</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>Front Setback Along Other Streets (feet)</td>
<td>Stories 1 – 4</td>
<td>10 minimum</td>
<td>8 minimum</td>
<td>8 minimum</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>30 maximum</td>
<td>20 maximum</td>
<td>20 maximum</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Stories 5 +</td>
<td></td>
<td>20 minimum</td>
<td>20 minimum</td>
</tr>
<tr>
<td>B</td>
<td>Exterior Lot Side Setback (feet)</td>
<td>Stories 1 – 4</td>
<td>5 minimum</td>
<td>5 maximum</td>
<td>5 maximum</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>20 minimum</td>
<td>20 minimum</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Stories 5 +</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Interior Lot Side Setback (feet)</td>
<td>Story 1</td>
<td>0 minimum</td>
<td>0 minimum</td>
<td>0 maximum</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1 Story building south of Front Beach or South Thomas</td>
<td>5 minimum</td>
<td>5 minimum</td>
<td>NA</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Story 2</td>
<td>5 minimum</td>
<td>0 minimum</td>
<td>0 minimum</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2 Story building south of Front Beach or South Thomas</td>
<td>7.5 minimum</td>
<td>7.5 minimum</td>
<td>NA</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Story 3</td>
<td>10 minimum</td>
<td>0 minimum</td>
<td>0 minimum</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3 Story building south of Front Beach or South Thomas</td>
<td>10 minimum</td>
<td>10 minimum</td>
<td>NA</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Story 4</td>
<td>10 minimum</td>
<td>0 minimum</td>
<td>0 minimum</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4 Story building south of Front Beach or South Thomas</td>
<td>15 minimum</td>
<td>15 minimum</td>
<td>NA</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Stories 5+</td>
<td></td>
<td>0 minimum</td>
<td>10 minimum</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Stories 5 + south of Front Beach or South</td>
<td>NA</td>
<td>20 minimum</td>
<td>NA</td>
</tr>
<tr>
<td>D</td>
<td>Rear Setback (feet)</td>
<td>All Stories</td>
<td>5 minimum</td>
<td>FDEP or 25 min. if no FDEP</td>
<td>25 minimum</td>
</tr>
</tbody>
</table>

Notes:
1: At least 80% of the Building Facade shall be located at the front Setback line, except as authorized for a porte cochere (see section 7.02.03L).
2: For Buildings located on Corner Lots, at least the first 30 feet of the Building Facade, as measured from the front Building corner, shall be located at the Setback line.
3: CL = centerline of Front Beach Road; PL = Property line
4: All Setbacks are measured from the Property line (or CL) to the Building Facade.
5: NA = Not Applicable
6: Refer to section 1.02.01G for Front Yard standards for portions of the Building Setback from the property line.
5. 6. Group "C" Building Front Standards.

a. **Building Setbacks** for Building Fronts listed under Group C in Table 7.02.03.B shall comply with the setback requirements established in Table 7.02.03.E.

b. **Setbacks** for stories one through four (1-4) are the minimum or maximum Setbacks in feet for the applicable side of the Building for each of the first four Stories floors. Setbacks for stories five and above (5+) are the minimum Setbacks in feet for Stories floors above the fourth Story floor.

c. On the south side of Front Beach Road and South Thomas Drive, the minimum side Setbacks apply to all portions of the Building for the first four (4) stories and the side Setbacks for the portions of Buildings taller than four (4) stories apply only to the portions of the Buildings that are above the fourth Story.

d. For purposes of the Front Beach Overlay district regulations, the primary Street shall be Front Beach Road, South Thomas Drive or Arnold Road. Where a structure does not abut one of these Streets, the primary Street shall be the Street with the highest order functional classification.

e. Setbacks for underlying zoning districts shall apply to Parcels lying along Panama City Beach Parkway.

(f) Setbacks for yards facing Parcels within an FBO district that abut parcels in an R-1 district that is not within an FBO district shall comply with the Setback requirement for the underlying district unless the FBO district requires a greater Setback.

**Table 7.02.03.E: Group C Setbacks**

![Diagram of Group C Building Fronts]

Notes:
- A – Front Setback
- B – Exterior Lot Side Setback
- C – Interior Lot Side Setback
- D – Exterior Lot Rear Setback
- E – Interior Lot Rear Setback

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AGENDA ITEM #
<table>
<thead>
<tr>
<th>Dimension</th>
<th>Setback</th>
<th>FBO-1</th>
<th>FBO-2</th>
<th>FBO-3</th>
<th>FBO-4</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Front Setback Along Front Beach Road (feet)</td>
<td>Stories 1 - 4, minimum: the greater of 52 from CL or 10 from PL maximum: the greater of 67 from CL or 25 from PL</td>
<td>Stories 5 +, minimum: the greater of 62 from CL or 20 from PL</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>Front Setback Along Other Streets (feet)</td>
<td>Stories 1 - 4, 10 minimum 25 maximum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Exterior Lot Side Setback (feet)</td>
<td>Stories 1 - 4, 5 minimum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Interior Lot Side Setback (feet)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>Rear Setback (feet)</td>
<td>All stories, 5 minimum</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Notes:

1. At least 80% of the Building Facade shall be located at the front Setback line, except as authorized for a porte cochere (see section 7.02.033).
2. At least 50% of the Building Facade shall be located at the front Setback line for the Forecourt, Lawn and Common Lawn.
3. CL = centerline of Front Beach Road; PL = Property line
4. All Setbacks are measured from the Property line (or CL) to the Building Facade.
5. Refer to section 7.02.03G for Front Yard standards for portions of the Building Setback from the property line.
6. NA = not applicable

SECTION 5. From and after the effective date of this ordinance, Section 7.02.03(G) of the Land Development Code of the City of Panama City Beach related to Front Yards
Along Front Beach Road, Arnold Road and South Thomas Drive in the Front Beach Overlay District, is amended to read as follows (new text **bold and underlined**, deleted text struck through):

Chapter 7. Special Overlay Districts
7.02.00 ESTABLISHMENT OF SPECIAL OVERLAY DISTRICTS
7.02.03 Front Beach Road Overlay Districts
G. Front Yards Along Front Beach Road, Arnold Road and South Thomas Drive

G. Front Yards Along Front Beach Road, Arnold Road and South Thomas Drive.

1. Purpose. **Except where a porte cochere type Drop-Off is established pursuant to section 7.02.03.L.** Regardless of the maximum setback requirements, an applicant may establish a **single** Front Yard no wider at any point than twenty percent (20%) of the width of the front of the **Building** that establishes the rear line of the Front Yard, provided that the applicant can demonstrate that such a Front Yard will accomplish each and every of the following things and that all of the requirements of this Section 7.02.03.G will be met, for a portion of any Building front type subject to compliance with the provisions of this section 7.02.03.G. Applicants are encouraged to provide Front Yards that include widened sidewalks, galleries, arcades, courtyards and other places for customers and the public to gather, provided that the Front Yards:

   a. Improve the visual quality and character of the Street;
   
   b. Promote pedestrian traffic and the use of public transit;
   
   c. Are readily accessible and ADA/State of Florida compliant if used for Tourist Accommodations or non-residential purposes;
   
   d. Enhance access between outdoor and indoor spaces; and
   
   e. Enhance public safety and security, while promoting more effective use of the public realm.

2. Types of Front Yard Improvements and Locations.

   a. **Applicants are encouraged to provide Front Yards that include widened sidewalks, galleries, arcades, courtyards and other places for customers and the public to gather.**

   b. Where provided, Front Yards shall include the minimum combination of the items listed in Table 7.02.03.F as set forth in Table 7.02.03.G, provided that the item is specifically allowed in the applicable portion of the Setback area, as indicated by the letter "A" in the exhibit. If not allowed, the item is prohibited. Table 7.02.03.F also establishes the group letter applicable to Front Yard items that corresponds with the group letters in Table 7.02.03.G. Table 7.02.03.G establishes the number and general location of authorized items that must be established within each Front Yard. Front Yards also may be used for Building Access improvements and Driveways in accordance with section 7.02.03.I.L. In addition to the items
listed below, the City may approve the installation of decorative bike racks, planter pots and pedestrian furniture.

**Table 7.02.03.F: Items Authorized in Front Yards**

<table>
<thead>
<tr>
<th>Group #</th>
<th>Front Yard Items</th>
<th>Location</th>
<th>Distance from Back of Sidewalk (in feet)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Patio Paving/Hardscape</td>
<td>Behind the back edge of the sidewalk</td>
<td>A</td>
</tr>
<tr>
<td></td>
<td>Groundcover</td>
<td></td>
<td>A</td>
</tr>
<tr>
<td></td>
<td>Lawn</td>
<td></td>
<td>A</td>
</tr>
<tr>
<td></td>
<td>Hedge</td>
<td>Along Building Facade</td>
<td>A</td>
</tr>
<tr>
<td>2</td>
<td>Clustered Ornamentals: Flowering trees, palms</td>
<td></td>
<td>A</td>
</tr>
<tr>
<td></td>
<td>Planting Beds: Shrub, seasonal plantings</td>
<td></td>
<td>A</td>
</tr>
<tr>
<td></td>
<td>Palms planted on 25 feet centers</td>
<td></td>
<td>A</td>
</tr>
<tr>
<td></td>
<td>Trees planted on 50 feet centers</td>
<td></td>
<td>A</td>
</tr>
<tr>
<td>3</td>
<td>Decorative Fence 42 inch maximum height (see Section 1.02.01G.3.d)</td>
<td></td>
<td>A</td>
</tr>
<tr>
<td></td>
<td>Masonry Wall with Hedge</td>
<td></td>
<td>A</td>
</tr>
<tr>
<td></td>
<td>Masonry Wall with clustered ornamentals or groundcover</td>
<td></td>
<td>A</td>
</tr>
</tbody>
</table>

**Notes:**
1: $d =$ distance measured in feet  
2: A = allowed item  
3: $<$ = is less than  
4: $\leq$ = is less than or equal to  
5: $\geq$ = is greater than or equal to

**Table 7.02.03.G: Minimum Number of Items Required in Front Yards**

<table>
<thead>
<tr>
<th>Distance from Back of Sidewalk (feet)</th>
<th>Group 1</th>
<th>Group 2</th>
<th>Group 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>$d \leq 5$</td>
<td>1</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>$5 \leq d &lt; 15$</td>
<td>0</td>
<td>2</td>
<td>0</td>
</tr>
<tr>
<td>$15 \leq d &lt; 25$</td>
<td>0</td>
<td>3</td>
<td>0</td>
</tr>
<tr>
<td>$d \geq 25$</td>
<td>0</td>
<td>3</td>
<td>1</td>
</tr>
</tbody>
</table>

**Notes:**
1: $d =$ distance measured in feet  
2: $<$ = is less than  
3: $\leq$ = is less than or equal to  
4: $\geq$ = is greater than or equal to

3. **Design Standards.** To achieve the purposes of this section, **Front Yards** shall be designed so that they are visible, avoid clutter, incorporate high quality, durable materials that are comparable in quality and complementary in design to public improvements provided or planned for the Front
Beach Road corridor. In addition to complying with other district requirements, *Front Yards* and *Facades* shall meet the following design standards:

a. Flooring and surfaces shall be constructed of durable, non-slip materials that complement sidewalk paving. Changes in colors shall be used to highlight steps.

b. The shape and design (including landscaping) of the space shall provide visibility of the entire space from the sidewalk.

c. Lighting shall be adequate to illuminate the entire space, but lighting sources shall be hooded or directed so that they are not visible to pedestrians on the sidewalk.

d. Except as provided in this paragraph, fencing is prohibited. *Front Yards* may be enclosed by decorative walls, posts with decorative ropes or chains or other decorative enclosures approved by the City Manager, provided that the enclosure is not taller than thirty (30) inches. *Decorative Fencing* that is not higher than forty-two (42) inches may be authorized pursuant to a conditional Use permit to enclose commercial Use of *Front Yards*.

e. At least fifty (50) percent of the wall surface between two (2) and seven (7) feet above the Average Grade of the Front Yard shall be glazed and shall have a minimum transparency of seventy (70) percent.

f. Other than furniture for dining areas and outdoor displays subject to conditional Use approval, *Front Yard* improvements shall be limited to seating, decorative waste receptacles, fountains, water features and landscaping.

4. **Maintenance.** The ultimate owner of the *Front Yard* shall be responsible for raising all monies required for operations, maintenance or physical improvements in the *Front Yard* through annual dues, special assessments or other arrangements approved by the City. A copy of binding covenants or other arrangement providing for ongoing maintenance shall be recorded and a copy shall be provided to the City. In the event that the association or any successor organization shall fail to maintain the *Front Yard* in reasonable order and condition in accordance with the Development plan, the City may serve written notice upon the owner of record, setting forth the manner in which the owner of record has failed to maintain the *Front Yard* in reasonable condition. Failure to adequately maintain *Front Yards* in reasonable order and condition constitutes a violation of this section. The City is hereby authorized to give notice to the owner or occupant, as the case may be, of any violation, directing the owner to remedy the same within twenty (20) days. If a homeowner's association assumes ownership, its by-laws shall provide as follows:

a. The homeowners' association shall be authorized under its bylaws to place liens on the property of residents who fall delinquent in payment of such dues or assessments.

b. Should any bill or bills for maintenance of *Front Yards* by the City be unpaid by November 1 of each year, a late fee of fifteen percent (15%) shall be added to such bills and a lien shall be filed against the Premises in the same manner as other municipal claims.

c. **Commercial Use of Front Yards.** All or a portion of privately owned *Front Yards* may be used for dining areas or other commercial activities, subject to approval of a Conditional Use as provided in section 5.06.07.

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AGENDA ITEM # 10
For Reference purposes only:

Section. 7.02.03.L Drop-Offs.

*Driveways* and *Drop-offs* not associated with a long-term parking area shall comply with the following standards and may use any of the applicable designs shown in Figure 7.02.03.P:

5. All *Drop-offs* shall be limited to one-way traffic.

6. While *Drop-offs* may be separated by a distance of twenty (20) feet or more, the combined width of internal drop internal *Drop-Off* openings may not exceed twenty (20) percent of *Building* width. Internal *Drop-Off* areas are defined as being covered by additional *Story(s)* of the *Building*.

7. Service bays are not allowed on the front of *Buildings* facing Front Beach Road, South Thomas Drive or Arnold Road. They may be internal to the *Building*.

Figure 7.02.03.P: Drives and Drop-Off Design Alternatives

8. Covered *Drop-Off* areas or portes cochere may be established in the FBO-4 district in accordance with this paragraph and Figure 7.02.03.Q:
   a. The minimum parcel width shall be one hundred fifty (150) feet;
   b. The maximum distance between the centerlines of *Driveways* providing access to and from the porte cochere shall not exceed eighty (80) feet measured at the curb;
c. The covered Drop-Off areas shall not exceed twenty-five (25) percent the total width of the Building they front. Covered Drop-Off areas are defined as being covered by a Roof or balcony and not having any additional stories above their footprint.

**Figure 7.02.03.Q: Porte Cochere Design**

SECTION 6. From and after the effective date of this ordinance, Section 7.02.03(H) of the Land Development Code of the City of Panama City Beach related to Building Height and Podium Standards in the Front Beach Overlay District, is amended to read as follows (new text **bold and underlined**, deleted text **struck through**):

**Chapter 7. Special Overlay Districts**

**7.02.00**  ESTABLISHMENT OF SPECIAL OVERLAY DISTRICTS

**7.02.03**  Front Beach Road Overlay Districts

**H. Building Height and Podium Standards**

1. Table 7.02.03.H establishes the minimum and maximum **Heights** for **Buildings** in each of the FBO districts in terms of feet.

2. In each of the districts, additional height may be achieved through incentives established in Section 4.02.03E.
3. Table 7.02.03.1 establishes standards for upper Stories floors that are built on top of the Building podium or base Stories floors, which are defined in terms of maximum feet (stories). Illustrations following the exhibit are conceptual only and are not intended to mandate the position of upper Stories floors on the podium, provided, however, that in the FBO-3 and FBO-4 districts, the side setbacks shall be increased by at least fifteen (15) feet above the lesser height of one hundred twenty (120) feet or ten (10) Stories. The City Manager is authorized to modify the setback and podium standards for buildings receiving height incentives to provide architectural flexibility while achieving the purposes of the FBO-3 and FBO-4 districts and retaining the net impact of reducing the average floor area of all Stories above the required podium by twenty-five (25) percent of the ground floor area.

4. In a FBO-2 or FBO-3 district, Buildings thirty-five (35) feet tall or taller shall be set back from an FBO-1 or Low Density Residential district at least one hundred (100) feet. Starting at a distance of one hundred (100) feet from the applicable district boundary, Building Height may be increased to forty-five (45) feet. Beyond two hundred (200) feet, Building Height may be increased from forty-five (45) feet by one (1) foot for every one (1) foot increase in Setback. See Figure 7.02.03.A.

5. In the FBO-1 district, Buildings may extend an additional ten (10) feet beyond the total height allowed in this section provided that the portion of the Building exceeding the total height includes a tower room only. Tower rooms are restricted to a maximum of one hundred (100) square feet in area, excluding stairwells.

6. In the FBO-1 district, the width of the third Story floor shall be not be greater than seventy-five (75) percent of the width of the Ground Story first floor. Width of each Story shall be measured at the widest part of the applicable Story parallel to the shoreline of the Gulf of Mexico.

### Table 7.02.03.H: Minimum and Maximum Building Heights (in feet)

<table>
<thead>
<tr>
<th></th>
<th>FBO-1</th>
<th>FBO-2</th>
<th>FBO-3</th>
<th>FBO-4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum</td>
<td>12</td>
<td>14</td>
<td>14</td>
<td>14</td>
</tr>
<tr>
<td>Maximum without Incentives</td>
<td>35</td>
<td>45</td>
<td>75</td>
<td>150</td>
</tr>
<tr>
<td>Maximum with Incentives</td>
<td>45</td>
<td>65</td>
<td>110</td>
<td>220</td>
</tr>
</tbody>
</table>

Notes:
1. Height shall be measured in accordance with section 4.02.02.
2. The maximum height may be limited in the FBO-2 or FBO-3 district by the provisions of section 7.02.03.H.4.

### Table 7.02.03.J: Podium Standards

<table>
<thead>
<tr>
<th>Zone</th>
<th>Building Can Occupy No More Than 75% of the Ground Floor Building Footprint Above the Lesser of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>FBO-1</td>
<td>25 feet or 2 stories</td>
</tr>
<tr>
<td>FBO-2</td>
<td>45 feet or four stories</td>
</tr>
<tr>
<td>FBO-3</td>
<td>120 feet or 10 stories</td>
</tr>
<tr>
<td>FBO-4</td>
<td>120 feet or 10 stories</td>
</tr>
</tbody>
</table>
Figure 7.02.03.A: Setbacks for Buildings Taller Than 35 Feet

- FBO-1
- FBO-2
- FBO-3

Podium and Upper Story Floor Illustrations

Legend:
- Buildings taller than 45' shall be setback at least one (1) foot for each additional 10 feet in height.
- Buildings up to 45' shall be setback a minimum of one hundred (100) feet.
- Buildings up to 100' shall be setback a minimum of two hundred (200) feet.

LOW DENSITY RESIDENTIAL DISTRICT

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SECTION 7. From and after the effective date of this ordinance, Section 7.02.03(K) of the Land Development Code of the City of Panama City Beach related to Parking Structures in the Front Beach Overlay District, is amended to read as follows (new text bold and underlined, deleted text struckthrough):

Chapter 7. Special Overlay Districts
7.02.00 ESTABLISHMENT OF SPECIAL OVERLAY DISTRICTS
7.02.03 Front Beach Road Overlay Districts
K. Parking Structures

K. Parking Structures
Except as provided in this subsection, all Parking Structures shall meet the requirements of section 4.05.00.

1. Location. Parking Structures shall be located behind Buildings in the interior of blocks. Parking Structures that abut Front Beach Road, South Thomas Road or Arnold Streets shall provide a lining of retail, office or Residential Uses, or window displays at the Street level along the entire Street Frontage. These Uses shall include permitted Frontages as required by the applicable FBO district. Parking Structures are not allowed in the FBO-1 overlay district.

2. Ground Floor Building Design. Parking Structures shall have commercial Uses or window displays along the ground floor. However, one (1) ADA/State of Florida compliant pedestrian entrance to the Parking Structure may be located along each block. For purposes of the illustrations in this section, the primary Street shall be Front Beach Road, South Thomas Drive or Arnold Road.

a. When the Parking Structure includes a commercial Use lining the Building on the Street level, the retail or commercial liner shall provide a usable depth of no less than 10 feet. At least seventy-five (75) percent of the ground floor wall area between two (2) Feet and seven (7) feet shall be Glazed and shall have a minimum transparency of seventy (70) percent. Figure 7.02.03.F through J illustrate these conditions.
Figure 7.02.03.F: Parking Garage Design with Building in Front

Vehicle Entries are allowed on sides not facing the primary street.

If garage is detached, maintain a minimum 20' separation from building.

Figure 7.02.03.G: Building Design, Building in Front of Parking Garage

Building in front of garage has a minimum of 2-stories.

Pedestrian access to parking garage should be located along the primary and secondary streets and marked with appropriate signage.
Figure 7.02.03.H: Parking Garage Design with Liner Building

Parking Structure Entries are allowed on sides not facing the primary street.

Liner must have a usable depth of at least 10'.

Liner building surrounds garage on street frontages.

Primary Street

Figure 7.02.03.I: Building Design, Liner Building

Second floor has windowed treatment of parking openings. (See Upper Floor Design)

First floor has retail liner with a usable depth of at least 10'.

Pedestrian access to parking garage should be located along the primary and secondary streets and marked with appropriate signage.
b. When the Parking Structure includes window displays lining the Building on the Street level, window displays shall provide a usable depth of no less than three feet. Blinds, curtains or glass with greater opacity may be used in display windows without active displays. At least fifty (50) percent of the ground floor wall area between two (2) feet and seven (7) feet shall be Glazed and shall have a minimum transparency of seventy (70) percent. Figure 7.02.03.K and L illustrate these conditions.
3. **Upper Story Floor Design.** No less than sixty (60) percent of the upper Stories floors of any Parking Garage wall facing a public right-of-way shall consist of exposed openings. The opening shall be designed with one or more of the following treatments, shown below:

   a. **Landscaped opening.** Planter boxes shall be installed within or in front of the openings. Planter boxes shall be maintained with live plants. A lattice with a maximum of fifty (50) percent opacity may be installed to cover the opening. Figure 7.02.03.M illustrates this treatment.

   

     ![Figure 7.02.03.M: Landscaped Opening](image)

     Landscaped Opening

   b. **Fenced opening.** A rail shall be installed across the opening to give the appearance of a balcony. Figure 7.02.03.N illustrates this treatment.

     ![Figure 7.02.03.N: Fenced Opening](image)

     Fenced Opening

   c. **Windowed opening.** The openings shall be framed and mullions added to give the appearance of large windows. Figure 7.02.03.O illustrates this treatment.
4. **Building design and materials.** *Parking Structures* shall comply with the *Building* design and *Building* material requirements of the applicable overlay district.

SECTION 8. From and after the effective date of this ordinance, Section 7.02.03(N) of the Land Development Code of the City of Panama City Beach related to Building Design Standards in the Front Beach Overlay District, is amended to read as follows (new text **bold and underlined**, deleted text **struck through**):

Chapter 7. Special Overlay Districts
7.02.00 ESTABLISHMENT OF SPECIAL OVERLAY DISTRICTS
7.02.03 Front Beach Road Overlay Districts
N. **Building Design Standards**

N. **Building Design Standards**

1. **Building Materials.**

   a. In the FBO-1 and FBO-2 districts, no more than two (2) materials shall be visible on any exterior façade, not including windows, doors, foundation walls, columns, chimneys, soffits and trim. If two wall materials are used, heavier-weighted materials shall be located below lighter-weighted materials, as defined in Table 7.02.03.L and separated by a horizontal joint. Vertical changes in material shall not occur within two (2) feet of an exterior corner. When possible, vertical changes in materials shall occur at interior corners (see Figure 7.02.03.R). Allowed materials include wood, stone, brick, stucco, architectural block (split faced), and cementitious materials.

   **Table 7.02.03.L: Exterior Materials by Weight**

<table>
<thead>
<tr>
<th>Heavy weight materials</th>
<th>Medium weight materials</th>
<th>Light weight materials</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brick</td>
<td>Stucco</td>
<td>Horizontal siding</td>
</tr>
<tr>
<td>Stone</td>
<td></td>
<td>Vertical siding</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Shingle siding</td>
</tr>
</tbody>
</table>

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b. **Building** exteriors in the FBO-3 and FBO-4 districts shall be clad in masonry materials only. Masonry materials include stone, brick or stucco. Cementitious materials that mimic wood lap siding are not an approved masonry material for any building that is more than three (3) stories in **Height**. No more than two materials shall be visible on any exterior façade, not including windows, doors, foundation walls, soffit, columns and trim. If two wall materials are used, heavier-weighted materials shall be located below lighter-weighted materials, as defined in Table 7.02.03.L and separated by a horizontal joint. Changes in material along a horizontal plane shall not occur within two (2) feet of an exterior corner. When possible, these horizontal changes in materials shall occur at interior corners. (see Figure 7.02.03.R)

**Figure 7.02.03.R: Interior and Exterior Corners**

![Diagram showing interior and exterior corners]

2. **Front Porches and Stoops.** (See Figure 7.02.03.S and Figure 7.02.03.T)
   
a. Porches and stoops shall be raised a minimum of thirty (30) inches above the grade of the sidewalk.

b. Front porches shall be a minimum of eight (8) feet deep. Porch beams shall be visible. Porch column width shall match the width of the porch beams. To the greatest practical extent, columns and piers should be evenly spaced.

c. Handicapped ramps used in conjunction with a front porch or stoop shall be constructed of masonry, concrete, pressure treated lumber or composite lumber, and shall not be located on a **Street**-facing side of the porch.

**Figure 7.02.03.S: Porches**
3. Stoops and covered stoops shall be constructed of stone, brick, concrete, pressure treated materials and composite materials, and shall be a minimum of three (3) feet deep and a minimum of five (5) feet wide. A covered stoop greater than eight (8) feet wide shall be considered a porch.

4. Covered stoops shall have a visible means of support for the Roof consisting of beams and columns, piers or brackets. Columns and piers shall have the same width and spacing requirements as columns and piers for porches. Stoops and covered stoops shall be accessed by stairs.

5. Balconies. Balconies facing adjacent to and facing the sandy shore of the beach shall extend no further than three (3) feet beyond the Building wall without the use of brackets, hangers, piers or columns. Balconies extending from three (3) to five (5) feet from the Building wall shall incorporate the use of brackets, hangers, columns or piers as a visible means of support. A balcony extending beyond five (5) feet from the Building wall shall use walls, columns or piers as a visible means of support. (see Figure 7.02.03.U)
Figure 7.02.03.U: Balconies

6. **Mechanical Unit Location.** Mechanical equipment shall not be located at the front of a Building. Mechanical equipment shall be located in areas that are screened from the public streetscape or public Access ways by the sides and rears of Buildings or within mechanical areas inside the Buildings. Roof-top mechanical equipment shall be screened by a wall that is equal to the height of the equipment being screened.

7. **Utilities.** On-site utilities shall be screened or incorporated into building insets to the greatest practical extent.

8. **Modulation.** In the FBO-3 and FBO-4 districts, recesses and projections shall be used to create shadow lines to break up the massing of all Buildings taller than four (4) stories that have more than seventy-five (75) feet of Frontage along Front Beach Road and South Thomas Drive for all Stories floors above the fourth Story. The minimum depth of modulation shall be two (2) feet. The minimum horizontal width shall be five (5) feet and the maximum horizontal width per module shall be fifty (50) feet. (see Figure 7.02.03.V)

Figure 7.02.03.V: Modulation

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AGENDA ITEM #
SECTION 9. From and after the effective date of this ordinance, Table 7.02.03N of the Land Development Code of the City of Panama City Beach related to the modification of FBO Standards in the Front Beach Overlay District, is amended to read as follows (new text **bold and underlined**, deleted text **struck through**):

Chapter 7. Special Overlay Districts

7.02.00 ESTABLISHMENT OF SPECIAL OVERLAY DISTRICTS
7.02.03 Front Beach Road Overlay Districts
Q. FBO District Development Procedures

Q. FBO District Development Procedures

<table>
<thead>
<tr>
<th>Standard</th>
<th>Reference (subsection of 7.02.03)</th>
<th>Not Modifiable</th>
<th>Ministerial Modification</th>
<th>Variance</th>
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<td>Front Yards</td>
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<td>Minimum Parking Requirements.</td>
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<td>Shared Parking.</td>
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</tr>
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<td>Parking Location</td>
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<td>Location of Frontage Types</td>
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<tr>
<td>Rear Setbacks (maximum)</td>
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<td></td>
<td></td>
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<td>Gallery Setback (maximum)</td>
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</tr>
<tr>
<td>Build-to ratio (80% Building Facade shall be located at the front setback line for first 4 Stories floors)</td>
<td>F</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tower Rooms</td>
<td>F</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Ord. 1340
Page 32 of 35
SECTION 10. From and after the effective date of this ordinance, Section 7.02.07 of the Land Development Code of the City of Panama City Beach related to the Breakfast Point Overlay District is amended to read as follows (new text **bold and underlined**, deleted text struck through):

**Chapter 7. Special Overlay Districts**

**7.02.00** ESTABLISHMENT OF SPECIAL OVERLAY DISTRICTS

**7.02.07** Breakfast Point Overlay District

**7.02.07 Breakfast Point Overlay District**

A. Applicability. The provisions of this section shall apply to all property described upon attached Exhibit A.

B. Site Design Requirements. In addition to all other requirements of the Land Development Code, new development in the Breakfast Point Overlay District must meet the following lot and building requirements. In the event of an inconsistency between the provisions of this Section **7.02.07 7.02.06** and the other requirements of the LDC or the City of Panama City Beach Code of Ordinances, the provisions of this Section **7.02.07 7.02.06** shall control.

1. Notwithstanding the provisions of the zoning district, Land Uses within the Breakfast Point Overlay District shall be limited to Single Family Dwellings and Residential Community Accessory Uses.

2. Setbacks:
   a. Minimum Front Yard: ten (10) feet
   b. Minimum Rear Yard: ten (10) feet
   c. Minimum Side Yard for one-story structure: five (5) feet
   d. Minimum Side Yard for two-story structure: seven and a half (7.5) feet
e. Minimum Side Yard Street: ten (10) feet

3. Definition of One-Story Structure. For purposes of this Section 0 only, a one-story Structure may include an accessory living space located within the Structure's attic, between the ceiling of the Structure's **Ground Floor** and its roof and between its rafters or trusses supporting its roof, provided, however,

a. with regard to the Structure, (1) there is no vertical displacement of any exterior perimeter wall of the accessory living space; (2) there are no windows in the accessory living space overlooking an adjacent, residential lot (typically no side windows); (3) the roof pitch does not exceed a ratio of 12:12; and (4) no decking or other projection extends from any exterior wall of the accessory living space.

b. with regard to the accessory living space, (1) it is a finished, air conditioned space; (2) it is accessible only by stairs on the Structure's interior; (3) it is not used for home occupations; and (4) it does not exceed 850 square feet.

SECTION 11. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

SECTION 12. 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 13. This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ___ day of __________, 2015.

__________________________________________
MAYOR

ATTEST:

__________________________________________
CITY CLERK
EXAMINED AND APPROVED by me this ___ day of _____________, 2015.

__________________________
MAYOR

Published in the ______________________ on the ___ day of ______, 2015.

Posted on pcbgov.com on the ___ day of __________________, 2015.
REGULAR AGENDA
ITEM #11,

ORDINANCE 1342
ORDINANCE NO. 1342

AN ORDINANCE REZONING FROM FRONT BEACH OVERLAY 2 (FBO-2) TO FRONT BEACH OVERLAY 4 (FBO-4) THAT CERTAIN PARCEL OF LAND LYING WITHIN THE CITY OF PANAMA CITY BEACH, FLORIDA, CONTAINING APPROXIMATELY 0.69 ACRES; LOCATED AT 17561 FRONT BEACH ROAD; ALL AS MORE PARTICULARLY DESCRIBED IN THE BODY OF THE ORDINANCE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY UPON ITS PASSAGE.

WHEREAS, Dellwood Properties, Inc., the owner of the real property designated herein, has initiated this ordinance by filing a petition with the City praying that said real property, being more particularly described below be rezoned from Front Beach Overlay 2 (FBO-2) to Front Beach Overlay 4 (FBO-4) as shown below; and

WHEREAS, this ordinance changes only the Front Beach Overlay zoning map designations of the real property described herein; and

WHEREAS, the City of Panama City Beach Planning Board reviewed the proposed zoning change, conducted a public hearing on February 9, 2015, and recommended approval (4-2); and

WHEREAS, based upon competent substantial evidence adduced in a properly advertised public hearing conducted on ___________________, the City found the requested change to be consistent with the currently applicable Comprehensive Growth Development Plan and to reasonably accomplish a legitimate public purpose.
NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF

PANAMA CITY BEACH, FLORIDA:

SECTION 1. The following described parcel of real property situate within the municipal
limits of the City of Panama City Beach, Florida, is rezoned from FBO-2 to FBO-4, to wit,

COMMENCING AT THE SOUTHEAST CORNER OF LOT 14, BLOCK
9, ACCORDING TO AND AS SHOWN UPON THE CERTAIN MAP OR
PLAT OF L. M. WELLS GULF BEACH ESTATES IN SECTION 13,
TOWNSHIP 3 SOUTH, RANGE 17 WEST, BAY COUNTY, FLORIDA;
THENCE DUE SOUTH TO A POINT ON THE SOUTHERLY
BOUNDARY LINE OF U.S. HIGHWAY 98; THENCE
NORTHWESTERLY ALONG SAID BOUNDARY OR RIGHT-OF-WAY
LINE, A DISTANCE OF 235.7 FEET FOR THE POINT OF BEGINNING;
THENCE SOUTH TO THE SHORELINE OF THE GULF OF MEXICO;
THENCE NORTHWESTERLY ALONG THE SHORELINE OF SAID
GULF OF MEXICO TO A POINT DUE SOUTH OF THE SOUTHWEST
CORNER OF LOT 1, BLOCK 9, OF SAID L.M. WELLS GULF BEACH
ESTATES; THENCE NORTH ALONG THE EXTENSION OF THE
WEST LINE OF LOT 1 IN SAID BLOCK 9, TO THE SOUTHERN
BOUNDARY OF SAID RIGHT-OF-WAY OF U.S. HIGHWAY 98;
THENCE SOUTHEASTERLY ALONG THE SOUTH BOUNDARY LINE
OF U.S. HIGHWAY 98 A DISTANCE OF 232.1 FEET, MORE OR LESS,
TO POINT OF BEGINNING.

And the City’s Front Beach Overlay zoning map (known as “The Official Front Beach Road
Overlay Districts Map of the City of Panama City Beach”) is amended accordingly. This
ordinance will not change the underlying Commercial High Density (“CH”) zoning designation
for the property.

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

SECTION 3. This ordinance shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of
the City of Panama City Beach, Florida, this ___ day of __________, 2015.

________________________
GAYLE F. OBERST, MAYOR

ATTEST:

________________________
HOLLY J. WHITE, CITY CLERK

EXAMINED AND APPROVED by me this ____ day of ________________, 2015.

________________________
GAYLE F. OBERST, MAYOR

PUBLISHED in the Panama City News-Herald on the ____ day of ____________, 2015.

POSTED on pcbgov.com on the ____ day of ____________, 2015.

________________________
HOLLY J. WHITE, CITY CLERK
REGULAR AGENDA
ITEM #12,
ORDINANCE 1346
Mario,

Please find attached an ordinance to make permanent the City's intentions concerning the hours of sale for alcohol. As I mentioned to you at and after the City's emergency meeting on Tuesday, the Council's decision to extend the application of the 2am cessation of alcohol sales indefinitely beyond a period of Spring Break needs to be ratified in an ordinance routinely adopted. Given the Council’s indication at the joint meeting yesterday to sunset the extension on April 18, I have prepared an ordinance that makes formal that intention to sunset, and also re-establishes the 4am sale cutoff as currently codified. This is consistent with the language of the emergency ordinance, which only gave an April 1, 2015 effective date for the extension. However, because this ordinance will not be presented for second reading and adoption until April 23, and therefore will not be effective until that time, the Council will also need to make a motion to direct the Chief not to enforce Section 2 of Ordinance 1345-E after April 19, 2015, if they do approve the first reading of the this ordinance. That should give some comfort to the affected establishments that the City does intend to act in a manner that is consistent with the County and will not penalize them during that April 18-23 gap period.

Please do not hesitate to contact me if you have any questions.

~amy

Thanks.

Amy E. Myers, Esq.

HARRISON SALE
McCLOY
Attorneys At Law

P.O. Drawer 1579
Panama City, FL 32402
Phone: (850) 769-3434
Fax: (850) 769-6121
Cell: (850) 819-2450

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ORDINANCE NO. 1346

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE HOURS OF SALE OF ALCOHOL IN THE CITY; PROVIDING THAT THE 2AM CLOSING OF THE SALE OF ALCOHOLIC BEVERAGES ESTABLISHED IN ORDINANCE 1345-E SHALL SUNSET AND BE OF NO FURTHER EFFECT AFTER APRIL 18, 2015; CONFIRMING THAT THE HOURS OF SALE FOR ALCOHOLIC BEVERAGES SHALL ON APRIL 19, 2015, RETURN TO THOSE PREVIOUSLY ESTABLISHED AND CODIFIED IN SECTION 3-4 OF THE CITY'S CODE OF ORDINANCES; REPEALING ALL ORDINANCES IN CONFLICT TO THE EXTENT OF SUCH CONFLICT; PROVIDING THAT THIS ORDINANCE SHALL NOT BE CODIFIED; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, on October 23, 2014, the City Council adopted Ordinance 1320, which provided for the cessation of alcohol sales at 2 AM during the month of March, and re-established the final hour of sale to be 4 AM effective April 1, 2015; and

WHEREAS, the City finds that the rule of Ordinance 1320 has been an effective tool during College Spring Break for law enforcement to address those persons congregating within the City who are intoxicated, are frequently without accommodations and who congregate in the streets and parking lots in an impaired condition or who are there to sell illegal drugs or engage in other illicit activity; and

WHEREAS, on March 31, 2015, the City Council passed Ordinance 1345-E, which provided in part that the hours of sale of alcoholic beverages in the City shall cease at 2AM for an indefinite period beginning April 1, 2015; and

WHEREAS, on April 2, 2015, at a joint workshop with the Bay County Board of Commissioners, the City Council indicated its desire to sunset the 2am closing on April 18, 2015, and to re-establish on April 19, 2015, the hour at which alcoholic beverages shall cease as 4 a.m.

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

SECTION 1. Section 2 of Ordinance 1345-E, related to the extension of a 2AM closing of the sale of alcoholic beverages established in Ordinance 1320, shall sunset

Ordinance 1346

AGENDA ITEM #
and be of no further effect after April 18, 2015.

SECTION 2. On and after April 19, 2015, the hours during which alcoholic or intoxicating beverages may be sold shall be returned to those previously established and codified in the Section 3-4 of the City's Code of Ordinances prior to the adoption of Ordinances 1320 and 1345-E, as follows:

Sec. 3-4. Hours of sale.
No alcoholic or intoxicating beverages may be sold, consumed or served, or permitted to be served or consumed in any place holding a license under the State Beverage Department of Florida, between the hours of 4:00 a.m. and 7:00 a.m. on the same day, except that beer and wine as defined and regulated by Florida Statutes, Chapter 563 and 564, respectively, may be sold between 4:00 a.m. and 7:00 a.m. on the same day provided such sale is for off-premises consumption only.

SECTION 3. This ordinance is of limited duration and therefore shall not be codified.

SECTION 4. All ordinances in conflict with this ordinance are repealed to the extent of such conflict.

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 ___________________ 2015.

____________________________
MAYOR

____________________________
ATTEST

____________________________
CITY CLERK

PUBLISHED IN ___________________ ON THE ___ DAY OF ______., 2015.

POSTED ON pcbgov.com ON THE ___ DAY OF ______., 2015.

____________________________
CITY CLERK

Ordinance 1346

AGENDA ITEM # 12