City of Panama City

AGENDA
CITY COMMISSION MEETING
840 WEST 11TH STREET
JANUARY 13, 2026, 8:00 a.m.

1. Opening Prayer with Rev. Braden Friday, Pastor, Living Water Ministries.
2. Pledge of Allegiance to the Flag.
3. Roll Call and approval of Minutes for the December 16, 2025, Commission Meeting.

   Documents:

   12.16.2025 MINUTES COMMISSION MEETING.PDF

4. Additions, Deletions and Modifications.
5. Community Announcements.

5.a. Junior Leadership Bay Recognition.

   Documents:

   JUNIOR LEADERSHIP BAY.PDF

6. Public Hearings.

6.a. Second and final of two public hearings on Ordinance 3294, an ordinance amending Sec. 102-40, Conditional Use Permits, and Sec. 104-66, Gateway Overlay of the Unified Land Development Code (ULDC).

   Documents:

   AGENDA REQUEST 3294_GATEWAY OVERLAY_CUP 01052026.PDF

6.b. Consideration to conduct second and final reading to adopt Ordinance No. 3296 amending Chapter 17 of Municipal Code – Protection of Public and Private Rights.

   Documents:

   AGENDA ITEM REQUEST FOR SECOND HEARING OF ORDINANCE 3296 SPECIAL EVENTS UPDATE - 01-05-26.PDF
   ORDINANCE 3296 SPECIAL EVENTS UPDATE - 12-4-25.PDF

7. Audience Participation (Each speaker is limited to three (3) minutes).
8. Consent Agenda

8.a. Monthly Financial Statement and General Fund Balance Report - December 2025

Documents:

DECEMBER 2025 MEMO MONTHLY FINANCIAL STATEMENT.PDF
DECEMBER 2025 BUDGET PERFORMANCE REPORT.PDF
DECEMBER 2025 MEMO GENERAL FUND BALANCE ANALYSIS.PDF
DECEMBER 2025 FUND BALANCE ANALYSIS - GENERAL FUND.PDF

8.b. Consideration of acceptance of a Memorandum of Understanding between the City of Panama City and Tyndall Air Force Base to provide fire protection services under a Mutual Aid Agreement between both agencies.

Documents:

20260113 - AGENDA ITEM REQUEST - MOU - TYNDALL AFB.PDF
MAA THE PANAMA CITY FIRE DEPARTMENT.PDF

8.c. Consideration of approval for award of Bid PC26-012 and the contract for SRF Area H Improvements to Mainline Construction, LLC in the amount of $940,240.33 approving up to $987,252.35 to include 5% contingency.

Documents:

AGENDA ITEM REQUEST AREA H - MAINLINE.PDF
BACKUP - RECOMMENDATION FOR AWARD MAINLINE CONSTRUCTION AREA H.PDF

8.d. Consideration of purchasing two new 2026 Compressed Natural Gas (CNG) Garbage trucks for the Environmental Services Division from Action Truck Center through Sourcewell Contract No. 030824 in the amount of $962,418.00.

Documents:

AGENDA ITEM REQUEST TWO CNG FRONT LOADERS AND SIDE LOADER TRASH TRUCK.PDF
BACKUP - PANAMA CITY REVISED PROPOSAL OCT 2025 (2).PDF
BACKUP - SECQ9246 FRONTLOADER W ADAM SYSTEM INTERGRATION26.PDF
BACKUP - SECQ8370 SIDELOADER W ADAM SYSTEM INTEGRATION (1) 2026.PDF

8.e. Consideration of purchasing two new 2026 Compressed Natural Gas (CNG) Trash trucks for the Environmental Services Division from Houston Freightliner through Sourcewell Contract No. 2377 for a total of $564,341.00.

Documents:

AGENDA ITEM - TWO COMPRESSED NATURAL GAS TRASH TRUCKS 011326.PDF
BACKUP - 2027 PANAMA CITY SHUTTLE LOADER (RAMER) QUOTE.PDF
BACKUP - 2027 PANAMA CITY SHUTTLE TRUCK QUOTE (1).PDF

9. City Attorney

9.a. Consideration of approval of Quit Claim Deed from City of Panama City to FDOT: Life

Management Center of Northwest Florida.

Documents:

LETTER RE QUIT CLAIM DEED FDOT LIFE MANAGEMENT 1.6.26.PDF

10. City Clerk

10.a. Notice of Term Expirations on the Infrastructure Surtax Citizens' Committee.

Documents:

NOTICE OF TERM EXPIRATIONS ON THE INFRASTRUCTURE SURTAX CITIZENS COMMITTEE .1.13.2026.PDF

11. City Manager

11.a. Consideration, approval and authorization for the Mayor to sign Resolution 20260113.1 authorizing the grant application by the City of Panama City under the FY2026 Florida's Safe Routes to Schools Infrastructure Program Grant from the State of Florida through the Department of Transportation for the City to install sidewalks along Beck Avenue around Lucille Moore Elementary School.

Documents:

AGENDA ITEM - SAFE ROUTES TO SCHOOLS GRANT 011326.PDF
BACKUP - 13141 PC SAFE ROUTES TO SCHOOLS_BECK AVE CSP_COST ESTIMATE_12-4-2025.PDF
BACKUP - RESOLUTION 2026 DRAFT SAFE ROUTES TO SCHOOLS 011326.PDF

11.b. Consideration to approve Budget Amendment Resolution 20260113.2 and approve the Interlocal Agreement for staffing and the purchase of equipment to establish an internal City paving team.

Documents:

AGENDA ITEM REQUEST FOR INTERNAL RESIDENTIAL PAVING CREW.PDF
MESSAGE_ RE_ LEASE PURCHASE AGREEMENT FOR PAVING EQUIPMENT.PDF
RESOLUTION 20260113.2.PDF
FIVE YEAR HIGH LEVEL PAVING PLAN.PDF
STOLTZ SITE SPREADER SOLE SOURCE DOCUMENT.PDF
CRA INTERLOCAL AGREEMENT - PW ROAD PAVING.PDF

11.c. Consideration of unsolicited offers for City properties received by staff through January 5, 2026.

Documents:

AGENDA REQUEST UNSOLICITED OFFERS JAN. 2026.PDF
UNSOLICITED OFFERS AND OTHER TRACKING.PDF

11.d. Report on water meter Status

Documents:

MEMO ON METER STATUS FINAL 3 1-5-26_FINAL_1.0.PDF

11.e. Report and discussion on the cost to settle expenses to City Marina Partners that were incurred on the Interim Agreement.

11.f. Projects and efforts update.

12. Motion to Adjourn.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this proceeding should contact the City's Human Resources Department by 5 pm on the Friday prior to the proceeding at telephone (850) 872-3009 for assistance. If a person decides to appeal any decision by the City Commission with respect to any matter considered at this meeting, he or she will need a record of the proceeding and for such purpose, he or she may need to ensure that a verbatim record of the proceeding is made, which record needs to include the testimony and evidence upon which the appeal is to be based. (286.0105) The Agenda and supporting documentation is available on the City's website on Wednesday afternoon preceding the regularly scheduled Tuesday City Commission meeting.

City of Panama
City, Florida 501 Harrison Avenue,
Panama City, FL 32401 (850) 872-
3000 | panamacity.gov

MINUTES
CITY OF PANAMA CITY
CITY COMMISSION MEETING
840 WEST 11TH STREET
DECEMBER 16, 2025, 4:30 P.M.

1. Opening Prayer with Rev. Heath Taws, Senior Pastor of First Presbyterian Church.

2. Pledge of Allegiance to the Flag.

3. Roll Call and approval of Minutes for the November 18, 2025, Commission Meeting and the December 1, 2025, Special Call City Commission Meeting.

City Clerk-Treasurer Janette Smith called the roll with the following members present: Mayor Allan Branch, Commissioners Josh Street, Robbie Hughes via Zoom, Janice Lucas and Brian Grainger. Also present: City Manager Jonathan Hayes, City Attorney Nevin Zimmerman and Assistant City Managers Jared Jones and Brandy Waldron.

Commissioner Lucas moved to approve the minutes for the November 18, 2025, Commission Meeting. On a roll call vote, Commissioners Josh Street, Robbie Hughes, Janice Lucas, Brian Grainger and Mayor Allan Branch voted “YEA”. “NAYS” - none. The City Clerk certified the motion passed by a 5-0 vote.

Commissioner Street moved to approve the minutes for the December 1, 2025, Special Call City Commission Meeting. On a roll call vote, Commissioners Josh Street, Robbie Hughes, Janice Lucas, Brian Grainger and Mayor Allan Branch voted “YEA”. “NAYS” - none. The City Clerk certified the motion passed by a 5-0 vote.

4. Additions, Deletions and Modifications.

City Clerk-Treasurer Janette Smith requested to table item 9.l., Chartered Officers Evaluation, until all Evaluations are received.

City Manager Jonathan Hayes requested items 7.c, 7.d., and 7.e. be tabled to the meeting of April 28, 2026, and the addition of a discussion for a request of FDOT to add crosswalks for safety as item 12.n.

Commissioner Grainger motioned to table item 9.l to the meeting of February 10, 2026, table items 7.c, 7.d, and 7.e. to the meeting of April 28, 2026, and add item 12.n., a discussion on FDOT and crosswalks. On a roll call vote, Commissioners Josh Street, Robbie Hughes, Janice Lucas, Brian Grainger and Mayor Allan Branch voted “YEA”. “NAYS” - none. The City Clerk certified the motion passed by a 5-0 vote.

5. Community Announcements.

City Manager Jonathan Hayes read the City of Panama City Community Announcements during a video slide presentation.

5.a. Update from Ethan Brown on the Parks and Recreation Advisory Committee.

Chairman of the Parks and Recreation Advisory Committee Ethan Brown reported on the Progress of the Parks and Recreation Advisory Committee.

Commissioner Lucas motioned to give the Parks and Recreation Advisory Committee a six-month extension and place a pause on P3’s.

City Clerk - Treasurer Janette Smith clarified the motion is a 6-month extension and a pause on P3’s for any other parks except Girls Inc., until after the charettes.

On a roll call vote, Commissioners Josh Street, Robbie Hughes, Janice Lucas, Brian Grainger and Mayor Allan Branch voted “YEA”. “NAYS” - none. The City Clerk certified the motion passed by a 5-0 vote.

6. Public Hearings.

6.a. Second and final of two public hearings on Ordinance 3285, an ordinance amending Chapter 102, Administrative Processes, Article II, Development Review Procedures, Sec. 102-37, Final Site Inspection and Acceptance; Chapter 110, Supplemental Standards, Sec. 110-1, Determination of Density; Chapter 111, Subdivision of Land; Chapter 116, Definitions of the Unified Land Development Code (ULDC).

Mayor Branch announced the public hearing.

Commissioner Street moved for approval of the final reading of Ordinance 3285, an ordinance amending Chapter 102, Administrative Processes, Article II, Development Review Procedures, Sec. 102-37, Final Site Inspection and Acceptance; Chapter 110, Supplemental Standards, Sec. 110-1, Determination of Density; Chapter 111, Subdivision of Land; Chapter 116, Definitions of the Unified Land Development Code (ULDC). On a roll call vote, Commissioners Josh Street, Robbie Hughes, Janice Lucas, Brian Grainger and Mayor Allan Branch voted “YEA”. “NAYS” - none. The City Clerk certified the motion passed by a 5-0 vote.

The Ordinance was read as a final reading by title only as shown below:

ORDINANCE NO. 3285

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PANAMA CITY, FLORIDA AMENDING CHAPTER 102, ADMINISTRATIVE PROCESSES ARTICLE II, DEVELOPMENT REVIEW PROCEDURES, SEC. 102-37, FINAL SITE INSPECTION AND ACCEPTANCE; CHAPTER 110, SUPPLEMENTAL STANDARDS, SEC. 110-1, DETERMINATION OF DENSITY; CHAPTER 111, SUBDIVISON OF LAND; CHAPTER 116, DEFINITIONS, OF THE UNIFIED LAND DEVELOPMENT CODE RELATING TO THE SUBDIVISION, COMBINING AND PLATTING OF LAND; PROVIDING FOR MODIFICATIONS; A REPEALING CLAUSE; SEVERABILITY; CODIFICATION AND CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

6.b. Consideration to conduct a second and final reading and public hearing on Ordinance 3297 that adopts the Panama City Community Redevelopment Plan Amendments and Comprehensive Updates.

Mayor Branch announced the public hearing.

Commissioner Grainger moved for approval of the final reading of Ordinance 3297 that adopts the Panama City Community Redevelopment Plan Amendments and Comprehensive Updates. On a roll call vote, Commissioners Josh Street, Robbie Hughes, Janice Lucas, Brian Grainger and Mayor Allan Branch voted "YEA". "NAYS" - none. The City Clerk certified the motion passed by a 5-0 vote.

The Ordinance was read as a final reading by title only as shown below:

ORDINANCE NO. 3297

AN ORDINANCE OF CITY OF PANAMA CITY, FLORIDA, ADOPTING THE AMENDED AND UPDATED PANAMA CITY COMMUNITY REDEVELOPMENT PLAN; PROVIDING FOR EXPANSION OF THE BOUNDARIES OF REDEVELOPMENT AREA(S); PROVIDING FOR COMMUNITY REDEVELOPMENT PLAN AMENDMENTS; PROVIDING FOR EXTENSION OF THE TERMINATION DATE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

6.c. First of two public hearings on Ordinance 3294, an ordinance amending Sec. 102-40, Conditional Use Permits, and Sec. 104-66, Gateway Overlay of the Unified Land Development Code (ULDC).

Mayor Branch announced the public hearing.

Gregory Dossie, P.O. Box 35894, Panama City; Brenda Lewis-Williams, 2748 Oak Hammock Dr., Panama City; Dolores King, 2538 W. 9th St., Panama City; Michelle Bryant,

409 E. 9th St., Panama City; Walter P. Henry, 614 Maple Ave., Panama City; James Baker, 3036 Game Farm Rd., Panama City; addressed the Commission.

The Ordinance was read as a first reading by title only as shown below:

ORDINANCE NO. 3294

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PANAMA CITY, FLORIDA AMENDING CHAPTER 102, ADMINISTRATIVE PROCESSES, SECTION 102-40, CONDITIONAL USE PERMITS; CHAPTER 104, ZONING DISTRICTS, SECTION 104-66, GATEWAY OVERLAY (GO) (FORMERLY KNOWN AS THE TOURIST CORRIDOR OVERLAY); AND CHAPTER 116, DEFINITIONS OF THE UNIFIED LAND DEVELOPMENT CODE REGARDING PROHIBITED USES AND CONDITIONAL USES IN THE GATEWAY OVERLAY DISTRICT; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.

6.d. First reading and public hearing to adopt Ordinance 3296 amending Chapter 17 of Municipal Code – Protection of Public and Private Rights.

Mayor Branch announced the public hearing.

The Ordinance was read as a first reading by title only as shown below:

ORDINANCE NO. 3296

AN ORDINANCE AMENDING CHAPTER 17 – PROTECTION OF PUBLIC AND PRIVATE RIGHTS; SEPARATING INTO ARTICLES FOR EASIER INTERPRETATION; PROVIDING FOR DEFINITIONS; PROVIDING FOR A MORE STREAMLINED SPECIAL EVENTS APPLICATION PROCESS; PROVIDING WHICH HOLIDAYS SPECIAL EVENTS ARE PROHIBITED ON; SUBSTITUTING THE QUALITY OF LIFE DEPARTMENT; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR THE SEVERABILITY OF ANY PART OF THIS ORDINANCE DECLARED INVALID; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

7. Quasi-Judicial Hearings.

City Manager Jonathan Hayes explained the Quasi-Judicial Hearing procedures.

City Attorney Nevin Zimmerman swore in Development Services staff, witnesses and requested Ex Parte Communication disclosures from Commission members.

There were no Ex Parte Communication disclosures.

7.a. Second and final of two public hearings on Ordinance 3291.1, an ordinance amending the Future Land Use Map of the City to reflect a land use designation of Mixed Use for a property located at 1817 Beck Avenue (Parcel ID 28885-000-000).

Mayor Branch announced the public hearing.

Commissioner Street moved for approval of the final reading of Ordinance 3291.1, an ordinance amending the Future Land Use Map of the City to reflect a land use designation of Mixed Use for a property located at 1817 Beck Avenue (Parcel ID 28885-000-000). On a roll call vote, Commissioners Josh Street, Robbie Hughes, Janice Lucas, Brian Grainger and Mayor Allan Branch voted “YEA”. “NAYS” - none. The City Clerk certified the motion passed by a 5-0 vote.

The Ordinance was read as a final reading by title only as shown below:

ORDINANCE NO. 3291.1

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP OF THE CITY TO REFLECT A LAND USE DESIGNATION OF MIXED USE FOR A PARCEL OF LAND LOCATED AT 1817 BECK AVENUE, (PARCEL ID: 28885-000-000), PANAMA CITY, FLORIDA, PROVIDING FOR A REPEALER, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

7.b. Second and final of two public hearings on Ordinance 3291.2, an ordinance amending the Zoning Map of the City to reflect a zoning designation of Mixed Use-3, MU-3 for a property located at 1817 Beck Avenue (Parcel ID 28885-000-000).

Mayor Branch opened the floor for public participation.

Commissioner Street moved for approval of the final reading of Ordinance 3291.2, an ordinance amending the Zoning Map of the City to reflect a zoning designation of Mixed Use-3, MU-3 for a property located at 1817 Beck Avenue (Parcel ID 28885-000-000). On a roll call vote, Commissioners Josh Street, Robbie Hughes, Janice Lucas, Brian Grainger and Mayor Allan Branch voted “YEA”. “NAYS” - none. The City Clerk certified the motion passed by a 5-0 vote.

The Ordinance was read as a final reading by title only as shown below:

ORDINANCE NO. 3291.2

AN ORDINANCE ZONING A PARCEL OF LAND LOCATED AT 1817 BECK AVENUE, (PARCEL ID: 28885-000-000), PANAMA CITY, FLORIDA, HAVING APPROXIMATELY 0.045 ACRES, MIXED USE-3, MU-3, PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

7.c. Second and final of two public hearings on Ordinance 3293.1, an ordinance on the voluntary annexation of approximately 0.516 acres of property located at 3719 Shoreline Circle (Parcel ID 26927-000-000).

This item was deferred to the meeting of April 28, 2026.

7.d. Second and final of two public hearings on Ordinance 3293.2, an ordinance amending the Future Land Use Map of the City to reflect a land use designation of Residential for a property located at 3719 Shoreline Circle (Parcel ID 26927-000-000).

This item was deferred to the meeting of April 28, 2026.

7.e. Second and final of two public hearings on Ordinance 3293.3, an ordinance amending the Zoning Map of the City to reflect a zoning designation of Residential-1, R-1 for a property located 3719 Shoreline Circle (Parcel ID 26927-000-000).

This item was deferred to the meeting of April 28, 2026.

7.f. Second and final of two public hearings on Ordinance 3295.1, an ordinance amending the Future Land Use Map of the City to reflect a land use designation of Recreation for a property located at 1310 Lincoln Drive (Parcel ID 17494-000-000).

Mayor Branch opened the floor for public participation.

Commissioner Lucas moved for approval of the final reading of Ordinance 3295.1, an ordinance amending the Future Land Use Map of the City to reflect a land use designation of Recreation for a property located at 1310 Lincoln Drive (Parcel ID 17494-000-000). On a roll call vote, Commissioners Josh Street, Robbie Hughes, Janice Lucas, Brian Grainger and Mayor Allan Branch voted “YEA”. “NAYS” - none. The City Clerk certified the motion passed by a 5-0 vote.

The Ordinance was read as a final reading by title only as shown below:

ORDINANCE NO. 3295.1

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP OF THE CITY TO REFLECT A LAND USE DESIGNATION OF RECREATION FOR A PARCEL OF LAND LOCATED AT 1310 LINCOLN DRIVE, (PARCEL ID: 17494-000-000), PANAMA CITY, FLORIDA, PROVIDING FOR A REPEALER, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE

7.g. Second and final of two public hearings on Ordinance 3295.2, an ordinance amending the Zoning Map of the City to reflect a zoning designation of Recreation, REC for a property located at 1310 Lincoln Drive (Parcel ID 17494-000-000).

Mayor Branch opened the floor for public participation.

Commissioner Lucas moved for approval of the final reading of Ordinance 3295.2, an ordinance amending the Zoning Map of the City to reflect a zoning designation of Recreation, REC for a property located at 1310 Lincoln Drive (Parcel ID 17494-000-000). Commissioner Lucas noted for the record that this property is Henry Davis Park. On a roll call vote, Commissioners Josh Street, Robbie Hughes, Janice Lucas, Brian Grainger and Mayor Allan Branch voted "YEA". "NAYS" - none. The City Clerk certified the motion passed by a 5-0 vote.

The Ordinance was read as a final reading by title only as shown below:

ORDINANCE NO. 3295.2

AN ORDINANCE ZONING A PARCEL OF LAND LOCATED AT 1310 LINCOLN DRIVE, (PARCEL ID: 17494-000-000), PANAMA CITY, FLORIDA, HAVING APPROXIMATELY 0.126 ACRES, RECREATION, REC, PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

7.h. First of two public hearings on Ordinance 3298, an ordinance to vacate and abandon the alleyway/right of way/easement north of E 9th Court, east of N Bonita Ave, South of E 10th Court, and West of Mercedes Avenue in Glenwood.

Mayor Branch announced the public hearing.

Commissioner Lucas motioned to Deny Ordinance 3298. On a roll call vote, Commissioners Josh Street, Robbie Hughes, Janice Lucas, Brian Grainger and Mayor Allan Branch voted "YEA". "NAYS" - none. The City Clerk certified the motion passed by a 5-0 vote.

8. Audience Participation (Each speaker is limited to three (3) minutes).

Mike Donaldson, 2650 W. 10th St., Panama City; Dolores King, 2538 W. 9th St., Panama City; Mary Andrew, 2310 W. Beach Dr., Panama City; addressed the Commission about Truesdell Park.

Frank Depinto, 801 W. 13th St., Panama City; Derek Thomas, 1100 W. 10th St., Panama City; Jimmy Ciesielski, 1208 Cherry St., Panama City; Sandy Marlisa, Lynn Haven; addressed the Commission about the Downtown Marina.

Brenda Lewis-Williams, 2748 Oak Hammock Dr., Panama City; Dria Clay, 409 E. 9th St., Panama City; Michelle Bryant, 409 E. 9th St., Panama City; Gregory Dossie, PO Box 35894, Panama City; Shawntell World, 1213 Eisenhower Cir., Lynn Haven; Dr. Rufus Wood, 1911 E. 10th St., Panama City; Walter P. Henry, 614 Maple Ave., Panama City; Carman Sapp, 1915 Wilson Ave., Panama City; Vanessa Shackelford, 802 Cedar Ave., Panama City; Tonika Spencer, 2123 E. 7th St., Panama City; Sandy Marlisa, Lynn Haven; Robert Stewart, 261 Everitt Ave., Panam City; Captain James Pic, 2508 W. 9th St., Panama City; JC Carlyle, 5823 Enzor St., Callaway; Rose James, 1000 E. 13th Ct., Panama City; addressed the Commission about the MLK Recreation Center.

Bill McGinn, 4425 Thomas Dr, Panama City Beach; David Phanton, 905 E. 25th Plaza, Panama City; Walter P Henry, 614 Maple Ave., Panama City; Beverly Sapp, 1105 Parker Dr., Panama City; addressed the Commission.

9. Consent Agenda

9.a. Consideration to ratify the issued Special Event Permit for Christmas in the Cove on December 13, 2025, from 5:00 p.m. to 8:00 p.m. on East Beach Drive, sponsored by The Cove Events. (Road closure on East Beach Drive from E. 2nd Street to Harmon Avenue).

9.b. Consideration of acceptance of a Memorandum of Understanding between the City of Panama City and the Northwest Beaches International Airport to provide fire protection services under a Mutual Aid Agreement between both agencies.

9.c. Consideration to reject bid submission associated with the Invitation to Bid PC26-003 for Hometown Revitalization Program – Fitzsimmons Holding work.

9.d. Monthly Financial Statement and General Fund Balance Report - November 2025.

9.e. Consideration and approval to execute the FY25-26 Interlocal Agreement with the City of Panama City Parks, Culture & Recreation for maintenance of Community Redevelopment Agency improvements and assets.

9.f. Consideration to approve the Facility Space License Agreement for cafe and concession operations and management at MLK Jr. Recreation Center with Pressed Panini and Flatbread, LLC.

9.g. Consideration of approval for the contract at 551 E. 6th Street.

9.h. Consideration to award bid PC26-008 Project Hometown Revitalization – Group DD to Inland Construction and approval to execute a contract in the amount of $892,500.00.

9.i. Consideration of approval of Change Order 5 to Mainline Construction, LLC on CDBG-DR Project STORM Group C in the amount of $194,336.49.

9.j. Consideration of approval of Change Order 5 in the amount of $45,716.61 to Royal American Construction for necessary field changes encountered on SRF Area D-12.

9.k. Consideration of approval of Task Order Amendment 1 for Construction Engineering and Inspection (CEI) Services for CDBG-DR Area A2 Project to Barge Design Solutions in the amount of $163,810.00.

9.l. Chartered Officers Evaluations.

Commissioner Grainger motioned for approval of consent agenda items 9.a through 9.k. as presented. On a roll call vote, Commissioners Josh Street, Robbie Hughes, Janice Lucas, Brian Grainger and Mayor Allan Branch voted “YEA”. “NAYS” - none. The City Clerk certified the motion passed by a 5-0 vote.

10. Commissioners' Report(s).

10.a. Commissioner Lucas - Consideration of renaming Flower Avenue between 14th Street to its North end, just South of Andrews Place to Mae Bell Whitfield Way.

Commissioner Lucas moved for approval of renaming Flower Avenue between 14th Street to its North end, just South of Andrews Place to Mae Bell Whitfield Way. On a roll call vote, Commissioners Josh Street, Robbie Hughes, Janice Lucas, Brian Grainger and Mayor Allan Branch voted “YEA”. “NAYS” - none. The City Clerk certified the motion passed by a 5-0 vote.

10.b. Commissioner Grainger - Discussion of the Aqua Backflow Proposal dated December 4, 2025.

Commissioner Grainger motioned for staff to return to the meeting of January 27, 2026, with options for Cross Connection Control. On a roll call vote, Commissioners Josh Street, Robbie Hughes, Janice Lucas, Brian Grainger and Mayor Allan Branch voted “YEA”. “NAYS” - none. The City Clerk certified the motion passed by a 5-0 vote.

Mayor branch announced a break at 7:08 p.m. and the meeting was reconvened at 7:15 p.m.

10.c. Commissioner Street - Discussion on Truesdell Park, building plans, parking lot plans, bids received and next steps.

Commissioner Street moved for approval of rejecting the parking lot design as shown, reopening feedback on alternative designs for parking grounds and park amenities and proceeding forward with the exterior building improvements that are tied to the State Grant for Truesdale Park. On a roll call vote, Commissioners Josh Street, Robbie Hughes, Janice Lucas, Brian Grainger and Mayor Allan Branch voted “YEA”. “NAYS” - none. The City Clerk certified the motion passed by a 5-0 vote.

11. City Clerk

11.a. Notice of Vacancy on the Panama City Planning Board.

Commissioner Grainger moved for approval of appointing Lynn Cherry (nominated by Mayor Branch) to the Panama City Planning Board. On a roll call vote, Commissioners Josh Street, Robbie Hughes, Janice Lucas, Brian Grainger and Mayor Allan Branch voted “YEA”. “NAYS” - none. The City Clerk certified the motion passed by a 5-0 vote.

12. City Manager

Commissioner Street motioned to relocate item 12.j. to be discussed as 12.a. On a roll call vote, Commissioners Josh Street, Robbie Hughes, Janice Lucas, Brian Grainger and Mayor Allan Branch voted “YEA”. “NAYS” - none. The City Clerk certified the motion passed by a 5-0 vote.

12.j. Modification Relocation (discussed as 12.a.) - Consideration to approve facility access and membership proposal for the MLK Jr. Recreation Center.

Commissioner Lucas motioned to consider an effective date of March 1, 2026, and any revisions from staff to come back to Commission in February.

MLK Jr., Recreation Center Manager Javien Elliott addressed the Commission and answered questions.

Commissioner Lucas amended her motion to add having a proposal ready by the 2nd meeting in January.

City Clerk-Treasurer Janette Smith clarified the motion is to push the effective date of the fee structure to March 1, 2026, and any revisions should be at the meeting of January 27, 2026.

On a roll call vote, Commissioners Josh Street, Robbie Hughes, Janice Lucas, Brian Grainger and Mayor Allan Branch voted “YEA”. “NAYS” - none. The City Clerk certified the motion passed by a 5-0 vote.

12.a. Consideration to approve Budget Amendment Resolution 20251216.1 to accept and expend funds from the Fiscal Year 2026 Florida Department of Transportation grant for Drug Recognition Expert call-out overtime reimbursement.

Commissioner Grainger moved for approval of Budget Amendment Resolution 20251216.1 to accept and expend funds from the Fiscal Year 2026 Florida Department of Transportation grant for Drug Recognition Expert call-out overtime reimbursement. On a roll call vote, Commissioners Josh Street, Robbie Hughes, Janice Lucas, Brian Grainger and Mayor Allan Branch voted “YEA”. “NAYS” - none. The City Clerk certified the motion passed by a 5-0 vote.

The Resolution was read by title only as shown below:

RESOLUTION NO. 20251216.1

A RESOLUTION PROVIDING FOR THE BUDGETING OF CAPITAL FUNDS

12.b. Consideration to approve Budget Amendment Resolution 20251216.2 to accept and expend funds from the Fiscal Year 2026 and ratify Florida Department of Law Enforcement Identity Theft and Fraud Prevention Grant in the amount of $10,000.00.

Commissioner Grainger moved for approval of Budget Amendment Resolution 20251216.2 to accept and expend funds from the Fiscal Year 2026 and ratify Florida Department of Law Enforcement Identity Theft and Fraud Prevention Grant in the amount of $10,000.00. On a roll call vote, Commissioners Josh Street, Robbie Hughes, Janice Lucas, Brian Grainger and Mayor Allan Branch voted “YEA”. “NAYS” - none. The City Clerk certified the motion passed by a 5-0 vote.

The Resolution was read by title only as shown below:

RESOLUTION NO. 20251216.2

A RESOLUTION PROVIDING FOR THE BUDGETING OF CAPITAL FUNDS

12.c. Consideration to approve Budget Amendment Resolution 20251216.3 to accept and expend funds from the Fiscal Year 2026 Florida Department of Transportation Speed and Aggressive Driving Grant in the amount of $34,000.00.

Commissioner Lucas moved for approval of Budget Amendment Resolution 20251216.3 to accept and expend funds from the Fiscal Year 2026 Florida Department of Transportation Speed and Aggressive Driving Grant in the amount of $34,000.00. On a roll call vote, Commissioners Josh Street, Robbie Hughes, Janice Lucas, Brian Grainger and Mayor Allan Branch voted “YEA”. “NAYS” - none. The City Clerk certified the motion passed by a 5-0 vote.

The Resolution was read by title only as shown below:

RESOLUTION NO. 20251216.3

A RESOLUTION PROVIDING FOR THE BUDGETING OF CAPITAL FUNDS.

12.d. Consideration to approve Budget Amendment Resolution 20251216.4 for the Panama City Community Redevelopment Agency (CRA) to purchase a barricade trailer for the Panama City Police Department in the amount of $9,316.00.

Commissioner Grainger moved for approval of Budget Amendment Resolution 20251216.4 for the Panama City Community Redevelopment Agency (CRA) to purchase a barricade trailer for the Panama City Police Department in the amount of $9,316.00. On a roll call vote, Commissioners Josh Street, Robbie Hughes, Janice Lucas, Brian Grainger and Mayor Allan Branch voted “YEA”. “NAYS” - none. The City Clerk certified the motion passed by a 5-0 vote.

The Resolution was read by title only as shown below:

RESOLUTION NO. 20251216.4

A RESOLUTION PROVIDING FOR THE AMENDMENT OF THE APPROVED FISCAL YEAR 2025-2026 BUDGET TO ACCEPT AND EXPEND FUNDS FROM THE PANAMA CITY CRA TO PURCHASE A BARRICADE TRAILER FOR THE POLICE DEPARTMENT.

12.e. Consideration to approve the contract with Inland Construction and Engineering, Inc. to perform subsidence repairs at the Downtown Marina T-Dock, and to approve Budget Amendment Resolution 20251216.5 in the amount of $70,650.00.

Commissioner Grainger moved for approval of the contract with Inland Construction and Engineering, Inc. to perform subsidence repairs at the Downtown Marina T-Dock, and to approve Budget Amendment Resolution 20251216.5 in the amount of $70,650.00. On a roll call vote, Commissioners Josh Street, Robbie Hughes, Janice Lucas, Brian Grainger and Mayor Allan Branch voted “YEA”. “NAYS” - none. The City Clerk certified the motion passed by a 5-0 vote.

The Resolution was read by title only as shown below:

RESOLUTION NO. 20251216.5

A RESOLUTION PROVIDING FOR THE BUDGETING OF CAPITAL FUNDS.

12.f. Consideration to approve the Special Event Permit for the Downtown Panama City Farmers Market, scheduled to take place every Saturday from January through December 2026, from 8:00 a.m. to 1:00 p.m. at McKenzie Park, sponsored by Anchored Market Ventures and the Downtown Improvement Board. (Includes a road closure on Park Avenue from 3rd Court to Oak Avenue).

Commissioner Grainger moved for approval of Special Event Permit for the Downtown Panama City Farmers Market, scheduled to take place every Saturday from January through December 2026, from 8:00 a.m. to 1:00 p.m. at McKenzie Park and extend the permit to stay on Harrison Avenue to March 1st. On a roll call vote, Commissioners Josh Street, Robbie Hughes, Janice Lucas, Brian Grainger and Mayor Allan Branch voted “YEA”. “NAYS” - none. The City Clerk certified the motion passed by a 5-0 vote.

12.g. Consideration of a proposal from Catherine Shores and Jayson Kretzer for RFP PC26-017 for the Breezeway Property located at 447 Harrison Ave.

Commissioner Grainger moved for approval of a proposal from Catherine Shores and Jayson Kretzer for RFP PC26-017 for the Breezeway Property located at 447 Harrison Ave. On a roll call vote, Commissioners Josh Street, Robbie Hughes, Janice Lucas, Brian Grainger and Mayor Allan Branch voted “YEA”. “NAYS” - none. The City Clerk certified the motion passed by a 5-0 vote.

12.h. Consideration of approval of Change Order No. 1 to Southern Construction for Community Development Block Grant Disaster Recovery Hometown Revitalization Program – Group GB in the amount of $197,360.47.

City Attorney Nevin Zimmerman advised Mayor Branch will abstain from voting.

Commissioner Grainger moved for approval of Change Order No. 1 to Southern Construction for Community Development Block Grant Disaster Recovery Hometown Revitalization Program – Group GB in the amount of $197,360.47. On a roll call vote, Commissioners Josh Street, Robbie Hughes, Janice Lucas, and Brian Grainger voted "YEA". "NAYS" - none. The City Clerk certified the motion passed by a 4-0 vote with one abstention.

12.i. Consideration to approve a ten-year agreement with Motorola Solutions for body-worn cameras for the Panama City Police Department. The agreement totals $875,000.00 for 96 body-worn cameras.

Commissioner Grainger moved for approval of a ten-year agreement with Motorola Solutions for body-worn cameras for the Panama City Police Department. The agreement totals $875,000.00 for 96 body-worn cameras. On a roll call vote, Commissioners Josh Street, Robbie Hughes, Janice Lucas, Brian Grainger and Mayor Allan Branch voted "YEA". "NAYS" - none. The City Clerk certified the motion passed by a 5-0 vote.

12.j. Consideration to approve Facility Access and Membership Proposal for the MLK Jr. Recreation Center.

This item was relocated to item 12a.

12.k. Consideration of approval and execution of the proposal from Neighborhood Evolution for the properties located at 1300 Beck Avenue (0.23 acres) and 1306 Beck Avenue (0.83 acres) in the amount of $19,000.00.

Commissioner Grainger motioned for approval of proposal from Neighborhood Evolution for the properties located at 1300 Beck Avenue (0.23 acres) and 1306 Beck Avenue (0.83 acres) in the amount of $19,000.00 and use St Andrews CRA funds. On a roll call vote, Commissioners Josh Street, Robbie Hughes, Janice Lucas, Brian Grainger and Mayor Allan Branch voted "YEA". "NAYS" - none. The City Clerk certified the motion passed by a 5-0 vote.

12.l. Consideration of the vacant residential property at 1433 West 10th Court (parcel number 19404-000-000) and its disposition.

Commissioner Hughes motioned for approval of Corcoran Reverie providing a market analysis on the lot and listing it to the open market for sale, then negotiate the best deal possible for the City.

Mayor Branch clarified the motion is for a Comparative Market Analysis from Cocoran Reverie and this will come back to Commission on the consent agenda in January.

On a roll call vote, Commissioners Josh Street, Robbie Hughes, Janice Lucas, Brian Grainger and Mayor Allan Branch voted “YEA”. “NAYS” - none. The City Clerk certified the motion passed by a 5-0 vote.

12.m. Report on and discussion of Downtown Marina wet slips construction, cost estimates for necessary infrastructure construction, FEMA timeline and future P3 options.

Commissioner Hughes motioned that staff be directed to engineer a design and if they are not capable, put it to one of our current Engineers for all the utilities from Harrison’s forward to cover for 200 slips and the lights, promenade, railing, water, sewer, concrete and that be put out for bid along with the 50 slips. When this is completed then have a conversation about how to move forward.

Robbie Huges arrived at the meeting in person at 8:45 p.m.

The motioned died for lack of a second.

Commissioner Street motioned for approval to get the monetary amount from City Marina Partners and settle up on what expenses were incurred on the interim agreement and allow City Marina Partners or any other owners to bid on the project.

City Clerk-Treasurer Janette Smith clarified the motion is to settle up with City Marina Partners and allow CMP or any other owners to bid on the project.

City Attorney Nevin Zimmerman advised the Commission would like to terminate the interim agreement.

On a roll call vote, Commissioners Josh Street, Robbie Hughes, Janice Lucas, Brian Grainger and Mayor Allan Branch voted “YEA”. “NAYS” - none. The City Clerk certified the motion passed by a 5-0 vote.

Commissioner Street motioned that staff bring back a proposal to Commission on the design of the infrastructure needs that are on the Downtown Marina.

City Clerk-Treasurer Janette Smith clarified the motion is for the City Manager to bring back a proposal for the design of the infrastructure needs on the entire promenade and to bring two options one the boot strap method, and the second is full bore.

Commissioner Josh Street amended his motion to add bringing back the design with a phasing approach.

On a roll call vote, Commissioners Josh Street, Robbie Hughes, Janice Lucas, Brian Grainger and Mayor Allan Branch voted “YEA”. “NAYS” - none. The City Clerk certified the motion passed by a 5-0 vote.

12.n. Addition – Direction to send a letter to FDOT requesting a pedestrian crosswalk between Frankford and Lisenby on 15th Street and Chestnut Avenue between Oaks by the Bay Park and Truesdale Park.

Commissioner Street motioned for approval of sending a letter to FDOT requesting a pedestrian crosswalk between Frankford and Lisenby on 15th Street and Chestnut Avenue between Oaks by the Bay Park and Truesdale Park. On a roll call vote, Commissioners Josh Street, Robbie Hughes, Janice Lucas, Brian Grainger and Mayor Allan Branch voted “YEA”. “NAYS” - none. The City Clerk certified the motion passed by a 5-0 vote.

13. Motion to Adjourn.

Commissioner Grainger motioned to adjourn. On a roll call vote, Commissioners Josh Street, Robbie Hughes, Janice Lucas, Brian Grainger and Mayor Allan Branch voted “YEA”. “NAYS” - none. The City Clerk certified the motion passed by a 5-0 vote.

Ther being no further business, the meeting was adjourned at 9:06 p.m.

Junior Leadership Bay

Recognition

January 13th, 2025

Mayor Branch:

Leadership Bay is a flagship program sponsored by the Bay County Chamber of Commerce. It brings together emerging and established leaders for an immersive, hands-on experience focused on Bay County's key systems like local government, education, healthcare, economic development, and nonprofits. The goal is simple but ambitious: build informed connected leaders who understand how the community works and who are prepared to serve, collaborate, and lead with impact across Bay County.

City of Panama City,
Florida 501 Harrison Avenue, Panama
City, FL 32401 (850) 872-3000 |
panamacity.gov

Agenda Item Request Form

ITEM: Second and final of two public hearings on Ordinance 3294, an ordinance amending Sec. 102-40, Conditional Use Permits, and Sec. 104-66, Gateway Overlay of the Unified Land Development Code (ULDC).

BACKGROUND INFORMATION: Ordinance No. 3294, as proposed, will amend Sec. 102-40, Conditional Use Permits, and Sec. 104-66, Gateway Overlay of the Unified Land Development Code (ULDC) by allowing for certain conditional uses in the Gateway Overlay (GO) District. The proposed amendment will allow several currently prohibited uses (i.e. bail bonds, pawn shops, bottle clubs, etc.) in the GO as conditional uses. The amendment provides for specific standards for conditional uses. This item was previously reviewed by the Planning Board on November 10, 2025. The Planning Board recommended approval unanimously. Staff concurs. The item was tabled at the November 18, 2025 City Commission meeting to their December 16, 2025 meeting. The ordinance proposes following uses to be subject to conditional use permitting:

i. Any business commonly known as "check cashing," or any business which, as a material part of its services, provides future employment wages or other compensation (often known as "payday loans," or "payday advances");
ii. Pawnshops, as defined by F.S. § 539.001(2);
iii. Bail bond agencies, as defined by F.S. § 648.25(1);
iv. Bottle clubs;
v. Stand-alone car wash facilities (excluding the express and conveyorized, automated tunnel car washes);
vi. Dispatch office and vehicle fleet parking, storage and maintenance;
vii. Recreational vehicle (RV) sales, storage, repair; (except for projects approved by the city commission);
viii. Vape shops/stores;
ix. Window tinting;
x. Formula-Based Businesses
xi. Drive thrus
xii. Bars and night clubs.
xiii. Self-storage facilities.
xiv. Gas stations/service stations
xv. Pharmacies and dispensaries

A map showing the Gateway Overlay extending 200 ft. from the designated roadways is included for the City Commission's consideration. The following document(s) are enclosed:

a) Ordinance No. 3294
b) Staff Analysis, Report and Recommendation
c) Gateway Overlay District Maps (200 and 400 ft. buffers)

DEPARTMENT HEAD RECOMMENDATION: The Director of Development Services recommends the City Commission conduct the second and final public hearing and approve the ordinance.

Budget Impact

Budgeted? Yes: ☐ No: ☐ How Much budgeted? N/A
If more, where do you suggest funds come from? N/A
Cost Center
☐ Personnel $ Click here to enter text.
☐ Operating $ Click here to enter text.

☐ Capital $ Click here to enter text.
☐ Revenue $ Click here to enter text.

Requested By: Jiwuan Haley, Planning Manager, Development Services **Date:** 1/5/2026
Reviewed By: Michael Fuller, Director, Development Services **Date:** 1/5/2026

ORDINANCE NO. 3294

AN ORDINANCE OF THE CITY COMMISSION OF THE AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PANAMA CITY, FLORIDA AMENDING CHAPTER 102, ADMINISTRATIVE PROCESSES, SECTION 102-40, CONDITIONAL USE PERMITS; CHAPTER 104, ZONING DISTRICTS, SECTION 104-66, GATEWAY OVERLAY (GO) (FORMERLY KNOWN AS THE TOURIST CORRIDOR OVERLAY); AND CHAPTER 116, DEFINITIONS OF THE UNIFIED LAND DEVELOPMENT CODE REGARDING PROHIBITED USES AND CONDITIONAL USES IN THE GATEWAY OVERLAY DISTRICT; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 163, Part II, Florida Statutes, requires local government to adopt, amend, and enforce land development regulations that are consistent with the local comprehensive plan; and

WHEREAS, the City Commission of the City of Panama City, Florida (the "City") amended the Unified Land Development Code in 2019 by Ordinance No. 2675 establishing the Gateway Overlay District, formerly known as the Tourist Corridor Overlay; and

WHEREAS, the City desires to amend the Unified Land Development Code from time to time, including the Gateway Overlay District, for consistency with the comprehensive plan and other city policies and objectives; and

WHEREAS, the Planning Board, in its capacity as the Local Planning Agency, considered the amendment, found it consistent with the comprehensive plan, and recommended approval at a publicly notice hearing dated November 10, 2025; and

WHEREAS, the City Commission considered the amendment at publicly noticed hearings and first readings of the ordinance on November 18, 2025, December 16, 2025, and public hearing and second and final reading of the ordinance on January 13, 2026.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF PANAMA CITY, FLORIDA:

SECTION 1. The below sections of the Unified Land Development Code be amended as follows:

(~~strikethrough~~ text is deleted; **underlined/bold** text is added)

…

Table 102-1: Types of Applications and Entities Responsible for Recommendation and Final Decisions				
Type of Application	**Staff**	**TRC**	**Planning Board**	**City Commission**
…				
Conditional Use Permit	R		~~D~~ **R**	**D**
…				

Staff means the director and/or his/her staff

D = Final Decision Authority

R = Recommendation

* Except for those approved administratively by staff and the TRC, per chapter 110, section 110-42

…

Sec. 102-40. Conditional use permits.

Each zoning district may include designated conditional uses. A conditional use is a land use which may be appropriate in a designated zoning district but due to its nature, extent, performance, and possible external effects requires case-by-case review of its location, design, functions, impacts, and methods of operation before it can be deemed appropriate in the district and compatible with its surroundings.

A. Applicability. A conditional use permit approved in accordance with this section is required before development or establishment of any use designated as a conditional use in any zoning district.

B. A request for a conditional use permit shall be submitted to the ~~planning~~ **development services** department on forms the city provides. The request shall be subject to review and approval by the **City Commission following the recommendation of the** Planning Board. A request for conditional use permit may be considered at any regular or special meeting in accordance with section 102-45.

C. Standard site plan and conditional use application items pursuant to section 102-30.E. shall be provided. When the proposed conditional use requires new improvements on the site or substantial changes to existing improvements, the applicable development approval, applicable building permit, and the conditional use permit must be issued before any work can be performed on the site or the conditional use established. However, should the applicant choose to obtain permits for improvements and conduct work in anticipation of issuance of a conditional use permit, the improvements are not allowed to be used for the proposed conditional use unless and until the conditional use permit has been issued. At the applicant's discretion, a development order application and conditional use permit application may be submitted concurrently.

D. Conditional use permit review criteria; city action.

1. The **City Commission** ~~planning board~~ shall hold its public hearing **following a hearing by the Planning Board** and, after consideration of the staff recommendation and public input, if any, may deny, approve or approve with conditions the request for the conditional use permit, based on its determination

that the applicant has demonstrated that the criteria in subsections (2) through (5) as applicable have been met. **The City Commission may refer a conditional use permit application to the Board of Architects for review and recommendation prior to making a determination.**

2. Except for community residences, recovery communities, and congregate living facilities, a conditional use permit shall only be granted if:
   a. Reserved.
   b. Reserved.
3. Conditional use permits for community residences shall be granted pursuant to the applicable standards in section 110-9.
4. Conditional use permits for recovery communities shall be granted pursuant to the applicable standards in section 110-10.
5. Conditional use permits for congregate living facilities shall be granted pursuant to the applicable standards in section 110-11.
6. **Conditional use permits for conditional uses in the Gateway Overlay District shall be granted pursuant to the applicable standards in section 104-66.E.**

E. Conditions of approval and safeguards may be imposed in order to mitigate potential adverse impacts and to ensure that the intent and purpose of this ULDC is maintained. Violation of such conditions and safeguards shall be deemed a violation of this ULDC. Conditions of approval may address but are not limited to:
   1. Special setbacks, open spaces and buffer areas
   2. Fences and walls
   3. Parking facilities, including vehicular access and egress and the surfacing of parking areas and driveways
   4. Regulation of operating hours for activities affecting normal neighborhood schedules and functions
   5. Regulation of signs
   6. Street and highway dedication and improvements, including sidewalks, curbs and gutters
   7. Landscaping and maintenance of grounds
   8. Regulation of nuisance factors such as noise, vibrations, smoke, dust, odors, and glare
   9. **Liner buildings/structures and/or secondary uses**
   10. Such other conditions as will make possible the development of the proposed conditional use in an orderly and efficient manner and in general accord with all elements of the comprehensive plan, and the intent and purpose of this ULDC.

F. Issuance, terms and validity of conditional use permit.
   1. Upon approval of a conditional use permit, the ~~planning~~ department shall within ten days of such approval send notification to the applicant and property owner advising him or her of the terms of the permit.
   2. Unless the ~~planning board~~ **City Commission** specifies otherwise, a conditional use permit shall automatically expire within one year of the approval date unless the use the conditional use permit authorizes has commenced operating and been diligently continued, or the permit holder has obtained an extension of this time period from the ~~planning board~~ **City Commission** as described in this section. In the event of an appeal or litigation, the term of the permit shall not begin to run until the decision is final.
   3. A conditional use permit shall run with the land until it expires or is revoked.

4. Abandonment or discontinuance. A conditional use permit shall automatically expire if the authorized use is discontinued and not resumed within six months of its discontinuance unless the ~~planning board~~ **City Commission** grants an extension of this time period as described in this section. The permit holder must submit extension request prior to the end of this six month period.
5. Extension. The permit holder shall submit an extension request in writing that explains the circumstances necessitating the request and pay the required filing fee before the conditional use permit expiration date. The ~~planning board~~ **City Commission** may approve, approve with conditions or deny the request following a public hearing in accordance with section 102-45.
6. Modification and revocation. The ~~planning board~~ **City Commission** shall conduct a public hearing pursuant to section 102-45 to modify or revoke any conditional use permit. The city retains the right to review and modify any conditional use permit granted and approved hereunder for any violations of the conditions imposed on such permit, if it determines the permit was obtained in a fraudulent manner, or the use or related development constitutes a nuisance. The ~~planning~~ department shall notify via certified mail the person owning, operating and/or any other person having an interest in the property for which a revocation or modification has been proposed before the public hearing and after its conclusion.
7. When a conditional use permit request has been denied and any appeal or challenge has been exhausted, no substantially equivalent request for a conditional use permit shall be considered for a period of 12 months from the date the denial became final, unless the acting body at the time of the action waives this restriction.

...

Sec. 104-66. Gateway Overlay (GO) (formerly known as the Tourist Corridor Overlay).

A. *Purpose.* The purpose of the Gateway Overlay (GO) is to promote the general health, safety and welfare of the community; to create a sense of place that is aesthetically appealing for those traveling through the city; to encourage innovative development projects that set standards for landscaping, community design and aesthetics; to establish consistent and harmonious design standards for public improvements and private property development along important gateway corridors so as to unify the distinctive visual quality of the corridor.

B. *District defined.* The Gateway Overlay (GO) district applies to non-residential land parcels of record within 400 feet of the roadway on each side of the road within the city along the following major roadways:

1. U.S. Highway 98/15th Street;
2. Harrison Avenue, from 15th Street (U.S. Highway 98) to the Panama City Marina;
3. Highway 368/23rd Street;
4. Business U.S. Highway 98;
5. Highway 390;
6. Highway 77;
7. U.S. Highway 231, from 23rd Street to 15th Street; and
8. 11th Street, from Lisenby Avenue to Beck Avenue

No certificate of occupancy regarding any building permit or development order shall be granted prior to assurance that the requirements of this chapter have been met.

C. *Design requirements.* Refer to chapter 105 for design requirements in the GO.

D. *Prohibited uses:*

1. The following uses are prohibited in the GO:

i. Sale and use of mobile/manufactured homes;

ii. Flea markets; bazaars, yard sales, or similar sales;

~~iii. Any business commonly known as "check cashing," or any business which, as a material part of its services, provides future employment wages or other compensation (often known as "payday loans," or "payday advances");~~

~~iv~~**iii**. Dating services, escort services, valet services;

~~v. Pawnshops, as defined by F.S. § 539.001(2);~~

~~vi. Bail bond agencies, as defined by F.S. § 648.25(1);~~

~~vii~~**iv.** Palm readers, fortune tellers, tarot card readers, psychics, and similar businesses;

~~viii. Bottle clubs;~~

~~ix.~~**v.** Any business which, as a material part of its services, provides loans secured by vehicle titles (often known as "car-title loans");

~~x.~~**vi.** Impound yards; automobile wrecking; recycling yards; and similar uses;

~~xi.~~**vii.**

~~xii. Stand-alone car wash facilities (excluding the express and conveyorized, automated tunnel car washes);~~

~~xiii.~~**viii.** Mobile home parks;

~~xiv.~~**ix.** Heavy equipment sales, service, and storage;

~~xv.~~**x.** Self-service storage facilities;

~~xvi. Dispatch office and vehicle fleet parking, storage and maintenance;~~

~~xvii.~~**xii.** Labor pools;

~~xviii.~~**xiii.** Adult entertainment;

~~xix.~~**xiv.** Manufacturing of chemical products;

~~xx.~~**xv.** Contractor storage or salvage yard;

~~xxi.~~**xvi.** Towing service and

~~xxii. Window tinting.~~

xvii. Any use listed as a conditional use is otherwise prohibited unless and until approved for a conditional use permit.

E. *Conditional uses:*

1. The following uses may be allowed as a conditional use in the GO in subject to the conditions in paragraph 2 of this section:

i. Any business commonly known as "check cashing," or any business which, as a material part of its services, provides future employment wages or other compensation (often known as "payday loans," or "payday advances");

ii. Pawnshops, as defined by F.S. § 539.001(2);

iii. Bail bond agencies, as defined by F.S. § 648.25(1);

iv. Bottle clubs;

v. Stand-alone car wash facilities (excluding the express and conveyorized, automated tunnel car washes);

vi. Dispatch office and vehicle fleet parking, storage and maintenance;

vii. Recreational vehicle (RV) sales, storage, repair; (except for projects approved by the city commission);
viii. Vape shops/stores;
ix. Window tinting;
x. Formula-Based Businesses
xi. Drive thrus
xii. Bars and night clubs.
xiii. Self-storage facilities.
xiv. Gas stations/service stations
xv. Pharmacies and dispensaries

2. A conditional use in the GO must obtain a conditional use permit which shall be approved only when it is found that the applicant has demonstrated by a preponderance of the evidence that all of the following standards are met:

i. The conditional use shall not be located within 300 feet of an existing use that is the same or similar to the conditional use being sought.

ii. The conditional use shall not be located within 100 feet of any other existing conditional use allowed by this section.

iii. The conditional use shall be compatible with the adjacent land uses.

iv. The conditional use shall limit signage to a single wall sign not to exceed 60 square feet in size. The conditional use shall be prohibited from constructing or utilizing freestanding ground and pylon signs.

v. The conditional use complies with all GO design standards as provided in section 105-4.

~~E~~**F**. *Transit facilities:*

1. Developments greater than 100,000 square feet shall designate a minimum 100 square foot area on the site plan as a transit stop if requested by the Bayway Transit System.

~~F~~**G**. *Seasonal sales:*

1. Seasonal sales items shall not occupy any required parking spaces, parking lot aisles, or required landscaping buffers or areas.

Chapter 116, DEFINITIONS

Formula-based businesses. Retail sales establishments, restaurants, taverns, bars, or take-out food establishments that maintain a standardized array of services, merchandise, decor, business methods, architecture, layout, uniform, or similar features. These businesses are often required by contract, business model, or practice to maintain these standardized characteristics, and are typically associated with franchises or use a trademark, logo, service mark, or other mutually identifying name or symbol shared by 15 or more commercial businesses.

SECTION 2. All codes, ordinances and resolutions, or parts of codes, ordinances and resolutions or portions thereof of the City, in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 3. If any section, subsection, sentence, clause, phrase, word, or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 4. The provisions of this ordinance shall become and be made part of the Unified Land Development Code of the City. The sections of this ordinance may be renumbered or re-lettered to accomplish such intention.

SECTION 5. This ordinance shall take effect immediately upon its passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Commission of the City of Panama City on the 16th day of December, 2025.

See Attached Signature Page

CITY OF PANAMA CITY, FLORIDA
A Municipal Corporation,

_____
Allan Branch, Mayor

ATTEST:

_____
Janette Smith, CPA, CMC, City Clerk-Treasurer

APPROVED AS TO FORM AND CORRECTNESS:

_____
Nevin J. Zimmerman, City Attorney

Development Services Department
Staff Report

Staff findings of consistency with the pertinent Florida Statutes, the Community Planning and Land Development Regulations (hereafter referred to as the LDRs) and the Comprehensive Plan (hereafter referred to as the Comp Plan) along with the staff recommendations are as follows:

Unified Land Development Code Text Amendment Sections 102-40 and 104-66, Gateway Overlay District Prohibited and Conditional Uses CPC-PLN-2026-0072	
Staff Report Date	October 31, 2025
Planning Board Meeting Date	Public Hearing: November 10, 2025
City Commission Meeting Date(s)	First Public Hearing: November 18, 2025 tabled to December 15, 2025 Second and Final Public Hearing: January 13, 2026
Meeting Type	Public Hearing
Staff Information	J. Michael Fuller, Director, Development Services Department
Action Necessary	Yes
Staff Recommendation	APPROVE
Attachment (s) Included	Proposed Ordinance Amending the Unified Land Development Code

Application Summary:

Case Number	CPC-PLN-2026-0072
Application Type	Unified Land Development Code Text Amendment
Applicant	City of Panama City Development Services Department
Text Amendment Request	AMEND Chater 102, Administrative Processes, Section 102-40, Conditional Use Permits; Chapter 104, Zoning Districts, Section 104-66, Gateway Overaly (GO) (Formerly Known as the Tourist Corrdior Overlay); and Chapter 116 Definitions of the Unified Land Develompent Code Regardign Prohibited Uses and Conditional Uses in the Gateway Overlay District.

Department and Agency Comments:

Public Works	None.
Other Considerations	None.

Relevant Rules and Policies:

- **Section 163.3202(2), Florida Statutes**
  (2) Local land development regulations shall contain specific and detailed provisions necessary or desirable to implement the adopted comprehensive plan and shall at a minimum:

(a) Regulate the subdivision of land.
(b) Regulate the use of land and water for those land use categories included in the land use element and ensure the compatibility of adjacent uses and provide for open space.
(c) Provide for protection of potable water wellfields.
(d) Regulate areas subject to seasonal and periodic flooding and provide for drainage and stormwater management.
(e) Ensure the protection of environmentally sensitive lands designated in the comprehensive plan.
(f) Regulate signage.
(g) Provide that public facilities and services meet or exceed the standards established in the capital improvements element required by s. 163.3177 and are available when needed for the development, or that development orders and permits are conditioned on the availability of these public facilities and services necessary to serve the proposed development. A local government may not issue a development order or permit that results in a reduction in the level of services for the affected public facilities below the level of services provided in the local government's comprehensive plan.
(h) Ensure safe and convenient onsite traffic flow, considering needed vehicle parking.
(i) Maintain the existing density of residential properties or recreational vehicle parks if the properties are intended for residential use and are located in the unincorporated areas that have sufficient infrastructure, as determined by a local governing authority, and are not located within a coastal high-hazard area under s. 163.3178.
(j) Incorporate preexisting development orders identified pursuant to s. 163.3167(3).

- **<u>Comprehensive Plan Goals, Objectives and Policies</u>**

Future Land Use Element:

Goal 1A: Establish a defined pattern of land use intended to guide the provision of public facilities and provide predictability in managing development

Objective 1.4: The City has adopted Land Development Regulations which contain specific provisions for implementation of this Plan. Such regulations will contain innovative land use management provisions such as for mixed use areas and planned unit developments.

Policy 1.4.1: The City will administer land development regulations for implementation of the Comprehensive Plan. At minimum, these regulations will:

(b) Regulate the use of land and water consistent with this Element and ensure the compatibility of adjacent land uses through provision of or reference to specific and detailed requirements which will include, but not be limited to, maintenance of an official land use map, maintenance of land use districts and allowable uses including accessory land uses, maintenance of environmental protection and development standards, creation of measures to reduce the potential for nuisances caused by incompatible land uses, provisions for the elimination of non-conforming uses, and other such relevant requirements.

- **<u>Unified Land Development Code Regulations</u>**

Sec. 102-40. Conditional use permits.

Each zoning district may include designated conditional uses. A conditional use is a land use which may be appropriate in a designated zoning district but due to its nature, extent, performance, and possible external effects requires case-by-case review of its location, design, functions, impacts, and methods of operation before it can be deemed appropriate in the district and compatible with its surroundings.

A. Applicability. A conditional use permit approved in accordance with this section is required before development or establishment of any use designated as a conditional use in any zoning district.

B. A request for a conditional use permit shall be submitted to the planning department on forms the city provides. The request shall be subject to review and approval by the planning board. A request for conditional use permit may be considered at any regular or special meeting in accordance with section 102-45.

C. Standard site plan and conditional use application items pursuant to section 102-30.E. shall be provided. When the proposed conditional use requires new improvements on the site or substantial changes to existing improvements, the applicable development approval, applicable building permit, and the conditional use permit must be issued before any work can be performed on the site or the conditional use established. However, should the applicant choose to obtain permits for improvements and conduct work in anticipation of issuance of a conditional use permit, the improvements are not allowed to be used for the proposed conditional use unless and until the conditional use permit has been issued. At the applicant's discretion, a development order application and conditional use permit application may be submitted concurrently.

D. Conditional use permit review criteria; city action.

1. The planning board shall hold its public hearing and, after consideration of the staff recommendation and public input, if any, may deny, approve or approve with conditions the request for the conditional use permit, based on its determination that the applicant has demonstrated that the criteria in subsections (2) through (5) as applicable have been met.

2. Except for community residences, recovery communities, and congregate living facilities, a conditional use permit shall only be granted if:

a. Reserved.

b. Reserved.

3. Conditional use permits for community residences shall be granted pursuant to the applicable standards in section 110-9.

4. Conditional use permits for recovery communities shall be granted pursuant to the applicable standards in section 110-10.

5. Conditional use permits for congregate living facilities shall be granted pursuant to the applicable standards in section 110-11.

E. Conditions of approval and safeguards may be imposed in order to mitigate potential adverse impacts and to ensure that the intent and purpose of this ULDC is maintained. Violation of such conditions and safeguards shall be deemed a violation of this ULDC. Conditions of approval may address but are not limited to:

1. Special setbacks, open spaces and buffer areas
2. Fences and walls
3. Parking facilities, including vehicular access and egress and the surfacing of parking areas and driveways
4. Regulation of operating hours for activities affecting normal neighborhood schedules and functions
5. Regulation of signs
6. Street and highway dedication and improvements, including sidewalks, curbs and gutters
7. Landscaping and maintenance of grounds
8. Regulation of nuisance factors such as noise, vibrations, smoke, dust, odors, and glare
9. Such other conditions as will make possible the development of the proposed conditional use in an orderly and efficient manner and in general accord with all elements of the comprehensive plan, and the intent and purpose of this ULDC.

F. Issuance, terms and validity of conditional use permit.

1. Upon approval of a conditional use permit, the planning department shall within ten days of such approval send notification to the applicant and property owner advising him or her of the terms of the permit.

2. Unless the planning board specifies otherwise, a conditional use permit shall automatically expire within one year of the approval date unless the use the conditional use permit authorizes has commenced operating and been diligently continued, or the permit holder has obtained an extension of this time period from the planning board as described in this section. In the event of an appeal or litigation, the term of the permit shall not begin to run until the decision is final.

3. A conditional use permit shall run with the land until it expires or is revoked.

4. Abandonment or discontinuance. A conditional use permit shall automatically expire if the authorized use is discontinued and not resumed within six months of its discontinuance unless the planning board grants an extension of this time period as described in this section. The permit holder must submit extension request prior to the end of this six month period.

5. Extension. The permit holder shall submit an extension request in writing that explains the circumstances necessitating the request and pay the required filing fee before the conditional use permit expiration date. The planning board may approve, approve with conditions or deny the request following a public hearing in accordance with section 102-45.

6. Modification and revocation. The planning board shall conduct a public hearing pursuant to section 102-45 to modify or revoke any conditional use permit. The city retains the right to review and modify any conditional use permit granted and approved hereunder for any violations of the conditions imposed on such permit, if it determines the permit was obtained in a fraudulent manner, or the use or related development constitutes a nuisance. The planning department shall notify via certified mail the person owning, operating and/or any other person having an interest in the property for which a revocation or modification has been proposed before the public hearing and after its conclusion.

7. When a conditional use permit request has been denied and any appeal or challenge has been exhausted, no substantially equivalent request for a conditional use permit shall be considered for a period of 12 months from the date the denial became final, unless the acting body at the time of the action waives this restriction.

(Ord. No. 3142, § 1, 4-11-2023)

Sec. 104-66. Gateway Overlay (GO) (formerly known as the Tourist Corridor Overlay).

A. Purpose. The purpose of the Gateway Overlay (GO) is to promote the general health, safety and welfare of the community; to create a sense of place that is aesthetically appealing for those traveling through the city; to

encourage innovative development projects that set standards for landscaping, community design and aesthetics; to establish consistent and harmonious design standards for public improvements and private property development along important gateway corridors so as to unify the distinctive visual quality of the corridor.

B. District defined. The Gateway Overlay (GO) district applies to non-residential land parcels of record within 400 feet of the roadway on each side of the road within the city along the following major roadways:

1. U.S. Highway 98/15th Street;
2. Harrison Avenue, from 15th Street (U.S. Highway 98) to the Panama City Marina;
3. Highway 368/23rd Street;
4. Business U.S. Highway 98;
5. Highway 390;
6. Highway 77;
7. U.S. Highway 231, from 23rd Street to 15th Street; and
8. 11th Street, from Lisenby Avenue to Beck Avenue

No certificate of occupancy regarding any building permit or development order shall be granted prior to assurance that the requirements of this chapter have been met.

C. Design requirements. Refer to chapter 105 for design requirements in the GO.

D. Prohibited uses:

1. The following uses are prohibited in the GO:
   - i. Sale and use of mobile/manufactured homes;
   - ii. Flea markets; bazaars, yard sales, or similar sales;
   - iii. Any business commonly known as "check cashing," or any business which, as a material part of its services, provides future employment wages or other compensation (often known as "payday loans," or "payday advances");
   - iv. Dating services, escort services, valet services;
   - v. Pawnshops, as defined by F.S. § 539.001(2);
   - vi. Bail bond agencies, as defined by F.S. § 648.25(1);
   - vii. Palm readers, fortune tellers, tarot card readers, psychics, and similar businesses;
   - viii. Bottle clubs;
   - ix. Any business which, as a material part of its services, provides loans secured by vehicle titles (often known as "car-title loans");
   - x. Impound yards; automobile wrecking; recycling yards; and similar uses;
   - xi. Recreational vehicle (RV) sales, storage, repair (except for projects approved by the city commission);
   - xii. Stand-alone car wash facilities (excluding the express and conveyorized, automated tunnel car washes);
   - xiii. Mobile home parks;
   - xiv. Heavy equipment sales, service, and storage;
   - xv. Self-service storage facilities;
   - xvi. Dispatch office and vehicle fleet parking, storage and maintenance;
   - xvii. Labor pools;
   - xviii. Adult entertainment;
   - xix. Manufacturing of chemical products;
   - xx. Contractor storage or salvage yard;
   - xxi. Towing service and
   - xxii. Window tinting.

E. Transit facilities:

1. Developments greater than 100,000 square feet shall designate a minimum 100 square foot area on the site plan as a transit stop if requested by the Bayway Transit System.

F. Seasonal sales:

1. Seasonal sales items shall not occupy any required parking spaces, parking lot aisles, or required landscaping buffers or areas.

(Ord. No. 2675, § 1(Exh. A), 3-12-2019; Ord. No. 3016, § 1(Exh. A), 8-24-2021; Ord. No. 3171, § 1, 9-26-2023)

Staff Findings

Staff is requesting an amendment to section Sec. 102-40 and Sec. 104-66 and Chapter 116 of the Unified Land Development Code (ULDC) of the City of Panama City. The amendment will provide for certain conditional uses in the Gateway Overlay (GO) District. The proposed amendment will require the following uses obtain a conditional use permit:

a) Recreational vehicle (RV) sales, storage, repair;
b) Vape shops/stores;
b) Formula based businesses;
c) Drive-thrus;
d) Bars and night clubs;
e) Gas Stations;
f) Pharmacies and dispensaries

The amendment would potentially allow several currently prohibited uses (i.e. bail bonds, pawn shops, bottle clubs, etc.) to be allowed in the GO upon approval of a conditional use permit. The amendment provides specific standards for conditional uses. See attached Ordinance No. 3294.

Staff recommends the City of Panama City Planning Board transmit a recommendation of approval to the City Commission, and the City Commission approve the text amendment request.

City of Panama City
Gateway Overlay Districts
200 Foot Buffers
January 2026

0 0.25 0.5 0.75 1 Miles

City of Panama City
Gateway Overlay Districts
400 Foot Buffers
January 2026

0 0.25 0.5 0.75 1 Miles

City of Panama City
Gateway Overlay Districts
200 & 400 Foot Buffers
January 2026

0 0.25 0.5 0.75 1 Miles

City of Panama City, Florida
501 Harrison Avenue, Panama City, FL 32401
(850) 872-3000 | panamacity.gov

Agenda Item Request Form

ITEM: Consideration to conduct second and final reading to adopt Ordinance No. 3296 amending Chapter 17 of Municipal Code – Protection of Public and Private Rights.

BACKGROUND INFORMATION: Attached for the Commission's consideration is Ordinance No. 3296. As discussed in the City Commission Virtual Workshop on November 3, 2025, updates to the Special Event ordinance have been necessary since the last revision under Ordinance No. 3075, approved on October 11, 2022. The Commission held the first reading of this ordinance on December 16, 2025.

In 2024, the name of the overseeing department was officially changed from the Quality of Life Department to the Parks, Culture and Recreation Department, and this ordinance updates that reference throughout the document to ensure consistency.

Additionally, this amendment removes the previous classifications of special events as "small" or "large." Event categories will now be more clearly defined within the forthcoming Special Events Handbook, which will be presented under a separate Resolution outlining all related revisions.

DEPARTMENT HEAD RECOMMENDATION: Staff recommends the Commission to adopt Ordinance No. 3296

Budget Impact

Budgeted? Yes: ☐ No: ☐ How Much budgeted? N/A
If more, where do you suggest funds come from? N/A

Prepared By: Nadia Dawson, Media and Permitting Specialist **Date:** 1/5/2026
Reviewed By: Brandy Waldron, Assistant City Manager **Date:** 1/5/2026
Reviewed By: Jared Jones, Assistant City Manager **Date:** 1/5/2026
Approved By: Jonathan H. Hayes, City Manager **Date:** 1/5/2026

ORDINANCE NO. 3296

AN ORDINANCE AMENDING CHAPTER 17 – PROTECTION OF PUBLIC AND PRIVATE RIGHTS; SEPARATING INTO ARTICLES FOR EASIER INTERPRETATION; PROVIDING FOR DEFINITIONS; PROVIDING FOR A MORE STREAMLINED SPECIAL EVENTS APPLICATION PROCESS; PROVIDING WHICH HOLIDAYS SPECIAL EVENTS ARE PROHIBITED ON; SUBSTITUTING THE QUALITY OF LIFE DEPARTMENT; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR THE SEVERABILITY OF ANY PART OF THIS ORDINANCE DECLARED INVALID; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the City of Panama City ("City") is a municipality granted home rule authority pursuant to Article VIII, Section 2 of the Constitution of the State of Florida and Section 166.021, Florida Statutes, constitutionally and statutorily guaranteeing it the right to exercise its governmental, corporate, and proprietary powers for municipal purposes, including to regulate for the protection of the public health, safety, and welfare; and

WHEREAS, the City Commission of the City of Panama City finds that having special events promotes the economic vitality and quality of life of the Citizens of Panama City;

WHEREAS, the City Commission finds that having a special events application handled by the Parks, Culture and Recreation Department, formerly known as the Quality of Life Department promotes this vision;

WHEREAS, the City Commission also finds that the welfare of the staff members of the City of Panama City is of such importance to restrict special events from certain Holidays to allow for the support and wellbeing of the staff;

WHEREAS, the City Commission has found that in the current climate of social media, events can be promoted quickly and unintentionally resulting in a drain of municipal resources and this unintentional need of municipal resources for only one location of the City can have a negative impact on the rest of the City.

NOW THEREFORE, IT IS ORDAINED by the City Commission of Panama City, Florida, the amendment of Chapter 17 as follows:

SECTION 1. From and after the effective date of this Ordinance, Chapter 17 of the City's Code of Ordinances is created to read as follows:

(~~Strikethrough~~ text is being deleted; <u>Underlined</u> text is being added.)

ARTICLE I – PROTECTION OF PUBLIC PLACES

Sec. 17-1. Definition of Public Property.

All definitions in Article I, Article II and Article III apply to Chapter 17.

The term "*public property*" shall mean property owned, leased, operated or managed by a government or one of its agencies, divisions or entities, including, but not limited to, structures, conveyances, parks, beach park, public natural area, public recreation area, trails, playgrounds, streets, sidewalks, rights-of-way, libraries, docks, pavilions, parking lots, vacant lots, fenced land, posted land, easements, kayak launches, gateways, community centers, clubhouses, and other property generally used by the public. This definition shall not include school property or school safety zones as those terms are defined in F.S. Ch. 810 and government or one of its agencies' owned property that is leased to a private person or another entity.

Sec. 17- 2. Solicitation and panhandling prohibited.

(a) It is the finding of the city that aggressive solicitation and panhandling is disruptive to residents and businesses and contributes to the loss of access to and the enjoyment of public places and to a sense of fear, intimidation and disorder. It is the intent of the city to protect citizens from disruption, fear and intimidation accompanying certain kinds of panhandling and solicitation activities and not to limit constitutionally protected activity.

(b) Panhandling and solicitation is a verbal communication by a person to another requesting an immediate donation of money or other gratuity from another, and includes, but is not limited to, seeking donations by vocal appeal or other thing of value including the purchase of an item or service for an amount exceeding its value under circumstances where a reasonable person would understand that the purchase is a donation. However, aggressive panhandling and solicitations shall not include the act of passively standing or sitting with a sign or other indication that a donation is being sought, without any vocal request other than in response to an inquiry by another person.

(c) Aggressive panhandling and solicitation include, but are not limited to the following:

(1) Touching the solicited person without the solicited person's consent;

(2) Panhandling a person while such person is standing in line and waiting to be admitted to a commercial establishment;

(3) Blocking the path of a person being solicited or the entrance to any building or vehicle;

(4) Following behind, ahead or alongside a person who walks away from the panhandler after being solicited;

(5) Approaching and coming within five feet of a person unless the person has agreed to make a donation;

(6) Using profane or abusive language, either during the solicitation or following a refusal to make a donation, or making any statement, gesture, or other communication which would cause a reasonable person to be fearful or feel compelled to make a donation;

(7) Panhandling in a group of two or more persons.

(d) Panhandling and solicitations are prohibited at the following locations:

(1) Vehicular transportation stops.

(2) Public restrooms;

(3) In a public transportation vehicle or facility;

(4) In a sidewalk cafe or within 15 feet of the cafe;

(5) Within 15 feet of any ATM or bank;

(6) Within four feet of any occupied passenger vehicle on the street;

(7) Public parks or property; or public entertainment venue or within 15 feet of any entryways or exists thereto;

(8) Within 15 feet of property housing a gasoline service station;

(9) Within 15 feet of any property housing a liquor store;

(10) Within 15 feet of any property housing a grocery store or convenience store;

(11) Within 15 feet of any property housing a check cashing business;

(12) Within 30 feet of any intersection having pedestrian crosswalks.

(e) Roadway solicitation and panhandling:

(1) No person shall stand, sit, or remain next to or in any roadway or street or when the shoulder of any street or roadway or upon a neutral ground of any street or roadway or any median thereon for the purpose of begging, soliciting funds, conducting business of any nature, distribution of handbills, or other objects, requesting a ride, soliciting employment making known his or her availability for work, employment or business or a charitable contribution or any other service or accommodation to or from the drivers of occupants of any vehicle;

(2) The prohibitions against standing on a median, that divides the lanes of traffic shall not apply persons stopping or standing in the median while in process of crossing the street or roadway;

(3) The ordinance shall not apply to any governmental activity or lawful construction or repair work within the rights-of-way.

Sec. 17- 3. Municipal parks.

(a) Unless a sign is posted stating otherwise, all public parks of the city are opened from 5:00 a.m. to 9:00 p.m. It shall be unlawful of any person to be on the park grounds and facilities when it is not opened.

(b) Except for governmental activities and or other permitted activities authorized by the city within it governmental authority it shall be unlawful for a person to do any of the following on the park grounds:

(1) Lie or otherwise be in a horizontal position on a park bench or grounds where prohibited by signs;

(2) Sleep on park grounds at any time during the hours from sunset to sunrise of the following day;

(3) Construct any hut, shanty, or other shelter;

(4) Cook foodstuffs except where facilities for such preparations are provided by the city;

(5) Set or stoke a fire except where appropriate facilities are provided by the city;

(6) Discharge or deposit human wastes, except in toilet facilities provided or approved by the city;

(7) Dig holes or otherwise disturb the natural surface of the ground;

(8) Pick flowers or damage or remove plants, trees, shrubs, or any part of the park grounds;

(9) Erect signs or affix signs to any tree, post or park facility or grounds, except signs posted by the city;

(10) Kill, injure, harm, capture, chase, poison, or remove any wildlife, animal, bird, or touch, break, remove, or relocate any bird egg located above, upon or under park grounds;

(11) Write on, draw on, or otherwise deface, damage, remove or destroy any park facility or any part of the park grounds;

(12) Purchase, sell, offer for sale, possess or consume any alcoholic beverages as defined by the laws of Florida,

(13) Sleep or otherwise be or remain in any bushes, shrubs, or other foliage;

(14) Use public restrooms to shave and/or shower; provided, however, that showering is permitted where shower facilities are specifically provided for public use;

(15) Sit in or on any trash receptacles, planters, or newspaper dispensers provided for public use;

(16) It is unlawful for any person to carry, possess or drink from any open glass container in the public parks or on the sidewalks and streets while attending special events, i.e., parades, Mardi Gras, etc., without the consent of the city;

(17) Bathe or otherwise be or remain in a water fountain and/or reservoir;

(18) To stop, stand, or park any motor vehicle or trailer in an area not specifically designated for parking.

Sec. 17- 4. Glass containers in public venues prohibited.

(a) An *open glass container* is defined as:

(1) Any drinking vessel made of glass, excluding drinking glasses in their original package that contain no liquid; or

(2) A container made of glass upon which the seal has been broken and which by virtue of its labeling or contents would normally contain a consumable beverage.

(b) Should a violation occur in the presence of a law enforcement officer, the officer shall advise the offender of the provisions of this chapter and direct the offender to:

(1) Immediately depart from the public property; or

(2) To immediately dispose of the glass container and its contents. Should the offender refuse to comply with the requests of the officer, the offender will be arrested and charged pursuant to F.S. § 843.02, resisting officer without violence to his or her person.

(c) The provisions of this chapter shall not apply to persons engaged in picking up or transporting empty bottles for recycling or disposal or to persons taking part in litter control programs.

Sec. 17- 5. Alcohol consumption on public title properties and buildings prohibited.

(a) *"Alcoholic beverage"* means all beverages containing more than one percent of alcohol by weight;

(b) The manufacturer's label on the beverage container shall be prima facie evidence that the substance in such container was and is an alcoholic beverage as defined in this section;

(c) Any person or persons who by experience in the past in the handling or use of alcoholic beverages, or who by taste, smell, or the drinking of such beverages has knowledge as to the alcoholic nature thereof, may testify as to his opinion whether such beverage is or is not alcoholic;

(d) Without permission of the city by permit, licensure or otherwise it is unlawful for person or entity to possess an open container having alcohol therein or to consume, purchase or sell or distribute an alcoholic beverage in or on public properties, i.e., streets, sidewalks, marinas, parks, building and other public venues. Public properties would include premises leased by city.

Sec. 17- 6. Obstruction of sidewalks and streets.

(a) It shall be unlawful for any person or group of persons to obstruct or cause to be obstructed any public space parallel to any public sidewalk including linear streets, rights-of-way, alleys or entrance that prevents the free and proper use thereof.

(b) No person shall sit or lie down on a public sidewalk or upon a blanket, chair, stool or any other object placed upon public sidewalk. This prohibition shall not apply to a person sitting or lying on a public sidewalk because of a medical emergency, because of a person's disability requiring the use of wheelchairs, walkers or similar appliances, attendance at an authorized event by the city occupying the adjacent streets, or sitting on a bench or chair supplied or authorized by the city.

(c) If the gathering is in response to an entertaining event, the police will have the right to order the people involved in the event to cease the performance or be subject to a violation of this section.

(d) Obstructing of streets or sidewalk passages caused by governmental repairs or a parade shall not cause a violation thereof.

Sec. 17-7. Large group feeding in parks and park facilities owned or controlled by the city.

Except for activities of a governmental agency within the scope of its governmental authority, or unless specifically permitted to do so by a permit or approval issued pursuant to this chapter or by City Commission:

(1) It is unlawful to knowingly sponsor, conduct, or participate in the distribution or service of food at a large group feeding at a park or park facility owned or controlled by the City of Panama City without a large group feeding permit issued by the City, through the ~~Quality of Life~~ Parks, Culture and Recreation Department (herein known as the "Department") and approved by the City Commission or the City Manager.

(2) It is unlawful to fail to produce and display the large group feeding permit during or after a large group feeding, while still on site, to a law enforcement officer upon demand.

(3) Not more than two large group feeding permits shall be issued to the same person, group, or organization for large group feedings for the same park in a 12 consecutive month period.

(4) *Large group feeding* is defined as an event intended to attract, attracting, or likely to attract 25 or more people, including distributors and servers in a park owned or controlled by the city, including adjacent sidewalks and rights-of-way for the delivery of food service. Excluded from this definition are activities of the city licensed or contracted concessionaries, lessees, or licensees.

ARTICLE II – SPECIAL EVENTS

Sec. 17-8. Definitions.

All definitions in Article I, Article II and Article III apply to Chapter 17.

The term "*event venue*" shall mean any contiguous or connected area (improved or unimproved or both and including parcels separated by a street or other public way but coordinated as a whole for the event) under common or coordinated control and used for a special event. An event venue may consist of one (1) or more patron gathering spaces, in particular indoor and outdoor spaces but also other types of spaces with different occupancy limits.

The term *"municipal services"* shall mean law enforcement, security, traffic control, emergency medical technician services, fire protection, crowd management, traffic control, parking control, street closure, emergency medical services, garbage or trash facilities or clean-up and sanitation facilities, or any other services necessary for the implementation of a special event within the corporate limits of the City of Panama City performed by employees of the City, the Police department or Fire department.

The term "*special event*" shall mean any assembly of persons that includes, but is not limited to, parades, festivals, road closures, and which also meets one (1) or more of the following six (6) criteria. Each of the first three (3) criteria are specific to a planned event. Each of the last three (3)

criteria are specific to a "pop-up" event. These criteria are to provide guidance to help know when a special event permit should be applied for:

(a) ATTENDANCE ANTICIPATED TO EXCEED VENUE CAPACITY (Planned event). It is reasonably anticipated that the number of persons who will attempt to attend the event at any point in time will exceed the number of persons permitted within the event venue. Event venue capacity shall be the aggregate of the capacity of all patron gathering spaces within the venue. The capacity of each gathering space shall be determined (i) by building or life safety code or other law applicable to that space, and (ii) for each other space at the rate of one (1) person for every seven (7) square feet of horizontal space. Parking lots and driveways and pedestrian ingress and egress routes used as such during the event shall not be considered gathering spaces. This is not authorization for any event to exceed venue capacity.

(b) VEHICLE PARKING ANTICIPATED TO EXCEED ON-SITE CAPACITY (Planned event). It is reasonably anticipated that the number of persons anticipated to attend the event by vehicle will exceed on-site event parking based upon an average factor of five (5) persons per vehicle.

(c) MUNICIPAL RESOURCES ANTICIPATED TO BE REQUIRED (Planned event). The gathering is reasonably anticipated to require for its safe and successful execution the provision or coordination of municipal services by the City or by the event producer to a material degree above that which the City routinely provides under ordinary, everyday circumstances. Municipal services include, but are not limited to fire and police protection, crowd control, traffic control, parking control, street closure, emergency medical services, garbage or trash facilities or clean-up and sanitation facilities (herein "municipal services).

(d) ACTUAL ATTENDANCE EXCEEDS CAPACITY OF THE VENUE (Pop-up Event). The number of persons attending and attempting to attend an unpermitted assembly of persons exceeds at any point in time the number of persons permitted within the event venue or within any gathering space within the event venue.

(e) ACTUAL VEHICLE CONGESTION (Pop-up Event). The number of vehicles actually parked and attempting to park to permit the occupants to join an unpermitted assembly exceeds at any point in time on-site parking available.

(f) MUNICIPAL RESOURCES ACTUALLY REQUIRED (Pop-up Event). The municipal services required for an unpermitted assembly exceed at any point in time the level of municipal services typically available from the City for that time and season after taking into consideration the similar, municipal-type services provided by the person or persons, if any, encouraging the assembly.

Sec. 17- 9. Permits and authorizations required.

(a) No person shall initiate, advertise, engage in, participate in, aid, form, or start any special event unless a special events “save the date” notification has first been made to the ~~Quality of Life~~ Department and, if necessary, approved by the City Manager.

(b) The issuance of a special events permit shall not relieve any person from the duty to secure other permits or approvals as may be required by the City Code to include, but not be limited to, a tent permit, an occupational license, street, lane, or sidewalk use/closure authorization, a permit for loud speaker or other sound amplification device, and approval for sale of items

on public property, permits as required by the Health Department, permits as required by the Department of Agriculture and Consumer Services, and permits for fireworks in accordance with 791.02, Florida Statute, as it may be amended from time to time.

(c) The purpose of this law is to ensure that special events do not endanger public health or safety and to permit the City to understand and prepare for known collateral and secondary effects of special events in the community. The permitting process is not intended to control or regulate special events based on their content, the nature or type of speech involved, or any speaker's viewpoint.

(d) A Special Events Handbook will be adopted by Resolution of the City Commission and will provide fees as they may be adjusted by staff from time to time and includes, but is not limited to, actual costs incurred by the City. Further, the Special Events Handbook will provide for what types of Municipal services are required depending on the type of event.

~~(e) All special events are divided into two (2) classes:~~

~~(1) A *"small event"* being an event with an anticipated, maximum attendance at any point in time of two hundred fifty (250) persons or less.~~

~~(2) A *"large event"* being an event with an anticipated, maximum attendance at any point in time exceeding two hundred fifty (250) persons.~~

Sec. 17-10. Application for special events permit.

Any person seeking the issuance of a special events permit shall file an application with the ~~Quality of Life~~ Department on forms provided by the Department, or the city's website (www.panamacity.gov). The ~~Quality of Life~~ Department shall be responsible for distributing the application to the affected City departments.

(1) *Filing period.*

Each application for a special event permit required by this Article shall contain the information described below and must be filed, and the permit fee paid, no less than the following number of days before the opening of the event to the public, but at no time more than 720 days before:

a. Sixty (60) calendar days for a ~~large event and a small~~ special event.

b Twenty (20) calendar days for a ~~small~~ special event, that does not include street closures of FDOT designated roads, has no alcohol being served, ~~has no advertisement,~~ or does not require any other permits from other State Agencies or City Departments. Further, this type of event can be approved by the City Manager or his or her designee.

Applications shall be reviewed in the order received and priority shall be given to timely filed applications.

(2) *Contents.* The application for a permit shall set forth the following information, and such other information as may from time to time be reasonably required:

a. The name, place of residence, mailing address, and telephone number of the person seeking to conduct the events.

b. If the event is proposed to be conducted for, on behalf of, or by an organization, the name, address, and telephone number of the headquarters of the organization and of the authorized and responsible heads of such organization.

c. The name, place of residence, mailing address, and telephone number of the individual person who will be the event chairperson and who will be responsible for the conduct of the event.

d. The date when the event is to be conducted and a back-up date for the event should a rain-out occur. Availability of City resources will determine the ability to host the rain-out day event.

e. Type of event including a description of the activities which will occur during the event.

f. Event set-up and break down dates and times. The hours when such event will start and terminate.

g. A description of any and all recording equipment, sound amplification equipment, banners, signs, or other attention-getting devices which will be utilized in connection with the event.

h. The approximate number of participants, not including spectators, who will participate in the event.

i. The approximate number of spectators who will be present at or near the event.

j. If the event is designed to be held by, and on behalf of or for, any person other than the applicant, the applicant for such permit shall file with the ~~Quality of Life~~ Department a communication in writing from the person proposing to hold the event, authorizing the applicant to apply for the permit on his behalf.

k. The exact location of the event and if the event is a parade, the location by streets of any marshaling area or areas for such parade. A parking plan shall be included and if any parking will be off premises, then copies of leases or other authorizations for the additional parking must be included.

l. A designation of any public facilities or equipment proposed to be utilized.

m. If the application is for a parade, it also shall set forth the following information:

    1. The time at which units of the parade will begin to arrive at the marshaling area or areas, and the times at which all such units will be disbursed there from.

    2. The route to be traveled, including the starting point and the termination point.

    3. The approximate number of persons who, and animals and vehicles which will constitute such parade, the type of animals, and description of the vehicles.

4. A statement as to whether the parade will occupy all or only a portion of the width of the streets or sidewalks to be used.

n. Whether alcoholic beverages will be sold or served at the event.

o. If the event is a run/walk or parade event, select one of the predetermined routes in the Special Events Handbook.

p. For non-profit organization-sponsored events, proof of non-profit status is required in the form of an IRS determination letter. A proposed budget for the event prepared by the applicant and information on how and to whom the gross revenues shall be allocated as requested by the City. Proof of charitable donation is required.

(3) *Fees.*

a. A non-refundable special event fee to cover the administrative cost of processing the permit must accompany the application for a permit. The fee schedule shall be subject to adjustment from time to time by resolution of the City Commission. The fee schedule will be outlined in the Special Events Handbook.

b. If the application is for the use of any city property or if any City services shall be required for the event, the applicant shall pay, prior to the issuance of a permit, the charges thereof in accordance with a schedule of fees approved by City Commission, as listed in the Special Events Handbook.

c. For special events located within the City of Panama City, the permittee shall be responsible for any damage caused to public property during the event by participants or vendors. The permittee shall post a security deposit with the City to cover the cost of clean-up or repairing any damage to the hardscape, furnishings, landscape, roadway clean up, water, electrical, or security not covered in the initial application fees, caused by the special event. The deposit shall be paid to the ~~Quality of Life~~ Department prior to the issuance of a permit. The ~~Quality of Life~~ Department will inspect the special event area prior to the event and any pre-existing damage will be noted in a damage report. The ~~Quality of Life~~ Department will inspect the special event area after the event and determine if any damage was incurred during the event, including set-up and take down. The cost of repairing or replacing any damaged items or areas shall be deducted from the security deposit, and the balance remaining, if any, shall be returned to the permitted within thirty (30) days of the date of the event. If the cost of repair or replacement exceeds the amount of the security deposit, the City shall invoice the permittee for the excess amount. The permittee shall pay such amount within ten (10) days of his or her receipt of the invoice, and the permit holder shall not be eligible to apply for a special event permit until such amount is paid in full.

d. The special event fee and security deposit shall be waived by the City Commission if the activity proposed by the applicant involves (1) expressive speech protected by the First Amendment to the United States Constitution, (2) will occur in a public forum, (3) the fees would be so financially burdensome that it would preclude the applicant from exercising First Amendment rights,

and (4) adequate alternate channels of expression are not available. The City shall put the applicant's request on the agenda of the next City Commission meeting and promptly advise the applicant of its decision and the reasons for it. An applicant wishing to appeal the decision of the City may file a request for immediate judicial review with a court having jurisdiction thereof.

Sec. 17-11. Police, Fire and Medical Services.

The Chief of Police shall determine whether and to what extent additional police protection reasonably will be necessary for the event for purposes of traffic control and public safety. The Chief of Police shall base this decision on the size, location, duration, time, and date of the event, the expected sale or service of alcoholic beverages, the number of streets and intersections to be blocked, and the need to detour or preempt ordinary citizen travel and use of the streets and sidewalks. The content of the speech or event will not be a factor in determining the amount of police protection necessary. If possible, without disruption of ordinary police services or compromise to public safety, the event will be policed by regularly scheduled on-duty personnel. If additional police protection for the event is deemed necessary by the chief of police, he or she shall so inform the applicant for the permit. The applicant then shall have the duty to secure the police protection deemed necessary by the chief of police at the sole expense of the applicant who shall prepay the prescribed amount in the Special Events Handbook of the estimated expenses of such protection. The event organizer will be responsible to pay each additional required officer's wage at an amount of time and a half for each officer, directly to the City of Panama City. In the event that the overall number of officers needed for security requires the use of officers from neighboring agencies, the organizer will be responsible for any and all wages owed to the neighboring agencies. The Police Department will determine the duties and responsibilities of any officers assigned to the event. Officers assigned to an event will remain under the direction and control of the Police Department supervisor. The supervising officer will be responsible for coordinating with the event organizer.

The Fire Chief shall determine whether and to what extent additional fire and medical services will be necessary for the event for purposes of public safety. The Fire Chief shall base this decision on the size, location, duration, time, and date of the event, and the expected sale or service of alcoholic beverages. If possible, without disruption of ordinary emergency services or compromise to public safety, the event will be serviced by regularly scheduled on-duty personnel. If additional fire/medical services for the event is deemed necessary by the Fire Chief, he or she shall so inform the applicant for the permit. The applicant then shall have the duty to secure the services deemed necessary by the Fire Chief at the sole expense of the applicant who shall prepay the prescribed amount in the Special Events Handbook of the estimated expenses of such services. The rate for these services shall be prescribed in the Special Events Handbook. The Fire Department will determine the duties and responsibilities of any personnel assigned to the event. Personnel assigned to an event will remain under the direction and control of the Fire Department supervisor. The supervisor will be responsible for coordinating with the event organizer.

100% of costs for ambulance or EMS services, if required, shall be the sole responsibility of the applicant. These services are provided by Bay County.

Cost for police and fire services provided by the City of Panama City shall be at a rate designated in the Special Events Handbook as approved by the City Commission. Payment will be made to the City.

Sec. 17- 12. Public issue speech.

Persons exercising their first amendment rights by engaging in events, parades, assemblies, or demonstrations conducted for the sole or primary purpose of public issue speech shall not be required to pay the costs of any police or fire services provided by the City at the event. The City may designate locations for the expression of First Amendment Speech that will minimize costs to the persons exercising their first amendment rights and allows for the maintenance of safety and security.

Sec. 17- 13. Standards for issuance of permit.

(a) The ~~Quality of Life~~ Department shall issue a permit upon the approval of the City Commission or the City Manager, if it appears that:

(1) The conduct of the event will not interrupt substantially the safe and orderly movement of other pedestrian or vehicular traffic in or contiguous to the route or location of the event.

(2) The concentration of persons, animals, and/or vehicles at the event will not interfere unduly with proper fire and police service of, or ambulance service to, areas contiguous to the event area or other areas of the city.

(3) Adequate sanitation and other required health facilities are, or will be available, in or adjacent to the event area.

(4) There are sufficient parking places near to the site of the event to accommodate the approximate number of vehicles reasonably expected to be driven to the event. Parking requirements also include, but are not limited to, providing for safe pedestrian traffic to and from the special event.

(5) The applicant has secured police and/or fire services, if required for such things as controlling traffic or other public safety, but at no time will police and/or fire services be hired to provide safety and security measures on certain private premises, such as alcohol establishments premises. Any required safety and security measures will be the sole responsibility of the applicant.

(6) If the event is a parade, such parade is not to be held for the primary purpose of advertising any product, goods, or event, which is primarily for private profit, and the event itself is not primarily for profit; provided, however, the prohibition against advertising any product, goods, or event shall not apply to signs identifying organizations or sponsors furnishing or sponsoring exhibits or structures used in the conduct of the event.

(7) No special event permit application for the same time and location has been received which has been or will be granted.

(8) No special event permit application for the same time, but in another location, has been received which has been or will be granted where the police and/or fire services required for that prior special event is so great that in combination with the subsequent proposed

application, the resulting deployment of police and/or fire_services would have an immediate and adverse effect upon the welfare and safety of persons and property at the Police Chief's and/or Fire Chief's discretion.

(9) No event is scheduled elsewhere in the city where the police and/or fire services required for that event are so great that the deployment of police and/or fire_services for the proposed event would have an immediate and adverse effect upon the welfare and safety of persons and property.

(10) No permit shall be granted which allows for the erection or placement of any structure, whether permanent or temporary, on a city street, sidewalk, or right-of-way unless advance approval for the erection or placement of said structure has been obtained from the City Commission.

(11) Decisions on special event applications on City holidays will be made based on the availability of City resources, however, no special event application will be approved for any events scheduled on Good Friday, Easter weekend, Thanksgiving Day and the three days following, Christmas Eve or Christmas Day.

(12) There will only be one "large" special event application approved per day for the following events: Mardi Gras, Fourth of July, Octoberfest, Veteran's Day, Memorial Day, and the Christmas Parade.

(13) All Fats, Oil, and Grease ("FOG") Producing Establishments ("FPE") acknowledge FOG control practices outlined in section 23-504.

(14) All FPEs acknowledge wastewater (black water) control practices outlined in section 23-509.

Sec. 17- 14. Alternative permit.

If the City Commission or the City Manager denies an application for a permit they may, in the interest of traffic control and public safety, authorize the conduct of the event on a date, at a time, over a route, or in a location different from that named by the applicant. An applicant desiring to accept an alternate permit shall, within five (5) days after notice of the action of the City Commission or the City Manager, file a written notice of acceptance with the City Commission by delivering to the ~~Quality of Life~~ Department. An alternate permit shall conform to the requirements of, and shall have the effect of, a permit under this chapter.

Sec. 17- 15. Duties of permittee.

(a) A permittee hereunder shall comply with all permit directions, the Special Events Handbook, and conditions, and with all applicable laws and ordinances.

(b) The event chairperson or other person heading or leading such event shall carry the permit upon his person during the conduct of the event and shall display the permit upon demand to any Police Officer or a representative designated by the ~~Quality of Life~~ Department of the City of Panama City.

(c) A permittee hereunder shall clean the public assembly area, including all closed streets, sidewalks, rights of way, hardscape and landscape areas, within 24 hours of the end of the event, unless such time period is modified and coordinated by the ~~Quality of Life~~ Director of the Department. Cleaning shall be conducted in accordance with the city's guidelines.

(d) The permittee shall not dump or allow the dumping of grease from vendor carts or other food service equipment on any street, sidewalk, right-of-way, streetscape, landscape area, or park grounds.

(e) If a public feeding is involved, porta potties or like accommodations must be provided by the applicant and removed out of any vehicular or pedestrian travel lanes no later than the next business day after the event. However, any porta potties or like accommodations that are located in the roadway shall be removed from the roadway immediately after the event. The number of units shall comply with City guidelines.

(f). The permittee shall be financially responsible for any cleaning, replacement and repair of municipal property or its accompanying articles required to be done by the City after the completion of the special event.

(g) The permittee shall be financially responsible for extra personnel hours incurred by the City as a result of the use of City personnel, including public works, the Department ~~Quality of Life,~~ police department, fire department and any other City department that may be needed to monitor, check, observe, control, or otherwise regulate any phase of the special event, including without limitation, any pre-event planning, on-site management of the special event and support in any post-event activities.

Sec. 17- 16. Public conduct during assemblies.

(a) *Interference.* No person shall unreasonably hamper, obstruct, impede, or interfere with any duly permitted event, or with any person, vehicle, or animal participating or used in such event.

(b) *Driving through parades.* No driver of any vehicle, unless specifically permitted by an officer of the Panama City Police Department or assisting law enforcement agency, shall drive between the vehicles of persons comprising a duly licensed parade, when such vehicles or persons are in motion and are conspicuously designated as a parade.

(c) *Parking on parade route or in area near event.* The Chief of Police shall have the authority, when reasonably necessary, to prohibit or restrict the parking of vehicles along a highway or part thereof constituting a part of the route of a parade or an area needed for the safe and efficient flow of traffic to or from an event. The Chief of Police shall post signs to such effect and it shall be unlawful for any person to park or leave unattended any vehicle in violation thereof. All violators will be towed at their own expense.

Sec. 17- 17. Revocation of permit.

The Chief of Police or designee shall have the authority to revoke a permit issued hereunder instantly upon violation of any one or more of the conditions or standards for issuance as herein set forth or when a public emergency arises where the police resources required for that emergency are so great that deployment of police services for the event would have an immediate and adverse effect upon the welfare and safety of persons or property.

The City reserves the right to revoke or temporarily suspend a special event permit after issuance upon the declaration of a state of emergency, the issuance of a tropical storm or hurricane warning, or warning of any and all severe inclement weather or any other emergency incident that requires resources.

Sec. 17- 18. Unlawful discrimination prohibited.

It shall be unlawful for any permittee, or any agent or employee of the permittee, either directly or indirectly:

(1) To unlawfully discriminate against any natural person by refusing, withholding, or denying to such person any of the services, advantages, facilities, or privileges offered or available to any other person attending the event, or by setting different rates or charges therefore, or by placing or attempting to place any such natural person in a separate and segregated section or area at the event.

(2) To publish, circulate, display, post, or mail any written or printed communication or notice to the effect that any of the services, advantages, facilities, or privileges of the event will be refused, withheld, or denied to any natural person on account of the person's race, color, religion, national origin, ancestry, or sex, or that the person's attendance and presence at the event is unwelcome or objectionable, or that the person will be prohibited from mingling with other persons at the event because of the person's race, color, religion, national original, ancestry, or sex.

(3) To aid, abet, incite, or coerce the doing of any act declared herein to be unlawful, or to prevent or attempt to prevent any person from complying with the provisions of this chapter.

Sec. 17- 19. Indemnification and insurance.

(a) *Indemnification.* The applicant and any other persons, organizations, firms or corporations on whose behalf the application is made, by filing a permit application shall represent, stipulate, contract, and agree that they will jointly and severally indemnify and hold the city harmless against liability, including court costs and attorney's fees, and attorney's fees on appeal, for any and all claims for damage to property, or injury to, or death of persons arising out of or resulting from the issuance of the permit or the conduct of the event or any of its participants.

(b) *Insurance.* The applicant shall furnish proof of insurance prepaid certificate of insurance for comprehensive premise liability on public property in a single limit sum of $1,000,000.00, which by its terms designate the city an insured. The city shall place any request to waive insurance on the agenda at the next meeting of the city commission. The city commission shall set forth its reasons for the denying any waiver of any insurance requirements.

(c) *Waiver of insurance requirement; appeal.* The insurance requirement shall be waived by the city if the activity proposed by the applicant involves (1) expressive speech protected by the First Amendment to the United States Constitution, (2) will occur in a public forum, (3) does not include liability of property damage risk factors beyond those typically associated with the ordinary public use of the property, (4) the insurance requirement would be so financially burdensome that it would preclude the applicant from exercising First Amendment rights, and (5) adequate alternate channels of expression are not available. An applicant wishing to appeal

the decision of the city may file a request for immediate judicial review with a court having jurisdiction thereof.

Sec. 17- 20. Block party.

A block party permit shall be applied for in accordance with the procedures set forth in this Article and Sec. 17-10. A block party permit shall be subject to the same requirements as a small event. The City will require barricades for traffic control for any block party. At a minimum, barricades must meet Florida department of Transportation Class 2 requirements.

ARTICLE III – POP-UP SPECIAL EVENTS

Sec. 17-21. Definitions.

All definitions in Article I, Article II and Article III apply to Chapter 17.

The term "*pop-up special event*" shall mean any assembly of persons which also meets one (1) or more of the following six (6) criteria. Each of the first three (3) criteria are specific to a planned event. Each of the last three (3) criteria are specific to a "pop-up" event. The intent of this definition is to provide notice of what types of events should apply for a special event permit. These criteria are to provide guidance to help know when a special event permit should be applied for:

(a) ATTENDANCE ANTICIPATED TO EXCEED VENUE CAPACITY (Planned event). It is reasonably anticipated that the number of persons who will attempt to attend the event at any point in time will exceed the number of persons permitted within the event venue. Event venue capacity shall be the aggregate of the capacity of all patron gathering spaces within the venue. The capacity of each gathering space shall be determined (i) by building or life safety code or other law applicable to that space, and (ii) for each other space at the rate of one (1) person for every seven (7) square feet of horizontal space. Parking lots and driveways and pedestrian ingress and egress routes used as such during the event shall not be considered gathering spaces. This is not authorization for any event to exceed venue capacity.

(b) VEHICLE PARKING ANTICIPATED TO EXCEED ON-SITE CAPACITY (Planned event). It is reasonably anticipated that the number of persons anticipated to attend the event by vehicle will exceed on-site event parking based upon an average factor of five (5) persons per vehicle.

(c) MUNICIPAL RESOURCES ANTICIPATED TO BE REQUIRED (Planned event). The gathering is reasonably anticipated to require for its safe and successful execution the provision or coordination of municipal services by the City or by the event producer to a material degree above that which the City routinely provides under ordinary, everyday circumstances. Municipal services include, but are not limited to fire and police protection, crowd control, traffic control, parking control, street closure, emergency medical services, garbage or trash facilities or clean-up and sanitation facilities (herein "municipal services").

(d) ACTUAL ATTENDANCE EXCEEDS CAPACITY OF THE VENUE (Pop-up Event). The number of persons attending and attempting to attend an unpermitted assembly of persons exceeds at any point in time the number of persons permitted within the event venue or within any gathering space within the event venue.

(e) ACTUAL VEHICLE CONGESTION (Pop-up Event). The number of vehicles actually parked and attempting to park to permit the occupants to join an unpermitted assembly exceeds at any point in time on-site parking available.

(f) MUNICIPAL RESOURCES ACTUALLY REQUIRED (Pop-up Event). The municipal services required for an unpermitted assembly exceed at any point in time the level of municipal services typically available from the City for that time and season after taking into consideration the similar, municipal-type services provided by the person or persons, if any, encouraging the assembly.

Sec. 17-22. – Spontaneous unpermitted assembly ("pop-up events").

The City has found and determined that some events occur spontaneously, without a permit, especially if attendance is promoted through instantaneous, social media and these events turn into special events and can become a hazard or nuisance to the surrounding areas.

(1) If an assembly develops into a special event spontaneously (and therefore without a permit) in either a commercial venue or non-commercial private venue, it shall become the duty of all persons or entities owning or able to control the event venue or who is providing entertainment encouraging the assembly, to take reasonable, diligent and constant measures to reduce the activity or circumstances which caused the assembly to become a special event. The measures to reduce the activity or circumstances are, but not limited to:
    a. Reducing occupancy to the permitted capacity of the venue immediately by evacuating and counting persons back in;
    b. Providing transportation to eliminate off-site parking or vehicular or pedestrian congestion;
    c. Providing the additional municipal type services needed to regulate event traffic, maintain the peace and protect the public health and safety if available.

(2) The failure of any such person or entity to immediately, after notice from the City by a law enforcement officer, make a reasonable, diligent and constant effort to reduce the event below the applicable criteria threshold shall be a violation of this code, punishable by civil penalties specified in this Chapter and criminal penalties specified in City Code section 1-8. Further, the Chief of Police or his or her designee is authorized to require the venue to immediately shut down if any such person or entity refuses to make any immediate efforts required by subsection (1) or it is determined that shutting down the venue is necessary to prevent an imminent adverse threat to the public and the municipal resources are not available to properly keep the peace. An imminent adverse threat to the public includes, but is not limited to:
    a. Violations of capacity which could result in fire evacuation hazards and loss of life;
    b. Flagrant and substantial defiance of, or resistance to, a lawful exercise of public authority and there is reason to believe that there exists a clear and present danger of a riot or other general public disorder, widespread disobedience of the law, and substantial injury to persons or to property;

(3) The Chief of Police or his or her designee is authorized to approve of actions to partially or slowly reduce the event below the applicable criteria threshold and can determine those actions are compliant if he or she finds:

a. That such person is acting expeditiously and reasonably to employ feasibly available resources to address the issues after notice that the assembly has become a special event; or
b. That full reduction to the criteria threshold will not be feasible; or
c. That it would be safer to taper down the event rather than to abruptly close the venue or stop the event.

(4) Whether a spontaneous assembly has developed into a special event based upon attendance, vehicle congestion or a need for municipal services (as those services are defined in this Chapter), or any combination of those three (3), shall be determined by the Chief of Police or his or her designee with an objective and reasonable examination of the totality of the circumstances at hand, including but not limited to the following factors:

a. With respect to attendance and attempted attendance:

(i) The size of the venue.

(ii) Whether the attendance is ticketed.

(iii) Actual attendance at prior, similar events.

(iv) The extent of commercial promotion and advertisement of the event, especially promotion outside of Bay County, by traditional or digital means, but excluding spontaneous social media not initiated, encouraged or orchestrated by a commercial event producer or any person acting on behalf of the event producer or any person with a financial or other personal interest in the event through spontaneous social media.

(v) The extent of spontaneous social media encouraging attendance at the assembly.

(vi) Whether the location and configuration of the venue, and the nature and presence (sight and sound) of the event, will be likely to draw attendees or observers from the public at large.

(vii) The number in attendance and attempting to attend shall be determined by the Chief of Police or his or her designee using estimating techniques to determine if the attendance exceeds capacity

b. With respect to actual vehicle congestion, the number of vehicles parked shall be noted on whether the parking lot at the venue is full, and the number attempting to park shall be determined by the Chief of Police or his or her designee using estimating techniques to determine if the vehicles attempting to park exceed the capacity of the parking lot.

c. With respect to municipal services actually required:

(i) Repeated pedestrian trespass.

(ii) Repeated vehicular trespass.

(iii) Illegal parking.

(iv) Traffic congestion.

(v) Apparent need for sanitation facilities as evidenced by public urination or other bodily excretions in public.

(vi) Repeated and flagrant instances of illegal activity.
(vii) Repeated noise ordinance violations after notice, including differing offenders.
(viii) Unusual amount of trash or refuse being abandoned with no apparent resources available to clean up after the event.
(ix) Unusual or repeated need for medical assistance.

ARTICLE IV – PENALTIES FOR VIOLATION OF CHAPTER 17

Sec. 17- 23. Penalties.

(a) It shall be unlawful for any person to stage, present, or conduct any event or block party without first having obtained permits thereof as herein provided.

(b) It shall be unlawful for any person knowingly to participate in an event or block party for which permits have not been granted.

(c) It shall be unlawful for any person in charge of or responsible for the conduct of a duly licensed event or block party knowingly to fail to comply with any condition of a permit.

Sec. 17- 24. State misdemeanors adopted.

All offenses classified as misdemeanors under state law are adopted by the city including all future amendments thereto and made an offense against the city.

Sec. 17- 25. Disturbing the peace offenses.

(a) *Disobeying orders of police.* It shall be unlawful for any person to willfully fail or refuse to comply with any lawful order or direction of a police officer.

(b) *Throwing trash or debris on public properties.* It shall be unlawful to throw or deposit any trash, paper, plastic, can goods, debris, or other substances on the public properties in the city such as sidewalks, streets, parks, alleys, and the adjacent grounds thereto.

(c) *Open fires.* It shall be unlawful for any person to start or set or participate in or to support the continuance of any trash fire or to burn paper, grass, trash, discarded wood, including driftwood or other debris, unless a burn permit is first obtained.

Sec. 17- 26. Penalty for violations.

Except as otherwise provided by the Municipal Code of the City, a person convicted of a violation of any of the above offenses shall be punished by a fine not exceeding $500.00 or imprisonment for a term not exceeding 60 days or by both such fine and imprisonment in the discretion of the court. Unless stated otherwise, each day that a violation continues shall constitute a separate offense.

Sec. 17- 27. Trespass warnings on public property.

(a) Officers of the Panama City Police Department are authorized to issue a trespass warning to any individual who violates any city ordinance, rule or regulation, or state law, which violation was committed while on or within any city facility, building, or outdoor area, including municipal parks, and including beach access as that term is defined in section 101-

3 (but excluding other public rights-of-way). The trespass warning shall be limited to the specific property where the violation occurred.

(1) *Public property* shall mean property owned, leased, operated or managed by a government or one of its agencies, divisions or entities, including, but not limited to, structures, conveyances, parks, beach park, public natural area, public recreation area, trails, playgrounds, streets, sidewalks, rights-of-way, libraries, docks, pavilions, parking lots, vacant lots, fenced land, posted land, easements, and other property generally used by the public. This definition shall not include school property or school safety zones as those terms are defined in F.S. ch. 810.

(b) Trespass warnings shall be in writing and issued for a period of one year.

(c) A copy of the trespass warning shall be provided by mail or hand delivery to the individual given the warning. The written trespass warning shall advise of the right to appeal and the location at which to file the appeal.

(d) Any person found on or within any city facility, building, or outdoor area, including municipal parks, and beach access, in violation of a trespass warning issued in accordance with this section may be arrested for trespassing, except as otherwise provided in this section.

(e) The City Manager, or his/her designee, may upon request, authorize an individual who has received a trespass warning to enter the property or premises to exercise his or her First Amendment rights if there is no other reasonable alternative location to exercise such rights or to conduct necessary municipal business. Such authorization must be in writing, shall specify the duration of the authorization and any conditions thereof, and shall not be unreasonably denied.

(f) This section shall not be construed to limit the authority of any officer of the Panama City Police Department to issue a trespass warning to any person for any lawful reason for any city property, including rights-of-way when closed to general vehicular or pedestrian use, when necessary or appropriate in the sole discretion of the officer; nor shall this section be construed to limit the authority of any officer of the Panama City Police Department to arrest or cite individuals for violating any section of the Panama City Code or the Florida Statutes.

(g) Appeal of trespass warning. This appeal process only applies to trespass warnings issued for public property, not trespass warnings issued for private property. A person to whom a trespass warning is issued under this section shall have the right to appeal the issuance of the trespass warning as follows:

(1) An appeal of the trespass warning must be filed with the city clerk or his/her designee, in writing, within ten days of the issuance of the warning, and shall include the appellant's name, address and phone number, if any. No fee shall be charged for filing the appeal.

(2) Appeals shall be heard by a special magistrate at an alternative proceeding as outlined in Chapter 2, Article IX, section 2-750, the alternative hearing proceeding for the code enforcement board.

(3) Within ten days following the filing of the appeal, the City Clerk or his/her designee shall schedule a hearing. Notice of the hearing shall be provided to the appellant in one of three ways:

a. By providing the appellant a copy of the notice of hearing in person at the time he or she files the appeal. When it is not reasonably practical or possible to provide notice in this manner, the appellant shall be informed that notice of the hearing will be provided in accordance with either paragraph b. or c. below;

b. By posting the notice at City Hall; or

c. By telephone if a telephone number has been provided and mailing when a mailing address has been provided.

(4) In no event shall the hearing be held sooner than seven days following the filing of the appeal or later than 30 days from the filing of the appeal except that the appellant may request that the scheduled hearing be postponed up to an additional 30 days during the appeal period.

(5) Copies of documents in the city's control which are intended to be used at the hearing, and which directly relate to the issuance of the trespass warning to the appellant, shall be made available upon request to the appellant at no cost.

(6) The appellant shall have the right to attend with an attorney, to testify and to call witnesses, cross examine witnesses and present evidence. The appellant shall have the right to bring a court reporter, at appellant's own expense.

(7) The special magistrate shall consider the testimony, reports or other documentary evidence, and any other evidence presented at the hearing. Formal rules of evidence shall not apply, but fundamental due process shall govern the proceedings.

(8) The city shall bear the burden of proof by clear and convincing evidence that the trespass warning was properly issued pursuant to the criteria of this section.

(9) If the appellant fails to attend a scheduled hearing, the special magistrate shall review the evidence presented and determine if the trespass warning was properly issued pursuant to the criteria of this section.

(10) Within ten days of the hearing, the special magistrate shall issue a written decision on the appeal which shall be mailed to the appellant at the address provided.

(11) The decision of the special magistrate shall be final and the appellant shall be deemed to have exhausted all administrative remedies. Such decision may be subject to judicial review in the manner provided by law.

(12) The trespass warning shall remain in effect during the appeal and review process, including any judicial review.

Secs. 17-28 – 17-30. – Reserved.

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

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

official record of the matters herein ordained. Section numbers may be assigned and changed whenever necessary or convenient.

SECTION 4. SEVERABILITY. If any clause or portion of this ordinance is held invalid or unenforceable, the remainder of this ordinance shall continue in full force and effect.

SECTION 5. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its passage.

PASSED, APPROVED, AND ADOPTED at the regular meeting of the Commission of the City of Panama City, Florida on the ___ day of January, 2026.

CITY OF PANAMA CITY, FLORIDA

By_____
Allan Branch, Mayor

ATTEST:

_____
Janette Smith, CPA, CMC, City Clerk-Treasurer

City of Panama City, Florida
501 Harrison Avenue, Panama City, FL 32401
(850) 872-3000 | panamacity.gov

MEMORANDUM

TO: **Mayor and City Commissioners**

FROM: **Janette Smith, CPA, CMC, City Clerk-Treasurer**

DATE: **January 13, 2026**

RE: **Monthly Financial Statement Report**

Background: Pursuant to the Panama City Code of Ordinances Subpart A – General Ordinances; Chapter 2 – Administration; Article IV. – Financial Affairs; Division 1. – Generally; Sec. 2-83. – Monthly financial statement; On or before the 20th of each month the city commission (sic) shall submit a detailed report of the receipts and disbursements for the preceding month, which report shall be rendered through the city clerk-treasurer (sic) and bear the certificate of the latter as to its correctness.

Process: This presentation has been prepared on a cash basis and has not been subject to any auditing procedures. A budget performance report was created for each operating fund with an annually adopted budget. The debt service funds have been combined into a single presentation. Encumbrances are not included in the analysis.

The line item near the bottom of the presentation titled 'Budgetary changes in reserves' represents the amount of reserves being used to balance the fund. In the 'Budget-YTD Transactions' column, an amount in parenthesis represents a negative variance (less than expected revenues or more than expected expenses). Positive numbers represent more than expected revenues and less than expected expenses, a positive variance. The bottom line reflects the current position of each fund. The 'Amended Budget' column will always be $0 reflecting the adoption of a balanced budget. The 'YTD Transactions' column will reflect a positive number if revenues exceed expenses.

Analysis: Please be advised that as of December 31, 2025, the fiscal year is 25% complete. The variances and percentages used/received should be viewed with this in mind.

Results: Most of the funds are performing as expected. City-wide, transfers and interest earnings have yet to be recorded.

General Fund: The bulk of the Ad valorem taxes and Fire Service Assessments have been collected. Expenses appear to be within expectations.

The Infrastructure Surtax Fund has very little activity. The transfers are grant matches.

The CRAs have received the City's TIF contributions. The County contributions were received in January. The Millville CRA received a grant reimbursement in October.

The Housing and Community Services Department has yet to receive allocations from CDBG or SHIP.

Most of the debt service principal payments are due in October and have been made. Interest payments are made quarterly.

Excess personnel costs in the Marina Fund are the result of an unexpected employee payout.

Budget Performance Report

UNAUDITED

Fiscal Year to Date

As of December 31, 2025

Account Description		Amended Budget	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd
Fund **001 - General Fund**					
REVENUE					
Ad Valorem Taxes		$ 17,992,550.00	$ 14,043,422.07	$ (3,949,127.93)	78%
Licenses & Permits		15,010,000.00	3,697,879.94	(11,312,120.06)	25%
Other Taxes		8,580,319.00	356,027.51	(8,224,291.49)	4%
State Revenue Sharing		8,076,307.00	645,456.56	(7,430,850.44)	8%
Fire Service Assessment		5,189,145.00	4,101,936.54	(1,087,208.46)	79%
Franchise Fees		4,695,000.00	82,921.76	(4,612,078.24)	2%
Charges for Services		1,903,936.00	205,445.05	(1,698,490.95)	11%
Fines & Forfeitures		210,100.00	15,814.42	(194,285.58)	8%
Interest Earnings		500,000.00	35,545.67	(464,454.33)	7%
Rents & Royalties		188,500.00	6,575.00	(181,925.00)	3%
Sale of Fixed Assets		2,800,000.00	254,916.75	(2,545,083.25)	9%
Miscellaneous		233,500.00	272,603.28	39,103.28	117%
Interfund Transfers		2,856,969.00	429,799.00	(2,427,170.00)	15%
	REVENUE TOTALS	68,236,326.00	24,148,343.55	(44,087,982.45)	35%
EXPENSE					
Personnel Costs		41,334,007.80	9,490,819.11	31,843,188.69	23%
Operating Costs		19,281,463.00	4,860,036.27	14,421,426.73	25%
Capital Outlay		744,046.00	204,988.94	539,057.06	28%
Intangible Assets		644,678.00	114,252.95	530,425.05	18%
Debt Service		7,387,382.00	188,495.44	7,198,886.56	3%
	EXPENSE TOTALS	69,391,576.80	14,858,592.71	54,532,984.09	21%
	Budgetary changes in reserves	1,155,250.80			
	Fund **001 - General Fund** Totals				
	REVENUE TOTALS	69,391,576.80	24,148,343.55	(44,087,982.45)	35%
	EXPENSE TOTALS	69,391,576.80	14,858,592.71	54,532,984.09	21%
	Fund **001 - General Fund** Totals	$ -	$ 9,289,750.84	$ 10,445,001.64	

Budget Performance Report

UNAUDITED

Fiscal Year to Date

As of December 31, 2025

Account Description	Amended Budget	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd
Fund **105 - Infrastructure Surtax Fund**				
REVENUE				
Infrastructure Surtax	$ 4,990,492.00	$ 489,530.05	$ (4,500,961.95)	10%
REVENUE TOTALS	4,990,492.00	489,530.05	(4,500,961.95)	10%
EXPENSE				
Capital Outlay	9,113,937.00	-	9,113,937.00	0%
Operating Costs	75,740.00	32,627.50	43,112.50	43%
Debt Service	2,157,239.00	-	2,157,239.00	0%
Transfers	1,239,158.00	239,158.00	1,000,000.00	19%
EXPENSE TOTALS	12,586,074.00	271,785.50	12,314,288.50	2%
Budgetary changes in reserves	7,595,582.00			
Fund **105 - Infrastructure Surtax Fund** Totals				
REVENUE TOTALS	12,586,074.00	489,530.05	(4,500,961.95)	10%
EXPENSE TOTALS	12,586,074.00	271,785.50	12,314,288.50	2%
Fund **105 - Infrastructure Surtax Fund** Totals	$ -	$ 217,744.55	$ 7,813,326.55	

Budget Performance Report

UNAUDITED

Fiscal Year to Date

As of December 31, 2025

Account Description	Amended Budget	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd
Fund **120 - St. Andrews CRA Fund**				
REVENUE				
St. Andrews CRA TIF Revenue	$ 883,223.00	$ 410,940.00	$ (472,283.00)	47%
REVENUE TOTALS	883,223.00	410,940.00	(472,283.00)	47%
EXPENSE				
Personnel Costs	50,173.00	11,702.63	38,470.37	23%
Operating Costs	502,268.00	160,646.25	341,621.75	32%
Capital Outlay	2,060,911.00	290,352.00	1,770,559.00	14%
Transfers	2,143.00	-	2,143.00	0%
EXPENSE TOTALS	2,615,495.00	462,700.88	2,152,794.12	18%
Budgetary changes in reserves	1,732,272.00			
Fund **120 - St. Andrews CRA Fund** Totals				
REVENUE TOTALS	2,615,495.00	410,940.00	(472,283.00)	47%
EXPENSE TOTALS	2,615,495.00	462,700.88	2,152,794.12	18%
Fund **120 - St. Andrews CRA Fund** Totals	$ -	$ (51,760.88)	$ 1,680,511.12	

Budget Performance Report

UNAUDITED

Fiscal Year to Date

As of December 31, 2025

Account Description	Amended Budget	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd
Fund **130 - Downtown CRA Fund**				
REVENUE				
Downtown CRA TIF Revenue	$ 578,482.00	$ 271,271.00	$ (307,211.00)	47%
REVENUE TOTALS	578,482.00	271,271.00	(307,211.00)	47%
EXPENSE				
Personnel Costs	32,887.00	7,650.06	25,236.94	23%
Operating Costs	276,286.00	16,176.22	260,109.78	6%
Capital Outlay	414,490.00	-	414,490.00	0%
Transfers	1,397.00	-	1,397.00	0%
EXPENSE TOTALS	725,060.00	23,826.28	701,233.72	3%
Budgetary changes in reserves	146,578.00			
Fund **130 - Downtown CRA Fund** Totals				
REVENUE TOTALS	725,060.00	271,271.00	(307,211.00)	47%
EXPENSE TOTALS	725,060.00	23,826.28	701,233.72	3%
Fund **130 - Downtown CRA Fund** Totals	$ -	$ 247,444.72	$ 394,022.72	

Budget Performance Report

UNAUDITED

Fiscal Year to Date

As of December 31, 2025

Account Description	Amended Budget	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd
Fund **140 - Downtown North CRA Fund**				
REVENUE				
Downtown North CRA TIF Revenue	$ 1,401,220.00	$ 654,637.00	$ (746,583.00)	47%
Miscellaneous	-	1.92	1.92	100%
REVENUE TOTALS	1,401,220.00	654,638.92	(746,581.08)	47%
EXPENSE				
Personnel Costs	79,520.00	18,500.99	61,019.01	23%
Operating Costs	641,188.00	78,637.80	562,550.20	12%
Capital Outlay	961,976.00	13,651.00	948,325.00	1%
Debt Service	50,188.00	-	50,188.00	0%
Transfers	3,354.00	-	3,354.00	0%
EXPENSE TOTALS	1,736,226.00	110,789.79	1,625,436.21	6%
Budgetary changes in reserves	335,006.00			
Fund **140 - Downtown North CRA Fund** Totals				
REVENUE TOTALS	1,736,226.00	654,638.92	(746,581.08)	47%
EXPENSE TOTALS	1,736,226.00	110,789.79	1,625,436.21	6%
Fund **140 - Downtown North CRA Fund** Totals	$ -	$ 543,849.13	$ 878,855.13	

Budget Performance Report

UNAUDITED

Fiscal Year to Date

As of December 31, 2025

Account Description	Amended Budget	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd
Fund **180 - Millville CRA Fund**				
REVENUE				
FDOT Beautification Grant	$ -	$ 212,000.00	$ 212,000.00	100%
Millville CRA TIF Revenue	1,052,417.00	492,359.00	(560,058.00)	47%
REVENUE TOTALS	1,052,417.00	704,359.00	(348,058.00)	67%
EXPENSE				
Personnel Costs	59,722.00	13,869.48	45,852.52	23%
Operating Costs	339,279.00	65,781.26	273,497.74	19%
Capital Outlay	1,187,932.00	52,089.86	1,135,842.14	4%
Other Non Operating Uses	200,000.00	-	200,000.00	0%
Transfers	2,422.00	-	2,422.00	0%
EXPENSE TOTALS	1,789,355.00	131,740.60	1,657,614.40	7%
Budgetary changes in reserves	736,938.00			
Fund **180 - Millville CRA Fund** Totals				
REVENUE TOTALS	1,789,355.00	704,359.00	(348,058.00)	67%
EXPENSE TOTALS	1,789,355.00	131,740.60	1,657,614.40	7%
Fund **180 - Millville CRA Fund** Totals	$ -	$ 572,618.40	$ 1,309,556.40	

Budget Performance Report

UNAUDITED

Fiscal Year to Date

As of December 31, 2025

Account Description	Amended Budget	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd
Fund **150 - CITY SHIP FUNDS**				
REVENUE				
Local Housing Assist-SHIP	$ 285,637.00	$ -	$ (285,637.00)	0%
Neighborhood Stabilization Program	32,000.00	17,319.14	(14,680.86)	54%
Interest Earnings	-	2,963.75	2,963.75	100%
Rents & Royalties	108,000.00	32,278.68	(75,721.32)	30%
Miscellaneous	-	15,000.00	15,000.00	100%
REVENUE TOTALS	425,637.00	67,561.57	(358,075.43)	16%
EXPENSE				
Personnel Costs	187,414.57	43,573.98	143,840.59	23%
Operating Costs	1,989,400.00	374,838.91	1,614,561.09	19%
Other Non Operating Uses	-	415.00	(415.00)	100%
EXPENSE TOTALS	2,176,814.57	418,827.89	1,757,986.68	19%
Budgetary changes in reserves	1,751,177.57			
Fund **150 - CITY SHIP FUNDS** Totals				
REVENUE TOTALS	2,176,814.57	67,561.57	(358,075.43)	16%
EXPENSE TOTALS	2,176,814.57	418,827.89	1,757,986.68	19%
Fund **150 - CITY SHIP FUNDS** Totals	$ -	$ (351,266.32)	$ 1,399,911.25	

Budget Performance Report

UNAUDITED

Fiscal Year to Date

As of December 31, 2025

Account Description	Amended Budget	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd
Fund **190 - Housing & Community Services**				
REVENUE				
CDBG Program	$ 1,035,654.00	$ -	$ (1,035,654.00)	0%
REVENUE TOTALS	1,035,654.00	-	(1,035,654.00)	0%
EXPENSE				
Personnel Costs	255,615.95	54,425.10	201,190.85	21%
Operating Costs	110,451.00	10,935.34	99,515.66	10%
Capital Outlay	896,657.00	3,884.00	892,773.00	0%
Debt Service	10,038.00	-	10,038.00	0%
EXPENSE TOTALS	1,272,761.95	69,244.44	1,203,517.51	5%
Budgetary changes in reserves	237,107.95			
Fund **190 - Housing & Community Services** Totals				
REVENUE TOTALS	1,272,761.95	-	(1,035,654.00)	0%
EXPENSE TOTALS	1,272,761.95	69,244.44	1,203,517.51	5%
Fund **190 - Housing & Community Services** Totals	$ -	$ (69,244.44)	$ 167,863.51	

Budget Performance Report

UNAUDITED

Fiscal Year to Date

As of December 31, 2025

Account Description	Amended Budget	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd
Fund **212 - Cap Imprv 2013B Rev Note**				
Fund **215 - CIP Revenue Note Series 2016**				
Fund **216 - Cap Imprv Rev Note Series 2018**				
Fund **217 - Infra Srtx Rev Note Series 2018**				
Fund **225 - Cap Imp Rev Note Series 2023**				
REVENUE				
Interest Earnings	$ -	$ 631,210.41	$ 631,210.41	100%
Net Increase (Decrease) in Fair Value of Investments	-	(82,806.70)	(82,806.70)	100%
Interfund Transfers	13,649,298.00	-	(13,649,298.00)	0%
REVENUE TOTALS	13,649,298.00	548,403.71	(13,100,894.29)	4%
EXPENSE				
Debt Service Principle	4,360,000.00	4,191,000.00	169,000.00	96%
Debt Service Interest	9,232,288.00	2,024,482.17	7,207,805.83	22%
EXPENSE TOTALS	13,592,288.00	6,215,482.17	7,376,805.83	46%
Budgetary changes in reserves	(57,010.00)			
Combined Debt Service Funds Totals				
REVENUE TOTALS	13,592,288.00	548,403.71	(13,100,894.29)	4%
EXPENSE TOTALS	13,592,288.00	6,215,482.17	7,376,805.83	46%
Combined Debt Service Funds Totals	$ -	$ (5,667,078.46)	$ (5,724,088.46)	

Budget Performance Report

UNAUDITED

Fiscal Year to Date

As of December 31, 2025

Account Description	Amended Budget	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd
Fund **410 - Utilities Fund**				
REVENUE				
Charges for Services	$ 32,182,037.00	$ 7,271,542.70	$ (24,910,494.30)	23%
Impact Fees	448,750.00	264,662.48	(184,087.52)	59%
Interest Earnings	142,000.00	-	(142,000.00)	0%
Miscellaneous	9,000.00	6,950.68	(2,049.32)	77%
Interfund Transfers	845,864.00	-	(845,864.00)	0%
REVENUE TOTALS	33,627,651.00	7,543,155.86	(26,084,495.14)	22%
EXPENSE				
Personnel Costs	8,646,088.76	2,019,375.23	6,626,713.53	23%
Operating Costs	14,919,654.00	2,325,960.28	12,593,693.72	16%
Capital Outlay	2,713,581.00	165,564.35	2,548,016.65	6%
Intangible Assets	60,000.00	8,994.15	51,005.85	15%
Debt Service	7,459,522.00	2,098,034.59	5,361,487.41	28%
Transfers	1,220,000.00	-	1,220,000.00	0%
EXPENSE TOTALS	35,018,845.76	6,617,928.60	28,400,917.16	19%
Budgetary changes in reserves	1,391,194.76			
Fund **410 - Utilities Fund** Totals				
REVENUE TOTALS	35,018,845.76	7,543,155.86	(26,084,495.14)	22%
EXPENSE TOTALS	35,018,845.76	6,617,928.60	28,400,917.16	19%
Fund **410 - Utilities Fund** Totals	$ -	$ 925,227.26	$ 2,316,422.02	

Budget Performance Report

UNAUDITED

Fiscal Year to Date

As of December 31, 2025

Account Description	Amended Budget	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd
Fund **440 - Environmental Services Fund**				
REVENUE				
Charges for Services	$ 11,918,866.00	$ 2,577,722.50	$ (9,341,143.50)	22%
Interest Earnings	37,673.00	-	(37,673.00)	0%
Miscellaneous	22,000.00	1,829.67	(20,170.33)	8%
REVENUE TOTALS	11,978,539.00	2,579,552.17	(9,398,986.83)	22%
EXPENSE				
Personnel Costs	3,705,848.23	734,261.46	2,971,586.77	20%
Operating Costs	4,746,387.00	562,678.32	4,183,708.68	12%
Capital Outlay	4,393,701.00	1,547,964.00	2,845,737.00	35%
Debt Service	19,579.00	19,577.79	1.21	100%
Transfers	1,873,517.00	429,799.00	1,443,718.00	23%
EXPENSE TOTALS	14,739,032.23	3,294,280.57	11,444,751.66	22%
Budgetary changes in reserves	2,760,493.23			
Fund **440 - Environmental Services Fund** Totals				
REVENUE TOTALS	14,739,032.23	2,579,552.17	(9,398,986.83)	22%
EXPENSE TOTALS	14,739,032.23	3,294,280.57	11,444,751.66	22%
Fund **440 - Environmental Services Fund** Totals	$ -	$ (714,728.40)	$ 2,045,764.83	

Budget Performance Report

UNAUDITED

Fiscal Year to Date

As of December 31, 2025

Account Description		Amended Budget	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd
Fund **450 - Marina Fund**					
REVENUE					
Charges for Services		$ 1,398,000.00	$ 172,430.26	$ (1,225,569.74)	12%
Interest Earnings		50,000.00	-	(50,000.00)	0%
Miscellaneous		-	316.20	316.20	100%
Interfund Transfers		400,000.00	-	(400,000.00)	0%
	REVENUE TOTALS	1,848,000.00	172,746.46	(1,675,253.54)	9%
EXPENSE					
Personnel Costs		228,101.00	98,892.63	129,208.37	43%
Operating Costs		1,216,305.00	96,042.66	1,120,262.34	8%
Capital Outlay		30,000.00	-	30,000.00	0%
Debt Service		431,522.00	-	431,522.00	0%
	EXPENSE TOTALS	1,905,928.00	194,935.29	1,710,992.71	10%
	Budgetary changes in reserves	57,928.00			
	Fund **450 - Marina Fund** Totals				
	REVENUE TOTALS	1,905,928.00	172,746.46	(1,675,253.54)	9%
	EXPENSE TOTALS	1,905,928.00	194,935.29	1,710,992.71	10%
	Fund **450 - Marina Fund** Totals	$ -	$ (22,188.83)	$ 35,739.17	

Budget Performance Report

UNAUDITED

Fiscal Year to Date

As of December 31, 2025

Account Description	Amended Budget	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd
Fund **503 - Equipment Maintenance Fund**				
REVENUE				
Charges for Services	$ 2,111,161.00	$ 122,416.30	$ (1,988,744.70)	6%
Miscellaneous	28,600.00	4,851.30	(23,748.70)	17%
REVENUE TOTALS	2,139,761.00	127,267.60	(2,012,493.40)	6%
EXPENSE				
Personnel Costs	1,057,915.00	238,790.98	819,124.02	23%
Operating Costs	1,019,250.00	208,347.02	810,902.98	20%
Debt Service	77,114.00	2,312.24	74,801.76	3%
EXPENSE TOTALS	2,154,279.00	449,450.24	1,704,828.76	21%
Budgetary changes in reserves	14,518.00			
Fund **503 - Equipment Maintenance Fund** Totals				
REVENUE TOTALS	2,154,279.00	127,267.60	(2,012,493.40)	6%
EXPENSE TOTALS	2,154,279.00	449,450.24	1,704,828.76	21%
Fund **503 - Equipment Maintenance Fund** Totals	$ -	$ (322,182.64)	$ (307,664.64)	

City of Panama City, Florida
501 Harrison Avenue, Panama City, FL 32401
(850) 872-3000 | panamacity.gov

MEMORANDUM

TO: **Mayor and City Commissioners**

FROM: **Janette Smith, CPA, CMC, City Clerk-Treasurer**

DATE: **January 13, 2026**

RE: **General Fund Balance Analysis**

The General Fund's Fund Balance remains well below City target balances. The City's policy authorizes a target balance of 30% of annual budgeted operating expenditures to commit for emergency reserves and 10% for unassigned fund balance.

The Government Finance Officers' Association (GFOA) recommends, at a minimum, that general-purpose governments, regardless of size, maintain unrestricted budgetary fund balance in their general fund of no less than two months (16.7%) of regular general fund operating revenues or regular general fund operating expenditures.

As of December 31, 2025, the Fiscal Year-end 2025 unrestricted fund balance in the General Fund is estimated at 6.15% of annual budgeted operating expenditures (as defined by City policy) and 6.85% of regular general fund operating expenditures (per GFOA recommendations). Because of the year-end sale of the 1937 Jenks Avenue property, a finding by the City's independent auditor of deteriorating financial conditions does not appear to be imminent for Fiscal Year 2025.

If activities for Fiscal Year 2026 occur as planned, the General Fund's unassigned Fund Balance is projected to be 4.53% and 5.08% of City policy and GFOA recommendations respectively at the end of the current fiscal year, assuming the same level of non-spendable and restricted fund balances.

While projections are currently beating forecasts, ending fund balance is still of great concern. It is advisable for the City Manager to further reduce Fiscal Year 2026 expenditures to avoid negative consequences that could occur should the City experience an unexpected change in economic conditions or other catastrophic event.

City of Panama City
Fund Balance Analysis - General Fund
Estimated for September 30, 2025
Projected for September 30, 2026

Unassigned Fund Balance @ 9/30/2024	**$**	**9,902,709**
Non-spendable Fund Balance		
Inventory	$	(119,205)
Pre-paid expenses	$	(1,660,594)
Restricted Fund Balance		
Law Enforcement Trust Fund	$	(858,982)
Reserves expended in Fiscal Year 2025[1]	$	(3,028,983)
Unassigned Fund Balance @ 9/30/2025[1]	$	4,234,945
Budgeted Expenses in Fiscal Year 2025	$	74,994,249
Unassigned Fund Balance as a percentage of total budgeted expenses at 9/30/2025[1]:		**5.65%**
Per City Policy targets:		**6.15%**
Per GFOA Recommendations:		**6.85%**
Unassigned Fund Balance @ 9/30/2025[1]	$	4,234,945
Budgeted Reserves in Fiscal Year 2026	$	(1,155,251)
Unassigned Fund Balance @ 9/30/2026[2]	**$**	**3,079,695**
Budgeted Expenses in Fiscal Year 2026	$	69,391,577
Unassigned Fund Balance as a percentage of total expenses[2]:		**4.44%**
Per City Policy targets:		**4.53%**
Per GFOA Recommendations:		**5.08%**

[1] Estimated/unaudited
[2] Projected

Ordinance No. 2624 adopted on August 22, 2017, amending Ordinance No. 2549 "Establishing a Fund Balance/Net Position Policy" authorizes a target balance of 30% of annual budgeted operating expenditures to commit for Disaster/Emergency Reserves and a target balance of 10% of annual budgeted operating expenditures as Unassigned Fund Balance in the General Fund.

Requires annual review during the budget adoption process.

City of Panama City, Florida
501 Harrison Avenue, Panama City, FL 32401
(850) 872-3000 | panamacity.gov

Agenda Item Request Form

ITEM: **Consideration of Acceptance of a Memorandum of Understanding between the City of Panama City and Tyndall Air Force Base to Provide Fire Protection Services Under a Mutual Aid Agreement Between Both Agencies.**

BACKGROUND INFORMATION: **The Panama City Fire Department is reaffirming its Memorandum of Understanding (MOU) to provide Mutual Aid Assistance (MA) to Tyndall Air Force Base in the form of fire protective services between each agency upon request. If the need arises, either of these agencies could call for additional resources, if available, to respond to either municipality to assist with life safety, incident stabilization, and property conservation efforts. The acceptance of this MOU will further enhance our relationship Tyndall Air Force Base and the City of Panama City while providing additional resources to each municipality if the need arises.**

DEPARTMENT HEAD RECOMMENDATION: **Fire Chief recommends approval and acceptance of the MOU with Tyndall Air Force Base.**

Budget Impact

Budgeted? Yes: ☐ No: ☐ How Much budgeted? Click here to enter text.

If more, where do you suggest funds come from?

Click here to enter text.

Cost Center

☐ Personnel $ Click here to enter text.

☐ Operating $ Click here to enter text.

☐ Capital $ Click here to enter text.

☐ Revenue $ Click here to enter text.

Requested By: David W. Collier Date: 1/5/2026

RESPECT. INTEGRITY. INNOVATION. COURAGE. EXCELLENCE.

AGREEMENT FOR MUTUAL AID IN FIRE & EMERGENCY SERVICES AND HAZARDOUS MATERIALS INCIDENT RESPONSE (US)

This Mutual Aid Agreement (the "Agreement"), is made and entered into this 1st day of February 2026, between the Secretary of the Air Force (the "Air Force") acting by and through the Commander Tyndall AFB, FL pursuant to the authority of 42 U.S.C. §1856a and The Panama City Fire Department. Together the Air Force and The Panama City Fire Department are hereinafter referred to as the "Parties".

WITNESSETH:

WHEREAS, each of the Parties hereto maintains equipment and personnel for the suppressionof fires and the management of other emergency incidents occurring within areas under their respective jurisdictions; and

WHEREAS, as set forth in 42 U.S.C. § 1856 the term 'fire protection' includes personal services and equipment required for fire prevention, the protection of life and property from fire, firefighting, and emergency services, including basic medical support, basic and advanced life support, hazardous material containment and confinement, and special rescue incidents involving vehicular and water mishaps, and trench, building, and confined space extractions; and

WHEREAS, the Parties hereto desire to augment the fire protection capabilities available in their respective jurisdictions by entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, obligations and agreements herein established, the Parties hereby agree as follows:

a. The authority to enter into this Agreement is set forth in 42 U.S.C. § 1856a, and Title 15 United States Code Section 2210, the regulations implementing same at Title 44 Code of Federal Regulations Part 151 *Emergency Management and Assistance* and AFI 32-2001, *F&ES Program*.

b. This Agreement will serve as the agreement between the Parties for securing to each mutual aid in fire protection services as defined above.

c. On request to a representative of the Tyndall AFB Fire Department by a representative of The Panama City Fire Department, fire protection equipment and personnel of the Tyndall AFB Fire Department will be dispatched to any point within the area for which The Panama City Fire Department normally provides fire protection services as designated by the representatives The Panama City Fire Department.

d. On request to a representative of The Panama City Fire Department by a representative of the Tyndall AFB Fire Department, fire protection equipment and personnel of The Panama City Fire Department will be dispatched to any point within the jurisdiction of the Tyndall AFB as designated by the representative of The Panama City Fire Department.

e. Any dispatch of equipment and personnel by the Parties pursuant to this Agreement is subject to the following conditions:

(1) Any request for aid hereunder will include a statement of the amount and type of equipment and personnel requested and will specify the location to which the equipment andpersonnel are to be dispatched, but the amount and type of equipment and the number of personnel to be

furnished will be determined by the responding organization. The requesting organization will ensure access to site for the responding organization.

(2) The responding organization will report to the officer in charge of the requesting organization at the location to which the equipment is dispatched, and will be subject to the orders of that official.

(3) The responding organization will be released by the requesting organization when the services of the responding organization are no longer required or when the responding organization is needed within the area for which it normally provides fire protection.

(4) Sharing of non-encrypted Radio Frequencies/INTEROPERABILITY capability between agencies specifically during Mutual Aids for accountability of personnel and assets, including sharing of valuable information between Incident Command and firefighters.

(5). HAZMAT incident response will include the response to, and control and containment of any release or suspected release of any material suspected to be or known to be hazardous. Where the properties of a released material are not known, it will be considered hazardous until proven otherwise by the requesting organization using all technical resources available.Cleanup and removal of contained HAZMAT will be the responsibility of the requesting organization.

(6) In the event of a crash of an aircraft owned or operated by the United States or military aircraft of any foreign nation within the area for which The Panama City Fire Department normally provides fire protection services, the chief of the Tyndall AFB Fire Department or his or her representative may assume full command on arrival at the scene of the crash.

(7) Regardless of local agencies assigning an incident safety officer, an Air Force representative will be assigned to act as the incident safety officer for Tyndall AFB Fire Department to observe Air Force support and operations at an incident. Local agencies are encouraged to assign a safety officer to observe the agencies' support and operations at an incident on the installation.

(8) Where local agencies do not assign an incident safety officer, an Air Force representative will be assigned to act as the incident safety officer for Tyndall AFB to observe Air Force operations.

f. Each Party hereby agrees that its intent with respect to the rendering of assistance to the other Party under this Agreement is not to seek reimbursement from the Party requesting such assistance. Notwithstanding the above, the Parties hereby recognize that pursuant to the Section 11 of the Federal Fire Prevention and Control Act of 1974 (15 U.S.C. § 2210) and Federal regulations issued there under (44 Code of Federal Regulations Part 151), The Panama City Fire Department is permitted to seek reimbursement for all or any part of its direct expenses and losses (defined as additional firefighting costs over normal operational costs) incurred in fighting fires on property under the jurisdiction of the United States. Furthermore, under the authority of 42 U.S.C. § 1856a, and pursuant to any applicable state or local IAW each Party hereby reserves the right to seek reimbursement from the other for all or any part of the costs (defined as additional firefighting costs over normal operational costs) incurred by it in providing fire protection services to the other Party in response to a request for assistance. Furthermore, The Panama City Fire Department agrees to indemnify and hold harmless the United States from any liability that may arise from the use of fire-fighting foams, chemicals,or other materials by the Air Force in providing fire protection services to The Panama City Fire Department, which agreement to indemnify and hold harmless includes, but is not limited to, such uses that may result in hazardous substance exposure or pollution of or contamination to air,

land, water, person or property or such uses that may result in response actions under CERCLA, RCRA, or any other federal, state, or local laws. Notwithstanding any other provision of this Agreement, termination of this Agreement shall in no way affect The Panama City Fire Departments' obligation under this paragraph to indemnify and hold harmless the United States from any liability that may arise from the use of fire-fighting foams, chemicals, or other materials by the Air Force in providing fire protection services to The Panama City Fire Department, which obligation shall survive such termination.

g. Both Parties agree to implement the National Incident Management System during all emergency responses on and off Installations IAW *National Fire Protection Association Standard 1561.*

h. Each Party waives all claims against the other Party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement. This provision does not waive any right of reimbursement pursuant to paragraph f.

i. All equipment used by The Panama City Fire Department in carrying out this Agreement will, at the time of action hereunder, be owned by it; and all personnel acting for The Panama City Fire Department under this Agreement will, at the time of such action, be an employee orvolunteer member of The Panama City Fire Department.

j. The rendering of assistance under the terms of this Agreement will not be mandatory; however, the Party receiving a request for assistance will endeavor to immediately inform therequesting Party if the requested assistance cannot be provided and, if assistance can be provided, the quantity of such resources as may be dispatched in response to such request.

k. Neither Party will hold the other Party liable or at fault for failing to respond to any request for assistance or for failing to respond to such a request in a timely manner or with less than optimum equipment and/or personnel, it being the understanding of the Parties that each is primarily and ultimately responsible for the provision of fire protection services needed withintheir own jurisdictions.

l. Disputes.
Parties to Negotiate. If a dispute should arise, the Parties agree to first attempt to resolve thedispute using unassisted negotiation techniques (i.e., without the assistance of a neutral third party). Either Party may request in writing that unassisted negotiations commence. As part of the unassisted negotiation, the Parties shall consider employing joint fact-finding, if material actual disputes are involved, and shall use other early resolution techniques appropriate to thecircumstances. If the dispute involves material issues of fact, the Parties may employ a neutralthird party to provide a confidential evaluation of the issues of fact.

m. Alternative Dispute Resolution.

1. If the dispute is not resolved within sixty (60) days after the request for unassisted negotiations, and the Parties do not mutually agree to continue the unassisted negotiations, the Parties shall employ alternative dispute resolution procedures involving nonbinding mediation of the dispute by a neutral third party. The alternative dispute resolution procedures employed shall include a confidential evaluation of both the facts and the law and the issuance of confidential recommendations by the neutral third party.

2. By entering into this Agreement, the Parties have voluntarily adopted alternative dispute resolution procedures IAW 5 United States Code. § 572(c). These procedures shall not be employed if determined by either Party to be inappropriate after taking into consideration the factors enumerated at 5 United States Code. § 572(b). A Party rejecting alternative dispute resolution as inappropriate shall document its reasons in writing and deliver them to the other Party. The Parties shall enter into a master written alternative dispute resolution Agreement governing alternative dispute resolution proceedings that may be amended as needed to fit individual proceedings. (A template of an acceptable alternative dispute resolution agreement may be found at www.adr.af.mil).

3. The Government's obligation to make any payment arising out of an agreement resolving a dispute under this Agreement is contingent upon the availability of funds proper for such payment. The (insert Fire department organization) obligation to make any payment arising out of an agreement resolving a dispute under this Agreement is contingent upon the availability of funds proper for such payment.

n. All notices, requests, demands, and other communications which may or are required to be delivered hereunder will be in writing and will be delivered by messenger, by a nationally- recognized overnight mail delivery service or by certified mail, return receipt requested, at the following addresses:

For the Air Force:
Tyndall AFB, FL
c/o Commander 325th Fighter Wing
325 Checkertail Way
Tyndall AFB, FL 32403

And:

Department of the Air Force
Air Force Civil Engineer Center/CXF
139 Barnes Dr, Suite 1
Tyndall AFB FL 32403-5319

And:

325th Civil Engineer Squadron
1441 Florida Ave, Bldg 36098
Tyndall AFB, FL. 32403
c/o Fire Chief

TERMS OF THE AGREEMENT

o. This Agreement will become effective on the date of the last signature to the Agreement and will remain in effect for five years from that date (the “Term”) and automatically renews for an additional five year period with the right to renew for additional two five year terms not to exceed a total of 20 years. Either Party may unilaterally terminate this Agreement during the Term by sending notification of its intent to terminate to the other Party at 180 days in advance of the proposed date of termination. Such notification will be in the form of a written submission to the other Party.

p. Upon becoming effective, this Agreement will supersede and cancel all previous agreements between the Parties concerning the rendering of assistance from one to the other for the purposes stated in this Agreement.

q. The modification or amendment of this Agreement, or any of the provisions of this Agreement, will not become effective unless executed in writing by both Parties.

r. This Agreement may be executed in one or more counterparts, each of which will be deemed an original.

IN WITNESS WHEREOF, The Parties have caused this Agreement to be executed by their duly authorized representatives on the dates shown below:

FIRE DEPARTMENT For The Panama City Fire Department	THE UNITED STATES OF AMERICA by the Secretary of the Air Force
_____ Allen Branch, Mayor	_____ Name: Christian M. Bergthodlt, Col, USAF COMMANDER. 325th Fighter Wing
_____ Janette Smith, CPA, CMC, City Clerk-Treasurer	

City of Panama City, Florida
501 Harrison Avenue, Panama City, FL 32401
(850) 872-3000 | panamacity.gov

Agenda Item Request Form

ITEM: **Consideration of Approval for award of Bid PC26-012 and contract for SRF Area H Improvements to Mainline Construction, LLC in the amount of $940,240.33 approving up to $987,252.35 to include 5% contingency.**

BACKGROUND INFORMATION: **Area H project is located in an area of aged infrastructure with urgent repair need on Briarcliff Road in Panama City. The area is located South of Baldwin Road, North of 23rd St, East of State and West of Jenks and includes water service replacement, sewer main replacement and road repaving. This project will be funded by SRF.**

On December 11, 2025, sealed bids were received at city of Panama City and opened for the above referenced project. Bids were opened in the presence of bidders' representatives, City Staff and SRF Lead Engineers. We received nine (9) bids for the project as shown on the detailed certified bid tabulation. Mainline Construction, LLC submitted the lowest bid in the amount of $940,240.33.

DEPARTMENT HEAD RECOMMENDATION: **Staff recommends approval.**

Budget Impact

Budgeted? Yes: ☒ **No:** ☐ **Partially:** ☐
Budgeted in which Fiscal Year? **2026**
How Much budgeted?

Is this a Capital Improvement as defined in s. 163.3164? Yes: ☐ **No:** ☒
Estimate of annual maintenance and operational costs associated with the Capital Improvement?

Cost Center: **430.6514.56500**
431.6514.56500

☐ Personnel $
☐ Operating $
X Capital $ **940,240.33**
☐ Revenue $

Requested By: **Clint Murphy, J.D., Director of Public Works** **Date:** **12/29/2025**
Prepared By: **Stacy Rausch, P.E., PMP, City Engineer/Asst. Public Works Director** **Date:** **12/29/2025**
Reviewed By: **Angie Lightfoot, Administrative Manager** **Date:** **12/29/2025**
Approved By: **Clint Murphy, J.D., Director of Public Works** *CM* **Date:** **12/29/2025**

PANHANDLE ENGINEERING

December 18, 2025

Via e-mail

Mr. Clint Murphy
Public Works Director
City of Panama City
501 Harrison Avenue
Panama City, Florida 32401

RE: ***SRF Area H***
Recommendation for Award
PC Bid No. PC26-012

Dear Mr. Murphy:

On December 11, 2025, sealed bids were received at the Panama City Purchasing Office and opened for the referenced project. The bids were opened at 2:00 P.M. local time in the presence of bidders' representatives, City staff, and our team. A total of nine bids were received for the project.

Please see **Attachment A** for the detailed certified bid tabulation. Also attached is a map identifying the project area.

During the review process, mathematical errors were identified in two of the bid submittals, and one bidder submitted their proposal on the incorrect Bid Proposal Form. As a result, that bid was not included in the detailed certified bid tabulation. However, these issues did not affect the determination of the low bidder, and the noted errors are documented accordingly.

We recommend the City Commission award the project to **Mainline Construction, LLC** in the amount of **$940,240.33**, for the base bid amount and authorize expenditures for the project not to exceed **$987,252.35** which includes the 5% construction contingency. We do not recommend the deductive alternate due to the costs provided.

Please find attached the **Notice of Award** and the **Agreement** for approval and issuance by the Logistics Office. Once you receive the executed Agreement and Bonds we will schedule the pre-construction meeting with the City Staff and the contractor.

If you have any questions, please call me at 850.596.1235.

Sincerely,
PANHANDLE ENGINEERING, INC.

Chris Forehand, P.E.
President

cc: Ms. Stacy Rausch, P.E., Assistant Public Works Director/City Engineer, City of Panama City
Ms. Suzanne Mandel, Public Works Project Manager, City of Panama City
Mr. Sethin Simmons, P.E., Panhandle Engineering Inc.
Mr. Tyler Robinson, P.E., Panhandle Engineering Inc.
Ms. Amy Dodge, Purchasing, City of Panama City
Mr. Johnnie Gallegos, Purchasing, City of Panama City
Ms. Jeovahna Branning, Purchasing Manager, City of Panama City

NOTICE OF AWARD

Date of Issuance:			
Owner:	City of Panama City	Owner's Project No.:	PC26-012
Engineer:	Panhandle Engineering, Inc.	Engineer's Project No.:	131.47
Project:	SRF Area H		
Contract Name:	SRF Area H		
Bidder:	Mainline Construction. LLC		
Bidder's Address:	2005 Industrial Drive, Panama City, FL 32405		

You are notified that Owner has accepted your Bid dated **12/11/2025** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

This project consists of the replacement of gravity sanitary sewer mains, associated sanitary sewer service laterals, water services and meters, pavement, and curb and gutter. The limits of the project are Briarcliff Road off of State Avenue.

The Contract Price of the awarded Contract is $**940,240.33.** Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

1 unexecuted counterpart of the Agreement accompanies this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☐ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **1** counterpart of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **City of Panama City**

By *(signature)*: _____

Name *(printed)*: Clint Murphy

Title: Public Works Director

Copy: Chris Forehand, P.E. Panhandle Engineering, Inc.

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AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **City of Panama City** ("Owner") and **Mainline Construction, LLC** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Replacement and rehabilitation of water and wastewater lines, pavement, curb, and improvements to Lift Station 21. The limits of the project are Drake Ave., Hickory Ave., Foster Ave., Arthur Ave., and Calhoun Ave. from West 15th St. to West 14th St. This project is funded by FDEP-SRF, which has an American Iron and Steel requirement.

ARTICLE 2—PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **City of Panama City – SRF Area H**

ARTICLE 3—ENGINEER

3.01 The Owner has retained **Panhandle Engineering, Inc.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the contract and for oversight during construction.

3.02 The part of the Project that pertains to the Work has been designed by **Three Notch Group, Inc.**

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially complete within **270** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **300** days after the date when the Contract Times commence to run.

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration

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proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner $1,000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $2,000.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive, and will not be imposed concurrently.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.06 *Special Damages*

A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

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ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **25th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. **95** percent of the value of the Work completed (with the balance being retainage).

1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. **90** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **95** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **100** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

A. All amounts not paid when due will bear interest at the rate of **0.00** percent per annum.

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ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
    a. Performance bond (together with power of attorney).
    b. Payment bond (together with power of attorney).
3. General Conditions.
4. Supplementary Conditions.
5. Specifications.
6. Drawings.
7. Addenda.
8. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid Submittal
    b. Subcontractor/Supplier List
    c. State of Florida Agreement #LPA0035 and Amendments
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.
    e. Warranty Bond, if any.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

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2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

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1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

[SIGNATURES ON FOLLOWING PAGE]

**EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Owner:

CITY OF PANAMA CITY
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: **Allan Branch**
(typed or printed)

Title: **Mayor**
(typed or printed)

Attest: _____
(individual's signature)

Janette Smith, CPA, CMC, City-Clerk

Title: **Treasurer**
(typed or printed)

Address for giving notices:

City of Panama City
501 Harrison Avenue
Panama City, Florida 32401

Designated Representative:

Name: Clint Murphy
(typed or printed)

Title: Public Works Director
(typed or printed)

Address:

City of Panama City – Public Works
501 Harrison Avenue
Panama City, Florida

Phone: 850-771-5728

Email: cmurphy@panamacity.gov

*(If **[Type of Entity]** is a corporation, attach evidence of authority to sign. If **[Type of Entity]** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

Contractor:

MAINLINE CONSTRUCTION, LLC
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: **Rhonda Lewis**
(typed or printed)

Title: **President**
(typed or printed)

*(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

2005 Industrial Drive
Panama City, FL 32405

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

License No.: _____
(where applicable)

State: _____

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
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PANHANDLE ENGINEERING

SRF Area H

Panama City Bid No. PC26-012

Bid Opening: 2:00 P.M. CT, Thursday, December 11, 2025

City of Panama City

BASE BID ITEMS				CONTRACTORS															
				Mainline Construction, LLC		Royal American Construction Co., Inc.		Extreme Land Clearing & Excavation, LLC dba CBC Construction		American Sand & Asphalt Paving		Marshall Brothers Construction & Engineering, Inc.		Gulf Coast Utility Contractors LLC		ECSC, LLC		Jade's Pipeline		C.W. Roberts Contracting, Inc.	
ITEM	DESCRIPTION	UNIT	QTY	Unit Cost	Price	Unit Cost	Price	Unit Cost	Price	Unit Cost	Price	Unit Cost	Price	Unit Cost	Price	Unit Cost	Price	Unit Cost	Price	Unit Cost	Price
A1.0	**General Construction Items**																				
A1.1	Mobilization/Demobilization (Max 2% of bid)	LS	1	$22,220.00	$22,220.00	$26,484.00	$26,484.00	$20,600.35	$20,600.35	$21,880.00	$21,880.00	$22,981.00	$22,981.00	$20,000.00	$20,000.00	$29,904.50	$29,904.50		$0.00	$40,000.00	$40,000.00
A1.2	Performance and Payment Bonds (Max 1.5% of Base Bid)	LS	1	$9,500.00	$9,500.00	$19,863.00	$19,863.00	$13,329.36	$13,329.36	$16,000.00	$16,000.00	$17,243.00	$17,243.00	$15,000.00	$15,000.00	$15,000.62	$15,000.62		$0.00	$8,815.00	$8,815.00
A1.3	Stakeout and Certified As-Builts by Professional Surveyor	LS	1	$15,510.00	$15,510.00	$15,703.00	$15,703.00	$26,658.72	$26,658.72	$10,000.00	$10,000.00	$2,791.00	$2,791.00	$9,500.00	$9,500.00	$9,600.39	$9,600.39		$0.00	$73,000.00	$73,000.00
A1.4	Maintenance of Traffic (Max 3% of Base Bid)	LS	1	$8,635.00	$8,635.00	$39,725.00	$39,725.00	$30,899.88	$30,899.88	$30,000.00	$30,000.00	$16,816.00	$16,816.00	$25,000.00	$25,000.00	$29,030.98	$29,030.98		$0.00	$60,000.00	$60,000.00
A1.5	Erosion Control/NPDES Permitting (Includes Sill Fence, Inlet Protection Systems, and Hay Bales)	LS	1	$8,790.80	$8,790.80	$3,012.00	$3,012.00	$13,874.65	$13,874.65	$8,900.00	$8,900.00	$3,908.00	$3,908.00	$12,500.00	$12,500.00	$14,564.60	$14,564.60		$0.00	$13,000.00	$13,000.00
A1.6	Demolition (Including All Hauling & Tipping Fees)	LS	1	$95,103.25	$95,103.25	$23,009.00	$23,009.00	$23,120.98	$23,120.98	$63,286.00	$63,286.00	$56,966.00	$56,966.00	$75,000.00	$75,000.00	$64,884.64	$64,884.64		$0.00	$450,000.00	$450,000.00
A1.7	Construction Testing/Bacteriological Samples	LS	1	$11,093.50	$11,093.50	$14,656.00	$14,656.00	$7,270.56	$7,270.56	$30,000.00	$30,000.00	$5,550.00	$5,550.00	$8,775.00	$8,775.00	$30,560.83	$30,560.83		$0.00	$79,060.00	$79,060.00
A1.8	Project Management, Overhead, Profit for all Work	LS	1	$15,389.00	$15,389.00	$222,418.00	$222,418.00	$135,903.20	$135,903.20	$35,000.00	$35,000.00	$57,481.00	$57,481.00	$75,000.00	$75,000.00	$165,021.29	$165,021.29		$0.00	$85,000.00	$85,000.00
A1.9	Project Sign	LS	1	$2,332.00	$2,332.00	$2,244.00	$2,244.00	$3,635.28	$3,635.28	$1,500.00	$1,500.00	$2,666.00	$2,666.00	$7,500.00	$7,500.00	$3,010.12	$3,010.12		$0.00	$2,200.00	$2,200.00
A	**General Construction Items - Subtotal =**			$188,573.55		$367,114.00		$275,292.98		$216,566.00		$186,402.00		$248,275.00		$361,577.97		$0.00		$811,075.00	
B1.0	**Water System Improvements**																				
B1.1	Remove and Replace 1" PE (SDR9) Water Service and New Meter	EA	65	$1,546.25	$100,506.25	$584.34	$37,982.10	$1,049.14	$68,194.10	$1,900.00	$123,500.00	$1,685.00	$109,525.00	$1,500.00	$97,500.00	$1,788.24	$116,235.60		$0.00	$1,450.00	$94,250.00
B1.2	Removal of Existing Water Meter from Driveway (Contingency)	EA	10	$654.28	$6,542.80	$320.00	$3,200.00	$605.88	$6,058.80	$300.00	$3,000.00	$1,719.00	$17,190.00	$225.00	$2,250.00	$412.52	$4,125.20		$0.00	$750.00	$7,500.00
B1.3	Selective Clearing and Grubbing	AC	0.10	$17,424.00	$1,742.40	$14,260.00	$1,426.00	$24,235.20	$2,423.52	$50,000.00	$5,000.00	$27,750.00	$2,775.00	$10,000.00	$1,000.00	$33,001.36	$3,300.14		$0.00	$50,000.00	$5,000.00
B1.4	Structural Aggregate Fill (for use in structural areas or as directed by the Engineer)	CY	250	$21.69	$5,422.50	$83.62	$20,905.00	$155.60	$38,900.00	$40.00	$10,000.00	$29.00	$7,250.00	$25.00	$6,250.00	$36.64	$9,160.00		$0.00	$32.00	$8,000.00
B1.5	Sod	SF	10000	$0.92	$9,200.00	$1.05	$10,500.00	$0.73	$7,300.00	$0.60	$6,000.00	$0.83	$8,300.00	$0.75	$7,500.00	$0.98	$9,800.00		$0.00	$2.25	$22,500.00
B	**Water System Improvements Subtotal =**			$123,413.95		$74,013.10		$122,876.42		$147,500.00		$145,040.00		$114,500.00		$142,620.94		$0.00		$137,250.00	
C1.0	**Pavement Improvements, Curb & Sidewalk, Pavement Marking and Signage**																				
C1.1	Paving Reconstruction (Includes Buildup as required)	LS	1	$133,400.00	$133,400.00	$184,898.00	$184,898.00	$148,131.96	$148,131.96	$124,000.00	$124,000.00	$173,055.00	$173,055.00	$187,750.00	$187,750.00	$154,875.38	$154,875.38		$0.00	$103,800.00	$103,800.00
C1.2	Limerock Base	LS	1	$210,799.25	$210,799.25	$173,052.00	$173,052.00	$244,477.50	$244,477.50	$241,436.00	$241,436.00	$223,500.00	$223,500.00	$195,000.00	$195,000.00	$216,456.71	$216,456.71		$0.00	$220,000.00	$220,000.00
C1.3	Stabilized Subgrade	LS	1	$35,668.70	$35,668.70	$63,673.00	$63,673.00	$62,622.50	$62,622.50	$63,732.00	$63,732.00	$64,518.00	$64,518.00	$75,000.00	$75,000.00	$83,723.86	$83,723.86		$0.00	$67,800.00	$67,800.00
C1.4	4" Concrete Sidewalk	SY	250	$85.92	$21,480.00	$83.75	$20,937.50	$65.44	$16,360.00	$98.00	$24,500.00	$89.30	$22,325.00	$100.00	$25,000.00	$80.93	$20,232.50		$0.00	$135.00	$33,750.00
C1.5	6" Concrete Sidewalk or Driveway (Contingency)	SY	75	$107.01	$8,025.75	$125.62	$9,421.50	$87.25	$6,543.75	$118.00	$8,850.00	$106.00	$7,950.00	$125.00	$9,375.00	$78.14	$5,860.50		$0.00	$94.00	$7,050.00
C1.6	Concrete Curb and Gutter	LF	870	$64.05	$55,723.50	$47.11	$40,985.70	$24.23	$21,080.10	$28.00	$24,360.00	$44.60	$38,802.00	$215.00	$187,050.00	$36.00	$31,320.00		$0.00	$237.00	$206,190.00
C1.7	24" White Thermoplastic for Stop Bar	LF	24	$21.60	$518.40	$20.92	$502.08	$24.23	$581.52	$36.00	$864.00	$22.30	$535.20	$25.00	$600.00	$20.00	$480.00		$0.00	$26.00	$624.00
C1.8	Raised Pavement Marker, Type B	EA	8	$10.80	$86.40	$10.50	$84.00	$12.12	$96.96	$13.00	$104.00	$16.70	$133.60	$15.00	$120.00	$10.00	$80.00		$0.00	$13.00	$104.00
C1.9	Misc. Pavement Markings	LS	1	$972.00	$972.00	$1,623.00	$1,623.00	$1,878.23	$1,878.23	$2,350.00	$2,350.00	$558.00	$558.00	$2,000.00	$2,000.00	$900.04	$900.04		$0.00	$1,170.00	$1,170.00
C1.10	Sidewalk Curb Ramp & Detectable Warning Mats	SF	50	$37.80	$1,890.00	$36.64	$1,832.00	$54.53	$2,726.50	$45.50	$2,275.00	$33.40	$1,670.00	$37.00	$1,850.00	$35.00	$1,750.00		$0.00	$45.50	$2,275.00

BASE BID ITEMS				CONTRACTORS																	
				Mainline Construction, LLC		Royal American Construction Co., Inc.		Extreme Land Clearing & Excavation, LLC dba CBC Construction		American Sand & Asphalt Paving		Marshall Brothers Construction & Engineering, Inc.		Gulf Coast Utility Contractors LLC		ECSC, LLC		Jade's Pipeline		C.W. Roberts Contracting, Inc.	
ITEM	DESCRIPTION	UNIT	QTY	Unit Cost	Price	Unit Cost	Price	Unit Cost	Price	Unit Cost	Price	Unit Cost	Price	Unit Cost	Price	Unit Cost	Price	Unit Cost	Price	Unit Cost	Price
C	**Pavement Improvements, Curb & Sidewalk, Pavement Marking and Signage - Subtotal =**			$468,564.00		$497,008.78		$504,499.02		$492,471.00		$533,046.80		$683,745.00		$515,678.99		$0.00		$642,763.00	
D1.0	**Sewer System Improvements**																				
D1.1	8" PVC (C900 SRD 18) Gravity Sewer Pipe	LF	1100	$57.33	$63,063.00	$48.13	$52,943.00	$85.32	$93,852.00	$95.00	$104,500.00	$87.20	$95,920.00	$110.00	$121,000.00	$87.66	$96,426.00		$0.00	$180.00	$198,000.00
D1.2	4' Dia. Precast Sewer Manhole (6-8 VF Deep)	EA	1	$8,143.59	$8,143.59	$12,653.00	$12,653.00	$4,990.51	$4,990.51	$20,000.00	$20,000.00	$20,088.40	$20,088.40	$8,500.00	$8,500.00	$7,907.37	$7,907.37		$0.00	$16,000.00	$16,000.00
D1.3	4' Dia. Precast Sewer Manhole (8-10 VF Deep)	EA	3	$10,076.32	$30,228.96	$8,020.00	$24,060.00	$7,099.70	$21,299.10	$11,000.00	$33,000.00	$11,934.50	$35,803.50	$10,500.00	$31,500.00	$7,983.47	$23,950.41		$0.00	$11,000.00	$33,000.00
D1.4	4' Dia. Precast Sewer Manhole (10-12 VF Deep)	EA	1	$8,909.19	$8,909.19	$8,560.00	$8,560.00	$8,962.17	$8,962.17	$12,000.00	$12,000.00	$15,931.40	$15,931.40	$10,750.00	$10,750.00	$9,003.76	$9,003.76		$0.00	$13,200.00	$13,200.00
D1.5	4' Dia. Precast Doghouse Sewer Manhole (8-10 VF Deep)	EA	1	$11,195.60	$11,195.60	$7,998.00	$7,998.00	$12,466.59	$12,466.59	$9,954.00	$9,954.00	$22,452.90	$22,452.90	$12,500.00	$12,500.00	$8,427.65	$8,427.65		$0.00	$12,000.00	$12,000.00
D1.6	Existing Sanitary Sewer Manhole to be Removed	EA	2	$481.25	$962.50	$894.00	$1,788.00	$605.88	$1,211.76	$2,800.00	$5,600.00	$3,260.70	$6,521.40	$1,750.00	$3,500.00	$958.52	$1,917.04		$0.00	$930.00	$1,860.00
D1.7	Existing Sanitary Sewer Manhole to be Abandoned	EA	2	$791.56	$1,583.12	$894.00	$1,788.00	$605.88	$1,211.76	$1,800.00	$3,600.00	$2,666.80	$5,333.60	$1,500.00	$3,000.00	$2,182.15	$4,364.30		$0.00	$3,100.00	$6,200.00
D1.8	Grout Fill and Abandon Existing Sanitary Sewer	LF	535	$8.47	$4,531.45	$9.24	$4,943.40	$13.01	$6,960.35	$28.00	$14,980.00	$47.30	$25,305.50	$15.00	$8,025.00	$11.52	$6,163.20		$0.00	$21.00	$11,235.00
D1.9	Gravity Sanitary Sewer Service Lateral	EA	18	$1,259.15	$22,664.70	$748.00	$13,464.00	$669.24	$12,046.32	$2,000.00	$36,000.00	$2,507.40	$45,133.20	$1,500.00	$27,000.00	$3,557.23	$64,030.14		$0.00	$1,175.00	$21,150.00
D1.10	Cleanoul Assembly	EA	18	$467.04	$8,406.72	$278.72	$5,016.96	$460.39	$8,287.02	$950.00	$17,100.00	$703.10	$12,655.80	$525.00	$9,450.00	$617.37	$11,112.66		$0.00	$1,090.00	$19,620.00
D	**Sewer System Improvements - Subtotal =**			$159,688.83		$133,214.36		$171,287.58		$256,734.00		$285,145.70		$235,225.00		$233,302.53		$0.00		$332,265.00	
	Summary of Bid Items																				
A	**General Construction Items Subtotal =**			$188,573.55		$367,114.00		$275,292.98		$216,566.00		$186,402.00		$248,275.00		$361,577.97		$0.00		$811,075.00	
B	**Water System Improvements Subtotal =**			$123,413.95		$74,013.10		$122,876.42		$147,500.00		$145,040.00		$114,500.00		$142,620.94		$0.00		$137,250.00	
C	**Pavement Improvements, Curb & Sidewalk, Pavement Marking and Signage Subtotal =**			$468,564.00		$497,008.78		$504,499.02		$492,471.00		$533,046.80		$683,745.00		$515,678.99		$0.00		$642,763.00	
D	**Sewer System Improvements Subtotal =**			$159,688.83		$133,214.36		$171,287.58		$256,734.00		$285,145.70		$235,225.00		$233,302.53		$0.00		$332,265.00	
	TOTAL LUMP SUM BASE BID (A + B+C+D) =			$940,240.33		$1,071,350.24		$1,073,956.00		$1,113,271.00		$1,149,634.50		$1,281,745.00		$1,253,180.43		$0.00		$1,923,353.00	
E1.0	**Additive Alternate No. 1 - PE Irrigation Service**																				
E1.1	Cost/Remove and Replace 1" PE Irrigation Service for Future Connection	EA	1	$2,223.43	$2,223.43	$586.00	$586.00	$1,655.02	$1,655.02	$4,000.00	$4,000.00	$1,849.00	$1,849.00	$2,000.00	$2,000.00	$6,604.57	$6,604.57		$0.00	$2,250.00	$2,250.00
E	**Additive Alternate No. 1 - Subtotal =**			$2,223.43		$586.00		$1,655.02		$4,000.00		$1,849.00		$2,000.00		$6,604.57		$0.00		$2,250.00	
F1.0	**Deductive Alternate No. 1 - Sewer Rehabilitation (In Lieu of Gravity Sewer Replacement)**																				
F1.1	Pre and Post - Rehabilitation CCTV Inspection	LF	2200	$7.20	$15,840.00	$7.14	$15,708.00	$6.36	$13,992.00	$4.00	$8,800.00	$7.20	$15,840.00	$14.74	$32,428.00	$14.74	$32,428.00		$0.00	$6.20	$13,640.00
F1.2	8" Cured In Place Pipe (CIPP) Rehabilitation in lieu of 8" Gravity Sewer Pipe (Bid Item D1.1)	LF	1100	$79.78	$87,758.00	$57.10	$62,810.00	$81.87	$90,057.00	$80.75	$88,825.00	-$23.40	-$25,740.00	$56.32	$61,952.00	$56.32	$61,952.00		$0.00	$96.00	$105,600.00
F1.3	Manhole Liner in lieu of 4' Dia. Precast Sewer Manholes (Bid Items D1.2 thru D1.8)	VF	50	$552.39	$27,619.50	$418.74	$20,937.00	$435.75	$21,787.50	$520.00	$26,000.00	-$1,923.70	-$96,185.00	$395.56	$19,778.00	$395.56	$19,778.00		$0.00	$787.00	$39,350.00
F1.4	4" Cured In Place Pipe (CIPP) Lateral Rehabilitation in lieu of Gravity Sewer Service Lateral (Bid Item D1.10)	EA	18	$10,688.69	$192,396.42	$8,665.56	$155,980.08	$9,422.16	$169,598.88	$1,500.00	$27,000.00	$5,160.80	$92,894.40	$7,373.58	$132,724.44	$8,553.16	$153,956.88		$0.00	$6,600.00	$118,800.00
F	**Deductive Alternate No. 1 - Subtotal =**			$323,613.92		$255,435.08		$295,435.38		$150,625.00		-$13,190.60		$246,882.44		$268,114.88		$0.00		$277,390.00	

CERTIFIED BY: _____

Chris Forehand, P.E.
FL PE Reg. No. 58028

Date: 12/18/25

Note: Red font indicates bidder had an incorrect amount in their bid and is the corrected amount.
Errors did not affect the outcome of the bids.

City of Panama City, Florida
501 Harrison Avenue, Panama City, FL 32401
(850) 872-3000 | panamacity.gov

Agenda Item Request Form

ITEM: **Consideration of purchasing two new 2026 Compressed Natural Gas (CNG) Garbage trucks for the Environmental Services Division from Action Truck Center through Sourcewell Contract #030824 in the amount of $962,418.**

BACKGROUND INFORMATION: **The first is a front load garbage truck for our commercial service. This unit will be an Autocar ACXR64 with a McNeilus front loader body in the amount of $461,134. The second is a Side Load Garbage Truck for our Residential Garbage Service. This unit will also be an Autocar ACXR64 with a McNeilus Side Loader body in the amount of $501,284. Both trucks are replacements for two exiting trucks #397 and #385. Trucks #397 and #385 will be rolled into the back-up fleet to be used only when the primary trucks are down for service. Two older units currently being used for back-up will be sold at auction with the proceeds rolling back into the Environmental Services enterprise fund. This annual rotation of new trucks into the fleet and older trucks out is consistent with the fleet plan for the Environmental services division and ensures our fleet remains environmentally friendly, dependable and have a respectful appearance in the streets of our city.**

DEPARTMENT HEAD RECOMMENDATION: **Staff recommends the purchase of both CNG Garbage Trucks with the rotation of two older units to auction as outlined above.**

Budget Impact

Budgeted? Yes: ☒ No: ☐ Partially: ☐
Budgeted in which Fiscal Year? 2026
How Much budgeted? **$962,418**

Is this a Capital Improvement as defined in s. 163.3164? Yes: ☐ No: ☒
Estimate of annual maintenance and operational costs associated with the Capital Improvement?

Cost Center Affected: **3430-56400**
Cost Cener Affected: **3420-56400**

☐ **Personnel** $
☐ **Operating** $
☒ **Capital** $ **962,418**
☐ **Revenue** $

Requested By: **Shane Daugherty, Sr. Mgr. PW Operations** **Date:** **1/5/2026**
Reviewed By: **Angie Lightfoot, Administrative Manager** **Date:** **1/5/2026**
Approved By: **Clint Murphy, Director of Public Works** *CM* **Date:** **1/5/2026**

ACTION
TRUCK CENTER, INC.

October 28, 2025

Mr. Shane Daugherty
Mr. Robert Nix

City of Panama City
Solid Waste Division
731 Massaline Drive
Panama City, Fl. 32401

Gentlemen,

For your consideration we gladly offer the following revised equipment:

1--2026 Autocar ACX64 Chassis per the attached specs (ASL)..... $251,373.00 Each *

1--2026 Autocar ACX64 Chassis per the attached specs (FEL).....$252,753.00 Each *

* If the City perfers to pay for the chassis upon arrival at the body company you may deduct the floorplan cost of $15,650.00 each truck.

Which would change the cost of these trucks to:

1--2026 Autocar ACX64 Chassis per the attached specs (ASL) .....$235,723.00 Each

1--2026 Autocar ACX64 Chassis per the attached specs (FEL) .....$237,103.00 Each

If the City chooses to fund these trucks without floorplan the trucks must be paid for within 10 days of receipt of the invoice.

A proof of delivery & the MSO will accompany the invoice if the City so chooses this method.

The truck will be warranty registered when phsically delivered to your location.

These prices are based upon the Sourcewell Purchasing contract. The contract number is 030824

This revision reflects the new braking system that Autocar now as part of offering the safest refuse on the market today.

Thank you for your continued support

Glenn Culver
Sales Representative

VOLVO TRUCKS
211 Ross Clark Circle / Dothan, AL 36303 / P.O. Box 6747 / Dothan, AL 36302-6747
ph 334.794.8505 / toll free 800.793.8505 / fax 334.794.0295
www.actionvolvotrucks.com
AUTOCAR

QUOTE

QUOTE #	*SECQ9246*
DATE	*Nov 5, 2025*
SOURCEWELL CUSTOMER ID #	*2377*
SOURCEWELL CONTRACT #	*110223-NWY*

To: Robert Nix
City of Panama City FL
731 Massalina Drive
Panama City, FL 32401
United States

(850) 872-3178
rnix@pcgov.org

Sales Contact: Jeff Bodiford
251-298-9398
jeffb@secequip.com

QUOTE STATUS	SHIPPING TERMS	DELIVERY IN DAYS	PAYMENT TERMS
Sourcewell	Customer Location	150 - 180 Days	Net Delivery

QTY	DESCRIPTION
1	New Way Mammoth FEL (CANBUS) - 40 cubic yard
1	Body Floor Liner 36" Into Body 3/16" AR450
1	Body Sides 3/16" AR450
1	Super Track Hopper Bottom Wear Strips
1	Torque Tube Reinforcement Inserts
1	10,000 lb. Lift Rating Arms
1	Service Hoist w/ Body Lock Pin
1	Remote Grease Zerks - Tailgate Hinge & Cylinders
1	Shovel Rack
1	Body Hold Down Lock
1	Caution Safety Decal for Tailgate
1	LED Backup Lights - Tailgate Mount (2 Lights)
1	LED Backup Lights - Mid Body Mount (2 Lights)
1	LED High Intensity Work Lights (2 Lights in Hopper and 1 on Canopy)
1	Strobe Light Beacon (Surface T/G Mount)
1	Strobe Light Package (Integrated Strobe System with Turn Signals - 2 round lights mounted in upper tailgate)

QTY	DESCRIPTION
1	Strobe Light Package (Integrated Strobe System with Turn Signals - 2 round lights mounted in lower tailgate)
1	Quad Camera System with 7" Color Flat Screen Monitor - Rearview, Hopper, CS Blindspot, CS Alleyway View
1	Arms Over Height Warning Buzzer - Provides audible alert when arms/forks are above cab
1	Hydraulic Filter By-Pass Visual Indicator In Cab
1	Low Hydraulic Fluid Level Switch Visual Indicator in Cab w/Shutdown
1	Fire Extinguisher - 20 lb. Body Mount
1	Quick Connect Hydraulic Pressure Gauge
1	Body Color - Allied Blue 784083X
1	CNG 90 DGE Tailgate Mount, Front Bumper Fill, Color Match Paint
1	Autocar ADAM System Integration
1	Freight - F.O.B. City of Panama City

This quote does not include any federal, state, or local taxes.
* In stock equipment are subject to prior sale. *

TOTAL $224,031.00

This quote is valid for 30 Days.

Please contact me if I can be of further assistance.

BIRMINGHAM AL OFFICE

2800 Powell Avenue
Birmingham, AL 35233
Ph: (205) 324-3104
Fax: (205) 324-2679

MOBILE AL OFFICE

2025 West I-65 Service Road North
Mobile, AL 36618
Ph: (251) 631-3766
Fax: (251) 631-3768

SHELBYVILLE TN OFFICE

3196 Highway 231 North
Shelbyville, TN 37160
Ph: (615) 696-7066
Fax: (615) 413-5323

STONECREST GA OFFICE

2601 S Stone Mountain Lithonia Road
Stonecrest, GA 30058
Ph: (706) 685-6900
Fax: (706) 609-3491

STATESBORO GA OFFICE

207 Hal Averitt Boulevard
Statesboro, GA 30458
Ph: (912) 549-0005

QUOTE

QUOTE #	*SECQ8370*
DATE	*Nov 5, 2025*
CONTRACT CUSTOMER ID #	*2377*
CONTRACT #	*110223-NWY*

To: Robert Nix
City of Panama City FL
731 Massalina Drive
Panama City, FL 32401
United States

Phone: (850) 872-3178
rnix@pcgov.org

Sales Contact: Jeff Bodiford
251-298-9398
jeffb@secequip.com

QUOTE STATUS	SHIPPING TERMS	DELIVERY IN DAYS	PAYMENT TERMS
Sourcewell	Customer Location	150 - 180 Days	Net Delivery

QTY	DESCRIPTION
1	New Way Sidewinder XTR Automated Side Loading Reuse Body - 31 cubic yard capacity - Standard Equipment Includes: 96 gallon Arm w/ Variable Gripper Pressure, Hopper Trough Sump Cleanout Tool, Body Rake Teeth Breaker Bar, Acrylic Enamel Body Paint - White, Powder Coated Arm Assembly - Safety Yellow, LED Body Lighting, Body Mounting, Front Mount Tandem Vane Hydraulic Pump, Joystick Arm Control, Arm Cycle Counter, Quick Connect Hydraulic Pressure Gauge Port, Electronic Hydraulic Filter Bypass Indicator, High Hydraulic Fluid Temperature Indicator, PTO Hour Meter, 10 lb. Fire Extinguisher, Safety Triangle Kit, User Manual. Standard Factory Warranty: (1) Year Body, Hydraulic & Electrical Components (2) Years Hydraulic Cylinders.
1	Severe Refuse Body Package - .188 AR 450 Hopper Floor/Sides Liner, .188 AR 450 Forward Panel of Body Side Wall, .188 AR 450 Body Floor Liner 36" into Body, Super Track Chromium Overlay on Packer Guide Rails
1	Arm Spill Shield
1	Hinged Front Packing Cylinder Splash Shields
1	Hopper Sump Cleanout Chute Extensions - LH/RH
1	Hydraulic Hopper Cover - Steel
1	Hopper Access Ladder w/ Platform & Handles
1	Shovel / Broom Rack
1	Body Paint - Acrylic Urethane Enamel Color Coat - 784083EX Allied Blue
1	Arm Paint - Powder Coat - Safety Yellow
1	Large Caution Safety Decal - Lower Tailgate
1	LED Mid-Body Back Up Lights

QTY	DESCRIPTION
1	LED Mid-Tailgate Back Up Lights
1	LED Work Lights - Arm & Hopper Areas
1	LED Beacon Strobe Light - Surface Mount, Center of Tailgate
1	LED Integrated Strobe Light Package - (1) light in each corner of the upper front body bulkhead & upper / lower tailgate
1	Safety Vision Quad Camera System - Includes: 7" Color Monitor w/ Camera Eyes (Arm, Hopper, Rearview and Street Side Blind Spot)
1	Remote Ground Level Grease Zerks - Tailgate Hinge Pins, Upper Tailgate Raise Cylinder Pins
1	Front Remote Grease Zerks - System Packer & Body Lift Pins
1	Grease Zerks on Hopper Door & Hopper Cover
1	Arm Not Stowed Indicator w/ Audible Alarm
1	Remote Arm Controls Keypad - mounted under driver's seat
1	Back Up Alarm w/ Auto Volume Adjustable (87db to 112db)
1	Quick Connect Hydraulic Pressure Gauge
1	Electronic Hydraulic Filter By-Pass Shutdown
1	Low Hydraulic Fluid Level Indicator w/ Shutdown
1	20 lb. Body Mount Fire Extinguisher
1	Parts Manual
1	90 DGE Tailgate Mount CNG
1	Front Bumper CNG Fill Port
1	Color Match Paint CNG Cabinet
1	Autocar ADAM System Integration
1	Freight

This quote does not include any federal, state, or local taxes.
* In stock equipment are subject to prior sale. *

This Quote is valid for 30 Days.

Please contact me if I can be of further assistance.

TOTAL $265,561.00

BIRMINGHAM OFFICE
2800 Powell Avenue
Birmingham, AL 35233
Ph: (205) 324-3104
Fax: (205) 324-2679

MOBILE OFFICE
2025 West I-65 Service Road North
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Fax: (251) 631-3768

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Fax: (615) 413-5323

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Stonecrest, Georgia 30058
Ph: (706) 685-6900
Fax: (706) 609-3491

STATESBORO GA OFFICE
207 Hal Averitt Blvd.
Statesboro, Georgia 30458
(912) 549-0005

City of Panama City, Florida
501 Harrison Avenue, Panama City, FL 32401
(850) 872-3000 | panamacity.gov

Agenda Item Request Form

ITEM: **Consideration of purchasing <u>two</u> new 2026 Compressed Natural Gas (CNG) Trash trucks for the Environmental Services Division from Houston Freightliner through Sourcewell Contract #2377 for a total of $564,341.00.**

BACKGROUND INFORMATION: **The first is a Knuckle Boom Truck is for our Residential Trash Service. This unit will be a Freightliner M2 112 truck with a Ramer knuckle boom in the amount of $344,699. The second is a Shuttle Truck is for our Residential Trash Service. This unit will also be a Freightliner M2 112 in the amount of $219,642. They will be replacements for two exiting trucks #345 and #333. Trucks #345 and #333 will be rolled into the back-up fleet to be used only when the primary trucks are down for service. Two older units currently being used for back-up will be sold at auction with the proceeds rolling back into the Environmental Services enterprise fund. This annual rotation of new trucks into the fleet and older trucks out is consistent with the fleet plan for the Environmental services division and ensures our fleet remains environmentally friendly, dependable and have a respectful appearance in the streets of our city.**

DEPARTMENT HEAD RECOMMENDATION: **Staff recommends the purchase of both CNG Trash Trucks with the rotation of two older units to auction as outlined above.**

Budget Impact

Budgeted? Yes: ☒ No: ☐ Partially: ☐
Budgeted in which Fiscal Year? 2026
How Much budgeted? **$ 564,341.00**

Is this a Capital Improvement as defined in s. 163.3164? Yes: ☐ No: ☒
Estimate of annual maintenance and operational costs associated with the Capital Improvement?

Cost Center Affected: **3440-56400**

☐ **Personnel** $
☐ **Operating** $
☒ **Capital** **$ 564,341**
☐ **Revenue** $

Requested By: **Shane Daugherty, Sr. Mgr. of PW Operations** **Date:** **1/5/2026**
Reviewed By: **Angie Lightfoot, Administrative Manager** **Date:** **1/5/2026**
Approved By: **Clint Murphy, Director of Public Works** *CM* **Date:** **1/5/2026**

Prepared for:
Shane Daugherty
PANAMA CITY CITY OF
519 E 7TH ST
PANAMA CITY, FL 32401
Phone: 850-872-3180

Prepared by:
Zachary Burt
FOUR STAR FREIGHTLINER OF MONTGOMERY
3140 HAYNEVILLE ROAD
MONTGOMERY, AL 36108
Phone: 334-263-1085

Daimler Contract # 032824-DAI
CITY OF PANAMA CITY MEMBER # 2377
Q U O T A T I O N

M2 112 PLUS CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK

CUM L9N 300 HP @ 2000 RPM, 2200 GOV, N-GAS, 860 LB-FT @ 1300 RPM, HHD

ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION

MERITOR RS-21-160 21,000# R-SERIES SINGLE REAR AXLE

23,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD

DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE

12,000# DUAL TAPERLEAF FRONT SUSPENSION

112 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB

5175MM (204 INCH) WHEELBASE

NO FIFTH WHEEL

11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI

1525MM (60 INCH) REAR FRAME OVERHANG

			PER UNIT		TOTAL
PRE-DISCOUNT VEHICLE PRICE	**TOTAL # OF UNITS (1)**	$	391,414	$	391,414
CONTRACT DISCOUNT		$	(119,342)	$	(119,342)
EXTENDED WARRANTY		$	230	$	230
DEALER COSTS		$	72,549	$	72,549
CUSTOMER PRICE BEFORE TAX		**$**	***344,851***	**$**	***344,851***
TAXES AND FEES					
FEDERAL EXCISE TAX (FET)		$	(152)	$	(152)
BALANCE DUE	**(LOCAL CURRENCY)**	**$**	**344,699**	**$**	**344,699**

COMMENTS:

Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X_____ Date: ___ / ___ / ___.

Prepared for:
Shane Daugherty
PANAMA CITY CITY OF
519 E 7TH ST
PANAMA CITY, FL 32401
Phone: 850-872-3180

Prepared by:
Zachary Burt
FOUR STAR FREIGHTLINER OF MONTGOMERY
3140 HAYNEVILLE ROAD
MONTGOMERY, AL 36108
Phone: 334-263-1085

Daimler Contract # 032824-DAI

CITY OF PANAMA CITY MEMBER # 2377

Q U O T A T I O N

M2 112 PLUS CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK

CUM L9N 300 HP @ 2000 RPM, 2200 GOV, N-GAS, 860 LB-FT @ 1300 RPM, HHD

ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION

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DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE

12,000# DUAL TAPERLEAF FRONT SUSPENSION

112 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB

4300MM (169 INCH) WHEELBASE

NO FIFTH WHEEL

11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI

1400MM (55 INCH) REAR FRAME OVERHANG

1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT

			PER UNIT		TOTAL
PRE-DISCOUNT VEHICLE PRICE	**TOTAL # OF UNITS (1)**	$	258,779	$	258,779
CONTRACT DISCOUNT		$	(78,902)	$	(78,902)
EXTENDED WARRANTY		$	230	$	230
DEALER COSTS		$	39,687	$	39,687
CUSTOMER PRICE BEFORE TAX		**$**	***219,794***	**$**	***219,794***
TAXES AND FEES					
FEDERAL EXCISE TAX (FET)		$	(152)	$	(152)
BALANCE DUE	**(LOCAL CURRENCY)**	**$**	**219,642**	**$**	**219,642**

COMMENTS:

Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X_____ Date: ___ / ___ / ___.

LES W. BURKE °
ROB BLUE, JR.
EDWARD A. HUTCHISON, JR.
DOUGLAS L. SMITH +
NEVIN J. ZIMMERMAN
MICHAEL S. BURKE
JOY A. MARLER ++
CLARK T. ROGERS, JR.
NATALIE A. MCSWANE ♦♦
DANIEL S. ROSENHEIM
GREGORY J. PHILO
TRISTAN LANASA
MATT HUTT
RICHARD A. SHANK II
GRAHAM CLARKE °*♦
SANDRA A. WILSON °
CAROLINE LACOUR SMITH°
THOMAS D. STRINGER, J.D., LAW CLERK**

° OF COUNSEL
* ALSO ADMITTED IN GEORGIA
+ CERTIFIED CIRCUIT COURT MEDIATOR
++ L.L.M. IN TAXATION
♦ BOARD CERTIFIED MARITAL & FAMILY LAW ATTORNEY
♦♦ BOARD CERTIFIED CITY, COUNTY AND LOCAL GOVERNMENT ATTORNEY
**NOT LICENSED TO PRACTICE IN FLORIDA

January 6, 2026

Mayor and City Commissioners
501 Harrison Avenue
Panama City, Florida 32401

Re: Quit Claim Deed from City of Panama City to FDOT;
Life Management Center of Northwest Florida

Dear Mayor and Commissioners:

Life Management Center of Northwest Florida, Inc. ("Life Management Center") is requesting the City of Panama City ("City") to execute the attached Quit Claim Deed (attached in draft form as Exhibit A to this letter) in favor of the Florida Department of Transportation ("FDOT").

The request arises because FDOT is taking a portion of the Life Management Center property along 15th Street (Highway 98) to widen 15th Street from 4 to 6 lanes. The City has an ingress/egress easement that provides access to land that is owned by Plaster Craft, Inc., behind the former Boyd Brothers property. The impact to the City is de minimis, and the City will still maintain the necessary ingress/egress rights over the Life Management Center property to permit public access to the Plaster Craft, Inc. parcels.

Our office recommends that the City Commission vote to grant the Quit Claim Deed to FDOT.

For further background information, the City has a right-of-way easement (extension of Wilson Avenue) along the western boundary of the Life Management Center property which grants access to 16th Street to the Plaster Craft, Inc. parcel. It appears from the public records that the Wilson Avenue right-of-way easement was granted to the City by Life Management Center when the City agreed to abandon Massalina Drive and an alleyway that ran through parts of what is now Life Management Center property.

The parcel FDOT is requesting that the City convey by quit claim is an approximately 30' wide by 70' deep portion of Wilson Avenue that abuts 15th Street. The area is depicted in red on the attached ROW Map (Exhibit B).

The draft Quit Claim Deed attached hereto as Exhibit A erroneously includes the entire legal description of Wilson Avenue. FDOT is revising the legal description to match the area depicted on Exhibit B, and I expect to have the revised legal description as well as a "more-easy-to-understand" map depicting the location of the parcel before the City Commission meeting on January 13, 2025.

Sincerely,

Michael S. Burke
Asst. City Attorney

cc: Nevin J. Zimmerman, City Attorney
Jonathan H. Hayes, City Manager
Janette Smith, CPA, CMD, City Clerk-Treasurer

EXHIBIT A

CITY QUITCLAIM DEED

THIS QUITCLAIM DEED, Made this ____ day of _____20_____, by the City of PANAMA CITY, a municipality of the State of Florida, grantor, to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, whose address is Post Office Box 607, Chipley, Florida 32428, grantee: (wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of organizations.)

WITNESSETH: That the said granter, for and in consideration of the sum of $1.00 and other valuable considerations, receipt and sufficiency being hereby acknowledged, does hereby remise, release and quitclaim unto the said grantee forever, all right, title, interest, claim and demand, which said granter has in and to the hereinafter described parcel of land arising out of that certain Ingress/Egress Easement as recorded in Book 1057, Page 255 of the Official Records of Bay County, Florida together with all other right, title, interest, claim and demand, if any, which the said grantor has in and to said parcel situate in the County of Bay, Florida, viz:

Legal description to be revised to depict a 30' wide by 70' deep parcel abutting 15th Street

~~The western 30 feet of the following described parcel:~~

~~A parcel of land lying northerly of State Road 30A (U.S. 98) (15th Street) and being in the Southwest¼ of Section 33, Township 3 South, Range 14 West, Bay County, Florida, described as follows:. Commence at a nail and disk {SSMC LB 2108) marking the northwest comer of said Southwest¼; thence South 01˚47'26" West 2,631.61 feet along the west line of said Southwest¼ to the centerline of survey of State Road 30A (U.S. 98) (15th Street) being the south line of said Section 33 {north line of Section 4, Township 4 South, Range, 14 West) as shown on Florida Department of Transportation (F.D.O.T.) Right of Way Map F.P. No. 2179107 (said map being on file at F.D.O.T. District 3 Office, Chipley, Florida); thence South 88˚58'49" East 1,941.12 feet along said survey line and said section line; thence departing said survey line, North O1˚01'11" East 40.00 feet to the intersection of the existing northerly right of way line of State Road 30A (U.S. 98) (15th Street) with the existing westerly right of way line of Hamilton Avenue as shown on said Right of Way Map and POINT OF BEGINNING; thence North 01˚25'06" East 60.00 feet along said westerly right of way line; thence departing said westerly right of way line, South 46˚27'16" West 28.49 feet; thence North 88"58'49" West 241.64 feet; to a point on a tangent curve to the left (concave southerly); thence westerly along said curve, having a radius of 22,998.32 feet, for a distance of 126.80 feet, through a central angle of 00˚18'57" to end of curve; thence South 00˚42'14" West 13.00 feet to a point of non-tangent curve to the left (concave southerly); thence from a tangent bearing of North 89˚17'46" West, run *westerly along* said curve, *having* a radius of 22,985.32 feet, for a distance of 210.68 feet, through a central angle of 00˚31'31" to the easterly line of th.at certain property as described in Official Records Book 3995, Page 2272, of the Public Records of Bay County, Florida and end of curve; thence~~

South 01°15'17" West 24.53 feet along said easterly property line to said existing northerly right of way line of State Road 30A (U.S. 98) (15th Street); thence South 88°58'49" East 599.02 feet along said right of way line to POINT OF BEGINNING;

TO HAVE AND TO HOLD the same together with the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said grantor, either in law or equity, to the said grantee forever.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its Mayor, and its seal to be hereto affixed, attested by its City Clerk, the date first above written.

ATTEST:_____ The City of Panama City, Florida

Its City Clerk

By:.....

Its Mayor

STATE OF FLORIDA

COUNTY OF ____ _

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _ day of _____,20_, by_____ _____, Mayor, who is personally known to me or who has produced __ _____ as identification.

_____

Notary Public in and for the
County and State last aforesaid.
My Commission Expires:._____
Serial No., if any: _____

EXHIBIT B

PANAMA CITY, FLORIDA

CURVE DATA TABLE

CURVE	T.B. BACK	△	RADIUS	LENGTH	T.B. AHEAD
C57	S 85°21'48" W	02°30'54" (LT.)	5,692.58'	249.89'	S 82°50'54" W
C62	S 87°33'19" E	02°34'21" (LT.)	7,609.44'	341.64'	N 89°52'21" E
C65	S 86°43'32" W	01°21'43" (LT.)	5,692.58'	135.33'	S 85°21'48" W
C66	N 89°50'29" E	00°20'14" (RT.)	22,984.32'	135.31'	S 89°49'17" E
C67	N 89°44'35" W	00°04'30" (LT.)	22,985.32'	30.09'	N 89°49'05" W
C68	N 89°28'39" W	00°27'25" (LT.)	22,795.84'	181.85'	N 89°56'05" W
C69	S 88°58'54" E	89°55'04" (RT.)	20.00'	31.39'	S 00°56'10" W
C70	S 89°49'17" E	00°31'31" (RT.)	22,985.32'	210.70'	S 89°17'46" E
C71	N 88°58'44" W	90°05'07" (LT.)	20.00'	31.45'	S 00°56'09" W
C72	S 89°17'46" E	00°18'57" (RT.)	22,998.32'	126.80'	S 88°58'49" E
C73	S 01°02'03" W	04°29'42" (LT.)	510.00'	40.01'	S 03°27'38" E
C74	N 03°23'06" W	04°24'16" (RT.)	630.01'	48.43'	N 01°01'10" E
C75	N 89°01'45" W	00°12'44" (LT.)	22,837.32'	84.58'	N 89°14'28" W
C75A	S 89°01'45" E	00°02'55" (RT)	22,837.22'	19.41'	S 88°58'49" E
C76	N 89°02'37" W	00°15'10" (LT.)	22,800.32'	100.55'	N 89°17'47" W
C77	S 01°01'12" W	24°35'12" (LT.)	689.99'	296.09'	S 23°34'00" E
C80	S 01°01'11" W	90°00'01" (LT.)	60.00'	94.25'	S 88°58'50" E
C82	N 18°08'25" W	19°09'35" (RT.)	60.00'	20.06'	N 01°01'11" E
C124	N 89°02'32" W	90°03'41" (RT.)	330.00'	518.72'	N 01°01'10" E
C160	N 89°55'44" W	03°20'44" (LT.)	5,692.58'	332.40'	S 86°43'32" W
C161	S 89°49'05" E	00°04'30" (RT.)	22,994.32'	30.10'	S 89°44'35" E

LINE TABLE

LINE	BEARING	LENGTH
L1	N 48°17'03" W	26.32' (C)
L1A	S 88°58'49" E	0.59' (C)
L2	N 88°58'49" W	50.61' (C)
L3	S 46°28'44" W	27.92' (C)
L4	S 02°10'36" W	50.00' (C)
L5	S 88°58'49" E	6.51' (C)
L6	S 00°21'54" W	51.00' (C)
L7	S 00°56'11" W	38.23' (C)
L8	N 85°53'03" W	50.08' (C)
L9	N 88°58'49" W	50.00' (C)
L10	N 00°56'11" E	40.93' (C)
L11	N 87°44'15" W	60.02' (C)
L12	S 00°54'50" W	50.16' (C)
L13	N 88°58'49" W	60.00' (C)
L14	N 00°54'50" E	51.46' (C)
L15	S 00°54'50" W	67.88' (C)
L16	S 87°44'15" E	7.62' (C)
L27	S 86°02'15" E	40.05' (C)
L28	N 88°58'49" W	53.18' (C)
L49	S 86°02'15" E	9.51' (C)

565.64' (C) S 89°00'05" E

100' (D) 100' (D) 170' (D) 200' (D)

R-14-W

SCALE: 1" = 50'

PARCEL I PARCEL II PARCEL III PARCEL IV

618.4' (D) 618.4' (D)

O.R.B. 3995 PG. 2272

COMM.

COMM.

COMM.

593.81' (C) 594.81' (D) S 01°15'17" W

INGRESS/EGRESS EASEMENT O.R.B. 1057, PG. 255

WILSON AVE. EXTENSION 30'

℄ LINCOLN DR. STA. 29+99.51 = ℄ CONST. S.R. 30A (U.S. 98)(15TH ST.) STA. 2072+28.94

℄ MASSALINA DR. STA. 30+00.00 = ℄ S.R. 30A (U.S. 98)(15TH ST.) STA. 361+52.91

℄ SURVEY S.R. 30A (U.S. 98)(15TH ST.) STA. 362+11.72 = ℄ CONST. S.R. 30A (U.S. 98)(15TH ST.) STA. 2073+79.36

℄ HAMILTON AVE. STA. 30+00.00 = ℄ CONST. S.R. 30A (U.S. 98)(15TH ST.) STA. 2076+70.56

℄ HAMILTON AVE. STA. 30+00.00 = ℄ S.R. 30A (U.S. 98)(15TH ST.) STA. 365+02.92

℄ LOUISIANA AVE. STA. 30+00.00 = ℄ CONST. S.R. 30A (U.S. 98)(15TH ST.) STA. 2080+27.32

℄ LOUISIANA AVE. STA. 30+00.00 = ℄ S.R. 30A (U.S. 98)(15TH ST.) STA. 368+59.69

COASTAL LAND INC. SECOND ADDITION TO PANAMA CITY, FLORIDA P.B. 3, PG. 5

O.R.B. 953 PG. 1060

SEE SHEET 1 FOR PARENT TRACT

O.R.B. 3316 PG. 402

O.R.B. 1913 PG. 1376

O.R.B. 3995 PG. 2272

O.R.B. 4223 PG. 1974

O.R.B. 1220 PG. 1666

O.R.B. 4151 PG. 1315

O.R.B. 4381 PG. 2161

O.R.B. 2677 PG. 338

O.R.B. 2380 PG. 819

O.R.B. 3937 PG. 1049

O.R.B. 2668 PG. 2085

O.R.B. 3158 PG. 2065

O.R.B. 146 PG. 459

O.R.B. 3937 PG. 1056

LINCOLN PARK P.B. 2, PG. 45

FIRST ADDITION LINCOLN PARK P.B. 3, PG. 21

T-3-S SEC. 33

T-4-S SEC. 4

℄ CONST. S.R. 30A (U.S. 98)(15TH ST.)
P.I. STA. 2067+82.65
Δ = 02°59'03" (RT)
D = 00°15'00"
T = 596.98'
L = 1,193.68'
R = 22,918.32'
P.R.C. STA. 2061+85.68
P.T. STA. 2073+79.36

℄ ROOSEVELT DR.
P.I. STA. 27+59.16
Δ = 10°14'38"(RT.)
D = 08°40'52"
T = 59.16'
L = 118.00'
R = 660.00'
P.C. STA. 27+00.00
P.T. STA. 28+18.00

℄ WASHINGTON DR.
P.I. STA. 27+59.53
Δ = 18°46'49"(RT.)
D = 15°54'56"
T = 59.53'
L = 118.00'
R = 360.00'
P.C. STA. 27+00.00
P.T. STA. 28+18.00

FOR OFFICIAL FDOT USE ONLY, IT IS ADVISED, THAT ANY OTHER USE OF THIS MAPPING PRODUCT MUST BE VERIFIED WITH THE OFFICIAL PUBLIC RECORDS OF COUNTY TO CONFIRM ACCURACY.

THIS MAP IS NOT A SURVEY
SEE SHEET 1 FOR GENERAL NOTES AND LEGEND
S. R. 75 (U.S. 231) FROM S.R. 30A (U.S. 98) (15TH ST) TO 23RD STREET (S.R. 368)

REVISION	BY	DATE	REVISION	BY	DATE
ADD 757. REVISE 118. VOID 1130	S.M.D.	12/12/23			
REVISE 140. 730 @ LINCOLN DR.	S.M.D.	10/31/23			
VOID 714. ADD 811 & 812	S.M.D.	10/25/23	ADDED PARCEL 741	S.M.D.	9-13-21
WHOLE TAKE PARCEL 177	S.M.D.	09/26/23	VOIDED PARCEL 170	S.M.D.	9-13-21
ADD SIGNS P166 & P167	S.M.D.	08/16/23	REVISED PARCEL 118,166	S.M.D.	9-13-21
CHANGE SHEET 6 OF "21"	S.M.D.	04/13/23	WHOLE TAKE P174	S.D.G.	6-1-21
ADD STA. TIE +98.47	S.M.D.	12/07/21	CHANGED P700 TO P730	S.D.G.	8-10-20

	BY	DATE
PRELIM	J.D.F.	03/01/18
FINAL	S.L.A.	10/08/21
CHECKED	S.M.D.	10/05/21

RIGHT OF WAY MAP

FLORIDA DEPARTMENT OF TRANSPORTATION
SURVEYING AND MAPPING

APPROVED BY Byron A. Faudett DISTRICT SURVEYOR DATE 4-28-20

F.A.P. NO. N/A SECTION N/A

STATE ROAD NO. 75 (U.S. 231) BAY COUNTY

MAPS PREPARED BY: SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 1130 HIGHWAY 90 CHIPLEY, FL 32428 (850) 638-0790

DATA SOURCE: 179104.ZIP, job231.gpk

SCALE: 1" = 50'

F.P. NO. 2179107 SHEET 6 OF 21

City of Panama City, Florida
501 Harrison Avenue, Panama City, FL 32401
(850) 872-3000 | panamacity.gov

MEMORANDUM

TO: Honorable Mayor and Commissioners

FROM: Janette Smith, CPA, CMC, City Clerk-Treasurer

DATE: January 13, 2026

RE: Notice of Term Expirations on the Infrastructure Surtax Citizens' Committee

The Infrastructure Surtax Citizens' Committee has three positions for two-year terms that expire on January 11, 2028.

The current members, Mr. Vic Jones (Ward IV appointment), Mr. David Smith (Mayor's appointment), and Mr. Charles (Tem) Fontaine (Ward II appointment) have expressed interest in retaining their positions on the Committee.

The Infrastructure Surtax Citizens' Committee is responsible for reviewing expenditures of the surtaxes to ensure that funds were expended on the projects identified by the Panama City Commission that are consistent with Florida State Statutes Chapter 212. Once a project is completed and reviewed the Infrastructure Surtax Citizens Committee will issue a report to the public on whether its findings of the expenditures were consistent with Florida Statute Chapter 212. These reports will be posted on the City website.

Each Panama City Commissioner may appoint one citizen of Panama City to the five-member Committee. Members serve two-year terms. A chair and vice-chair shall be selected by the Committee.

The Infrastructure Surtax Citizens Committee meets once a quarter at a minimum.

Applications are available on the City's website at www.panamacity.gov

City of Panama City, Florida
501 Harrison Avenue, Panama City, FL 32401
(850) 872-3000 | panamacity.gov

Agenda Item Request Form

ITEM: Consideration, approval and authorization for the Mayor to sign Resolution No. 20260113.1 authorizing the grant application by the City of Panama City under the FY2026 Florida's Safe Routes to Schools Infrastructure Program Grant from the State of Florida through the Department of Transportation for the City to install sidewalks along Beck Ave around Lucille Moore Elementary School.

BACKGROUND INFORMATION: Florida's Safe Routes to Schools Infrastructure Program is available to facilitate the planning, development, and implementation of projects that will improve safety and reduce traffic congestion, fuel consumption, and air pollution. The City of Panama City has determined that it is in the best interest add sidewalks to Beck Avenue around Lucille Moore Elementary School. The City is requesting $998,936.81.00 in grant funding to install sidewalks. This grant would require a 50% match of $500,000.00.

DEPARTMENT HEAD RECOMMENDATION: Staff recommends approval.

Budget Impact

Budgeted? Yes: ☐ No: ☐ Partially: ☒
Budgeted in which Fiscal Year?
How Much budgeted?

Is this a Capital Improvement as defined in s. 163.3164? Yes: ☐ No: ☒
Estimate of annual maintenance and operational costs associated with the Capital Improvement?

Funding: **Infrastructure Surtax Funds**
Cost Center: **105-4111**
Capital: **$500,000.00**

Requested By: Clint Murphy, J.D., Director of Public Works **Date:** 12/29/2025
Prepared By: Stacy Rausch, P.E., PMP, City Engineer/ Asst. Public Works Director **Date:** 12/29/2025
Reviewed By: Angie Lightfoot, Administrative Manager **Date:** 12/29/2025
Approved By: Clint Murphy, J.D., Director of Public Works CM **Date:** 12/29/2025

PANHANDLE ENGINEERING

Pre-Design Opinion of Construction Cost
Safe Routes to Schools
Panama City, Florida
Dec-25
Panhandle Engineering No. 13141
Beck Avenue Conceptual Plan

Item	Description	Item Quantity	Units	Unit Price	Total
1.0	**General Construction Cost**				
1.1	Mobilization / Demobilization (10%)	1	LS	$38,902.50	$38,902.50
1.2	Performance and Payment Bonds (2%)	1	LS	$7,780.50	$7,780.50
1.3	Maintenance of Traffic (20%)	1	LS	$77,805.00	$77,805.00
1.4	Construction Testing (2%)	1	LS	$7,780.50	$7,780.50
1.5	Stakeouts & Certified Asbuilt by Professional Surveyor (10%)	1	LS	$38,902.50	$38,902.50
1.7	Erosion Control / NPDES Permitting (Includes Silt Fence Inlet Protection Systems, Floating Turbidity Curtain, and Hay Bales)	1	LS	$40,000.00	$40,000.00
1.8	Clearing, Grubbing, and Demolition (5%)	1	LS	$19,451.25	$19,451.25
1.9	General Conditions / Contractor Profit (20%)	1	LS	$77,805.00	$77,805.00
				General Construction - Subtotal =	**$308,427.25**
2.0	**Sidewalk & Roadway Improvements**				
2.2	Concrete Sidewalk, 4" Thick	16,162	SF	$12.00	$193,944.00
2.3	Concrete Sidewalk, 6" Thick	2,015	SF	$16.00	$32,240.00
2.4	Concrete Curb & Gutter, Type F	2,839	LF	$45.00	$127,755.00
2.5	Concrete Curb & Gutter, Drop Curb	347	LF	$40.00	$13,880.00
2.6	Detectable Waring Mats	311	SF	$50.00	$15,550.00
2.7	Thermoplastic, Standard, White, Solid, 12" For Crosswalk and Roundabout	707	LF	$8.00	$5,656.00
				Sidewalk & Roadway Improvements - Subtotal =	**$389,025.00**
				General Construction Costs =	**$308,427.25**
				Sidewalk & Roadway Improvements =	**$389,025.00**
				Construction Contingencies (15%) =	**$58,353.75**
				Estimated Construction Cost Total =	**$755,806.00**
				Survey - Subtotal =	**$25,000.00**
				Design Engineering - (17%) =	**$128,487.02**
				Geotechnical Engineering - Subtotal =	**$8,000.00**
				Bidding - Subtotal =	**$5,000.00**
				C.E.I. - (10%) =	**$75,580.60**
				Safe Routes to Schools Beck Avenue Sidewalks Total Cost =	**$997,873.62**

RESOLUTION NO 20260113.1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PANAMA CITY, FLORIDA AUTHORIZING THE GRANT APPLICATION BY THE CITY OF PANAMA CITY UNDER THE FY2026 FLORIDA'S SAFE ROUTE TO SCHOOL INFRASTRUCTURE PROGRAM GRANT FROM THE STATE OF FLORIDA THROUGH THE DEPARTMENT OF TRANSPORTATION FOR THE CITY OF PANAMA CITY TO INSTALL SIDEWALKS AND AUTHORIZING THE CITY MANAGER AND AUTHORIZING THE GRANTS DIVISION OR DESIGNEE TO SUBMIT THE APPLICATION, AND THE CITY MANAGER TO EXECUTE AND IMPLEMENT ALL OTHER DOCUMENTS ASSOCIATED WITH THE IMPLEMENTATION AND EXECUTION OF THE GRANT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida's Safe Routes to School infrastructure Program was available to facilitate the planning, development, and implementation of projects that will improve safety and reduce traffic congestion, fuel consumption, and air pollution; and

WHERAS, the City of Panama City has determined that it is in the best interest to add sidewalks around schools; and

WHEREAS, the City of Panama City would like to submit an application for the FY26 Florida's Safe Routes to School infrastructure Program for sidewalks; and

WHEREAS, the City of Panama City is eligible to submit a Florida's Safe Routes to School infrastructure Program grant application to request $997,873.62 in grant funding to perform install sidewalks.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Panama City, Florida

SECTION I: FY 26 Florida's Safe Routes to School infrastructure Program grant application is hereby authorized.

SECTION II: The City Manager or designee is authorized to submit the FY 26 Florida's Safe Routes to School infrastructure Program grant application and City Manager or designee is authorized to execute all documents associated with the implementation and execution of the grant on behalf of the City of Panama City.

PASSED AND ADOPTED by the City Council of the City of Panama City, Florida this 13th day of January, 2026.

CITY OF PANAMA CITY

_____

Allan Branch, Mayor

ATTEST:

_____

Janette Smith, CPA, CMC, City Clerk

LEGAL IN FORM AND VALID IF ADOPTED

_____

Nevin J. Zimmerman, Esq., City Attorney

City of Panama City, Florida
501 Harrison Avenue, Panama City, FL 32401
(850) 872-3000 | panamacity.gov

AGENDA ITEM REQUEST FORM

ITEM: Consideration to approve Budget Amendment Resolution #20260113.2 and approve the Interlocal Agreement for staffing and the purchase of equipment to establish an internal City paving team.

BACKGROUND INFORMATION: At the November 4th, 2025 Panama City Community Redevelopment Agency Board Meeting, the Board voted to enter into an Interlocal Agreement (ILA) between the Panama City Community Redevelopment Agency (CRA) and the City of Panama City for roadway repairs and repaving in the Millville and Downtown North Districts. The Agreement in the Millville District is for the amount of $450,000.00 per year for five (5) years for a total of 4.3 miles of road repairs and repaving over that time, and in the Downtown North District for the amount of $250,000.00 per year for five (5) years for a total 2.4 miles of road repairs and repaving over that time. At the November 4th meeting, the Board also requested to include the St. Andrews CRA district beginning in FY27 in the amount of $250,000.00 per year for four (4) years for a total of 1.9 miles of road repairs over that time. The roadway repairs and repaving within all three CRA districts are outlined in the included Interlocal Agreement.

Additionally, using Housing and Urban Development (HUD) funds, in FY26 the City's Housing Department can contribute $273,000.00 for the leasing of a LeeBoy 8608 Asphalt Paver and $350,000.00 for paving materials and equipment rentals for roadway repairs and repaving in Low to Moderate Income (LMI) areas. During the 6-month lease period the paver could only be used in LMI areas. At the end of the lease term the City would then purchase the paver for approximately $1,700.00 and the City would then own the equipment and it could be used throughout the entire City.

This request also includes the purchase of a 15-ton Stoltz Site Spreader in the amount of $235,708.00 to be paid for using Environmental Services Reserve funds. This piece of equipment spreads an even layer of dry cement powder over the roadway which would then be incorporated into the road base and hydrated during the roadway repair process to improve the roadway's underlying base materials.

All of the above specified expenses (with the exception of the St. Andrews CRA funds as those will not be available until FY27) are included in Budget Amendment Resolution #20260113.2 in the amount of $1,558,708.00.

Additionally, this request includes a five-year plan showing how we can repair and repave 20 miles of City Streets over this period by supplementing the funds outlined above with Infrastructure

Surtax funds in years two through five of the ILA. Also included is a table showing the proposed roads to be repaired in the first year of the ILA is also included.

It should be noted that per the Commissions decision at the October 28th, 2025, the City is working with Roadway Management Technologies (RMT) for them to begin providing the City with real-time pavement condition data to aid in roadway management, maintenance, budgeting and decision-making. This system should begin providing data in the spring of this year, so some adjustments to the exact roadway segments to be repaired can be expected after that data is available.

DEPARTMENT HEAD RECOMMENDATION: Approve the Interlocal Agreement, approve the collaboration between the Housing and Public Works Departments, approve the above-mentioned equipment purchases, and approve the associated budget amendment.

Budget Impact

Budgeted? Yes: ☐ No: ☒ How Much budgeted? Click here to enter text.
If not, where do you suggest funds come from? Downtown North CRA, Millville CRA, CDBG, and Environmental Reserves

Cost Center Affected: 001-4110
☒ Personnel $ 300,000.00
☒ Operating $ 750,000.00
☒ Capital $ $235,708.00
☒ Revenue $ $273,000.00

Prepared By: **Matthew DeVito** Date: 1/5/2026
Requested By: **Clint W. Murphy** Date: 1/5/2026
Reviewed By: **Jared Jones** Date: 1/6/2026
Reviewed By: **Nevin J. Zimmerman** Date: 1/6/2026
Approved By: **Jonathan H. Hayes** Date: 1/6/2026

Sheila Ware
Director
Housing & Community Services

CITY OF Panama City FLORIDA

Office: (850) 872-7231
Mobile: (850) 867-1828
Email: sware@panamacity.gov
501 Harrison Avenue, Panama City, FL 32401
www.panamacity.gov

How did we do? Tell us here.

UNDER FLORIDA LAW, E-MAIL ADDRESSES ARE PUBLIC RECORDS. IF YOU DO NOT WANT YOUR E-MAIL ADDRESS RELEASED IN RESPONSE TO PUBLIC RECORDS REQUEST, DO NOT SEND ELECTRONIC MAIL TO THIS ENTITY. INSTEAD, CONTACT THIS OFFICE BY PHONE OR IN WRITING.

From: Madison, Tonya R <Tonya.R.Madison@hud.gov>
Sent: Wednesday, December 17, 2025 3:26 PM
To: Sheila Ware <sware@panamacity.gov>
Subject: RE: <External Message> Re: Lease Purchase Agreement for Paving Equipment

Hi Sheila,

The regulation is found at 24 CFR 570.207(b)(1)(i) (see below).

Construction equipment. *The purchase of construction equipment is ineligible, but compensation for the use of such equipment through leasing or depreciation pursuant to 2 CFR part 200, subpart E, as applicable for an otherwise eligible activity is an eligible use of CDBG funds. However, the purchase of construction equipment for use as part of a solid waste disposal facility is eligible under § 570.201(c).*

Tonya R. Madison, Sr. CPD Representative/Program Environmental Specialist
U.S. Department of Housing & Urban Development
Community Planning & Development Division
Jacksonville Field Office – 400 W. Bay Street – Suite 1015
Jacksonville, FL 32202
Phone: (904) 208-6161 Fax: (904) 232-3759
Hours: 7:30 AM. – 4:00 PM

From: Sheila Ware <sware@panamacity.gov>
Sent: Monday, December 15, 2025 11:43 AM
To: Madison, Tonya R <Tonya.R.Madison@hud.gov>
Subject: <External Message> Re: Lease Purchase Agreement for Paving Equipment

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. If you have concerns about the content of the email, please send it to phishing@hud.gov or click the Report Phishing Button on the Outlook ribbon or Phishing option within OWA.

Tonya,

Just following up on the request for documentation regarding the eligibility for the lease purchase of the paving equipment.

Thank you.

Sheila Ware
Director
Housing & Community Services

Office: (850) 872-7231
Mobile: (850) 867-1828
Email: sware@panamacity.gov
501 Harrison Avenue, Panama City, FL 32401
www.panamacity.gov

How did we do? Tell us here.

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RESOLUTION NO. 20260113.2

A RESOLUTION PROVIDING FOR THE AMENDMENT OF THE APPROVED FISCAL YEAR 2025-2026 BUDGET TO UTILIZE FUNDING FROM MULTIPLE CITY SOURCES FOR THE CREATION OF AN INTERNAL RESIDENTIAL PAVING CREW.

WHEREAS, the local municipal budget for the fiscal year 2026 was approved on the 23rd day of September, 2025; and

WHEREAS, the public hearing on said budget has been held as advertised; and

WHEREAS, it is desired to amend said approved budget;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PANAMA CITY, FLORIDA, that:

Section 1. The following amendments to the approved budget of fiscal year 2026 be made:

	INCREASE
GENERAL FUND REVENUES	
001.0000.381.100 – Interfund Transfers	$1,558,708
GENERAL FUND APPROPRIATIONS	
001.4110.51200 – Salaries and Wages	$300,000
001.4110.55300 – Road Materials and Supplies	$750,000
001.4110.56400 – Machinery & Equipment	$235,708
001.4110.57100 – Debt Service Principle	$273,000
DOWNTOWN NORTH CRA FUND APPROPRIATIONS	
140.5514.56500 – Construction in Progress	($250,000)
140.8800.59140 – Transfers General Fund	$250,000
MILLVILLE CRA FUND APPROPRIATIONS	
180.5518.56500 – Construction in Progress	($450,000)
180.8800.59140 – Transfers General Fund	$450,000
HOUSING & COMMUNITY SERVICES FUND REVENUES	
190.0000.370.000 – Budgetary Changes in Reserves	$623,000
HOUSING & COMMUNITY SERVICES FUND APPROPRIATIONS	
190.8800.59140 – Transfers General Fund	$623,000
ENVIRONMENTAL SERVICES FUND REVENUES	
440.0000.370.000 – Budgetary Changes in Reserves	$235,708
ENVIRONMENTAL SERVICES FUND APPROPRIATIONS	
440.8800.59140 – Transfers General Fund	$235,708

Section 2. The City Manager is hereby authorized to expend budgeted funds in furtherance hereof.

Section 3. The Mayor and City Attorney are hereby authorized to take such action as may be necessary to implement the purpose and provisions of this Resolution.

PASSED, APPROVED AND ADOPTED by the City Commission of the City of Panama City, Florida, at its regular meeting, on this 13th day of January, 2026.

CITY OF PANAMA CITY, FLORIDA

By: _____
Allan Branch, Mayor

Attest:

_____
Janette Smith, CPA, CMC, City Clerk-Treasurer

- Year 1 – City Staff will provide 2.12 miles of paving with soil improved FDR
  - Initially anticipating doing ≈ 660 linear feet per week, one-half mile per month
  - $579k in materials ($462k in asphalt, $97k in dry cement powder, $20k in asphalt tack coat)
  - $300k for (4) new positions (one Foreman @ $86k/yr; two Eq. Op. 3 @ $78k/yr each; one M.W. 2 @ $58k/yr; all #'s including benefits)
  - $150k for equipment rentals (five months of rentals)
  - $579k + $300k + $150k = $1,029,000 → $350k from Housing + $450k from MCRA + $250k from DNCRA = $1,050,000
  - $21k left over to cover unexpected costs, could do approx. additional 500 linear feet of paving
  - No contributions from Infrastructure Surtax in Year 1

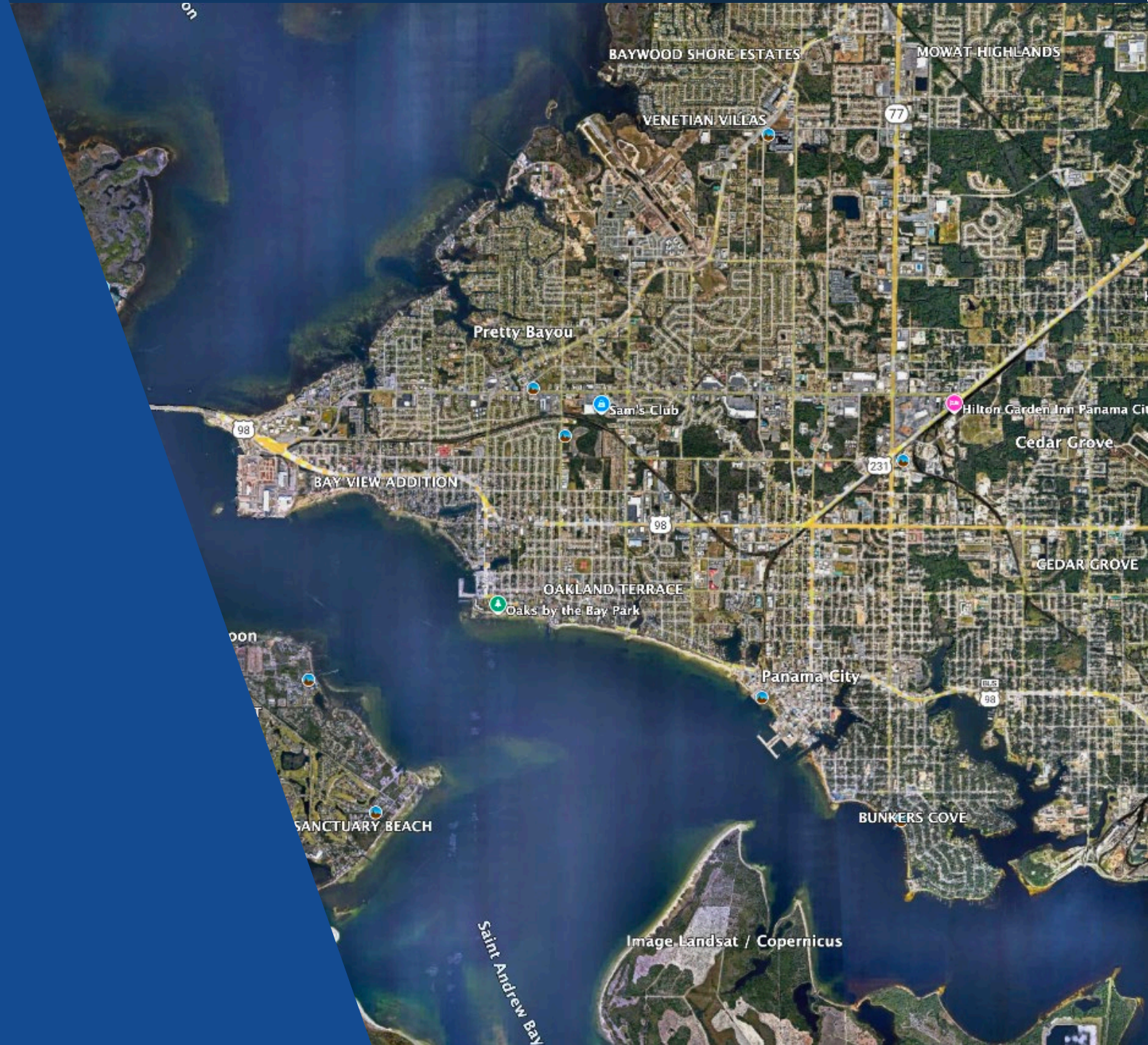
THE PLAN – Year 1

- Year 2 – Provide 3 Miles of Paving:
  - $450k from MCRA + $250k from DNCRA + $250k from SACRA + $100k from Housing = $1,050,000
  - $788k in materials ($627k in asphalt, $131k in dry cement powder, $30k in asphalt tack coat)
  - $300k in personnel
  - $250k (+/-) to purchase one piece of equipment (motor grader)
  - $54k for 6 months of rentals ($9k/mo. for 2 rollers x 6 = $54k; dump trucks and motor grader will be owned)
  - $92k for equipment maintenance and 15-year service life replacement
  - $788k + $300k + $250k + $54k + $92k = $1,484,000.00
  - $1,450,000 - $1,050,000 = $434,000 contribution from Infrastructure Surtax
- Year 3 – Provide 4 Miles of Paving:
  - $450k from MCRA + $250k from DNCRA + $250k from SACRA + $100k from Housing = $1,050,000
  - $1.050M in materials ($835k in asphalt, $175k in dry cement powder, $40k in asphalt tack coat)
  - $358k in personnel (adding one position to get to five)
  - $200k (+/-) to purchase one piece of equipment (grade roller)
  - $32k for 8 months of rentals ($4k/mo x 8 = $32k for one roller, all other equipment will be owned)
  - $105k for equipment maintenance and 15-year service life replacement
  - $1.050M + $358k + $200k + $32k + $105k = $1,745,000.00
  - $1,745,000 - $1,050,000 = $695,000 contribution from Infrastructure Surtax

- Year 4 – Provide 5.2 Miles of Paving:
  - $450k from MCRA + $250k from DNCRA + $250k from SACRA + $100k from Housing = $1,050,000
  - $1.370M in materials ($1.088M in asphalt, $230k in dry cement powder, $52k in asphalt tack coat)
  - $358k in personnel
  - $200k (+/-) to purchase one piece of equipment (asphalt roller)
  - $0 for rentals (all equipment will be owned)
  - $118k for equipment maintenance and 15-year service life replacement
  - $1.370M + $358k + $200k + $0k + $118k = $2,046,000.00
  - $2,046,000 - $1,050,000 = $996,000 contribution from Infrastructure Surtax
- Year 5 – Provide 5.7 Miles of Paving:
  - $450k from MCRA + $250k from DNCRA + $250k from SACRA + $100k from Housing = $1,050,000
  - $1.496M in materials ($1.190M in asphalt, $249k in dry cement powder, $57k in asphalt tack coat)
  - $358k in personnel
  - $0 to purchase equipment (all equipment to be owned)
  - $0 for rentals (all equipment will be owned)
  - $118k for equipment maintenance and 15-year service life replacement
  - $1.496M + $358k + $0k + $0k + $118k = $1,972,000.00
  - $1,786,000 - $1,050,000 = $922,000 contribution from Infrastructure Surtax

THE LOCATIONS

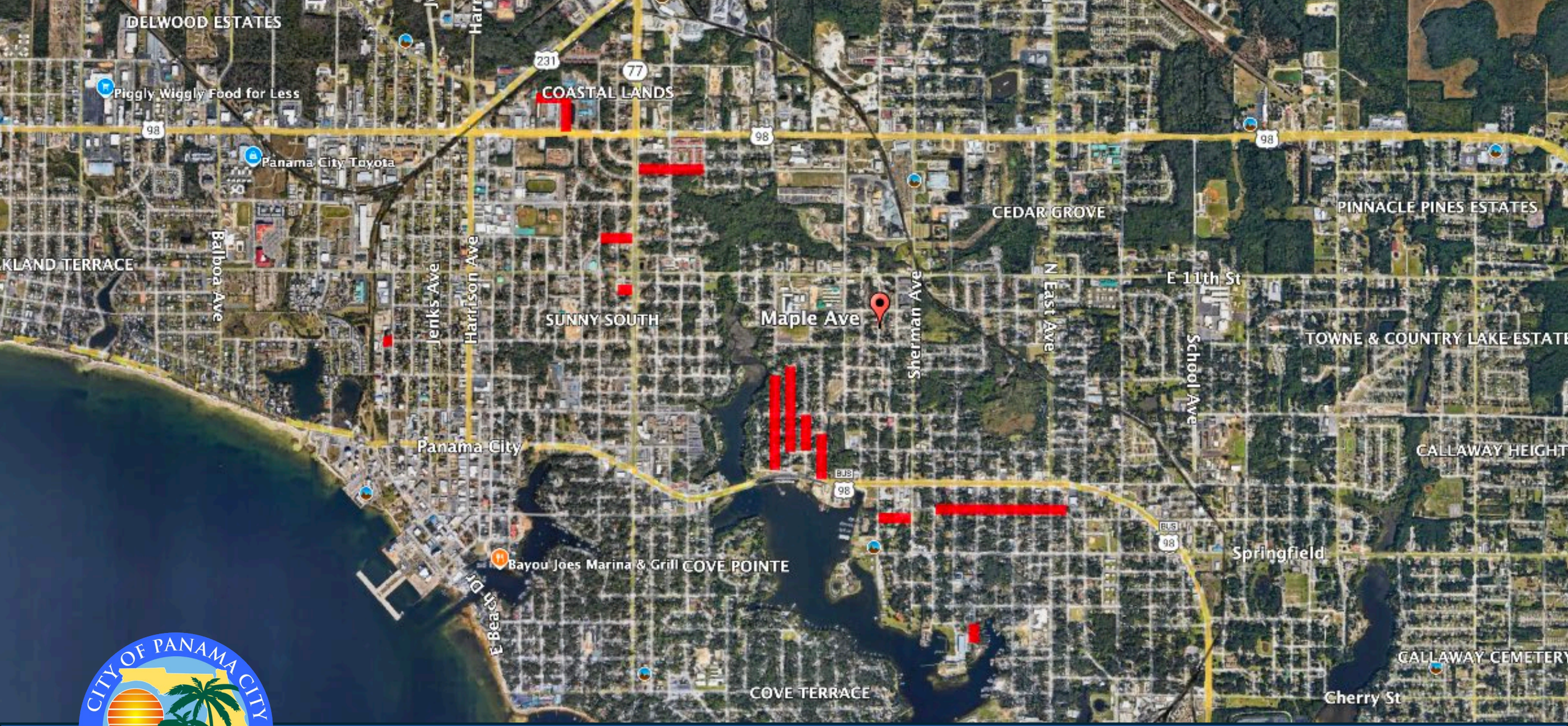
Year One



Roadway	From	To	Length	Area	Comm. Ward
4th Street	Maple	Sherman	650’	MCRA & LMI	1
4th Street	Maine	N. James	2,500’	MCRA & LMI	1
Center Avenue	1st Plaza	E. 2nd Court	350’	MCRA & LMI	1
E. 16th Street	End	Wilson Avenue	570’	LMI	2
Wilson Avenue	E. 16th Street	Hwy. 98	610’	LMI	2
E. 14th Street	MLK Blvd.	Mercedes Ave.	1,270’	DNCRA & LMI	2
E. 10th Court	Louisiana Ave.	MLK Blvd.	300’	DNCRA & LMI	2
W. 9th Street	Hub Drive	Mulberry Ave.	190’	DNCRA & LMI	1
Bay Avenue	E. 5th Street	E. 8th Street	1,800’	MCRA & LMI (S)	2
Williams Avenue	E. 6th Street	E. 8th Street	1,620’	MCRA & LMI (S)	2
12th Street	Hamilton Ave.	MLK Blvd.	640’	DNCRA & LMI	2
Satsuma	E 6th Street	E 7th Street	690’	MCRA & LMI	2

Total Length = 11,190’ = 2.12 miles

THE LOCATIONS – Year One



THE LOCATIONS – Year One

EXHIBIT A **SOLE SOURCE FORM**

Non-competitive selection of vendors and non-competitive purchasing may be used as a procurement method for purchases of products or services when available from only one source (sole source), when at least one of the questions below are answered affirmatively.

1. Is the item a component or replacement part for which there is no commercially available substitute and can be purchased only from the manufacturer, sole distributor, or provider?

2. Do you have a statement that describes why there is only one qualified sole source and a list of how many attempts and to whom alternative sources were made?

3. The needed product or service is available from only one known source, and such determination has been made by the Purchasing Manager or the Logistics Director?

4. Is the product or service wanted for experimental trial/pilot or testing?

5. Is the product being purchased for resale?

6. Are these items additional products or services needed to complete an ongoing vital task?

7. Is this a product or service being purchased from another unit of government?

8. Is the needed product or service one that may be available from more than one source? However, due to documented advantages such as uniqueness, vendor qualifications, timeliness, etc., a non-competitive purchase may be initiated when such determination has been justified that there is only one practicable and reasonable source, with confirmation by the Purchasing Manager or the Senior Logistics Manager

9. Is the purchase being made with funds that have become readily available through a grant process and must be spent in a time frame that does not permit competitive bidding?

If you answered yes to any of the sole source questions listed above, list the exception number here, and please explain why your purchase or service fits the exception.

Date 1-5-26 Department Public Works

Department Employee Print Matthew DeVita Signature Matthew DeVita

Department Director / Logistics Director / Assistant Director / Deputy Director

Print Shawn Seiple Signature

***** Signatures from the Department Director is required *****

Stoltz Mfg., LLC
121 Morgan Way, PO Box 527
Morgantown, PA 19543
Ph 800-843-8731 Fax 610-286-6600

Quote: 15 Ton Trailer Spreader

Cust. # : **Panama City** **Date:** **4-Nov-2025**
Name: **Matt** **Quoted by:** **Mike McHugh**
Address:
WO#
City, ST, Zip: **Model#**
email:

Project: **15 Ton Trailer Soil Stabilization Spreader**

#	Qty	Part Number	Description	Price ea.	Ext.
1					
2	1	SST 16	**Stoltz** 15 Ton Site Spreader Truck Body - 16 ft	163,279	$163,279
3		HF	Heavy frame and 600/50 flat profile tires		
4		~~PTO/HYD~~	~~1000 RPM with resevoir, 1-3/8" 21 spline~~	(7,748)	-$7,748
5			~~(plug to tractor compressor 8 gpm)~~		
6			Hydraulic pump (55 gpm) and reservoir		
7			Hydraulic valve bank - 3 section		
8			Hopper: 16 ft long x 7 ft 2 in wide, 7 ga steel		
9			Hopper capacity: 475 cu.ft. (15 ton)		
10			30-inch drag chain, hydraulic drive		
11			Enclosed return track 'Cleanout panels along sides		
12			Pulse Jet Filter can on dual 4" vents w/ reverse flow interior		
13			and 6" throttle flow		
14			Pressure relief on hopper		
15			4" camloc fill pipe		
16			Hydraulic rear gate with indicator		
17			Work Lights (twin 2000 lumen led)		
18			8 ft wide spreading auger		
19			Dust curtains around auger		
20			Paint Color: White		
21			Bin level indicator and warning light		
22		PJ	Compressor package for Pulse Jet filter		
			(tractor hydraulics - 8 gpm)		
23		Vibrators	Dual vibrators (momentary use only)		
24		Controller1	**Stoltz** controller w/ radar*		
25			*Includes on site training in the contiguous US		
26	1	Engine	74 HP Tier 4 **Deutz** diesel w/ hydraulic pump & reservoi	54,478	$54,478
27					
28					
29			Freight	5,800	$5,800
30			Total, Mounted, FOB Morgantown, PA		$215,000
31			Deposit to confirm order	-50%	-$107,500
32			Balance due before shipment		$107,500
33					
34			**Additional Options:**		
35					
36		65439	1000 rpm pto shaft (1-3/4" X 20 spline shaft)	513	
37		SS2310	10" drop box to lower auger	774	
38		Controller2	**Stoltz** manual controller package (no radar)	4,682	
39		Auger10	Replace 8 ft auger with 10 ft auger	1,864	
40		Auger12	Replace 8 ft auger with 12 ft auger	4,585	
41		SS4050	8 ft auger with spread width slide in plates	1,721	
42		SS4680	10 ft auger with spread width slide in plates	3,366	
43		Auger X	12 ft auger with spread width slide in plates	5,724	
44		Manway	24" Manway on roof (used for top loading)	4,644	
45			Includes ladder and fall protection		
46		Paint	Custom Paint Color	1,049	
47		LC	load cells	13,569	
48		SS5550	L/R Selector Plate	610	
49					
50			**Prices: EXW Morgantown, PA USA $US**		

Total with delivery of $235,708

City of Panama City Florida
501 Harrison Avenue, Panama City, FL 32401
(850) 872-3000 | panamacity.gov

SOLE SOURCE EXPLANATION FOR STOLTZ SITE SPREADER

The subject piece of equipment is a 15-ton trailer-mounted site cement spreader made by a company called Stoltz Manufacturing and the cost is $230,290. This piece of equipment is used to spread a controlled, uniform layer of dry cement powder over an existing roadway. This cement powder would then be hydrated during the pulverization process of the existing asphalt and road base as part of the full depth reclamation soil improvement process. As the manufacturer of the equipment, Stoltz has various vendors across the globe but sells directly to the customer in the United States and Canada.

Another company called Wirtgen Streumaster (WS) makes equipment that serves a similar function as the Stoltz Site Spreader. Quotes were obtained for various models of the WS equipment, one unit was $249,600 but this was only for the material hopper and spreading mechanism and would have to be mounted on a truck chassis separately (approximately an additional $125,000 to $150,000), or the trailer mounted WS equipment was $304,200 (quotation email attached).

Further research shows equipment from manufacturers in other countries such as China, India, Germany, and New Zealand. For a piece of equipment that is available in the US, serves the City's needs, and is affordable, it is City Staff's opinion that the Stoltz Site Spreader offers the only viable option to provide this functionality to the City.

The cement spreader unit is a 15-ton trailer mounted Stoltz Site Spreader. This piece of equipment spreads a controlled, low-dust, uniform layer of dry cement powder over the existing asphalt paving surface to be incorporated into the pulverized materials during the full depth reclamation soil improvement process prior to repaving the roadway. This piece of equipment will be used to improve the roadway base on residential City streets where the loads exerted on the pavement by City garbage trucks are the highest loads that these streets see on a recurring basis. The cost for this piece equipment is $235,708.00.

Prepared By: **Matt DeVito, P.E., Deputy City Engineer** **Date:** **1/5/2026**
Reviewed By: **Clint Murphy, Director of Public Works** *CM* **Date:** **1/5/2026**
Approved By: **Shawn Selph, Director of Logistics** **Date:** **1/5/2026**

Outlook

RE: Quote for Binding Agent Spreader - Panama City

From Chuck Tibbets <ctibbets@TEC1943.com>
Date Thu 6/19/2025 8:11 AM
To Matthew DeVito <mdevito@panamacity.gov>

Good morning Matt. Per our meeting last week I am sending you the Sourcewell pricing for the two Wirtgen binding agent pieces of equipment we discussed.

SW422MC truck mounted unit (Chassis not included) $249,600.00

SW 218 TC trailer mounted (Does not require PTO) $304,200.00

I will give you a call to discuss.

Thank You,
Chuck Tibbets (850-832-1036)
Tractor and Equipment Company

From: Matthew DeVito <mdevito@panamacity.gov>
Sent: Wednesday, June 11, 2025 12:51 PM
To: Chuck Tibbets <ctibbets@TEC1943.com>
Subject: RE: Quote for Binding Agent Spreader - Panama City

Sounds good sir, I am here.

Thanks,

Matt DeVito, P.E.
Deputy City Engineer
Public Works
Mobile: (850) 896-1132
Office: (850) 691-4583
Email: mdevito@panamacity.gov
501 Harrison Avenue, Panama City, FL 32401

UNDER FLORIDA LAW, E-MAIL ADDRESSES ARE PUBLIC RECORDS. IF YOU DO NOT WANT YOUR E-MAIL ADDRESS RELEASED IN RESPONSE TO PUBLIC RECORDS REQUESTS, DO NOT SEND ELECTRONIC MAIL TO THIS ENTITY. INSTEAD, CONTACT THIS OFFICE BY PHONE.

From: Chuck Tibbets <ctibbets@TEC1943.com>
Sent: Wednesday, June 11, 2025 10:39 AM
To: Matthew DeVito <mdevito@panamacity.gov>
Subject: Re: Quote for Binding Agent Spreader - Panama City

We are not. We will shoot for between 1:15 -2:00

Sent from my iPhone

> On Jun 11, 2025, at 10:35 AM, Matthew DeVito <mdevito@panamacity.gov> wrote:
>
> I need to be at the county government building at 11, are you guys at City Hall?
>
> Thanks,
>
> **Matt DeVito, P.E.**
> Deputy City Engineer
> Public Works
> **Mobile:** (850) 896-1132
> **Office:** (850) 691-4583
> **Email:** mdevito@panamacity.gov
> 501 Harrison Avenue, Panama City, FL 32401
>
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From: Chuck Tibbets <ctibbets@TEC1943.com>
Sent: Wednesday, June 11, 2025 10:32 AM
To: Matthew DeVito <mdevito@panamacity.gov>
Subject: Re: Quote for Binding Agent Spreader - Panama City

Can you make 10:45 work? My guy just got here.

Sent from my iPhone

> On Jun 11, 2025, at 9:14 AM, Matthew DeVito <mdevito@panamacity.gov> wrote:
>
> Sounds good sir.
>
> Just to make sure, this is at Panama City City Hall at 501 Harrison Avenue, correct?

Thanks,

Matt DeVito, P.E.
Deputy City Engineer
Public Works
Mobile: (850) 896-1132
Office: (850) 691-4583
Email: mdevito@panamacity.gov
501 Harrison Avenue, Panama City, FL 32401

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From: Chuck Tibbets <ctibbets@TEC1943.com>
Sent: Wednesday, June 11, 2025 9:12 AM
To: Matthew DeVito <mdevito@panamacity.gov>
Subject: Re: Quote for Binding Agent Spreader - Panama City

City Hall is facing ne. I will contact you when my guy arrives. Thanks

Sent from my iPhone

> On Jun 11, 2025, at 8:57 AM, Matthew DeVito <mdevito@panamacity.gov> wrote:
>
> Hey Chuck. I can meet today at the following times:
>
> 1. 9:45am to 10:45am
> 2. 1:15 to 2:00pm
> 3. After 3:30
>
> For me the 9:45 to 10:45 probably works best but I know that's short notice at this point, just let me know. Did you want to meet here at City Hall?
>
> Thanks,
>
> **Matt DeVito, P.E.**
> Deputy City Engineer
> Public Works
> **Mobile:** (850) 896-1132

Office: (850) 691-4583
Email: mdevito@panamacity.gov
501 Harrison Avenue, Panama City, FL 32401

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From: Chuck Tibbets <ctibbets@TEC1943.com>
Sent: Wednesday, June 11, 2025 7:04 AM
To: Matthew DeVito <mdevito@panamacity.gov>
Subject: RE: Quote for Binding Agent Spreader - Panama City

Good morning Matt. I have our Wirtgen specialist in town with me today and we were hoping to meet with you in person sometime today if possible.

From: Matthew DeVito <mdevito@panamacity.gov>
Sent: Tuesday, June 10, 2025 5:33 PM
To: Chuck Tibbets <ctibbets@TEC1943.com>
Subject: RE: Quote for Binding Agent Spreader - Panama City

Hey Chuck, sorry this got past me yesterday, I was out in the field most of the day.

Right now my schedule is pretty open on Thursday this week, does that work for you?

Were you wanting to meet in person or over the phone?

Thanks,

Matt DeVito, P.E.
Deputy City Engineer
Public Works
Mobile: (850) 896-1132
Office: (850) 691-4583
Email: mdevito@panamacity.gov
501 Harrison Avenue, Panama City, FL 32401

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From: Chuck Tibbets <ctibbets@TEC1943.com>
Sent: Monday, June 9, 2025 1:37 PM
To: Matthew DeVito <mdevito@panamacity.gov>
Subject: Re: Quote for Binding Agent Spreader - Panama City

How does around 10:30 on Wednesday morning work for you?

Sent from my iPhone

> On Jun 6, 2025, at 2:46 PM, Matthew DeVito <mdevito@panamacity.gov> wrote:
>
> Yes sir.
>
> What works best for your schedule?
>
> And do you want to meet in person or over the phone/teams/zoom?
>
> Thanks,
>
> **Matt DeVito, P.E.**
> Deputy City Engineer
> Public Works
> **Mobile:** (850) 896-1132
> **Office:** (850) 691-4583
> **Email:** mdevito@panamacity.gov
> 501 Harrison Avenue, Panama City, FL 32401
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From: Chuck Tibbets <ctibbets@TEC1943.com>
Sent: Friday, June 6, 2025 1:43 PM
To: Matthew DeVito <mdevito@panamacity.gov>
Subject: RE: Quote for Binding Agent Spreader - Panama City

Will you be available for a meeting next week?

From: Matthew DeVito <mdevito@panamacity.gov>

Sent: Friday, June 6, 2025 10:34 AM
To: Chuck Tibbets <ctibbets@TEC1943.com>
Subject: RE: Quote for Binding Agent Spreader - Panama City

Thanks Chuck. Different piece of equipment we're looking at for this use. We're looking to spread an even layer of cement powder to be incorporated into the road base for full depth reclamation asphalt paving projects.

Thanks,

Matt DeVito, P.E.
Deputy City Engineer
Public Works
Mobile: (850) 896-1132
Office: (850) 691-4583
Email: mdevito@panamacity.gov
501 Harrison Avenue, Panama City, FL 32401

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From: Chuck Tibbets <ctibbets@TEC1943.com>
Sent: Friday, June 6, 2025 10:26 AM
To: Matthew DeVito <mdevito@panamacity.gov>
Subject: RE: Quote for Binding Agent Spreader - Panama City

This is for spreading powdered cement. I think what your are looking for is a tack distributor (Rosco Max 3B) or a tack wagon.

From: Matthew DeVito <mdevito@panamacity.gov>
Sent: Wednesday, June 4, 2025 4:40 PM
To: Chuck Tibbets <ctibbets@TEC1943.com>
Subject: Quote for Binding Agent Spreader - Panama City

Good Afternoon Chuck,

I was doing some research for a binding agent spreader that the City would use as part of our

road paving operation. I came across the below and saw that you guys are a dealer. Can you provide a quote for the two units below? Please let me know if you need any additional information from me.

<image001.png>

Thanks,

Matt DeVito, P.E.
Deputy City Engineer
Public Works
<image002.png>
Mobile: (850) 896-1132
Office: (850) 691-4583
Email: mdevito@panamacity.gov
501 Harrison Avenue, Panama City, FL 32401
www.panamacity.gov

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INTERLOCAL AGREEMENT
PW Road Paving

THIS INTERLOCAL AGREEMENT (this "Agreement") is made and entered into this ____ day of January, 2026, effective as of the _____ day of _____, 2026 by and between the CITY OF PANAMA CITY, FLORIDA, a Florida municipal corporation (the "City") and the CITY OF PANAMA CITY COMMUNITY REDEVELOPMENT AGENCY, a Dependent Special District of the City of Panama City (the "CRA,") (the City and CRA are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties").

RECITALS

WHEREAS, both parties agree that efficiently improving and maintaining the City's infrastructure is vital to citizens' quality of life; and

WHEREAS, both parties agree that improving the infrastructure within a community enhances safety and transportation, provides for increased mobility and connectivity for the citizens and improves neighborhood aesthetics which in turn promotes more investment in the area; and

WHEREAS, an objective of the Panama City redevelopment plan is to improve the infrastructure, mobility, and connectivity in the CRA districts, to enhance public safety and to encourage investment in the districts; and

WHEREAS, the CRA Board set aside funds for road paving and resurfacing in its budget for the Millville and Downtown North districts over the next five (5) years and the St. Andrews district over the next four (4) years beginning in fiscal year 2026-2027; and

WHEREAS, the City's public works department has the capability to repave and resurface roadways within the CRA at a lower overall cost compared to the CRA hiring private contractors; and

WHEREAS, the CRA and the City recognize the cost savings as enhancing fiscal responsibility and stewardship by utilizing the lower cost public works department for paving and resurfacing so that an increased amount of linear miles of roadways within the specified redevelopment area can be improved for the same amount of funding; and

WHEREAS, the CRA desires to contract with the City to provide road paving and resurfacing services within the Millville, St. Andrews and Downtown North CRA districts; and

WHEREAS it is in the best interest of the CRA, the City, and the citizens of the City of Panama City, Florida to establish this Program.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the CRA agree as follows:

Section 1. Recitals and Authority.

1.1 Recitals. The Recitals set forth above are true and correct and are incorporated in this Agreement by reference.

1.2 Authority. This Agreement is entered into by the Parties pursuant to Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," and Section 163.400, Florida Statutes, entitled "Cooperation by Public Bodies."

Section 2. Intent. The intent of this Agreement is to provide the terms and conditions by which the City of Panama City's Public Works Department (PW Department) will provide road paving and resurfacing for the designated lineal miles per year for the next five (5) years of the City's roadways within the Millville and Downtown North CRA districts, and the next four (4) years within the St. Andrews district beginning in fiscal year 2026-2027.

2.1 The Panama City PW Department will provide road paving and resurfacing each year in the three designated districts in the amount of linear miles listed each year as listed in Exhibit A.

2.2 The Director of the PW Department, and/or his designee, will oversee all aspects of the Program.

Section 3. Method of Reimbursement and Compensation.

3.1 Cost of the Service. CRA agrees to pay City of Panama City a total of Four Hundred Fifty Thousand Dollars ($450,000) for the Millville District, Two Hundred Fifty Thousand Dollars ($250,000) for the Downtown North District, annually for a period of five (5) years for the above-mentioned services. The CRA agrees to pay City of Panama City a total of Two Hundred Fifty Thousand Dollars ($250,000) for the St. Andrews District, annually for a period of four (4) years beginning in fiscal year 2026-2027 for the above-mentioned services.

3.2 Reimbursement to City. In consideration of providing the services described in Article 2 hereof by the City commencing on _____, the CRA will compensate the City, to the extent funds of the CRA are budgeted and available and eligible for payment in accordance with section 163.387(6), Florida Statutes, as consideration for services provided to the CRA during fiscal years 2025-2026, 2026-2027, 2027-2028, 2028-2029, and 2029-2030 by the City. The CRA's payment obligations under this Agreement constitute an obligation to pay and indebtedness in accordance with the Act. These payments will be made in full upon receipt of an invoice from the City.

3.3 Method of Payment. The parties agree that the CRA's obligation to compensate the City pursuant to section 3.1 hereinabove shall be made to City in accordance with the CRA approved budget and with available funds. Provided, however, any outstanding payment obligation not waived shall be budgeted by the CRA and made available to the City prior to the termination of the trust fund as provided in Chapter 163 of Florida Statutes.

3.4 Annual Statement and Payment. The City shall prepare and present to the CRA an annual statement each fiscal year to be approved as part of the CRA annual budget process. The annual statements shall reflect the upcoming fiscal year anticipated costs for the amount of lineal miles to be paved in each district area as well as any unpaid obligations from prior periods. Any amounts contained in the approved CRA budget for payment to City shall be paid by the CRA.

Section 4. Term. The term of this Contract shall begin on the date of approval and execution of this Contract and shall ends on September 30, 2030. On an annual basis, the scope of services provided herein and the corresponding costs for said services will be reevaluated based on needs of the specified redevelopment area for each additional fiscal year. Renewal of this Agreement shall be for successive one-year terms upon written consent of all parties to the Agreement. The payments referenced in Exhibit A hereto will be made in full upon receipt of an invoice from the City.

Section 5. Records. City and CRA shall keep such records and accounts as may be necessary to support the cost of services incurred by the CRA in accordance with this agreement. Such books and records will be available at all reasonable times for examination and audit by CRA and shall be retained as provided by law or for no less than a period of six (6) years after completion of each requested service performed pursuant to this Agreement.

Section 6. Miscellaneous.

6.1 Headings. The headings of the sections of this Agreement are for convenience only and do not affect meanings of any provisions hereof.

6.2 Amendment. The terms, covenants, conditions and provisions of this Agreement cannot be altered, changed, modified or added to, except in writing signed by the City and the CRA and approved by the CRA Board and the City Commission.

6.3 Third Party Beneficiaries. Neither of the Parties intend to directly or substantially benefit any third party by this Agreement. Therefore, Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

6.4 Construction. Both Parties have substantially contributed to the drafting and negotiation of this Agreement and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

6.5 Governing Law; Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be solely in Bay County, Florida.

6.6 Invalidity. If any term or provision of this Agreement, or the application thereof to any person or circumstance is determined to be invalid or unenforceable, then to the extent that the invalidity or unenforceability thereof does not deprive a Party of a material benefit afforded by this Agreement, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and will be enforced to the full extent permitted by law.

6.7 Waiver. No express or implied consent or waiver by a Party to or of any breach or dealt by the other Party in the performance by such other Party of its obligations under this Agreement will be deemed or construed to be a consent or waiver to or of any other breach or dealt in the performance by such other Party of the same or any other obligations of such other Party hereunder. Failure by a Party to complain of any act or failure to act of the other Party or to declare the other Party in default, irrespective of how long such failure continues will not constitute a waiver by such Party of it rights hereunder. The giving of consent by a Party in any one instance will not limit or waive the necessity to obtain such Party's consent in any future instance.

6.8 Independent Contractor. In performing its obligations hereunder, the City shall be deemed an independent contractor and not an agent or employee of the CRA.

6.9 Assignment. Neither this Agreement, or any interest herein, shall be assigned, transferred or otherwise encumbered by the CRA or the City without the prior written consent of the other Party.

6.10 Notice. Whenever any party desires or is required by this Agreement to give notice to the other party, it must be in writing and given by hand, sent by certified mail, with return receipt requested, or sent by a recognized overnight courier (e.g., Federal Express) addressed to the party for whom it is intended, at the address specified for notice by the Parties from time to time. Notice may also be given by electronic means (e.g., facsimile or email) provided such is followed up with a hard copy by one of the methods in the previous sentence.

6.11 Entire Agreement. No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The Parties acknowledge that this Agreement contains the entire understanding and agreement of the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the City and the CRA hereto have caused this Agreement to be executed as of the date first above written.

CITY:

CITY OF PANAMA CITY

By: _____
Allan Branch
Mayor

ATTEST:

By: _____
Janette Smith, CPA, CMC
City Clerk-Treasurer

Approved as to form and legal sufficiency:

By: _____
Nevin J. Zimmerman, City Attorney

CRA:

CITY OF PANAMA CITY COMMUNITY REDEVELOPMENT AGENCY

By: _____
Jonathan H. Hayes
Executive Director

Approved as to form and legal sufficiency:

By: _____
Nevin J. Zimmerman, Esq., CRA Attorney

Exhibit A

The following identifies the total lineal miles per year in each identified district of the CRA that the City's Public Works Department is to provide.

Millville:

- **Year One (FY26) 0.80 centerline miles (4,224 linear feet)**
- **Years Two through Five (FY27 – FY30) 0.88 centerline miles per year (4,646 linear feet)**
- **Total length of 4.30 centerline miles over five years**

Downtown North:

- **Year One (FY26) 0.40 centerline miles (2,112 linear feet)**
- **Years Two through Five (FY27 – FY30) 0.50 centerline miles per year (2,640 linear feet)**
- **Total length of 2.40 centerline miles over five years**

St. Andrews:

- **Year One (FY27) 0.40 centerline miles (2,112 linear feet)**
- **Years Two through Four (FY28 – FY30) 0.50 centerline miles per year (2,640 linear feet)**
- **Total length of 1.90 centerline miles over four years**

COST BREAKDOWN

CRA District	*Annual Cost Per District*
Millville	$450,000.00
St. Andrews	$250,000.00
Downtown North	$250,000.00

City of Panama City, Florida
501 Harrison Avenue, Panama City, FL 32401
(850) 872-3000 | panamacity.gov

Agenda Item Request Form

ITEM: Consideration of unsolicited offers for City properties received by staff through January 5th,2026.

BACKGROUND INFORMATION: At the direction of the City Manager, City staff has compiled all unsolicited offers received and organized them by date for Commission consideration. A spreadsheet listing the offers have been attached for your review.

Department Head Recommendation: Staff requests Commission provide direction on unsolicited offers received through January 5th, 2026.

Budget Impact:

Budgeted? Yes: No: N/A

If more, where do you suggest funds come from? Click here to enter text.

Cost Center: N/A

Requested & Prepared By: Shawn Selph, Logistics Director Date:1/5/2026

Reviewed By: Brandy Waldron , Assistant City Managers Date: 1/5/2026

Approved By: Jonathan H. Hayes, City Manager Date: 1/5/2026

	Property Description	Parcel Number	Estimated Value	Appraisal (Y/N)	Appraisar, Website	Company/Entity Name	Contact Person	Contact Information (Phone)	Contact Information (Email)	Department & Method Received	Notes
12-May-22	805 East Avenue 1201 N East Avenue 1537 N. James Avenue	15892-000-000 15834-010-000 14839-000-000	$217,210 $76,885 $137,036	N	Bay County Website	ERA Neubauer Real Estate	Tom Neubauer	850-522-7450	tom@panamacityera.com	Commissioner J Street, Email	Initiated by Eastern for workforce housing in 2022
14-Jul-23	1900 W 17th Street 1706 Flower Avenue	13827-000-000 13828-010-000	$14,112 $42101	N	Bay County Website	Meyers Electric, LLC	Jason Meyers	850-774-7224	jason@meyerselectric.org	Mark McQueen, Email	Affordable housing for employees at Meyers Electric
11-Aug-25	609 Elm Avenue	22726-010-000	$6,099	N	Bay County Website	New Bethel Church	Pernell Smith	850-763-8341	pastor@newbethel1308.org	CMO Office, Email	Housing Department split parcels and are under contract
22-Sep-25	3103 Standford Road	13210-161-000	$406,682	N	Bay County Website	USA Land Group, LLC	Kim Mitchell	888-487-3098	salesteam@usaland.group	Purchasing, Mail	Deadline for acceptance 10/25/2025
22-Sep-25	1022 Balboa Avenue	18161-010-000	$216,521	N	Bay County Website	USA Land Group, LLC	Kim Mitchell	888-487-3098	salesteam@usaland.group	Purchasing, Mail	Deadline for acceptance 10/25/2025
26-Sep-25	1218 College Avenue	15805-000-000	$425,000	Y	Abbot Appraisal Associates	The Paces Foundation, Inc	Stephen Bien	813-731-1244	steve@sohohousingpartners.com	Sheila & Michael, Email	Soho Housing Partners have been in email communication with Michael and Sheila since July 2025 in regard to developing a single building, 3-4 story senior or family to house 80 units.
15-Oct-25	1100 Fountain Avenue	18764-010-000	$245,000	Y	Giles Appraisal Group	Girls Incorporated of Bay Bounty	Charlie Haas	850-896-2240	charlie@countsrealestate.com	CMO Office, Email	Letter of Intent to Sell 1100 Fountain Avenue in exchange for a long term lease agreement to include the Large Club House at 1900 W 11th Street
15-Nov-25	11 Lots on Harmon Avenue	19785-000-000	$18,000 Per Lot	N	Bay County Website		Keith Mefford		keithmefford@yahoo.com	CMO & Legal, Email	Keith emailed Jonathan and Legal 11 Lots: 540 Harmon thru 578 Harmon Ave Construct 10 Single Family Homes
19-Nov-25	1346 North Palo Alto Avenue	16807-000-000	$13,600	N	Bay County Website	Glenwood Home Builders	Schwartz Gainer			Shiela Ware, Email	Letter addressed to Mayor & Commissioners The letter did not include the offer amount
OTHER											
31-Dec-20	Beck Avenue Site					Trowbridge & Royse	Roy Gonzales	810-217-6882		Commissioner J Street, Email from McQueen	Proposal submitted for Beck Avenue Site- mixed use development
11-Aug-21							Nancy Anne		nancyanne1960@gmail.com	Commissioner J Street, Email	P3 Info Public Private Partnership (P3) City of Sarasota The email only contained an application link
3-Jan-22	Sweet Bay Park					CPAR	Debbie Ashbrook	850-763-8078	ceo@cpaor.org	Commissioner J Street, Email	Sweet Bay Park P3 Equipment
11-Mar-22	13101 Villa Gateway Park (Uncle Ernie's)					Panhandle Engineering	Chris Forehand	850-596-1235	cbf@panhandleengineering.com	Commissioner J Street, Email	Concept plan for Villa Gateway Park
2-May-22	St Andrew's Area Development					GAI Consultants		407-423-8398	gaiconsultants.com	Commissioner J Street, Email from McQueen	Economic Advisor to complete evaluations of two development proposals
29-Apr-22	St Andrew's CRA Area					Dover, Kohl & Partners	Amy Groves			Commissioner J Street, Email from McQueen	Public Private Partnership (P3) for the St Andrew's CRA Area They reviewed the proposals received for the P3 RFP for St Andrews. (Suggested JMM Proposal)

18-Jul-22	Beck Avenue Site					JMM Group	Joel Morgan	850-625-3062	jhcjr@habersham.com	Commissioner J Street, Email from McQueen	PC22-006 Public Private Partnership (P3) Mixed Use Development
8-Sep-22						FAMU-FSU Engineering	Youneng Tang	850-410-6119	ytang@eng.famu.fsu.edu	Commissioner J Street, Email	Potential Partnership with FSU/FAMU Department of Civil & Environmental Engineering
9-Sep-22	2321 E. 19th Place						Nevin Zimmerman			Legal sent notificatin to the Mayor & Commissioners	Complaint for Ejectment. The McCroan family moved to this location in their motor home. They believed they would receive housing assistance, but failed to complete the application
14-Dec-22						Prosperity Quality Service	Michelle Castillo	305-469-0689	prosperityqs@gmail.com	Legal, Email	Development of affordable housing in Panama City
20-Jun-23	Chapman Park					Dugout Sports Training LLC	Kevin Tolar & Adam Rowe	850-393-8413	kevintolar@hotmail.com	Email sent to Commissioners	Build a state of the art free standing structure with 2 adjacent fully turfed and lighted fields at Chapman Park in collaboration with the City. Chapman Park revitalization proposal with Dugout Sport Training
14-Aug-24	PC Aquarium						Sean Preston		seanpreston73@gmail.com	Commissioner J Street, Email	PC Aquarium Project Sean Preston & Dr. Jon Schmidt City needs to contribute $50K to $100K to the architectural design and economic impact studies
14-Aug-24	Construction of various City of PC Municipal Projects					Two Hired Guns Consulting	Sean Preston		seanpreston73@gmail.com	Commissioner J Street, Email	Advisers will serve as the strategic and project advisors for various PC municipal Projects Monthly Retainer: $15,000
14-Aug-25	MLK Facilities					Boys & Girls Clubs of Bay County	Hank Hill	850-573-5606	ceo@bgcbayfl.org	CMO, Email from CEO	Partnership with the Boys & Girls Clubs operating in concert with the City in providing services at the new MLK Facility
26-Aug-25	80 City-Owned Lots					Bay County Development		850-215-4472	1764 Lisenby Ave Panama City 32405	Proposal addressed to Planning & Development Department	Proposed innovative public-private partnership to address the critical workforce housing shortage. Request allocation of 80 city-owned lots at no cost in exchange for development of affordable housing units
21-Oct-25	Hidden Woods					Hidden Woods LLC	Kim Bottomy	850-541-6222	kim@kbengineering.com	Commissioner J Street, Email	Water Booster Station location within Hidden Woods P3 for water storage tank in PC North Potential land donation in lieu of future impact fees to assist in infrastructure growth
1-Nov-25	1835 Fountain Ave 31 3s 14w 53 2020 W 17th Street	1336-000-000 13837-000-000 13835-000-000					Josh Street	850-867-0920	jstreet@panamacity.gov	CMO Office, Email from J. Street	No offer was found on the attached document. Official NFL Playing Rules were submitted

City of Panama City, Florida
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MEMORANDUM

TO: **Jonathan H. Hayes**, City Manager

VIA: **Jared Jones, ICMA-CM,** Assistant City Manager
Brandy L. Waldron, Assistant City Manager

CC: **Janette Smith, CPA, CMC**, City Clerk-Treasurer
Kristen Kennedy, Public Affairs Manager

FR: **Clint W. Murphy, J.D.,** Public Works Director

RE: **Water Meter Status Report**

DT: **January 5, 2026**

SUMMARY:

This is a snapshot report of the current water meter replacement situation in the City of Panama City ("the City") meter section. Based on information from our Raybern Consulting, we estimate that 1,600 (8%) of active water meters in the City are not reporting Automatic Meter Reads (AMRs) after eliminating inactive or non-existing accounts from the analysis.

BACKGROUND:

Between 2012 and 2014, the City purchased and installed approximately 17,000 Sensus IPearl water meters, manufactured before 2014. These meters have a service life of 20 years. Between 2012 and 2014, the City purchased and installed approximately 1,000 Sensus Omni meters of various sizes to use on service lines ranging in diameter from 1 1/2 inches to 8 inches. These meters have a service life of approximately 10 years, and all are now at the end of their life.

As IPearl meters began to fail prematurely in large numbers, the City focused on an effort to replace the existing backlog of failed Sensus meters. However, at the very infancy of the meter replacement effort, Hurricane Michael hit in October 2018. For almost a year, all focus was devoted to disaster recovery efforts. By mid-2019, the City again made a concentrated effort to replace the existing backlog of failed meters. Within about a year, the backlog of approximately 400 meters was replaced. While also keeping up with the newly failed meters, meter replacement crews worked six days a week to keep pace with this program.

The issue was further complicated by the fact that our remote meter reading system relies on tower receivers spaced throughout the City that pick up signals from individual transmitters installed on most of our meters, eliminating the need for manual meter readings. Several of the towers were damaged during Hurricane Michael, and the meter transmitters, known as MXU devices, were also nearing the end of their Life expectancy and began failing in large numbers. When an MXU unit failed, it became more difficult to determine if the meter was functioning, as it required going into the field and manually reading the meter.

When COVID affected the global supply chain in 2020, the meter replacement program slowed down as the City experienced significant supply chain issues. Replacing failed meters came to a halt for over a year, as they waited for new meters to become available. During this time, the meter replacement program was limited to only maintaining the demand for new tap installations. MXU units also became more difficult to purchase.

This resulted in a significant escalation in the backlog of meters needing to be replaced as they continue to fail at a rate of 50 to 100 per week. Further compounding the problem, all large Omni meters reached end-of-life status and began to fail simultaneously, creating a perfect storm scenario that necessitated the replacement of meters and MXUs.

In mid-2025, the City hired Raybern Consulting to assist with the diagnostics and troubleshooting of the entire system, including a review of our internal process flows. Raybern has identified many duplicate and ghost accounts, which made it appear that we had many more accounts relying on estimated billing. The current estimate of 1,600 (8%) of active water meters in the City not reporting Automatic Meter Reads (AMRs) was derived from Raybern Consulting after eliminating inactive or non-existent accounts from the analysis.

CURRENT STATUS (DECEMBER 2025):

1. The City currently has 19,597 active potable and irrigation water accounts. Of these, ~1,600 meters are not being read. This is down from over 3,000 meters in early 2024. Meters that are not being read are being estimated by the Utility Billing Division. Additional meters have alerts indicating they need replacement or removal from the system, and currently, on average, 100 meters per week stop functioning correctly. Of the ~1,600 meters, the most recent data analysis found 84 meters not listed as active in Sensus, 1,458 meters with mismatched IDs, and 59 meters with radios not matching between systems; site visits are needed to resolve these issues. It appears that most of the units that fail are from installations before 2012.

2. The City has a five-person meter crew and continues to be challenged in maintaining the necessary pace to keep up with the volume of meters that need to be verified and/or replaced. To assist, an outside contractor was brought in to help. Matthew Headrick, with LRIE InfraLytics, was contracted by Underground Utilities in early 2025 to diagnose and repair/replace meters/MXUs, where necessary. Approximately 2,500 meters were identified in the original list. These meters were segregated into 4 Cycles. Evaluation and repair/replacement of Cycle 2 units is complete. Cycle 4 activities are underway. Cycles 1 and 3 units are scheduled for the near future. A total of 1,497 units have been verified in the Sensus system. This means they were visually and physically evaluated. Repairs were

made, if possible; however, 1,212 required complete replacement. The replaced units were then set up in the system with new meter and MXU designations. Finally, they were verified to be working in the Sensus system.

3. Experience has found that nearly 95% of the non-working units were 1 inch or smaller meters and required complete replacement since the MXU and meter were combined units. 1 inch and smaller also comprises the largest number of meters installed. Approximately $80,000 has been paid to date to LRIE InfraLytics for the diagnosis, repair, replacement and verification of meters since February 2025.

4. Given the high replacement volume, the process has been slowed by funding for and the availability of new units. As this is an issue, Underground Utilities requested that Raybern provide the list of units currently installed that are still within the 10-year full replacement warranty. They could concentrate on these units since replacement unit costs will be covered.

5. In addition to funding being an issue, utility billing cannot keep up with the massive data entry needed for inputting new meters into the billing system and removing replaced meters from the system.

CONCLUSION:

With our current staffing levels, even with the assistance of LRIE InfraLytics, it is a challenge to both keep pace with the replacement project and meet the demands of our everyday operation to make up the deficit in nonfunctioning meters, as the number of meters failing each week roughly matches what we can troubleshoot, remove, and install.

A proposal has been received from Core and Main, our vendor that supplies our meters, to assist in the troubleshooting, field verification, and meter replacement program to get our system up and running. This proposal is being revised with the new meter data recently supplied by Raybern Consulting. We expect to move forward within the next 4-6 weeks and will take any necessary action before the City Commission to effectuate the required repairs to our system.