City of Panama City

AGENDA
CITY COMMISSION MEETING
840 WEST 11TH STREET
February 10, 2026, 8:00 a.m.

1. Opening Prayer with Dr. Delwynn Williams, Pastor, St. John Missionary Baptist Church.
2. Pledge of Allegiance to the Flag.
3. Roll Call and approval of Minutes for the January 27, 2026, Commission Meeting.

   Documents:

   01.27.2026 MINUTES COMMISSION MEETING.PDF

4. Additions, Deletions and Modifications.
5. Community Announcements.
6. Public Hearings.

6.a. First Reading of Ordinance No. 3299 - Amendment to Chapter 12, Environment, adding Article VIII – Railroad Rights-of-Way Vegetation, Drainage, and Nuisance Maintenance.

Documents:

LETTER TO COMMISSION RE RAILROAD ROW MAINTENANCE - 1-19-25.PDF
ORDINANCE 3299 FOR RAILROAD ROW MAINTENANCE - 1-18-25.PDF

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

8.a. Consideration to approve the Special Event Permit for Bay County Chamber of Commerce Annual Block Party on March 12, 2026, from 5:00 p.m. to 7:00 p.m. on 235 W. 5th Street, sponsored by Bay County Chamber of Commerce. (Road closure on 5th Street. from Oak Avenue to Mercer Avenue and on Oak Avenue from 5th Street to Mercer Avenue)

Documents:

AGENDA ITEM REQUEST FOR BAY COUNTY CHAMBER OF COMMERCE ANNUAL BLOCK PARTY ON 03-12-26.PDF
SPECIAL EVENTS APPLICATION FOR BAY COUNTY CHAMBER OF COMMERCE ANNUAL BLOCK PARTY ON 03-12-26.PDF
SITE MAP FOR BAY COUNTY CHAMBER ANNUAL BLOCK PARTY ON 03-12-26.PNG

8.b. Consideration to approve the Special Event Permit for Florida Redfish Series Tournament on April 11, 2026, from 5:00 a.m. to 5:00 p.m. on Panama City Marina, sponsored by Florida Redfish Series.

Documents:

AGENDA ITEM REQUEST FOR FLORIDA REDFISH SERIES TOURNAMENT ON 04-11-26.PDF
SPECIAL EVENTS APPLICATION FOR FL REDFISH SERIES TOURNAMENT ON 04-11-26.PDF
SITE MAP FOR FL REDFISH SERIES TOURNAMENT ON 04-11-26.PDF

8.c. Consideration to approve the Special Event Permit for CPAR 5K on May 16, 2026, from 8:00 a.m. to 10:00 p.m. on Scenic Cove 5K approved route and by Center for the Arts, sponsored by CPAR. (Road Closure on 4th Street from Harrison Avenue to Luverne Avenue)

Documents:

AGENDA ITEM REQUEST FOR CPAR 5K ON 05-16-26.PDF
UPDATED SPECIAL EVENTS APPLICATION FOR CPAR 5K ON05-16-26.PDF
SITE MAP FOR CPAR 5K ON 05-16-26.PDF
ADDITIONAL SITE MAP FOR CPAR 5K ON 05-16-26.PDF

8.d. Consideration to approve the Special Event Permit for Groove Fest on June 27, 2026, from 3:00 p.m. to 10:00 p.m. on Panama City Marina, sponsored by the Grown Folks Entertainment Promotions LLC.

Documents:

AGENDA ITEM REQUEST FOR GROOVE FEST ON 06-27-26.PDF
SITE MAP FOR THE MARINA FOR GROOVEFEST ON 06-27-26.PNG
SPECIAL EVENTS APPLICATION FOR GROOVEFEST ON 06-27-26.PDF

8.e. Consideration of approval to allow corked alcohol sales at the St. Andrews Farmer's Market, held on City property at Oaks by the Bay Park, for the duration of the recurring Farmer's Market event permit.

Documents:

AGENDA ITEM REQUEST FOR ALCOHOL SALES AT OAKS BY THE BAY FARMERS MARKET - 01-30-26.PDF
FULLY EXECUTED OAKS-BY-THE-BAY FARMERS MARKET PERMIT FOR RECURRING EVENT USE 06.29.25.PDF

8.f. Consideration to award bid PC26-006 Project Hometown Revitalization – Stone & Sutton to Southern Construction Services, Inc. and approval to execute a contract in the amount of $54,300.00.

Documents:

AGENDA ITEM REQUEST PROJECT HOMETOWN REVITALIZATION PROGRAM STONE SUTTON.PDF
PC26-006 CERTIFIED BID TABULATION STONE AND SUTTON_FLA.PDF
A105-2017 - SHORT FORM OWNER CONTRACTOR AGREEMENT - STONE

AND SUTTON - UNSIGNED.PDF
260126_HRP STONE AND SUTTON_PROJECT BID AWARD REC LETTER_FLA.PDF

8.g. Consideration of approval of amendment to the Right-of-Way Use Agreement and Alleyway Use Agreement with Drew Station, Inc. for 11 Harrison Avenue.

Documents:

AGENDA ITEM REQUEST 11 HARRISON AVE 1ST AMEND TO ROW USE AGREEMENT.PDF
11 HARRISON AVE 1ST AMEND TO ROW USE AGREEMENT 02 02 2026.PDF

8.h. Request for approval to purchase three (3) Chevrolet Silverado 1500 ½ ton pickup trucks for the Lift Station team in the Underground Utilities Division from Alan Jay Fleet Sales through Tallahassee Purchasing State Contract Number 5179 in the amount of $128,877.00.

Documents:

AGENDA ITEM REQUEST CHEVROLET SILVERDO TRUCKS ALAN JAY FLEET SALES.PDF
BACKUP - 2026 CHEVEY SILVERADO 1500-QUOTE_ALAN JAY AUTO-01-13-2026 3640.PDF

8.i. Consideration of approval of Change Order 5 for Gulf Coast Utility Contractors PC 24-037, the City of Panama City CDBG-DR Infrastructure Improvements known as Area O-11 for additions, modifications, and actions essential for project completion totaling $402,319.00.

Documents:

AGENDA ITEM CHANGE ORDER 5 GCUC O-11 2-2-2026.PDF
PANAMA CITY AREA O-11 CHANGE ORDER 5.PDF
GCUC O-11 COS 020226.PDF
MAP FOR AIR CHANGE 5 ORDER O-11 020226.PDF

8.j. Monthly Financial Statement and General Fund Balance Report - January 2026

Documents:

JANUARY 2026 MEMO MONTHLY FINANCIAL STATEMENT.PDF
JANUARY 2026 BUDGET PERFORMANCE REPORT.PDF
JANUARY 2026 MEMO GENERAL FUND BALANCE ANALYSIS.PDF
JANUARY 2026 FUND BALANCE ANALYSIS - GENERAL FUND.PDF

8.k. Chartered Officers Evaluations.

9. Mayor's Report

9.a. Discussion of Kraton Corporation operations east of Panama City and feedback from the community.

10. Commissioners' Report(s).

10.a. Commissioner Grainger - Resolution for Retrospective Excess Bill Credit.

Documents:

RESOLUTION 20260210.1 FOR RETROSPECTIVE EXCESS BILL CREDIT.PDF

11. City Attorney

11.a. Revised estimate of probable cost for the upland reconstruction of the St. Andrews Marina.

Documents:

LETTER RE COST PLUS CONTRACT SAM 2.2.26.PDF
MEMO - CLINT MURPHY MEMO ON REVISED ESTIMATE OF PROBABLE COST FOR THE UPLAND RECONSTRUCTION OF THE ST. ANDREWS MARINA 2-2-26.PDF
EXHIBIT A - FULLY EXECUTED SAMP FINAL LEASE 05-14-2024.PDF
EXHIBIT B - FACTORS INFLUENCING COST INCREASE.PDF

12. City Manager

12.a. Consideration to approve the Membership and Rental Fee Schedule for the Martin Luther King Jr. Recreation Center.

Documents:

AIR FOR MLK REC CENTER FACILITY ACCESS AND MEMBERSHIP - 02-02-26.PDF
MLK MEMBERSHIP PRICING (2).PDF

12.b. Consideration to approve Budget Amendment Resolution 20260210.2 to utilize $116,382.00 in equipment use reimbursement funds associated with the Panama City Police Department's deployments in response to Hurricane Helene and Hurricane Milton, for the purchase of a Mobile Command Trailer for the Panama City Police Department.

Documents:

AGENDA ITEM REQUEST DEPLOYMENT FUNDS.PDF
RESOLUTION 20260210.2.PDF

12.c. Consideration of approval for Budget Amendment Resolution 20260210.3 and the Reimbursable Design/Permitting costs to City Marina Partners, LLC.

Documents:

LETTER CMP COSTS RE INTERIM AGREEMENT.PDF

12.d. Consideration of approval for award of Bid PC26-015 and contract for CDBG-DR Project known as Area O-2, in the amount of $2,027,392.01, with 5% Contingency, to total $2,128,761.61 to Royal American Construction Company, Inc.

Documents:

AGENDA ITEM REQUEST RAC AWARD OF AREA O2.PDF

BID TABULATION - AREA O-2 MOTT MACDONALD 02022026.PDF
BID RECOMMENDATION LETTER O-2 MOTT MACDONALD 02022026.PDF
UNEXECUTED PC26-015 AREA O-2 IMPROVEMENTS CONTRACT - ROYAL AMERICAN CONSTRUCTION COMPANY INC.PDF
MAP FOR AREA O2 BID AWARD 02022026.PDF

12.e. Report on the design of the infrastructure needs for the Downtown Marina with a phasing approach.

Documents:

MEMO ON ESTIMATE OF PROBABLE COST FOR DT MARINA_REV03FEB2026.PDF
EXHIBIT A - DOWNTOWN MARINA 60_ DRAWINGS 2026.PDF

12.f. Projects and efforts update.

Documents:

CITY MANAGER MONTHLY OPERATIONAL REPORT FOR DECEMBER 2025.PDF

13. 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 Thursday 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
JANUARY 27, 2026, 4:30 P.M.

1. Opening Prayer with Rev. Randy John, Pastor, Heritage Bible Church.

2. Pledge of Allegiance to the Flag.

3. Roll Call and approval of Minutes for the January 13, 2026, Commission Meeting.

City Clerk-Treasurer Janette Smith called the roll with the following members present: Mayor Allan Branch, Commissioners Janice Lucas and Robbie Hughes. Absent: Commissioners Brian Grainger and Josh Street. 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 January 13, 2026, Commission Meeting. On a roll call vote, Commissioners Janice Lucas, Robbie Hughes and Mayor Allan Branch voted “YEA”. “NAYS” - none. The City Clerk certified the motion passed by a 3-0 vote.

4. Additions, Deletions and Modifications.

City Clerk Janette Smith requested item 9.e., Consideration to approve the Membership and Rental Fee Schedule for the Martin Luther King Jr. Recreation Center, be discussed after audience participation.

Commissioner Lucas motioned to approve the modification to relocate item 9.e. to be discussed after audience participation. On a roll call vote, Commissioners Janice Lucas, Robbie Hughes and Mayor Allan Branch voted “YEA”. “NAYS” - none. The City Clerk certified the motion passed by a 3-0 vote.

5. Community Announcements.

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

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

John Holdnak, 1421 Discovery Loop North, Panama City; Valarie Wetzbarger, 1421 Discovery Loop, Panama City; Kenneth Bostick, 614 Harvard Blvd., Lynn Haven; Brenda Lewis-Williams, 2748 Oak Hammock Dr. , Panama City; Walter P Henry, 614 Maple Ave., Panama City; Jonathan Walker, 1503 Dunnett Court, Lynn Haven; Gregory Dossie, PO Box 35894, Panama City; Patti Sunday, 1115 Fairland Ave., Panama City; Dr. Rufus Wood, 1911 E. 10th St., Panama City; addressed the Commission.

Location Modification – 9.e. Consideration to approve the Membership and Rental Fee Schedule for the Martin Luther King Jr. Recreation Center.

Commissioner Lucas moved for approval to table Membership and Rental Fee Schedule for the Martin Luther King Jr. Recreation Center. On a roll call vote, Commissioners Janice Lucas, Robbie Hughes and Mayor Allan Branch voted "YEA". "NAYS" - none. The City Clerk certified the motion passed by a 3-0 vote.

7. Consent Agenda

7.a. Consideration to approve the Special Event Permit for Florida Luxe Arts Festival (FLLUXE) from March 7, 2026, 10:00 a.m. to 8:00 p.m., through March 8, 2026, 8:00 a.m. to 8:00 p.m., at the Center for the Arts, sponsored by Bay Arts Alliance and the City of Panama City. (Road closure on Harrison Avenue from East 4th Street to East 5th Street and on East 4th Street from Harrison Avenue to Luverne Avenue)

7.b. Consideration to approve the Special Event Permit for Irish You Were In the Drew's event on March 14, 2026, from 10:00 a.m. to 1:00 a.m., at 1118 Bayview Avenue, sponsored by The Dive. (Road closure on Bayview Avenue from 11th Street to 11th Court)

7.c. Consideration to approve the Special Event Permit for 29th Annual Blessing of the Fleet on May 2, 2026, from 9:00 a.m. to 3:00 p.m. on Downtown Marina, sponsored by Second Chance of NWFL.

7.d. Consideration to ratify the Panama City Police Department's acceptance of a K-9 purchase agreement with the DeFuniak Springs Police Department.

7.e. Consideration of approval of Change Order 2 to Royal American Construction for PC25-030 SRF Area D-15 Infrastructure Improvements for additions essential to successful project completion $73,471.80.

7.f. Consideration of approval of Change Order 3 to Mainline Construction for PC25-033 SRF Area D-14 Infrastructure Improvements for additions essential to project completion totaling $180,079.14.

7.g. Consideration to approve revising the name of the westernmost portion of Discovery Loop within the SweetBay Development.

7.h. Consideration to award bid PC26-005 Project Hometown Revitalization – Greg Abrams to Anderson Construction Company and approval to execute a contract in the amount of $140,774.00.

7.i. Consideration for approval and authorization to execute a three-year renewal contract with Pellera for data backup, restoration and professional support services, totaling $108,099.79.

Commissioner Hughes moved for approval of the consent agenda as presented. On a roll call vote, Commissioners Janice Lucas, Robbie Hughes and Mayor Allan Branch voted “YEA”. “NAYS” - none. The City Clerk certified the motion passed by a 3-0 vote.

8. City Clerk

8.a. Notice of Term Expiration on the Board of Trustees for the Retirement Plan and Trust for the General Employees of the City of Panama City.

Commissioner Hughes motioned to reappoint Priscilla Hagler to the Board of Trustees for the Retirement Plan and Trust for the General Employees for a two-year term that expires on January 25, 2028. On a roll call vote, Commissioners Janice Lucas, Robbie Hughes and Mayor Allan Branch voted “YEA”. “NAYS” - none. The City Clerk certified the motion passed by a 3-0 vote.

8.b. Notice of Term Expiration on the Infrastructure Surtax Citizens’ Committee.

Commissioner Lucas motioned to appoint Dr. John Haley to the Infrastructure Surtax Citizens Committee for a two year term that expires on January 11, 2028. On a roll call vote, Commissioners Janice Lucas, Robbie Hughes and Mayor Allan Branch voted “YEA”. “NAYS” - none. The City Clerk certified the motion passed by a 3-0 vote.

Commissioner Grainger arrived at the meeting at 4:58 p.m.

8.c. Third Amendment to the Triumph Gulf Coast Grant Award.

Commissioner Hughes moved for approval of the Third Amendment to the Triumph Gulf Coast Grant Award. On a roll call vote, Commissioners Janice Lucas, Brian Grainger, Robbie Hughes and Mayor Allan Branch voted “YEA”. “NAYS” - none. The City Clerk certified the motion passed by a 4-0 vote.

9. City Manager

9.a. Consideration, approval and authorization to execute the Second Amendment to the Joint Participation Agreement ASZ65 between State of Florida Department of Transportation and City of Panama City, Florida and consideration to approve Budget Amendment Resolution 20260127.2.

Commissioner Lucas moved for approval of authorization to execute the Second Amendment to the Joint Participation Agreement ASZ65 between State of Florida Department of Transportation and City of Panama City, Florida and consideration to approve Budget Amendment Resolution 20260127.2. On a roll call vote, Commissioners Janice Lucas, Brian Grainger, Robbie Hughes and Mayor Allan Branch voted “YEA”. “NAYS” - none. The City Clerk certified the motion passed by a 4-0 vote.

The Resolution was read by title only as shown below:

RESOLUTION NO. 20260127.2

A RESOLUTION PROVIDING FOR THE AMENDMENT OF THE APPROVED FISCAL YEAR 2025-2026 BUDGET TO ACCEPT AND EXPEND FUNDS RECEIVED FROM AN AMENDMENT TO FDOT JPA ASZ65.

9.b. Consideration of approval of Resolution 20260127.3 in support of the City’s grant application to the Florida Department of Environmental Protection Agency’s Florida Boating Improvement Program.

Commissioner Hughes moved for approval of Resolution 20260127.3 in support of the City’s grant application to the Florida Department of Environmental Protection Agency’s Florida Boating Improvement Program. On a roll call vote, Commissioners Janice Lucas, Brian Grainger, Robbie Hughes and Mayor Allan Branch voted “YEA”. “NAYS” - none. The City Clerk certified the motion passed by a 4-0 vote.

The Resolution was read by title only as shown below:

RESOLUTION NO. 20260127.3

RESOLUTION OF LOCAL SUPPORT CONCERNING THE BOAT RAMP.

9.c. Consideration to approve Resolution 20260127.5 to provide support for pedestrian improvements by the Florida Department of Transportation on Harrison Avenue between 12th and 13th Street adjacent to Bay High School in Panama City.

Commissioner Hughes moved for approval of Resolution 20260127.5 to provide support for pedestrian improvements by the Florida Department of Transportation on Harrison Avenue between 12th and 13th Street adjacent to Bay High School in Panama City. On a roll call vote, Commissioners Janice Lucas, Brian Grainger, Robbie Hughes and Mayor Allan Branch voted “YEA”. “NAYS” - none. The City Clerk certified the motion passed by a 4-0 vote.

The Resolution was read by title only as shown below:

RESOLUTION NO. 20260127.5

RESOLUTION OF LOCAL SUPPORT CONCERNING THE SAFE ROAD TO SCHOOL GRANT

9.d. Consideration to approve five-year leases with The Bancorp for four (4) new vehicles, to be used by the Panama City Police Department.

Commissioner Grainger moved for approval of five-year leases with The Bancorp for four (4) new vehicles, to be used by the Panama City Police Department. On a roll call vote, Commissioners Janice Lucas, Brian Grainger, Robbie Hughes and Mayor Allan Branch voted “YEA”. “NAYS” - none. The City Clerk certified the motion passed by a 4-0 vote.

9.e. Consideration to approve the Membership and Rental Fee Schedule for the Martin Luther King Jr. Recreation Center.

This item was tabled.

9.f. Report on options for Cross Connection Control and update on the consent orders.

City Manager Jonathan Hayes reported on Cross Connection Control and the consent orders.

10. Motion to Adjourn.

Commissioner Grainger motioned to adjourn. On a roll call vote, Commissioners Janice Lucas, Brian Grainger, Robbie Hughes and Mayor Allan Branch voted “YEA”. “NAYS” - none. The City Clerk certified the motion passed by a 4-0 vote.

There being no further business, the meeting adjourned at 5:18 p.m.

BURKE BLUE

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 19, 2026

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

Re: Ordinance No. 3299 - Amendment to Chapter 12, Environment, adding Article VIII – Railroad Rights-of-Way Vegetation, Drainage, and Nuisance Maintenance.

Dear Mayor and Commissioners:

For your consideration of a first reading is Ordinance 3299 which amends Chapter 12, Environment, to add Article VIII, Railroad Rights-of-Way Vegetation, Drainage, and Nuisance Maintenance.

Ordinance 3299 (i) requires all railroad companies to maintain grass and weeds outside the Ballast/Track Zone so they do not exceed twelve (12) inches in height; (ii) keep open all ditches, culverts, and stormwater conveyances within the rights-of-way to prevent flooding or standing water affecting public or private property; (iii) keep rights-of-way outside the Ballast/Track Zone free of fire hazards, trash, encampments or vermin harborage; and (iv) ensure vegetation outside the Ballast/Track Zone does not obstruct visibility at public street crossings. The Ordinance specifically exempts the area known as the Ballast/Track Zone area, a fifteen (15) foot area extending from the centerline of the track on both sides so as not to interfere with the operations of the railroad.

Commissioner Street has been made aware of an ongoing issue concerning the failure of the Genesee & Wyoming Railroad to maintain its rights of way that run throughout the City. The rights of way continue to be overgrown with vegetation, which can cause hazards such as flooding, fire, trash, vermin, and drainage. For some time, the City has been maintaining the rights-of-way outside the railroad's Track/Ballast Zone area at the expense of the City to eliminate these dangerous hazards.

The City can adopt this Ordinance to exercise its regulatory authority to ensure that the railroad compensates the City for this expense through the code compliance process, allowing the City to abate the nuisance, place a lien against the property, and collect the costs through the City's non-ad valorem uniform tax collection process.

Staff recommends the Commission have a first reading of Ordinance 3299.

Sincerely yours,

Nevin J. Zimmerman
City Attorney

cc: Jonathan H. Hayes, City Manager
Janette Smith, CPA, CMC, City Clerk-Treasurer

ORDINANCE NO. 3299

AN ORDINANCE OF THE CITY OF PANAMA CITY, FLORIDA, AMENDING CHAPTER 12 TO REQUIRE MAINTENANCE OF RAILROAD RIGHTS-OF-WAY BY RAILROAD OWNERS AND OPERATORS OUTSIDE OF THE OPERATIONAL TRACK AND BALLAST ZONE AREA; PROVIDING FOR VEGETATION, DRAINAGE, AND NUISANCE CONTROL OUTSIDE OF THE IMMEDIATE BALLAST AREA; AND PROVIDING FOR SEVERABILITY CLAUSE, REPEALER PROVISION, CODIFICATION, AND AN 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 of Panama City ("City) seeks to provide stormwater, fire, and nuisance control for the health, safety and benefit of its residents, businesses, visitors, and property owners; and

WHEREAS, pursuant to 49 CFR 213.33, the Genesee & Wyoming Railroad is required to maintain its rights-of-way to be "kept free of obstruction, to accommodate expected water flow for the area concerned"; and

WHEREAS, pursuant to 49 CFR 213.37, the Genesee & Wyoming Railroad is required to maintain its rights-of-way free of vegetation "on railroad property which is on or immediately adjacent to roadbed" and said property "shall be controlled so that it does not—(a) Become a fire hazard to track-carrying structures; (b) Obstruct visibility of railroad signs and signals; (1) Along the right-of-way, and (2) At highway-rail crossings"; and

WHEREAS, there has been an ongoing issue concerning the failure of the Genesee & Wyoming Railroad to maintain its rights of way that run throughout the City of Panama City to be free

of vegetation, sightline hazards, fire hazards, and obstructions to water flow affecting flooding and drainage for the area creating flooding hazards, fire hazards and nuisances within the City and to its residents, businesses, visitors, and property owners; and

WHEREAS, the City of Panama City has been forced for some time to cut, mow and maintain the ditches in the rights of way adjacent to the railroad roadbeds outside the ballast area that run throughout the City at a substantial cost to the City in order to eliminate said hazards of fire, flooding and nuisance to protect its residents, businesses, visitors, and property owners; and

WHEREAS, Section 823.01, Florida Statutes, declares nuisances that "injure the health of the citizens in general, or endanger the safety of persons or property" subject to abatement; and

WHEREAS, Section 403.0891, Florida Statutes, requires municipalities to operate stormwater programs consistent with state goals, which includes ensuring the maintenance of drainage features on private properties to prevent flooding; and

WHEREAS, Chapter 162, Florida Statutes, provides for local code enforcement procedures to protect the City's residents, businesses, visitors and property owners from hazards and nuisances created by the failure of private property owners to maintain their property; and

WHEREAS, Section 60.05, Florida Statutes, provides for the abatement of nuisances allowing for the city attorney to sue the owner or agent of the ground on which the nuisance exists to enjoin the nuisance; and

WHEREAS, Section 197.3632, Florida Statutes, authorizes local governments to collect nuisance abatement costs and assessments through the non-ad valorem uniform method of collection by the tax collector; and

WHEREAS, the City has broad powers in the furtherance of the health, safety, and welfare of the City and a legitimate government interest in ensuring that residents, businesses, visitors and property owners are safe from the hazards of stormwater flooding in neighborhoods, fires that threaten

nearby woods and structures, and nuisances, such as vermin, trash, and encampments, harmful to public health and safety caused by unmaintained growth outside the ballast zone areas of the railroad rights-of-way and outside railroad track operations areas; and

WHEREAS, local codes apply equally to all owners, and the municipal code of the City of Panama City requires property owners to maintain grass and weeds under twelve (12) inches, abate fire hazards, and keep drainage features open, and owners of railroads and their rights of way, as property owners, are subject to the same requirements; and

WHEREAS, nuisance conditions in railroad rights of way create direct public risks as overgrown vegetation increases fire hazards and obstructs visibility at crossings, blocked or neglected ditches cause neighborhood flooding, debris and encampments with the right of way create nuisance conditions injurious to health and safety; and

WHEREAS, the City has the authority to ensure property or business owners with rights of way maintain them and keep their property free from nuisances and in a reasonably safe condition; and

WHEREAS, federal preemption does not apply to nuisance enforcement as this ordinance does not regulate train operations, signaling, crew conduct, or the ballast/track zone, and applies only to the rights of way property maintenance outside the ballast zone, under the City’s general police power; and

WHEREAS, in the case of railroad rights of way, ensuring property owner cooperation and compliance is clearly related to the legitimate public interest in protecting the public's health, safety, and welfare, and is a reasonable use of the City's broad police powers

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

SECTION 1. The foregoing **"WHEREAS"** clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

SECTION 2. Chapter 12 of the Code of Ordinances of the City of Panama City, is hereby amended to add ARTICLE VIII – RAILROAD RIGHTS-OF-WAY VEGETATION, DRAINAGE, AND NUISANCE MAINTENANCE, to read as follows:

(a) Applicability. This section applies to all railroad companies, their successors, and assigns that own, lease, or operate railroad rights-of-way within the City of Panama City.

(b) Definitions.

a. *Ballast/Track Zone* shall mean the area of track, ties, ballast, and shoulders extending no more than fifteen (15) feet from the centerline of the track extending on both sides.

b. *Right-of-Way (ROW)* shall mean the full width of land owned, leased, or used for railroad purposes, excluding the Ballast/Track Zone.

c. *Vegetation* includes grass, weeds, brush, and other plant growth.

d. *Drainage Facilities* include ditches, culverts, swales, and stormwater conveyances within the ROW.

(c) Maintenance Standards. Railroads shall:

a. Vegetation. Maintain grass and weeds outside the Ballast/Track Zone so they do not exceed twelve (12) inches in height.

b. Drainage. Keep open all ditches, culverts, and stormwater conveyances within the ROW to prevent flooding or standing water affecting public or private property.

c. Fire/Nuisance Abatement. Keep ROW outside the Ballast/Track Zone free of fire hazards (uncontrolled vegetation, debris) and free from trash, encampments, or vermin harborage.

d. Crossing Sightlines. Ensure vegetation outside the Ballast/Track Zone does not obstruct visibility at public street crossings.

e. Failure to adhere to Maintenance Standards shall constitute a Nuisance as defined in Section 12-19 of this Chapter.

(d) Enforcement.

a. Notice. Violations shall be enforced in accordance with Chapter 12, Article II Nuisances Generally, and Ch. 162, Florida Statutes. Written notice shall allow a minimum of thirty (30) days to correct any Nuisance, except in emergencies.

b. Abatement. If the railroad fails to comply, the City may abate the condition and invoice the railroad.

c. Lien. Unpaid costs can be certified and levied as a non-ad valorem special assessment under Sec. 197.3632, Florida Statutes, however, this does not prevent the City from using any other legally available method for collection, including the remedies found in Ch. 162, Florida Statutes.

(e) Federal Preemption. This section shall not apply within the Ballast/Track Zone or to any matter preempted by federal law.

SECTION 3. All Ordinances or parts of Ordinances inconsistent or in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 4. If any section, part of section, paragraph, clause, phrase or word of this ordinance is declared invalid, the remaining provisions of this ordinance shall not be affected.

SECTION 5. It is the intention of the Commission of the City of Panama City, Florida, that the provisions of this Ordinance shall become and be made part of the City of Panama City Code of Ordinances; and that the sections of this "Ordinance" may be changed to "section", "article", or such other appropriate word or phrase to accomplish such intentions.

SECTION 6. If the Official Code of the City of Panama City is affected by these provisions, then changes are approved as part of this Ordinance to codify appropriately.

SECTION 7. This Ordinance shall take effect immediately upon approval by the City Commission and the signature of the Mayor.

PASSED AND ADOPTED on this _____ day of February, 2026.

CITY OF PANAMA CITY, FLORIDA,
A Municipal Corporation,

By:_____
Allan Branch, Mayor

ATTEST:

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

APPROVED AS TO FORM:

_____
Nevin J. Zimmerman, 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 the Special Event Permit for Bay County Chamber of Commerce Annual Block Party on March 12, 2026, from 5:00 PM to 7:00 PM on 235 W. 5th Street, sponsored by Bay County Chamber of Commerce. (Road closure on 5th St. from Oak Ave. to Mercer Ave. and on Oak Ave. from 5th St. to Mercer Ave.)

BACKGROUND INFORMATION: For the Commission's consideration, enclosed is the application for the **Bay County Chamber of Commerce Annual Block Party**, scheduled to take place on **Thursday, March 12, from 5:00 PM to 7:00 AM** on 235 West 5th Street (see Exhibit "A" for the application and site map).

The Bay County Chamber of Commerce Annual Block Party is a free, family-friendly community event open to the public. The event will feature live music, interactive activities such as T-Rex races, local vendors offering free giveaways, and complimentary food and beverages. The purpose of the event is to bring the community together in a safe and welcoming environment while celebrating local businesses and community partners.

The total Special Event fees amount to **$445.00**, which includes a $250.00 security deposit, a $25.00 application fee, $120.00 for use of the electrical panels and $50 for five trash cans.

Per the Police Chief's recommendation, police services will be required for this event, with 1 officer assigned from 2:00 p.m. till 7:30 p.m**.** The estimated cost of these services to the event organizer is **$255.50.**

DEPARTMENT HEAD RECOMMENDATION: Staff recommends approval

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 **Date:** 1/29/2026
Requested By: Keith Meyerl **Date:** 1/29/2026
Reviewed By: Jared Jones **Date:** 1/29/2026

Special Event Permit Application

Event Name	Bay County Chamber of Commerce Annual Block Party
Event Date	March 12, 2026
Event Venue/Location Requested	235 W. 5th St. Panama City, FL 32401
Organization/Applicant Name	Bay County Chamber of Commerce
Contact Name	Lisa Moore
Address	235 W. 5th St. Panama City, FL 32401
Office Phone	850-215-3761
Cell	850-774-4779
Email	lisa@baychamberfl.com
Social Media/Website	https://www.facebook.com/baychamberfl
Organization Classification	501(c)
Attach copy of your IRS 501 (c) tax exemption letter providing proof and certifying your current tax exempt, nonprofit status.	2025 W9 chamber.pdf
Event Type	Block Party
Brief Description	The Bay County Chamber of Commerce Annual Block Party is a free, family-friendly community event open to the public. The event will feature a live band, interactive activities including T-Rex races, local vendors providing free giveaways, and free food and beverages. The purpose of the event is to bring the community together in a safe, welcoming environment while celebrating local businesses and community partners.
Estimated Number of Spectators	200
Will any fees be charged to the spectators?	No
Event Start Date/Time	03/12/2026 5:00 PM (CDT)
Event End Date/Time	03/12/2026 7:00 PM (CDT)
Event Set-up Date/Time	03/12/2026 1:00 PM (CDT)
Event Breakdown Date/Time	03/12/2026 7:00 PM (CDT)
Parking must be planned and designated on the type and	Parking will be available via on-street parking surrounding the building, public parking lots throughout the downtown area, Harrison Avenue parking, and

location of your event. Please indicate the areas you plan on utilizing for participating/attendee parking:	additional parallel parking in the immediate vicinity.
Do you have a designated handicap parking?	Yes
Location	On the street.
Event Rain Date requested?	Yes
Date	03/26/2026
Please indicate the types of advertising:	• Local Radio • Local TV • Local Newspaper • Billboards • Social Media Outlet
Will sound amplifying equipment be used?	Yes
Identify the type of entertainment being requested:	Band
Will there be alcoholic beverages involved in this event?	Yes
Will alcoholic beverages be for sale?	No
What type of alcohol will be served?	• Wine • Beer
Describe the circumstances involved with the use of alcoholic beverages for this event.	Alcoholic beverages will be limited to beer and wine and will be served under a temporary alcohol permit. Consumption will be limited to two drinks per person, with drink tickets distributed to enforce this limit. No alcohol will be sold at the event.
Will electricity be needed for this event?	Yes
Total Number of Electrical Panels	1
Will additional power be needed for this event?	No
Will light towers be used for this event?	No
Will this event require a street closure?	Yes
Full or partial street closure?	Partial
What road are you requesting to be closed?	5th Street & Oak Ave.
Beginning Crossroad	Oak
Ending Crossroad	Mercer
Requested time of closure from:	03/12/2026 2:00 PM (CDT)
Requested time of closure to:	03/12/2026 7:30 PM (CDT)

Attach site plan detailing the area to be closed, indicating the event location and the placement of barricades, vendors, trash cans, stage, and any other relevant structures.	Block Party Map.pdf
Is there a sanitation/clean-up plan?	No
Will additional garbage carts be needed?	Yes
How many?	5
Will dumpsters be needed?	No
Date trash will be removed from event location(s):	03/13/2026
Portable Restrooms?	Yes
Number of standard portable restrooms?	1
Number of ADA portable restrooms?	1
Date/Time Drop Off	03/12/2026 1:00 PM (CDT)
Date/Time Pick Up	03/13/2026 9:00 AM (CDT)
Will there be stages/platforms or tents?	Both
Size of stage/platform	unsure right now - will be in the alcove area between InkTrax & ReliantSouth
Please list size(s) of tents and how many of each size.	10 x 10 spaces for tents - for approximately 25 vendors
Temporary Hydrant Meter requested:	No
Describe any additional equipment requested for placement.	A bounce house may be placed on the side of our building located at 235 W/ 5th St. in the grassy area - still deciding.
Will food be distributed at this event?	Yes
Will food vendors be utilized in this event?	No
I understand that I am responsible for providing a list of all vendors participating in this event for the purpose license verification, that Fats, Oil, and Grease discharge plan, and any additional materials as requested by the City of Panama City Quality of Life Department or FOG Inspector. I understand that failure to supply	LM

all required information will result in the rejection of this application.

Will any LP-Gas, Charcoal, Flammable or Combustible Liquids be used?	Yes
Will these be used near an open flame?	No
Attach Safety/Security Plan	Safety & Security Plan.docx

The City of Panama City Police and Fire Chiefs will determine the number of officer and other city personnel necessary to ensure the safety of the community during the event.

Are you hiring additional security from a private security company?	No
Will there be fireworks or open flame?	No

City of Panama City, Parks, Culture and Recreation Special Event Fees	
Permit Application Processing Fee	$25.00
Security Deposit < 500 Attendees	$250.00
Security Deposit > 500 Attendees	$500.00
Electrical Connections	1 – 5 Panels $120 6 – 10 Panels $300 11+ $600
Water Meter Connections	Connection $90 Deposit $450
Solid Waste Garbage	Carts $10 each cart Dumpster 2-yard $36 Dumpster 4-yard $42 Dumpster 6-yard $47 Dumpster 8-yard $53
Police/ Security	Costs determined by PCPD, based on # of officers and hours (minimum of 4 hours)
Fire/ EMS Services	Cost determined by PCFD, based on # of personnel and hours

Special Event Payment and Refunds
$25 Application Processing Fee + $250 Security Deposit is due upon receipt of permit application. The $25 application processing fee is non-refundable.

Additional Security Deposits (for events with over 500 anticipated attendees) and remaining event fees (Electrical Panels, Garbage Carts, Etc.) are due prior to the event being placed on the City's Commission Agenda

Cancellations must be made at least 48 hours prior to event date(s) to receive a refund of the event fees and deposit, minus the $25 non-refundable application processing fee

If cancellations or changes are made within 48 hours of the scheduled event date(s) the City will retain the deposit.

The deposit is refundable after an inspection approval has been received from a City of Panama City, Parks, Culture and Recreation Department staff member, or if facility/location has not been accessed or used. Any expense occurred by the City of Panama City due to the event will be deducted from the security deposit.

Inclement Weather Policy
The City reserves the right to postpone, cancel or delay any activity on City property. The decision on whether to start or continue an event rests with the Parks, Culture and Recreation staff. Events canceled by the Parks, Culture and Recreation Department will be refunded in full

If inclement weather, the event organizer must cancel the event by 5pm the last business day prior to the event to avoid cancelation fees. If canceled after 5:00pm the last business day prior to the event, the City will retain the 25% reservation fee and the deposit.

Sexual Offender/Predator Search and Volunteers
Permittee shall not permit any person who is listed as a sexual predator or sexual offender on the Florida Department of Law Enforcement Offenders and Predators Website located at http://www.offender.fdle.state.fl.us or the United States Department of Justice, National Sex Offenders Website located at www.nsopw.gov. to work with or around children on City of Panama City Property and provide any services such as performance bounce house attendants,

face painters, magicians, etc.), employees, volunteers, sub-contractors, collectively referred to herein as "Event Permittee shall be responsible for conducting this search prior to the special event.

The Special Event Permit Application must be summited to the City of Panama City, Parks, Culture and Recreation Department a minimum of 60 days prior to the requested event date. Applications will only be accepted with all required documentation, site plan and fees. The application will not be considered complete until it is accepted by the Special Events Coordinator. The review time frame begins after the date of application acceptance by Parks, Culture and Recreation (PCR) staff.

In making this request, the applicant understands that the sponsor will hold harmless and indemnify the City of Panama City, its officers, employees, and agents against injury, less or damage occurring as a result of this special event.

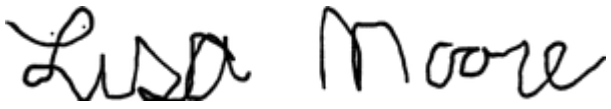
Important Notice: The City of Panama City, Parks, Culture and Recreation requires organizers of the special event to provide proof of valid certificate of insurance prior to application approval. Sponsors of special events held on public property will be required to provide Special Event Liability Insurance in an amount not less than 51 million dollars, naming the City of Panama City its officers, officials, employees and agents as an additional insured party to the contract. If you have a 3rd party vendor, they shall provide a current certificate of insurance indicating at least $1 million in general liability and completed operations coverage and certificate of workers' compensation coverage, if applicable. For additional information regarding this requirement please contact the City of Panama City, Parks, Culture and Recreation Department at 850-372-3199. During every event, the permittee is required to have on hand proof of the approved Special Event Permit and Special Event Liability Insurance.

The cost of repairing or replacing any damaged items/areas or any additional city services shall be deducted from the security deposit, and the balance remaining, if any, shall be returned to the permitted within 30 days of the date of the event. If the cost of repair/replacement or additional city services 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 days of his or her receipt of the invoice, and the permit holder shall not be eligible to apply for an outdoor special event permit until such amount is paid in full per City Ordinance (Sec.17-8 (3).

Application Checklist

- Completed Application. City Ordinance (Sec. 17-8)
- Site plan detailing location of amenities, equipment and/or apparatuses, event resources, etc.
- Traffic mitigation plan and/or Race/Walk Route
- FDOT Request form, if the event is on a non city owned roadway
- Copy of Bay County Health Department Temporary Food Service Permit
- Fireworks Information & Proof of Notifications
- Copy of IRS 501(c)(3) Tax Exemption Status Certificate
- Proof of Liability Insurance. City Ordinance (Sec. 17-18)
- Police Department Extra Duty/Request Form
- Hold Harmless Agreement
- List of all participating Food Vendors
- Alcohol Permit City Ordinance (See 3-1 b.)
- Temporary Hydrant Permit. City Ordinance (5ec. 23-24, 25)
- Permit fees ($25 Application Processing Fee + $250 Security Deposit required with application submission)

To the best of my knowledge, this special event permit application form is correct and complete. If additional materials are determined to be necessary, I understand that I am responsible for filing additional materials as specified by the City of Panama City, Parks Culture, and Recreation Department. I understand that failure to supply all required information per the relevant Applicant Checklists and Requirements will result in the rejection of this application.

Applicant's Signature 

Applicant's Name Lisa Moore

INDEMNITY AND HOLD HARMLESS AGREEMENT

IN CONSIDERATION of the City of Panama City, Florida (“City”) approving the use of the City’s streets and other City properties by the Undersigned, the Undersigned agrees to indemnify and hold harmless the City, its agents, employees and assigns, from any and all claims, demands, damages, actions, causes of actions, or suits for injury or death to any person and damages to property of others, including the property of the City, arising out of or from the

use of the City's streets and properties or from the sale, consumption or possession of alcoholic beverages by those attending or participating in the activities sponsored by the Undersigned, as well as any injury resulting from the previous negligence of the City regarding the construction and maintenance of its properties.

The Undersigned represents that (1) the Undersigned has read and understands the terms of the foregoing Indemnity and Hold Harmless Agreement; (2) that the Undersigned's execution of this instrument constitutes its free and voluntary act; (3) that the execution hereof is made without any representations of inducement or otherwise by those indemnified hereby; (4) that this Agreement has been properly approved by the Undersigned and if applicable in accordance with its organizational structure, and (5) that no other signature other than the one affixed to this document is necessary to make this indemnity and hold harmless agreement binding on the Undersigned or its organization.

Application Date	01/27/2026
Event Coordinator's Name	Lisa Moore
Event Coordinator's Signature	

Special Events - Approval

01/27/2026 10:29 AM (CST)

Approved by Nadia Dawson (ndawson@panamacity.gov)

Any conditions?	No
Approver's Name	Nadia Dawson
Approver's Signature	
Date	01/27/2026

Special Events - Approval

01/27/2026 11:20 AM (CST)

Approved by Mark Smith (msmith@panamacitypolice.gov)

Any conditions?	Yes
Conditions	One officer for the event, paid through ODM.
Approver's Name	Chief Mark Smith
Date	01/27/2026

Special Events - Approval

01/27/2026 11:56 AM (CST)

Approved by Howard Demro (hdemro@panamacity.gov)

Any conditions?	No
Approver's Name	Howard Demro
Approver's Signature	
Date	01/27/2026

Special Events - Approval

01/27/2026 4:58 PM (CST)

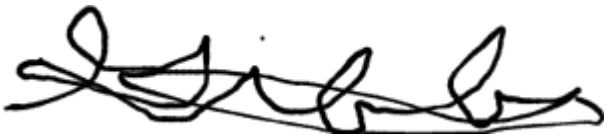
Approved by Dustin Patterson (dpatterson@panamacitypolice.gov)

Any conditions?	Yes
Conditions	One officer for the event, paid through ODM. $46.50 per hour. Officer on site from 2:00 PM to 7:30 PM. for a total of 5.5 hours. The approximate total is $255.50 paid through ODM prior to the event. I suggest voiding permit if officer is not scheduled.
Approver's Name	Captain Dusty Patterson #1409
Approver's Signature	
Date	01/27/2026

Special Events - Approval

01/28/2026 7:43 AM (CST)

Approved by charles gibbs (cgibbs@panamacity.gov)

Any conditions?	No
Approver's Name	Charles Gibbs
Approver's Signature	
Date	01/28/2026

Special Events - Approval

01/29/2026 9:25 AM (CST)

Approved by Keith Meyerl (kmeyerl@panamacity.gov)

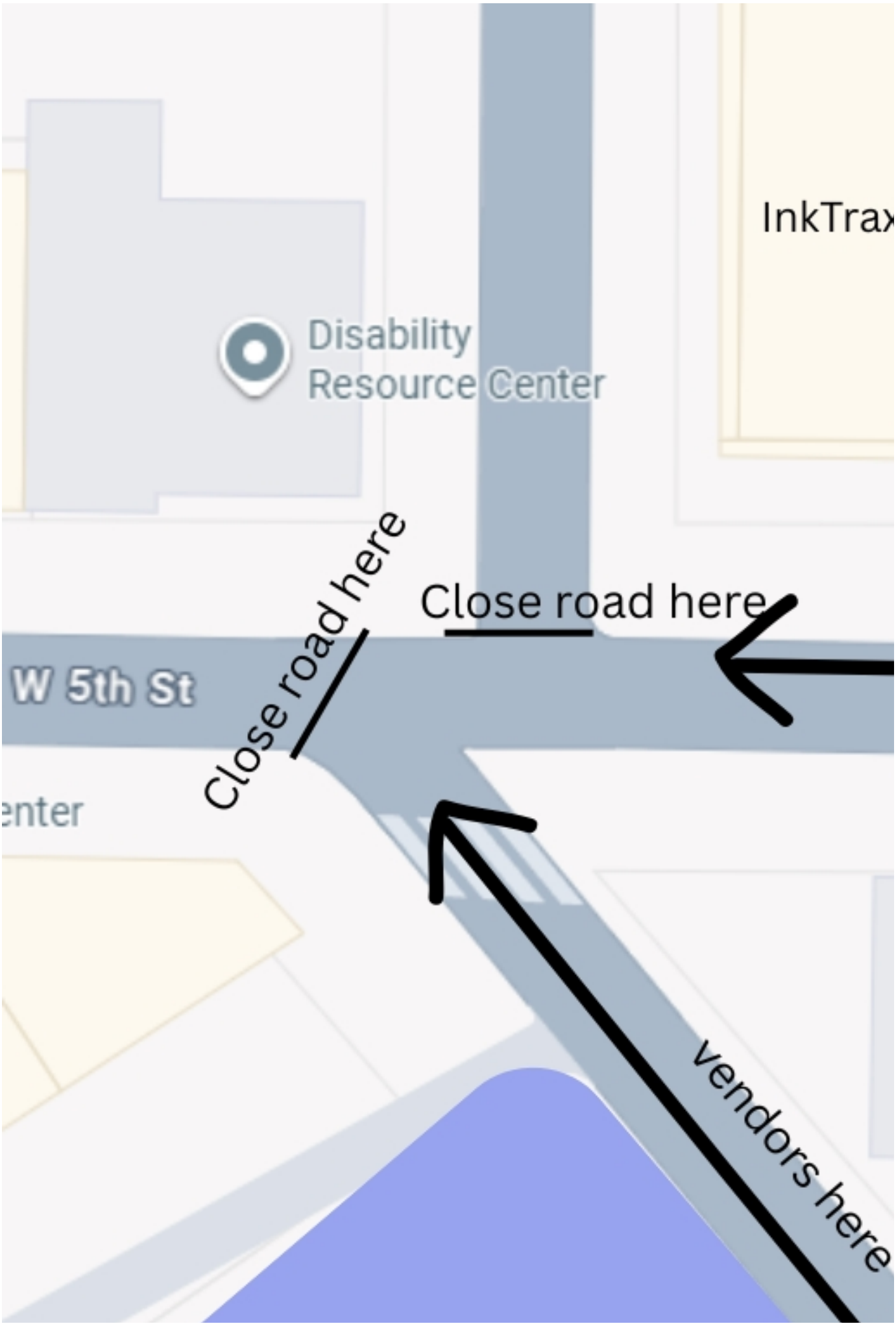
Any conditions?	No
Approver's Name	Keith Meyerl
Approver's Signature	
Date	01/29/2026

Special Events - Approval

01/29/2026 9:54 AM (CST)

Approved by Nadia Dawson (ndawson@panamacity.gov)

Any conditions?	No
Approver's Name	Nadia Dawson
Approver's Signature	
Date	01/29/2026


InkTrax
Disability
Resource Center
Close road here
Close road here
W 5th St
enter
vendors here

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 the Special Event Permit for Florida Redfish Series Tournament on April 11, 2026, from 5:00 AM to 5:00 PM on Panama City Marina, sponsored by Florida Redfish Series.

BACKGROUND INFORMATION: For the Commission's consideration, enclosed is the application for the **Florida Redfish Series Tournament**, scheduled to take place on **Saturday, April 11, from 5:00 AM to 5:00 PM** on Panama City Marina (see Exhibit "A" for the application and site map).

The event will feature a competitive redfish fishing tournament where participating anglers fish designated local waters and follow catch-and-release practices. The tournament will include boat launches, check-in activities at the marina, and an awards component, and is designed to promote responsible fishing while bringing participants and visitors to the area.

The total Special Event fees amount to **$275.00**, which includes a $250.00 security deposit and a $25.00 application fee.

Per the Police Chief's recommendation, no police services are required for this event.

DEPARTMENT HEAD RECOMMENDATION: Staff recommends approval

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 **Date:** 1/29/2026
Requested By: Keith Meyerl **Date:** 1/29/2026

Special Event Permit Application

Event Name	Florida Redfish Series Tournament
Event Date	4-11-2026
Event Venue/Location Requested	Panama City Marina
Organization/Applicant Name	Florida Redfish Series
Contact Name	Chris Harwood
Address	9334 Tuscany Drive
Office Phone	8505910575
Cell	8505910575
Email	info@flredfishseries.com
Social Media/Website	flredfishseries
Organization Classification	Corporate
Event Type	Other
Please define Other:	Redfish Tournament
Brief Description	Stop #4 for the Florida Redfish Series in 2026 Launch Time: Boats may launch 30 minutes before sunrise, allowing anglers to get into position and prepare for lines-in at first light. Weigh-In: Official weigh-in will take place at the Panama City Marina from 3:30 PM to 5:00 PM. Teams must be in line by 5:00 PM to qualify. No activities will take place until the weigh in except our staff setting up for the weigh in. The area in red is the area the trailer and 2-10X15 and 2-10X10 pop up tents will be located during the event weigh in.
Estimated Number of Spectators	100
Will any fees be charged to the spectators?	No
Event Start Date/Time	04/11/2026 5:00 AM (CDT)
Event End Date/Time	04/11/2026 5:00 PM (CDT)
Event Set-up Date/Time	04/11/2026 5:00 AM (CDT)

Event Breakdown Date/Time	04/11/2026 4:00 PM (CDT)
Parking must be planned and designated on the type and location of your event. Please indicate the areas you plan on utilizing for participating/attendee parking:	Using existing parking in the marina
Do you have a designated handicap parking?	No
Event Rain Date requested?	No
Please indicate the types of advertising:	• Local TV • Social Media Outlet • Internet Email
Will sound amplifying equipment be used?	Yes
Identify the type of entertainment being requested:	Other
Please define Other:	Angler Interviews and announcing sponsors and weights
Will there be alcoholic beverages involved in this event?	No
Will electricity be needed for this event?	No
Will this event require a street closure?	No
Attach site plan detailing the area to be closed, indicating the event location and the placement of barricades, vendors, trash cans, stage, and any other relevant structures.	FRS 2022 Seal.pdf Panama City Tournament.pdf
Is there a sanitation/clean-up plan?	No
Will additional garbage carts be needed?	No
Will dumpsters be needed?	No
Portable Restrooms?	No
Will there be stages/platforms or tents?	Tents
Please list size(s) of tents and how many of each size.	2-10x15 and 2-10x10 tents
Temporary Hydrant Meter requested:	No
Will food be distributed at this event?	No
Will food vendors be utilized in this event?	No

I understand that I am responsible for providing a list of all vendors participating in this event for the purpose license verification, that Fats, Oil, and Grease discharge plan, and any additional materials as requested by the City of Panama City Quality of Life Department or FOG Inspector. I understand that failure to supply all required information will result in the rejection of this application.	CH
Will any LP-Gas, Charcoal, Flammable or Combustible Liquids be used?	No
Attach Safety/Security Plan	FRS 2022 Seal.pdf

The City of Panama City Police and Fire Chiefs will determine the number of officer and other city personnel necessary to ensure the safety of the community during the event.

Are you hiring additional security from a private security company?	No
Will there be fireworks or open flame?	No

City of Panama City, Parks, Culture and Recreation Special Event Fees	
Permit Application Processing Fee	$25.00
Security Deposit < 500 Attendees	$250.00
Security Deposit > 500 Attendees	$500.00
Electrical Connections	1 – 5 Panels $120 6 – 10 Panels $300 11+ $600
Water Meter Connections	Connection $90 Deposit $450
Solid Waste Garbage	Carts $10 each cart Dumpster 2-yard $36 Dumpster 4-yard $42 Dumpster 6-yard $47 Dumpster 8-yard $53
Police/ Security	Costs determined by PCPD, based on # of officers and hours (minimum of 4 hours)
Fire/ EMS Services	Cost determined by PCFD, based on # of personnel and hours

<u>Special Event Payment and Refunds</u>
$25 Application Processing Fee + $250 Security Deposit is due upon receipt of permit application. The $25 application processing fee is non-refundable.

Additional Security Deposits (for events with over 500 anticipated attendees) and remaining event fees (Electrical Panels, Garbage Carts, Etc.) are due prior to the event being placed on the City's Commission Agenda

Cancellations must be made at least 48 hours prior to event date(s) to receive a refund of the event fees and deposit, minus the $25 non-refundable application processing fee

If cancellations or changes are made within 48 hours of the scheduled event date(s) the City will retain the deposit.

The deposit is refundable after an inspection approval has been received from a City of Panama City, Parks, Culture and Recreation Department staff member, or if facility/location has not been accessed or used. Any expense occurred by the City of Panama City due to the event will be deducted from the security deposit.

<u>Inclement Weather Policy</u>
The City reserves the right to postpone, cancel or delay any activity on City property. The decision on whether to start or continue an event rests with the Parks, Culture and Recreation staff. Events canceled by the Parks, Culture and Recreation Department will be refunded in full

If inclement weather, the event organizer must cancel the event by 5pm the last business day prior to the event to avoid cancelation fees. If canceled after 5:00pm the last business day prior to the event, the City will retain the 25%

reservation fee and the deposit.

Sexual Offender/Predator Search and Volunteers
Permittee shall not permit any person who is listed as a sexual predator or sexual offender on the Florida Department of Law Enforcement Offenders and Predators Website located at http://www.offender.fdle.state.fl.us or the United States Department of Justice, National Sex Offenders Website located at www.nsopw.gov. to work with or around children on City of Panama City Property and provide any services such as performance bounce house attendants, face painters, magicians, etc.), employees, volunteers, sub-contractors, collectively referred to herein as "Event Permittee shall be responsible for conducting this search prior to the special event.

The Special Event Permit Application must be summited to the City of Panama City, Parks, Culture and Recreation Department a minimum of 60 days prior to the requested event date. Applications will only be accepted with all required documentation, site plan and fees. The application will not be considered complete until it is accepted by the Special Events Coordinator. The review time frame begins after the date of application acceptance by Parks, Culture and Recreation (PCR) staff.

In making this request, the applicant understands that the sponsor will hold harmless and indemnify the City of Panama City, its officers, employees, and agents against injury, less or damage occurring as a result of this special event.

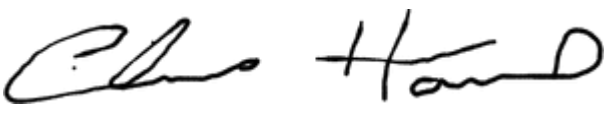
Important Notice: The City of Panama City, Parks, Culture and Recreation requires organizers of the special event to provide proof of valid certificate of insurance prior to application approval. Sponsors of special events held on public property will be required to provide Special Event Liability Insurance in an amount not less than 51 million dollars, naming the City of Panama City its officers, officials, employees and agents as an additional insured party to the contract. If you have a 3rd party vendor, they shall provide a current certificate of insurance indicating at least $1 million in general liability and completed operations coverage and certificate of workers' compensation coverage, if applicable. For additional information regarding this requirement please contact the City of Panama City, Parks, Culture and Recreation Department at 850-372-3199. During every event, the permittee is required to have on hand proof of the approved Special Event Permit and Special Event Liability Insurance.

The cost of repairing or replacing any damaged items/areas or any additional city services shall be deducted from the security deposit, and the balance remaining, if any, shall be returned to the permitted within 30 days of the date of the event. If the cost of repair/replacement or additional city services 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 days of his or her receipt of the invoice, and the permit holder shall not be eligible to apply for an outdoor special event permit until such amount is paid in full per City Ordinance (Sec.17-8 (3).

Application Checklist

- Completed Application. City Ordinance (Sec. 17-8)
- Site plan detailing location of amenities, equipment and/or apparatuses, event resources, etc.
- Traffic mitigation plan and/or Race/Walk Route
- FDOT Request form, if the event is on a non city owned roadway
- Copy of Bay County Health Department Temporary Food Service Permit
- Fireworks Information & Proof of Notifications
- Copy of IRS 501(c)(3) Tax Exemption Status Certificate
- Proof of Liability Insurance. City Ordinance (Sec. 17-18)
- Police Department Extra Duty/Request Form
- Hold Harmless Agreement
- List of all participating Food Vendors
- Alcohol Permit City Ordinance (See 3-1 b.)
- Temporary Hydrant Permit. City Ordinance (5ec. 23-24, 25)
- Permit fees ($25 Application Processing Fee + $250 Security Deposit required with application submission)

To the best of my knowledge, this special event permit application form is correct and complete. If additional materials are determined to be necessary, I understand that I am responsible for filing additional materials as specified by the City of Panama City, Parks Culture, and Recreation Department. I understand that failure to supply all required information per the relevant Applicant Checklists and Requirements will result in the rejection of this application.

Applicant's Signature 

Applicant's Name Chris Harwood

INDEMNITY AND HOLD HARMLESS AGREEMENT

IN CONSIDERATION of the City of Panama City, Florida (“City”) approving the use of the City’s streets and other City properties by the Undersigned, the Undersigned agrees to indemnify and hold harmless the City, its agents, employees and assigns, from any and all claims, demands, damages, actions, causes of actions, or suits for injury or death to any person and damages to property of others, including the property of the City, arising out of or from the use of the City’s streets and properties or from the sale, consumption or possession of alcoholic beverages by those attending or participating in the activities sponsored by the Undersigned, as well as any injury resulting from the previous negligence of the City regarding the construction and maintenance of its properties.

The Undersigned represents that (1) the Undersigned has read and understands the terms of the foregoing Indemnity and Hold Harmless Agreement; (2) that the Undersigned’s execution of this instrument constitutes its free and voluntary act; (3) that the execution hereof is made without any representations of inducement or otherwise by those indemnified hereby; (4) that this Agreement has been properly approved by the Undersigned and if applicable in accordance with its organizational structure, and (5) that no other signature other than the one affixed to this document is necessary to make this indemnity and hold harmless agreement binding on the Undersigned or its organization.

Application Date	01/13/2026
Event Coordinator's Name	Chris Harwood
Event Coordinator's Signature	

Special Events - Approval

01/20/2026 9:09 AM (CST)

Approved by Nadia Dawson (ndawson@panamacity.gov)

Any conditions?	No
Approver's Name	Nadia Dawson
Approver's Signature	
Date	01/20/2026

Special Events - Approval

01/25/2026 10:04 AM (CST)

Approved by Mark Smith (msmith@panamacitypolice.gov)

Any conditions?	No
Approver's Name	Chief Mark Smith
Date	01/25/2026

Special Events - Approval

01/26/2026 7:21 AM (CST)

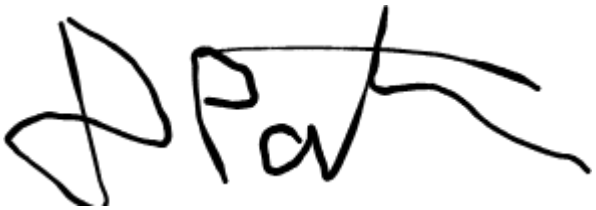
Approved by Howard Demro (hdemro@panamacity.gov)

Any conditions?	No
Approver's Name	Howard Demro
Approver's Signature	
Date	01/26/2026

Special Events - Approval

01/28/2026 10:55 AM (CST)

Approved by Dustin Patterson (dpatterson@panamacitypolice.gov)

Any conditions?	No
Approver's Name	Captain Dusty Patterson #1409
Approver's Signature	
Date	01/28/2026

Special Events - Approval

01/28/2026 4:24 PM (CST)

Approved by Keith Meyerl (kmeyerl@panamacity.gov)

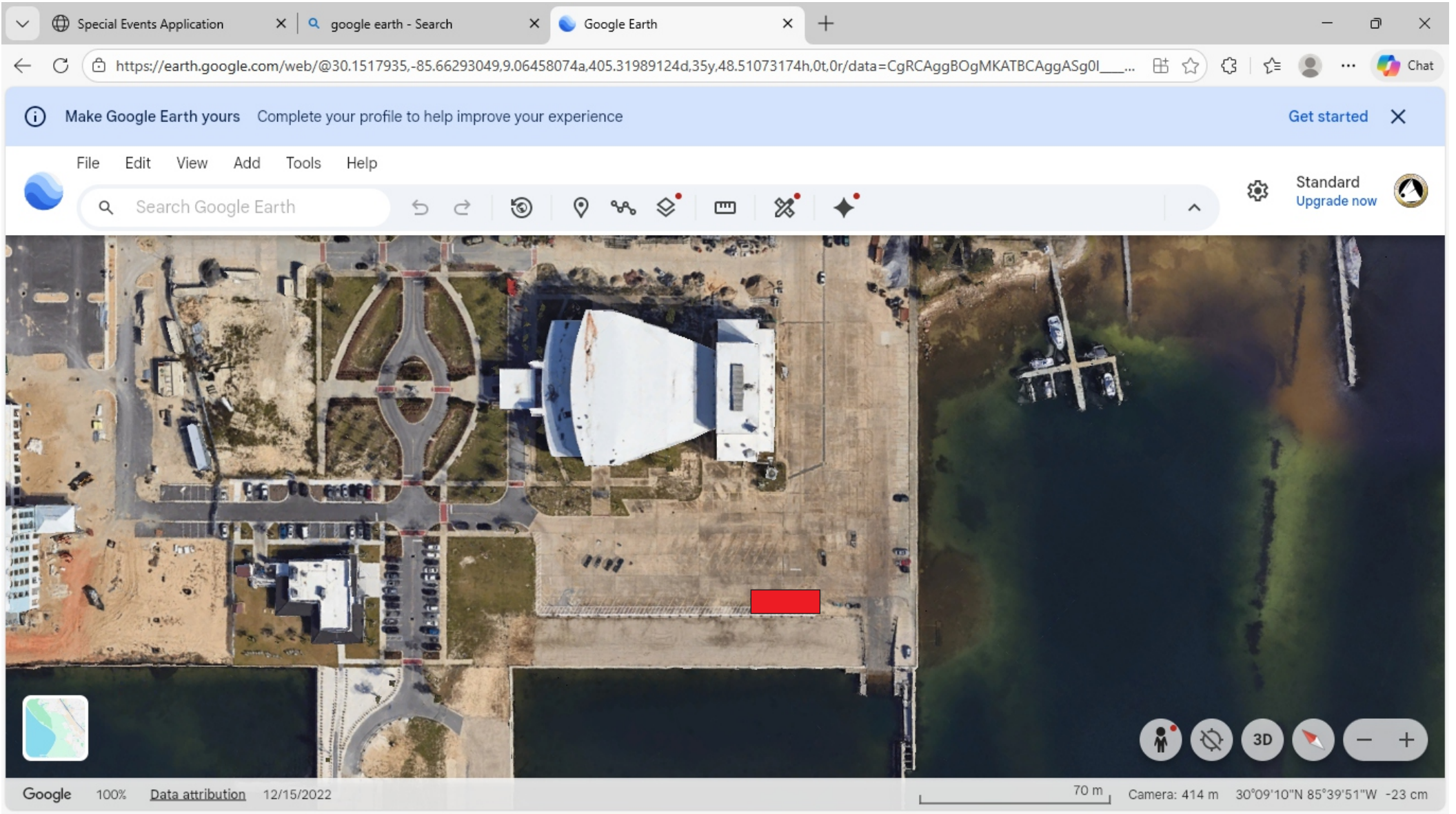
Any conditions?	No
Approver's Name	Keith Meyerl
Date	01/28/2026

Special Events - Approval

01/29/2026 8:43 AM (CST)

Approved by Nadia Dawson (ndawson@panamacity.gov)

Any conditions?	No
Approver's Name	Nadia Dawson
Approver's Signature	
Date	01/29/2026


Special Events Application
google earth - Search
Google Earth
https://earth.google.com/web/@30.1517935,-85.66293049,9.06458074a,405.31989124d,35y,48.51073174h,0t,0r/data=CgRCAggBOgMKATBCAggASg0I___...
Chat
Make Google Earth yours
Complete your profile to help improve your experience
Get started
File
Edit
View
Add
Tools
Help
Search Google Earth
Standard
Upgrade now
3D
Google
100%
Data attribution
12/15/2022
70 m
Camera: 414 m
30°09'10"N 85°39'51"W -23 cm

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 the Special Event Permit for CPAR 5K on May 16, 2026, from 8:00 AM to 10:00 PM on Scenic Cove 5K approved route and by Center for the Arts, sponsored by CPAR. (Road Closure on 4th St. from Harrison Ave. to Luverne Ave.)

BACKGROUND INFORMATION: For the Commission's consideration, enclosed is the application for the **CPAR 5K**, scheduled to take place on **Saturday, May 16, from 8:00 AM to 10:00 AM** on Scenic Cove 5K Approve route (see Exhibit "A" for the application and site map).

The event will feature the Central Panhandle Association of Realtors' 2nd Annual 5K race, anticipated to draw more than 250 participants. The race will be professionally managed in partnership with Milestone Race Authority and is intended to encourage community participation while raising funds for CPAR's 2026 beneficiary.

The total Special Event fees amount to **$275.00**, which includes a $250.00 security deposit and a $25.00 application fee.

Per the Police Chief's recommendation, police services will be required for this event with 4 officers assigned for the duration of the event. The estimated cost of these services to the event organizer is **$744.00.**

DEPARTMENT HEAD RECOMMENDATION: Staff recommends approval

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 **Date:** 1/29/2026
Requested By: Keith Meyerl **Date:** 1/29/2026
Reviewed By: Jared Jones **Date:** 1/29/2026

Special Events Application

01/20/2026 2:46 PM (CST)

Special Event Permit Application

Event Name	CPAR 5K
Event Date	May 16th, 2026
Event Venue/Location Requested	Scenic Cove 5K
Organization/Applicant Name	Mariah Eleam / Central Panhandle Association of Realtors
Contact Name	Mariah Eleam
Address	2315 S HWY 77
Office Phone	8505322627
Email	mariaheleam@gmail.com
Organization Classification	Corporate
Event Type	Marathon/Race/Walk
Brief Description	Central Panhandle association of realtors is looking to host their 2nd annual 5k. We are looking at 250+participants and are currently parented with Milestone Race Authority. I have participated in the Cultra Run 5k with the City and I really enjoyed it, and we would like to host something like that as well. (The color is not mandatory, so we don't want that to be a huge factor on approval/denial but would love to run with the color) We are raising money to go to our beneficiary of the 2026 year. CPAR is a 501c6 We are looking to bring people downtown Harrison as it has been rebuilding to a beautiful and historic location for our city. We would like to host an after-race hangout at one of Downtowns location with food. Maybe History Class or something similar. Some of these answers I'm not 100% or they could be negotiated.
Estimated Number of Spectators	300
Will any fees be charged to the spectators?	Yes
What amount will be charged?	35
Event Start Date/Time	05/16/2026 8:00 AM (CDT)
Event End Date/Time	05/16/2026 10:00 AM (CDT)
Event Set-up Date/Time	05/16/2026 4:30 AM (CDT)
Event Breakdown Date/Time	05/16/2026 10:30 AM (CDT)
Parking must be planned and designated on the type and	We are looking at the city to help us determine parking, restrooms, handicap, etc.

location of your event. Please indicate the areas you plan on utilizing for participating/attendee parking:	
Do you have a designated handicap parking?	No
Event Rain Date requested?	No
Please indicate the types of advertising:	• Local Radio • Local TV • Internet Email • Social Media Outlet
Will sound amplifying equipment be used?	Yes
Identify the type of entertainment being requested:	Other
Please define Other:	Speakers from the race company
Will there be alcoholic beverages involved in this event?	No
Will electricity be needed for this event?	No
Will this event require a street closure?	Yes
Full or partial street closure?	Partial
What road are you requesting to be closed?	E 4th Street
Beginning Crossroad	Harrisons
Ending Crossroad	Luverne Ave
Requested time of closure from:	05/16/2026 6:00 AM (CDT)
Requested time of closure to:	05/16/2026 11:00 AM (CDT)
Attach site plan detailing the area to be closed, indicating the event location and the placement of barricades, vendors, trash cans, stage, and any other relevant structures.	YOUNG PROFESSIONALS NETWORK.pdf
Please select:	Run/Walk
Is there a sanitation/clean-up plan?	Yes
Name of company/person responsible for sanitation/clean-up services.	CPAR - Volunteers, Military Personal. We will monitor Trash Cans and remove trash.
Phone number of of company/person responsible for sanitation/clean-up services.	850-532-2627

Will additional garbage carts be needed?	Yes
How many?	4
Will dumpsters be needed?	No
Date trash will be removed from event location(s):	05/16/2026
Portable Restrooms?	Yes
Number of standard portable restrooms?	3
Number of ADA portable restrooms?	1
Date/Time Drop Off	05/16/2026 6:00 AM (CDT)
Date/Time Pick Up	05/16/2026 11:00 AM (CDT)
Will there be stages/platforms or tents?	Tents
Please list size(s) of tents and how many of each size.	6 total tents 10x10 1 for check in 5 for sponsors.
Temporary Hydrant Meter requested:	No
Describe any additional equipment requested for placement.	No Additional Equipment needed.
Will food be distributed at this event?	No
Will food vendors be utilized in this event?	No
I understand that I am responsible for providing a list of all vendors participating in this event for the purpose license verification, that Fats, Oil, and Grease discharge plan, and any additional materials as requested by the City of Panama City Quality of Life Department or FOG Inspector. I understand that failure to supply all required information will result in the rejection of this application.	ME
Will any LP-Gas, Charcoal, Flammable or Combustible Liquids be used?	No

The City of Panama City Police and Fire Chiefs will determine the number of officer and other city personnel necessary to ensure the safety of the community during the event.

Are you hiring additional security from a private security company?	No

Will there be fireworks or open flame?	No

City of Panama City, Parks, Culture and Recreation Special Event Fees	
Permit Application Processing Fee	$25.00
Security Deposit < 500 Attendees	$250.00
Security Deposit > 500 Attendees	$500.00
Electrical Connections	1 – 5 Panels $120 6 – 10 Panels $300 11+ $600
Water Meter Connections	Connection $90 Deposit $450
Solid Waste Garbage	Carts $10 each cart Dumpster 2-yard $36 Dumpster 4-yard $42 Dumpster 6-yard $47 Dumpster 8-yard $53
Police/ Security	Costs determined by PCPD, based on # of officers and hours (minimum of 4 hours)
Fire/ EMS Services	Cost determined by PCFD, based on # of personnel and hours

Special Event Payment and Refunds

$25 Application Processing Fee + $250 Security Deposit is due upon receipt of permit application. The $25 application processing fee is non-refundable.

Additional Security Deposits (for events with over 500 anticipated attendees) and remaining event fees (Electrical Panels, Garbage Carts, Etc.) are due prior to the event being placed on the City's Commission Agenda

Cancellations must be made at least 48 hours prior to event date(s) to receive a refund of the event fees and deposit, minus the $25 non-refundable application processing fee

If cancellations or changes are made within 48 hours of the scheduled event date(s) the City will retain the deposit.

The deposit is refundable after an inspection approval has been received from a City of Panama City, Parks, Culture and Recreation Department staff member, or if facility/location has not been accessed or used. Any expense occurred by the City of Panama City due to the event will be deducted from the security deposit.

Inclement Weather Policy

The City reserves the right to postpone, cancel or delay any activity on City property. The decision on whether to start or continue an event rests with the Parks, Culture and Recreation staff. Events canceled by the Parks, Culture and Recreation Department will be refunded in full

If inclement weather, the event organizer must cancel the event by 5pm the last business day prior to the event to avoid cancelation fees. If canceled after 5:00pm the last business day prior to the event, the City will retain the 25% reservation fee and the deposit.

Sexual Offender/Predator Search and Volunteers

Permittee shall not permit any person who is listed as a sexual predator or sexual offender on the Florida Department of Law Enforcement Offenders and Predators Website located at http://www.offender.fdle.state.fl.us or the United States Department of Justice, National Sex Offenders Website located at www.nsopw.gov. to work with or around children on City of Panama City Property and provide any services such as performance bounce house attendants, face painters, magicians, etc.), employees, volunteers, sub-contractors, collectively referred to herein as "Event Permittee shall be responsible for conducting this search prior to the special event.

The Special Event Permit Application must be summited to the City of Panama City, Parks, Culture and Recreation Department a minimum of 60 days prior to the requested event date. Applications will only be accepted with all required documentation, site plan and fees. The application will not be considered complete until it is accepted by the Special Events Coordinator. The review time frame begins after the date of application acceptance by Parks, Culture and Recreation (PCR) staff.

In making this request, the applicant understands that the sponsor will hold harmless and indemnify the City of Panama City, its officers, employees, and agents against injury, less or damage occurring as a result of this special event.

Important Notice: The City of Panama City, Parks, Culture and Recreation requires organizers of the special event to provide proof of valid certificate of insurance prior to application approval. Sponsors of special events held on public property will be required to provide Special Event Liability Insurance in an amount not less than 51 million dollars, naming the City of Panama City its officers, officials, employees and agents as an additional insured party to the contract. If you have a 3rd party vendor, they shall provide a current certificate of insurance indicating at least $1 million in general liability and completed operations coverage and certificate of workers' compensation coverage, if

applicable. For additional information regarding this requirement please contact the City of Panama City, Parks, Culture and Recreation Department at 850-372-3199. During every event, the permittee is required to have on hand proof of the approved Special Event Permit and Special Event Liability Insurance.

The cost of repairing or replacing any damaged items/areas or any additional city services shall be deducted from the security deposit, and the balance remaining, if any, shall be returned to the permitted within 30 days of the date of the event. If the cost of repair/replacement or additional city services 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 days of his or her receipt of the invoice, and the permit holder shall not be eligible to apply for an outdoor special event permit until such amount is paid in full per City Ordinance (Sec.17-8 (3).

Application Checklist

- Completed Application. City Ordinance (Sec. 17-8)
- Site plan detailing location of amenities, equipment and/or apparatuses, event resources, etc.
- Traffic mitigation plan and/or Race/Walk Route
- FDOT Request form, if the event is on a non city owned roadway
- Copy of Bay County Health Department Temporary Food Service Permit
- Fireworks Information & Proof of Notifications
- Copy of IRS 501(c)(3) Tax Exemption Status Certificate
- Proof of Liability Insurance. City Ordinance (Sec. 17-18)
- Police Department Extra Duty/Request Form
- Hold Harmless Agreement
- List of all participating Food Vendors
- Alcohol Permit City Ordinance (See 3-1 b.)
- Temporary Hydrant Permit. City Ordinance (5ec. 23-24, 25)
- Permit fees ($25 Application Processing Fee + $250 Security Deposit required with application submission)

To the best of my knowledge, this special event permit application form is correct and complete. If additional materials are determined to be necessary, I understand that I am responsible for filing additional materials as specified by the City of Panama City, Parks Culture, and Recreation Department. I understand that failure to supply all required information per the relevant Applicant Checklists and Requirements will result in the rejection of this application.

Applicant's Signature	
Applicant's Name	Mariah Eleam

INDEMNITY AND HOLD HARMLESS AGREEMENT

IN CONSIDERATION of the City of Panama City, Florida (“City”) approving the use of the City’s streets and other City properties by the Undersigned, the Undersigned agrees to indemnify and hold harmless the City, its agents, employees and assigns, from any and all claims, demands, damages, actions, causes of actions, or suits for injury or death to any person and damages to property of others, including the property of the City, arising out of or from the use of the City’s streets and properties or from the sale, consumption or possession of alcoholic beverages by those attending or participating in the activities sponsored by the Undersigned, as well as any injury resulting from the previous negligence of the City regarding the construction and maintenance of its properties.

The Undersigned represents that (1) the Undersigned has read and understands the terms of the foregoing Indemnity and Hold Harmless Agreement; (2) that the Undersigned’s execution of this instrument constitutes its free and voluntary act; (3) that the execution hereof is made without any representations of inducement or otherwise by those indemnified hereby; (4) that this Agreement has been properly approved by the Undersigned and if applicable in accordance with its organizational structure, and (5) that no other signature other than the one affixed to this document is necessary to make this indemnity and hold harmless agreement binding on the Undersigned or its organization.

Application Date	01/12/2026
Event Coordinator's Name	Mariah Eleam / YPN CPAR

Event Coordinator's Signature

Special Events - Approval

01/21/2026 8:12 AM (CST)

Approved by Nadia Dawson (ndawson@panamacity.gov)

Any conditions?	No
Approver's Name	Nadia Dawson
Approver's Signature	
Date	01/21/2026

Special Events - Approval

01/25/2026 10:06 AM (CST)

Approved by Mark Smith (msmith@panamacitypolice.gov)

Any conditions?	Yes
Conditions	Four officers hired through ODM and invoice paid to ODM in advance of the event.
Approver's Name	Chief Mark Smith
Date	01/25/2026

Special Events - Approval

01/26/2026 7:22 AM (CST)

Approved by Howard Demro (hdemro@panamacity.gov)

Any conditions?	No
Approver's Name	Howard Demro
Approver's Signature	
Date	01/26/2026

Special Events - Approval

01/28/2026 10:57 AM (CST)

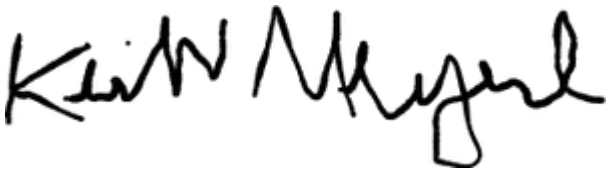
Approved by Dustin Patterson (dpatterson@panamacitypolice.gov)

Any conditions?	Yes
Conditions	Four officers hired through ODM and invoice paid to ODM in advance of the event. Officers are paid at a rate of $46.50 per hour with a four-hour minimum.
Approver's Name	Captain Dusty Patterson #1409
Approver's Signature	
Date	01/28/2026

Special Events - Approval

01/28/2026 4:21 PM (CST)

Approved by Keith Meyerl (kmeyerl@panamacity.gov)

Any conditions?	No
Approver's Name	Keith Meyerl
Approver's Signature	
Date	01/28/2026

Special Events - Approval

01/29/2026 8:44 AM (CST)

Approved by Nadia Dawson (ndawson@panamacity.gov)

Any conditions?	No
Approver's Name	Nadia Dawson
Approver's Signature	
Date	01/29/2026

Scenic Cove 5k

Starting from Mckenzie Avenue

1. Head north on McKenzie Ave. towards E 4th St.
2. Take the 1st right onto E 4th St.
3. Slight right onto Massalina Dr.
4. Take the 1st right to stay on Massalina Dr.
5. Turn right to stay on Massalina Dr.
6. Continue onto Allen Ave.
7. Turn right onto E 2nd Ct.
8. Turn left onto E Beach Dr.
9. Continue onto Cherry St.
10. Turn right onto Bunkers Cove Rd.
11. Turn left onto Dewitt St.
12. Turn left onto S Cove blvd.
13. Take the 1st left onto Cherry St.
14. Take the 1st right onto Hamilton Ave.
15. Continue straight onto Massalina Dr.
16. Turn left to stay on Massalina Dr.
27. Slight left onto E 4th St.

Total: 5k

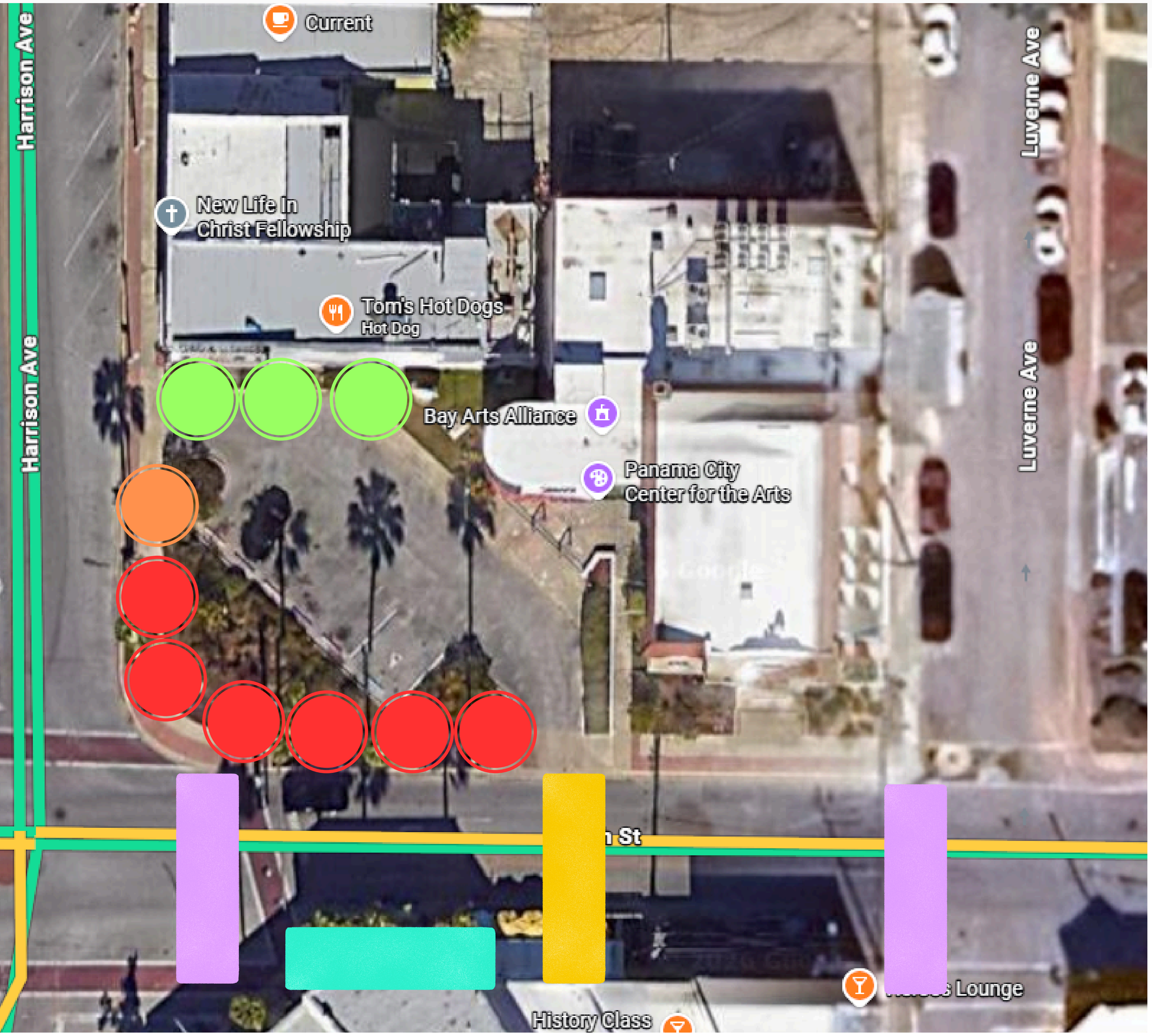
(No DOT Permit Required)

5K COLOR RUN & WALK

CPAR YPN

Central Panhandle Association of Realtors®
Young Professionals Network

MAY 16, 2026



CHECK-IN TABLE

6 Sponsor Tents 10x10

Portapottys

Start / End line

Waters and Bananas

Road Closure

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 the Special Event Permit for Groove Fest on June 27, 2026, from 3:00 PM to 10:00 PM on Panama City Marina, sponsored by the Grown Folks Entertainment Promotions LLC.

BACKGROUND INFORMATION: For the Commission's consideration, enclosed is the application for the **Groove Fest**, scheduled to take place on **Saturday, June 27, from 3:00 PM to 10:00 PM** on Panama City Marina (see Exhibit "A" for the application and site map).

Groove Fest is a live music and dance celebration designed to bring the community together in a vibrant, family-friendly atmosphere. The event will feature performances by both Grammy-nominated and local artists, creating a diverse and engaging musical experience. In addition to live entertainment, the festival will include a variety of vendors for attendees to enjoy while gathering outdoors in Downtown Panama City. The event aims to celebrate music, culture, and community in an energetic, sun-filled setting.

The total Special Event fees amount to **$575.00**, which includes a $500.00 security deposit, a $25.00 application fee, and $50 for five trash cans.

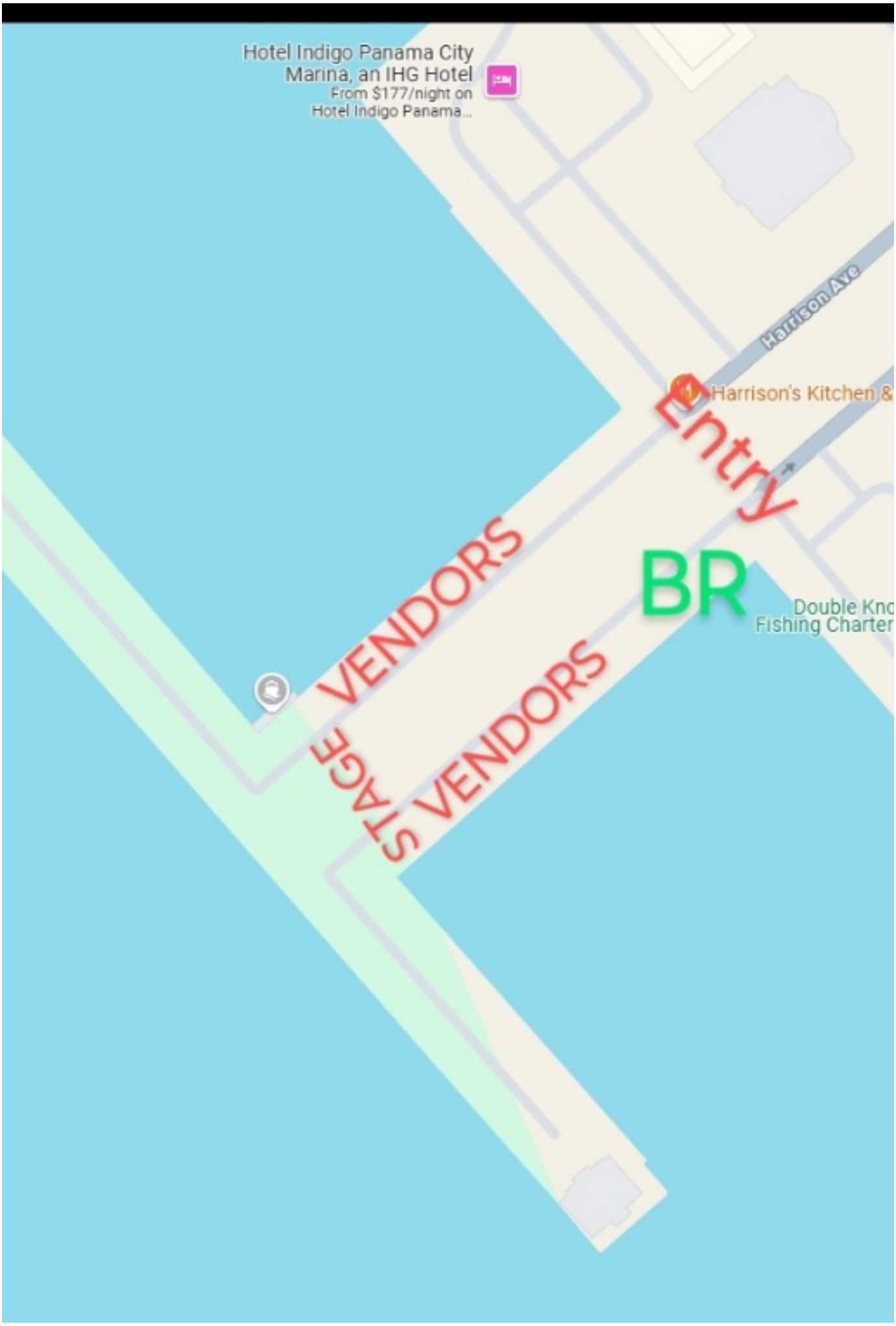
Per the Police Chief's recommendation, police services will be required for this event, with 3 officers assigned from 3:00 p.m. till 10:30 p.m**.**

DEPARTMENT HEAD RECOMMENDATION: Staff recommends approval

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 **Date:** 2/2/2026
Requested By: Keith Meyerl **Date:** 2/2/2026


Hotel Indigo Panama City
Marina, an IHG Hotel
From $177/night on
Hotel Indigo Panama...
Harrison Ave
Harrison's Kitchen &
Entry
BR
Double Kno
Fishing Charter
VENDORS
STAGE
VENDORS

Special Event Permit Application

Event Name	GROOVEFEST 2026
Event Date	Saturday JUNE 27TH
Event Venue/Location Requested	Panama City Marina
Organization/Applicant Name	GROWN FOLKS ENT PROMOTIONS LLC
Contact Name	Jermaine A HILL
Address	712 East 13th Court
Office Phone	8507759184
Cell	8507759184
Email	clubdejavu441@gmail.com
Social Media/Website	GROWN FOLKS ENT
Organization Classification	Corporate
Event Type	Concert/Performance
Brief Description	GROOVE FEST IS A CELEBRATION LIVE MUSIC DANCE IT'S A SOUL FILLED EVENT BRINGING TOGETHER GRAMMY NOMINATED AND LOCAL ARTIST WITH A ARRAY OF VENDORS WHILE SOAKING UP THE SUN IN DOWNTOWN PANAMA CITY FL
Estimated Number of Spectators	400
Will any fees be charged to the spectators?	Yes
What amount will be charged?	$20-$40
Event Start Date/Time	06/27/2026 3:00 PM (CDT)
Event End Date/Time	06/27/2026 10:00 PM (CDT)
Event Set-up Date/Time	06/27/2026 8:00 AM (CDT)
Event Breakdown Date/Time	06/27/2026 10:30 PM (CDT)
Parking must be planned and designated on the type and location of your event. Please indicate the areas you plan on utilizing for participating/attendee parking:	Over by t docks and behind martin theater

Do you have a designated handicap parking?	Yes
Location	4th st
Event Rain Date requested?	No
Please indicate the types of advertising:	• Local Radio • Local Newspaper • Direct Mail/Flyers • Internet Email • Social Media Outlet • National Radio
Will sound amplifying equipment be used?	Yes
Identify the type of entertainment being requested:	Band
Will there be alcoholic beverages involved in this event?	Yes
Will alcoholic beverages be for sale?	No
What type of alcohol will be served?	• Wine • Beer
Will electricity be needed for this event?	No
Will this event require a street closure?	No
Attach site plan detailing the area to be closed, indicating the event location and the placement of barricades, vendors, trash cans, stage, and any other relevant structures.	
Is there a sanitation/clean-up plan?	No
Will additional garbage carts be needed?	Yes
How many?	5
Will dumpsters be needed?	No

Date trash will be removed from event location(s):	06/27/2026
Portable Restrooms?	No
Will there be stages/platforms or tents?	Stages/platforms
Size of stage/platform	20×20 possible
Temporary Hydrant Meter requested:	No
Will food be distributed at this event?	Yes
Will food vendors be utilized in this event?	Yes
I understand that I am responsible for providing a list of all vendors participating in this event for the purpose license verification, that Fats, Oil, and Grease discharge plan, and any additional materials as requested by the City of Panama City Quality of Life Department or FOG Inspector. I understand that failure to supply all required information will result in the rejection of this application.	JH
Will any LP-Gas, Charcoal, Flammable or Combustible Liquids be used?	Yes
Will these be used near an open flame?	No

Attach Safety/Security Plan

The City of Panama City Police and Fire Chiefs will determine the number of officer and other city personnel necessary to ensure the safety of the community during the event.

Are you hiring additional security from a private security company?	No
Will there be fireworks or open flame?	No

City of Panama City, Parks, Culture and Recreation Special Event Fees	
Permit Application Processing Fee	$25.00
Security Deposit < 500 Attendees	$250.00
Security Deposit > 500 Attendees	$500.00
Electrical Connections	1 – 5 Panels $120 6 – 10 Panels $300 11 + $600
Water Meter Connections	Connection $90 Deposit $450
Solid Waste Garbage	Carts $10 each cart Dumpster 2-yard $36 Dumpster 4-yard $42 Dumpster 6-yard $47 Dumpster 8-yard $53
Police/ Security	Costs determined by PCPD, based on # of officers and hours (minimum of 4 hours)
Fire/ EMS Services	Cost determined by PCFD, based on # of personnel and hours

Special Event Payment and Refunds

$25 Application Processing Fee + $250 Security Deposit is due upon receipt of permit application. The $25 application processing fee is non-refundable.

Additional Security Deposits (for events with over 500 anticipated attendees) and remaining event fees (Electrical Panels, Garbage Carts, Etc.) are due prior to the event being placed on the City's Commission Agenda

Cancellations must be made at least 48 hours prior to event date(s) to receive a refund of the event fees and deposit, minus the $25 non-refundable application processing fee

If cancellations or changes are made within 48 hours of the scheduled event date(s) the City will retain the deposit.

The deposit is refundable after an inspection approval has been received from a City of Panama City, Parks, Culture and Recreation Department staff member, or if facility/location has not been accessed or used. Any expense occurred by the City of Panama City due to the event will be deducted from the security deposit.

Inclement Weather Policy

The City reserves the right to postpone, cancel or delay any activity on City property. The decision on whether to start or continue an event rests with the Parks, Culture and Recreation staff. Events canceled by the Parks, Culture and Recreation Department will be refunded in full

If inclement weather, the event organizer must cancel the event by 5pm the last business day prior to the event to avoid cancelation fees. If canceled after 5:00pm the last business day prior to the event, the City will retain the 25% reservation fee and the deposit.

Sexual Offender/Predator Search and Volunteers

Permittee shall not permit any person who is listed as a sexual predator or sexual offender on the Florida Department of Law Enforcement Offenders and Predators Website located at http://www.offender.fdle.state.fl.us or the United States Department of Justice, National Sex Offenders Website located at www.nsopw.gov. to work with or around children on City of Panama City Property and provide any services such as performance bounce house attendants, face painters, magicians, etc.), employees, volunteers, sub-contractors, collectively referred to herein as "Event Permittee shall be responsible for conducting this search prior to the special event.

The Special Event Permit Application must be summited to the City of Panama City, Parks, Culture and Recreation Department a minimum of 60 days prior to the requested event date. Applications will only be accepted with all required documentation, site plan and fees. The application will not be considered complete until it is accepted by the Special Events Coordinator. The review time frame begins after the date of application acceptance by Parks, Culture and Recreation (PCR) staff.

In making this request, the applicant understands that the sponsor will hold harmless and indemnify the City of Panama City, its officers, employees, and agents against injury, less or damage occurring as a result of this special event.

Important Notice: The City of Panama City, Parks, Culture and Recreation requires organizers of the special event to provide proof of valid certificate of insurance prior to application approval. Sponsors of special events held on public property will be required to provide Special Event Liability Insurance in an amount not less than 51 million dollars, naming the City of Panama City its officers, officials, employees and agents as an additional insured party to the contract. If you have a 3rd party vendor, they shall provide a current certificate of insurance indicating at least $1 million in general liability and completed operations coverage and certificate of workers' compensation coverage, if applicable. For additional information regarding this requirement please contact the City of Panama City, Parks,

Culture and Recreation Department at 850-372-3199. During every event, the permittee is required to have on hand proof of the approved Special Event Permit and Special Event Liability Insurance.

The cost of repairing or replacing any damaged items/areas or any additional city services shall be deducted from the security deposit, and the balance remaining, if any, shall be returned to the permitted within 30 days of the date of the event. If the cost of repair/replacement or additional city services 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 days of his or her receipt of the invoice, and the permit holder shall not be eligible to apply for an outdoor special event permit until such amount is paid in full per City Ordinance (Sec.17-8 (3).

Application Checklist

- Completed Application. City Ordinance (Sec. 17-8)
- Site plan detailing location of amenities, equipment and/or apparatuses, event resources, etc.
- Traffic mitigation plan and/or Race/Walk Route
- FDOT Request form, if the event is on a non city owned roadway
- Copy of Bay County Health Department Temporary Food Service Permit
- Fireworks Information & Proof of Notifications
- Copy of IRS 501(c)(3) Tax Exemption Status Certificate
- Proof of Liability Insurance. City Ordinance (Sec. 17-18)
- Police Department Extra Duty/Request Form
- Hold Harmless Agreement
- List of all participating Food Vendors
- Alcohol Permit City Ordinance (See 3-1 b.)
- Temporary Hydrant Permit. City Ordinance (5ec. 23-24, 25)
- Permit fees ($25 Application Processing Fee + $250 Security Deposit required with application submission)

To the best of my knowledge, this special event permit application form is correct and complete. If additional materials are determined to be necessary, I understand that I am responsible for filing additional materials as specified by the City of Panama City, Parks Culture, and Recreation Department. I understand that failure to supply all required information per the relevant Applicant Checklists and Requirements will result in the rejection of this application.

Applicant's Signature	
Applicant's Name	Jermaine Hill

INDEMNITY AND HOLD HARMLESS AGREEMENT

IN CONSIDERATION of the City of Panama City, Florida (“City”) approving the use of the City’s streets and other City properties by the Undersigned, the Undersigned agrees to indemnify and hold harmless the City, its agents, employees and assigns, from any and all claims, demands, damages, actions, causes of actions, or suits for injury or death to any person and damages to property of others, including the property of the City, arising out of or from the use of the City’s streets and properties or from the sale, consumption or possession of alcoholic beverages by those attending or participating in the activities sponsored by the Undersigned, as well as any injury resulting from the previous negligence of the City regarding the construction and maintenance of its properties.

The Undersigned represents that (1) the Undersigned has read and understands the terms of the foregoing Indemnity and Hold Harmless Agreement; (2) that the Undersigned’s execution of this instrument constitutes its free and voluntary act; (3) that the execution hereof is made without any representations of inducement or otherwise by those indemnified hereby; (4) that this Agreement has been properly approved by the Undersigned and if applicable in accordance with its organizational structure, and (5) that no other signature other than the one affixed to this document is necessary to make this indemnity and hold harmless agreement binding on the Undersigned or its organization.

Application Date	01/08/2026
Event Coordinator's Name	Jermaine HILL

Event Coordinator's Signature

Special Events - Approval

01/23/2026 9:02 AM (CST)

Approved by Nadia Dawson (ndawson@panamacity.gov)

Any conditions?	No
Approver's Name	Nadia Dawson
Approver's Signature	
Date	01/23/2026

Special Events - Approval

01/25/2026 10:10 AM (CST)

Approved by Mark Smith (msmith@panamacitypolice.gov)

Any conditions?	Yes
Conditions	3 police officers hired through ODM, for the hours of 3 am till 1030 pm. Payment to be made to ODM prior to the event.
Approver's Name	Chief Mark Smith
Date	01/25/2026

Special Events - Approval

01/26/2026 7:27 AM (CST)

Approved by Howard Demro (hdemro@panamacity.gov)

Any conditions?	Yes
Conditions	Food trucks will need to provide a copy of or proof of a current fire inspection prior to the event or the day of the event. Food truck fire inspections for compliance will not be done at the event. A stage inspection will need to be completed after the stage is set up.
Approver's Name	Howard Demro
Approver's Signature	
Date	01/26/2026

Special Events - Approval

01/28/2026 11:01 AM (CST)

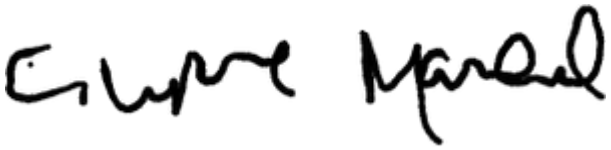
Approved by Dustin Patterson (dpatterson@panamacitypolice.gov)

Any conditions?	Yes
Conditions	3 police officers hired through ODM, for the hours of 3 pm till 1030 pm. Payment to be made to ODM prior to the event. ODM will charge the vendor $46.50 per officer per hour, with a four-hour minimum. Exact times will be set during a meeting with the vendor and police staff.
Approver's Name	Captain Dusty Patterson #1409
Approver's Signature	
Date	01/28/2026

Special Events - Approval

01/29/2026 5:33 PM (CST)

Approved by Suzanne Mandel (smandel@panamacity.gov)

Any conditions?	Yes
Conditions	Access via Government Street / Beach Drive / 4th Street / Oak Ave is expected to be available, but has potential dependency on project completion dates. Frequent check in with PW advised
Approver's Name	Suzanne Mandel
Approver's Signature	
Date	01/29/2026

Special Events - Approval

01/30/2026 2:10 PM (CST)

Approved by Keith Meyerl (kmeyerl@panamacity.gov)

Any conditions?	No
Approver's Name	Keith Meyerl
Date	01/30/2026

Special Events - Approval

01/30/2026 2:33 PM (CST)

Approved by Nadia Dawson (ndawson@panamacity.gov)

Any conditions?	No
Approver's Name	Nadia Dawson
Approver's Signature	
Date	01/30/2026

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 to allow corked alcohol sales at the St. Andrews Farmer's Market, held on City property at Oaks by the Bay Park, for the duration of the recurring Farmer's Market event permit.

BACKGROUND INFORMATION: On July 8, 2025, the City Commission approved a permit allowing the St. Andrews Farmer's Market to operate at Oaks By the Bay Park, following approval from the Florida Department of Environmental Protection (FDEP) on behalf of the Florida Communities Trust (FCT). A copy of the fully executed permit is attached as Exhibit "A."

The City has since received a request to allow one of the Farmer's Market vendors (30-A Distillery) to provide corked sales of their product(s) during the event. Pursuant to the Permit Agreement with Historic St. Andrews Waterfront Partnership, Inc., alcohol sales are permitted provided the organizer obtains and submits a valid alcohol license and maintains liquor liability insurance in a minimum amount of $1,000,000.

The required alcohol license and Certificate of Insurance shall be provided prior to the commencement of the vendor being allowed to set up for any sales at the St. Andrew's Farmer's Market.

As Oaks By the Bay Park is City-owned property, City Commission approval is required prior to alcohol being sold on-site. The organizer is therefore requesting Commission authorization to allow alcohol sales for the duration of the approved recurring event permit.

DEPARTMENT HEAD RECOMMENDATION: Staff recommends approval

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 **Date:** 1/30/2026
Requested By: Keith Meyerl **Date:** 1/30/2026

PERMIT FOR RECURRING SPECIAL EVENT USE OF

OAKS BY THE BAY PARK
(A CONSERVATION PARK)

THIS PERMIT for Recurring Special Event Use (hereinafter "Permit") of Oaks-by-the-Bay Park (hereinafter "Park") is granted on this 8th day of December, 2025, by the CITY OF PANAMA CITY, a Florida municipal corporation (hereinafter the "City"), to the HISTORIC ST. ANDREWS WATERFRONT PARTNERSHIP, INC., a 501(c)(3) Corporation, (hereinafter "Organizer"), acting by and through:

The CITY OF PANAMA CITY

Jonathan Hayes, City Manager
City of Panama City, Florida
501 Harrison Avenue
Panama City, Florida 32401
(850) 872-3199
www.pcgov.org

and the HISTORIC ST. ANDREWS WATERFRONT PARTNERSHIP, INC. a/k/a The Market @ St. Andrews

Contact Name of Organizer
Title of Contact: President
Address: 1134 Beck Ave
City/State/Zip: Panama City, FL 32401
Phone: 850-872-7208
Email Address: nancyanne1962@gmail.com

WITNESSETH

WHEREAS, the City recognizes the inherent increased quality of life the community enjoys through use of its Parks; and

WHEREAS, the Organizer is a non-profit entity, and member of the general public, and has been hosting a weekly Farmers Market for many years, consisting of fresh vegetable vendors, live music, food and beverage concessions, and artist vendors, as a free event open to the public, thereby creating a cultural and historical heritage activity and bringing awareness to the natural and historical elements of the Park; and

WHEREAS, City owned Parks purchased or acquired through conservation grants funded by the State and/or Federal government require additional review by the granting governmental agency, sub-agency, or political subdivision; and

1. For the purpose of acquiring Oaks by the Bay Park, the City was the recipient of a Grant Award (hereinafter "Grant" and now known as Dedication to Public Use and Declaration of Restrictive Covenants or "DDRC") from the Florida Communities Trust (hereinafter "FCT"), State of Florida Department of Community Affairs, dated August 25, 1995, and said Grant was to assist local governments in bringing into compliance and implementing the conservation, recreation and open space, and coastal element of the City's comprehensive plan; and

2. The obligations imposed by FCT on the City are for the Oaks By The Bay Park to be managed only for the conservation, protection and enhancement of natural and historical resources and for passive, natural resource-based public outdoor recreation which is compatible with the conservation, protection and enhancement of Oaks By The Bay Park, along with other related uses necessary for the accomplishment of this purpose; and

3. It is the obligation of the City pursuant to the Grant to ensure that Oaks By The Bay Park is dedicated to open space, conservation, or outdoor recreation use as appropriate, and for the City to provide evidence to FCT that all activities in the Oaks By The Bay Park comply with all applicable local, state, regional and federal laws and regulations, and ensure that no prohibited activities, construction, vegetation, tree removal, or land alterations that adversely impact the natural resources of the Park take place; and

4. For use of Oaks By The Bay Park, pursuant to the Grant, Section IV, Paragraph 1, the City should provide FCT 60 days written notice should the Oaks By the Bay Park be subject to any activities such as lease of the Park or operation of concessions to a non-governmental organization, and that when the City has received an Application for a Recurring Special Event Permit, incorporated herein by reference, to use the Oaks By the Bay Park by an Organizer for the purpose of holding a Recurring Special Event, the City will have notified FCT in writing of said Application prior to 60 days before the Event; and

WHEREAS, the City recognizes the charitable, cultural, historical, music, educational, and community contributions made by the Organizer, and the Organizer acknowledges the purpose and value of the natural resources of the Park,

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained in this Permit, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties have agreed to the following:

1. Upon approval (when required) by the FCT, the City grants the Organizer the right to use and occupy the Park beginning July 8, , 20 26 , for a twelve (12) month period and not to extend beyond July 8 , 20 26 , to be used for the purpose requested in the Application and for no other purpose without the written consent of the City (the "Permit Term"). Upon the expiration of the term, this Permit shall automatically renew for four (4) additional twelve (12) month periods (the "Renewal Term") unless either the City or the Organizer provides written notice of nonrenewal at least thirty (30) days prior to the end of this initial Permit Term or any Renewal Term. If there are no changes to the Permit, said Permit approval by the City may be renewed with notice of renewal provided to FCT. If there are changes to the Permit, said changes will require FCT approval.
2. Organizer agrees to protect the Park and leave it in as good or better condition than Organizer found it, including proper removal of trash, debris and litter from the Park grounds accumulated from the Event.
3. The use of the Park granted to the Organizer for the requested purpose stated in the Application may not be amended, changed or assigned without the advance written consent of the City, except Vendors will be allowed and the Organizer agrees to enter into contracts with Vendors that require Vendors to be held to the same obligations as the Organizer in the care of the Park.
4. City grants the sole and exclusive right to Organizer to sell drinks, food, souvenirs, or other legal merchandise. Organizer may lease all concession rights to any party or parties within the event grounds. Organizer must abide by all federal, state and local health requirements and obtain any

required permits at the expense of the Organizer. Organizer will ensure that Temporary Food Establishment requirements and regulations are complied with.

5. Trimming of trees may NOT be performed by anyone other than City. Siting of all Vendors should be strategically considered to avoid damaging the natural infrastructure of the grounds.
6. Failure to comply with the terms and requirements of this Permit, and/or produce required documentation in the required manner as stated in all referenced attachments is grounds for immediate revocation of this Permit, but not of the Organizer's obligations to the City under this Permit. Such revocation is effective upon notice of revocation from City to Organizer. No refunds shall be made and any payment made to City shall be taken by City and the full rent called for by the Application and referenced attachments.
7. The City may also terminate this Permit at any time and for any reason, by giving at least thirty (30) days advance written notice to Organizer. Organizer may terminate this Permit for the following reasons, and forfeits the non-refundable event deposit: Organizer may terminate this Permit for any reason with thirty (30) days written notice; provided, however, that all sums paid by the City prior to the termination date provided by Organizer will be returned or reimbursed to the City; or the involuntary dissolution of the Event, or Organization.
8. The City reserves the right upon thirty (30) day notice to the Organizer to cancel any single Saturday event due to a Special Event conflict. The City shall not be responsible for finding, but may assist in finding, an alternative venue.
9. The Organizer is required to provide the City with a Certificate of Insurance for Commercial General Liability insurance with minimum limits of $1,000,000 each occurrence/$2,000,000 General Aggregate, and minimum $1,000,000 Hired and Non-Owned Auto Combined Single Limit insurance, at least ten (10) days prior to the event and maintain said insurance throughout the time period designated in Paragraph 1 of this Permit. Organizer will name the City as an additional insured.
10. If the Organizer, entitled to possession hereunder shall fail for any reason to take possession of or use the premises, without the written consent of City, no refund shall be made and any payment made to City shall be taken by City and the full rent called for by this Permit and referenced attachments, including any disbursements or expenses incurred by the City in connection therewith, shall be payable immediately by the Organizer to the City.
11. If the Park, structures and/or improvements are wholly or partially destroyed or damaged by any cause, casualty, or unforeseen occurrence, or circumstances beyond City's control, rendering City's performance impossible, then this Permit will automatically terminate and Organizer waives and releases any claim for damages or compensation from City on account of termination.
12. City shall Permit Organizer to have and enjoy the use of the Park hereinabove specifically described for the purpose of and for the term aforesaid. However, it shall be the responsibility of Organizer to obtain any permit(s), including alcohol license if permitted by the City Commission, that may be necessary or required by any City, County, State, or Federal ordinance/law for all activities. Said permits shall be obtained at the sole expense of the Organizer and shall be provided to the City.
13. Organizer, at all times, shall control its concessionaires, security, and all of its employees, personnel, volunteers. The City may remove from the premises any and all such employees/volunteers of Organizer engaging in disorderly or unsafe conduct, with its officers and agents, including its policy officers, and may eject any objectionable person or persons from the premises. In the event of the exercise of this authority, Organizer hereby waives any and all claims for damages against the City and its officers and employees on account thereof.
14. Organizer is allowed to sell wine and beer. Organizer must obtain and provide a copy of the License to sell alcohol which license must be within the parameters of the Permit Application. Organizer agrees to indemnify and hold harmless the City from any and all damages, costs and claims arising incident to sale of alcoholic beverages. If alcohol is being sold, Organizer shall provide evidence of coverage for liquor liability in the minimum amount of $1,000,000.

15. Should Organizer fail to fulfill any requirements of this Permit and referenced attachments concerning necessary personnel or services, the City may in its discretion, hire the necessary personnel or services, and bill the Organizer for the cost, plus a fee for administrative expense and Organizer agrees to pay City for those costs and fees upon demand.
16. City, through its Quality of Life, Parks and Recreation Department, Police, Fire, Safety, other designated representatives, shall have the right at any time to enter any portion of the Park or permitted areas for any purpose, and the permitted area at all times will be under the sole charge and control of the Parks and Recreation Department Director/Quality of Life Director or his designated representatives. Access to the premises shall be controlled by the City during the period by this Permit, the entrances and exits of the premises shall be open or closed under the direction of Organizer in accordance with the terms of this agreement and the normal constraints for public safety as determined by the Parks and Recreation Department Director or designated representatives.
17. City shall have the sole right to collect, remove from grounds, and have custody or articles and personal property left on the premises by Organizer or persons attending the Event. Organizer releases and discharges City from any and all liabilities for any loss, injury or damages to property abandoned or not.
18. Organizer shall comply with all laws of the United States, and of the State of Florida, all ordinances of the City of Panama City, and all rules and requirements of the Police and Fire Departments, or other Municipal Authorities of the City of Panama City. Upon violation of law by Organizer, or any person employed by or admitted to the Park by Organizer, upon notice Organizer will immediately take action to correct any such violations.
19. All Ordinances and Resolutions of the City of Panama City relating to the rental and use of the Park are incorporated by reference for all purposes.
20. Organizer will in any contract or agreement with Vendors to require Vendors to pay all applicable taxes, local, county, state or federal, in connection with the Event and Event performances, exhibitions or entertainment, and that Vendors will furnish City all necessary information in order that the City may report the transactions to the Federal Government. Organizer will in any contract or agreement with Vendors hold Vendors responsible for the collection and reporting of all taxes due any governmental entity for the sale of other taxable items and will indemnify and hold harmless the City from and against any and all claims arising out of the collection and/or reporting of taxable sales occurring in connection with the Event.
21. Organizer will in any contract or agreement with Vendors require Vendors assume all liabilities and costs arising from the use of patented, trademarked, or copyrighted materials, equipment, devices, processes or dramatic rights used on or incorporated in the conduct of said Event; and Organizer in any contract or agreement with Vendors will require that Vendors indemnify and hold harmless City from all damages, costs and expenses in law or equity for or on account of all claims arising out of the use of any patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights furnished or used by Organizer, and all claims arising incident this Permit.
22. Roads, except when there is a permit for a road closure, pathways, sidewalks, entrances and points of ingress and egress will be kept unobstructed by Organizer, and shall not be used for any other purposes than public ingress or egress. Grounds sidewalks and walkways may not be obstructed. The wide concrete promenade at Oaks By The Bay Park may be used as Vendor sites when pre-arranged by Organizer.
23. If road closings are required for this Event, Organizer must provide an approved permit for a street closure, and closure map.
24. Organizer will not bring or permit anyone to bring or keep anything in the Park or permitted area that will or may increase the fire hazard or adversely affect the Park or permitted area. Organizer will not bring any personal property onto the Park or permitted area or place or put up any decorations that may damage the Park or permitted area without the consent of the City. City

reserves the right at any time to require Organizer to remove from the Park or permitted area any animals, furniture, fixtures, wiring, exhibits, or other thing in its sole discretion.

25. Organizer must provide event litter control which actively collects and controls grounds litter. Organizer may NOT pick up trash solely after the event. Litter control is not limited solely to Park property. It is expected that Organizer also pick up litter from affected areas, pathways, bridges, trails and similar areas. Multi-day Events are required to clean all parks and surrounding areas of litter and debris daily.
26. Organizer will provide clean up after the Event including all Event sites, designated parking areas and the immediately adjacent impacted neighborhoods streets. Post event clean up should include a walk/sweep of the grounds to remove items typical of large special events such as zip ties, wire clippings, nuts/bolts, can tabs, disposable paper and plastic products, etc.
27. Organizer will not cause or permit any nails or other things to be driven into any structures or trees nor any sign to be affixed without permission, nor cause or permit any changes, alterations, repairs, painting or staining or any part of the structure or equipment thereof, nor permit to be done anything which will damage or change the finish or appearance of the structures thereof. In addition, continuing an Event in the presence of rain without consulting the City places the Organizer at risk of defacing property, incurring additional fees/charges/damages, and all City required repair labor and/or costs.
28. Organizer will review and uphold posted adopted Park rules as established under the City.
29. Should any clause, paragraph, sentence or section of this Permit be determined to be void, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of the Permit shall not be rendered void and unenforceable as a result but rather shall remain in full force and effect.
30. In the event City requires the services of an attorney to pursue any of the remedies available under this Permit against the Organizer, including the filing of a lawsuit and Organizer is determined by a court of competent jurisdiction to be in default hereunder, the Organizer shall pay all costs and expenses, including but not limited to, reasonable attorney's fees, incurred by the City in the enforcement
31. To the fullest extent permitted by law, Organizer hereby fully indemnifies, saves, and holds harmless the City, its officers, employees, agents, licensees, and invitees (collectively called "Indemnities") against any and all liability, damage, loss, claims, suits, demands, judgments, expenses, and actions of any nature whatsoever, on account of personal injury (including, without limitation, Workers' Compensation and death claims), or property loss or damage of any kind whatsoever, including but not limited to attorney's fees, which arises, in whole or in part, or is claimed to arise out of or is claimed to be in any manner connected with the use of the Park for the Event.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representative, have executed this as of the date first written above.

CITY OF PANAMA CITY, FLORIDA

By:_____
JONATHAN HAYES, CRA Executive Director/
City Manager of the City of Panama City

HISTORIC ST. ANDREWS
WATERFRONT PARTNERSHIP, INC.
a/k/a The Market @ St. Andrews

By:_____
Executive Director

CITY OF PANAMA CITY
COMMUNITY REDEVELOPMENT AGENCY

By:_____
Brandy Waldron, CRA Deputy
Executive Director/Assistant City Manager

HISTORIC ST. ANDREWS
WATERFRONT PARTNERSHIP, INC.
a/k/a The Market @ St. Andrews

By:_____
President

PARKS, CULTURE AND RECREATION DEPARTMENT

By:_____
Jared Jones, Interim Director

APPROVED AS TO FORM

By:_____
Nevin J. Zimmerman
City Attorney
Burke Blue, P.A.

Referenced attachments made a part of this Permit:

Event Permit Application
Indemnity and Hold Harmless Agreement
Certificate of Liability Insurance
Temporary Permit for Sale of Alcoholic Beverages License
Business/Organization Extra Duty Request
Grant Award Agreement FCT Contract #96-CT-67-93-3A-J1-027 (aka DDRC)
Warranty Deed, Bay County, Florida, ORB 1585 Pages 1-3

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

AGENDA ITEM REQUEST FORM

ITEM: Consideration to award bid PC26-006 Project Hometown Revitalization – Stone & Sutton to Southern Construction Services, Inc. and approval to execute a contract in the amount of $54,300.00.

BACKGROUND INFORMATION: An Invitation for Bid was advertised by the City on December 16, 2025, to secure competitive bids for the CDBG-DR Project Hometown Revitalization – Stone & Sutton work. Two (2) responsive proposals were received by City staff on January 21, 2026. The responsive bid was from Southern Construction Services, Inc. in the amount of $49,450.00 with an alternate bid amount of $4,850.00. Staff recommends the City award the total bid for Stone & Sutton at 837 Grace Avenue, to Southern Construction Services, Inc. and approval to execute a contract in the amount of $54,300.00 (bid plus alternate). The Stone & Sutton work will include improvements to the building façade.

The following documents are enclosed with this agenda item:
a) Tabulation of bids
b) Proposed contract with Southern Construction Services, Inc.
c) Bid Recommendation Letter

DEPARTMENT HEAD RECOMMENDATION: Staff recommends awarding ITB PC26-006 to Southern Construction Services, Inc. and executing a contract in the amount of $54,300.00 for the construction of the Project CDBG-DR Hometown Revitalization – Stone & Sutton.

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 Affected: Project Harrison HRP – 301-8024-56500; Project #842.4
☐ Personnel $ Click here to enter text.
☐ Operating $ Click here to enter text.
☒ Capital $ $54,300.00 CDBG-DR Harrison HRP Grant
☐ Revenue $ Click here to enter text.

Requested By: *Jennifer S. Aldridge* Date: 1/21/2026
Reviewed By: *Michael Fuller* Date: 1/29/2026
Approved By: *Brandy Waldron* Date: 1/30/2026

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following lump sums:

Certified Bid Tabulation

CDBG-DR Hometown Revitalization Program – Stone & Sutton

ITB No. PC26-006

Date: January 21, 2026

Company Name	Base Bid Lump Sum Total	Alternates Total	Base Bid + Alternates Total
Anderson Construction Company of North Florida	$ 99,974.00	$ 10,200.00	$ 110,174.00
Southern Construction Service, Inc.	$ 49,450.00	$ 4,850.00	$ 54,300.00

This is to certify that this is a true and correct accounting of all bids received on January 21, 2026 as read aloud by the City's Contract Administrator from the Bonfire Vendor Portal regarding CDBG-DR Hometown Revitalization - Stone & Sutton Project, ITB No. PC26-006

Signed: Digitally signed by Joseph Sorci
DN: cn=Joseph Sorci, o=Florida Architects, Inc., ou, email=jsorci@floridaarchitects.com, c=US
Date: 2026.01.25 13:09:00 -06'00'

Joseph J. Sorci, Architect

Date: 01/21/2026

AIA® Document A105® – 2017

Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the Tenth day of February in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

BETWEEN the Owners (separately):
(Name, legal status, address and other information)

4369-50 - Dale Cronwell, 837 Grace Ave. Panama City, Fl 32401

Owner Representative: The City of Panama City - Jennifer Aldridge

and the City:
City of Panama City, FL
501 Harrison Avenue, Panama City, FL 32401

and the Contractor:
(Name, legal status, address and other information)

Southern Construction Services, Inc.
3033 Transmitter Road
Panama City, FL 32404

for the following Project:
(Name, location and detailed description)

CDBG-DR Hometown Revitalization Program – Stone & Sutton Project
4369-50 – Stone & Sutton – 837 Grace Ave. Panama City, FL 32401
Renovation/Remodeling according to Drawings and Specifications.

The Architect:
(Name, legal status, address and other information)

Florida Architects, Inc.
103 W. 5th St., Panama City, FL 32401
850.257.5400

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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User Notes: (697a6c51d550e19c08ac56e1)

The Owner, City and Contractor agree as follows.

TABLE OF ARTICLES

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

.1 this Agreement signed by the Owner and Contractor;

.2 the drawings and specifications prepared by the Architect, dated 12-16-2025, and enumerated as

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follows:

4369-50 – Stone and Sutton – Drawings:

Number	Title	Date
Bid Set dated December 16, 2025; refer to Index of Drawings	CITY OF PANAMA CITY CDBG-DR HOMETOWN REVITALIZATION PROGRAM - Stone & Sutton Project	12/16/2025

Specifications:

Section	Title	Pages
Bid Set Project Manual dated December 16, 2025; refer to Table of Contents	CITY OF PANAMA CITY CDBG-DR HOMETOWN REVITALIZATION PROGRAM GROUP Ga	426

.3 addenda prepared by the Architect as follows:

Number		Date	Pages
1.	Addendum One	12/22/2025	1-4
2.	Addendum Two	01/06/2026	1-2
3.	Addendum Three	01/16/2026	1-43
4.	Addendum Four	01/16/2026	1-1
5.	Addendum Five	01/20/2026	1-38

.4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and

.5 other documents, if any, identified as follows:

1. Instructions to Bidders
2. Contractor's Bid Form
3. State and Federal Statutes, Regulations, and Policies (CDBG-DR Required Contract Clauses)
4. Davis-Bacon Prevailing Wages
5. Appendix II to Part 200 (FEMA Federal Contract Provisions) and Appendix 4
6. SAM.gov and E-Verify Required Forms
7. Form 287 - Drug Free Workplace
8. Public Entity Crime Statements

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.
(Insert the date of commencement if other than the date of this Agreement.)

The Date of Commencement shall be the date of the Notice to Proceed issued by the City.

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:
(Check the appropriate box and complete the necessary information.)

[X] Not later than One Hundred Eighty (180) calendar days from the date of commencement.

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[ ] By the following date:

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

Fifty-Four-Thousand-Three-Hundred and 00/100 Dollars
($ 54,300.00)

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the City shall pay the Contractor, in accordance with Article 12, as follows:
(Insert below timing for payments and provisions for withholding retainage, if any.)

After the City receives approved Applications for Payment in accordance with Division 01, Section 012900 Payment Procedures.

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.
(Insert rate of interest agreed upon, if any.)
0.00 % per annum

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) each occurrence, Two Million Dollars and Zero Cents ($ 2,000,000.00) general aggregate, and One Million Dollars and Zero Cents ($ 1,000,000.00) aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than One Million Dollars and Zero Cents ($ 1,000,000.00) each accident, One Million Dollars and Zero Cents ($ 1,000,000.00) each employee, and One Million Dollars and Zero Cents ($ 1,000,000.00) policy limit.

§ 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

§ 5.1.7 Other Insurance Provided by the Contractor
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits
NA	

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§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.
(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)

To the Owner and City: Attn Jennifer Aldridge, jaldridge@panamacity.gov
To the Architect: Attn: Florida Architects Inc., jsorci@floridaarchitects.com
To the Contractor: Attn: Charlie Walker, charlie@weremodelpc.com

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to

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the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 Warranty

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The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

§ 8.7 Permits, Fees and Notices

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City, Owner, Architect, Architect's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the City and the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the

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Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the City, the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both the City, Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the City, Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, subject to the pre-approval by the City, and without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the City to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this

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Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the City or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the City, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the City shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.3 Certificates for Payment

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the City a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the City a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and City in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and City of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the City and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.4 Progress Payments

§ 12.4.1 After the Architect has issued a Certificate for Payment, the City shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the City, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the City, the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment by the City, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or

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encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the City, the Owner and Architect, terminate the Contract and recover from the City and Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the City for Cause

§ 16.2.1 The City may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

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.4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

.1 take possession of the site and of all materials thereon owned by the Contractor, and

.2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the City terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the City. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

Owner agrees that the City of Panama City shall direct all Work of the Contractor and that all decisions will be made by the City of Panama City in regards to Work completion. Contractor shall communicate directly with the City of Panama City.

This Agreement entered into as of the day and year first written above.
(If required by law, insert cancelation period, disclosures or other warning statements above the signatures.)

Agreement may be signed in Counter Parts.

OWNER *(Signature)*

BY: Dale Cronwell, Owner

(Printed name and title)

CONTRACTOR *(Signature)*

BY: Harold E. Walker, President

(Printed name and title)

CITY *(Signature)*

BY: Allan Branch, City of Panama City Mayor

(Printed name and title)

ATTEST *(Signature)*
BY: Janette Smith, CMC, CPA, City Clerk-Treasurer

(Printed name and title)

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User Notes: (697a6c51d550e19c08ac56e1)

"General Decision Number: FL20250005 09/05/2025

Superseded General Decision Number: FL20240005

State: Florida

Construction Type: Building

Counties: Bay and Gulf Counties in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025
1	03/14/2025

ELEV0124-002 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC	$ 52.29	38.435+a+b

FOOTNOTE:
a.Employer contributions 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; Employer contributions 6% of regular hourly rate to vacation pay credit for employee who has worked in business less than 5 years.

b.Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans Day; Thanksgiving Day; The Friday after Thanksgiving Day; and Christmas Day.

ENGI0487-021 07/01/2016

	Rates	Fringes
OPERATOR: Crane		
All Cranes 160 Ton Capacity and Over	$ 33.05	9.20
All Cranes Over 15 Ton Capacity	$ 32.05	9.20
OPERATOR: Forklift	$ 23.25	9.20
OPERATOR: Mechanic	$ 32.05	9.20
OPERATOR: Oiler	$ 23.50	9.20

IRON0402-001 10/01/2024

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 28.90	15.66

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* PLUM0234-012 09/01/2025

	Rates	Fringes
PIPEFITTER (Includes HVAC Unit Installation)	$ 37.50	17.59

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* SUFL2014-043 08/16/2016

	Rates	Fringes
CARPENTER	$ 16.00 **	0.00
CEMENT MASON/CONCRETE FINISHER	$ 14.61 **	0.00
ELECTRICIAN	$ 17.39 **	2.57
INSULATOR: Mechanical (Duct, Pipe and Mechanical System Insulation)	$ 20.78	10.89
IRONWORKER, REINFORCING	$ 22.81	11.58
IRONWORKER, STRUCTURAL	$ 23.79	8.74
LABORER: Common or General	$ 11.05 **	0.00

LABORER: Mason Tender - Cement/Concrete	$ 11.69 **	0.00
LABORER: Pipelayer	$ 13.56 **	1.34
OPERATOR: Backhoe/Excavator/Trackhoe	$ 22.07	8.80
OPERATOR: Bulldozer	$ 15.40 **	1.90
OPERATOR: Grader/Blade	$ 18.97	0.00
OPERATOR: Loader	$ 14.83 **	1.84
OPERATOR: Roller	$ 14.43 **	4.78
PAINTER: Brush, Roller and Spray	$ 14.54 **	2.01
PLUMBER	$ 19.40	0.36
ROOFER	$ 16.99 **	0.00
SHEET METAL WORKER, Includes HVAC Duct Installation	$ 20.05	0.00
TILE SETTER	$ 18.01	0.00
TRUCK DRIVER: Dump Truck	$ 13.22 **	2.12
TRUCK DRIVER: Lowboy Truck	$ 14.24 **	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union

prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested

party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

"General Decision Number: FL20250002 07/18/2025

Superseded General Decision Number: FL20240002

State: Florida

Construction Type: Heavy Dredging

Counties: Florida Statewide.

Dredging Construction Projects FLORIDA (Excluding West of the Aucilla River and its tributary waterways)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025
1	02/07/2025

2	02/21/2025
3	07/11/2025
4	07/18/2025

ENGI0025-005 10/01/2024

	Rates	Fringes
Dredging :		
CLASS A1	$ 47.07	15.34+a
CLASS A2	$ 41.94	14.99+a
CLASS B1	$ 40.71	14.90+a
CLASS B2	$ 38.31	14.73+a
CLASS C1	$ 37.26	14.66+a
CLASS C2	$ 36.07	14.57+a
CLASS D	$ 29.96	14.15+a

CLASSIFICATIONS:

CLASS A1: Deck Captain, Leverman, Mechanical Dredge Operator. Licensed Tug Operator over 1000 HP

CLASS A2: Crane Operator (360 swing)

CLASS B1: Derrick Operator (180 swing), Spider/Spill Barge Operator, Timber Fork Operator, Dozer Operator, Engineer, Blaster/Driller, Fill Placer, Electrician, Licensed Boat Operator, Licensed Crew Boat Operator.

CLASS B2: Certified Welder.

CLASS C1: Mate, Drag Barge Operator, Welder, Assistant Fill Placer, Steward.

CLASS C2: Boat Operator/Launchman

CLASS D: Shoreman, Deckhand, Rodman, Scowman, Cook, Messman, Oiler, Janitor, Drill Oiler

PREMIUMS: Additional 20% for hazardous material work

FOOTNOTE APPLICABLE TO ABOVE CRAFTS:

a. New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Vacation Contribution of 8% of straight time rate multiplied by the total hours worked.

b. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. Plus Vacation contribution of 8% of straight time pay for all hours worked.

INCENTIVE PAY : (Add to Hourly Rate)

Operator (NCCCO License/Certification) $1.80; Licensed Tug Operator over 1000 HP (Assigned as Master) USCG licensed Master of Towing Vessels (MOTV) $1.80; Licensed Boat Operator (assigned as lead boat captain) USCG licensed boat operator $1.30; Engineer (QMED and Tankerman endorsement or licensed engineer (USCG) $1.80; Oiler QMED and Tankerman endorsement (USCG) $1.80; All classifications Tankerman endorsement only (USCG) $1.55; Deckhand or Mater AB w/Lifeboatman only (USCG) $1.80; Welder (ABS certification) $1.55

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* ENGI0025-006 10/01/2006

	Rates	Fringes
Hydraulic Dredges Under 20""		
Cook	$ 8.11 **	1.73

Deckhand	$ 7.77 **	1.73
Engineer	$ 9.59 **	1.73
Launchman	$ 8.19 **	1.73
Leverman	$ 10.03 **	1.73
Mate	$ 8.82 **	1.73
Mess Cook	$ 7.71 **	1.73
Messman & Janitor	$ 7.53 **	1.73
Oiler & Fireman	$ 8.11 **	1.73
Shoreman	$ 7.82 **	1.73
Spider Barge Operator	$ 8.68 **	1.73
Spill Barge Operator	$ 8.68 **	1.73
Welder	$ 9.79 **	1.73

SUFL1993-010 05/24/1993

The following rates were revised pursuant to 29 CFR 1.6(c)(1) on 02/07/2025.

	Rates	Fringes
Self-Propelled Hopper Dredge		
Drag Tenders	$ 19.70	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

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A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

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is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

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WAGE DETERMINATION APPEALS PROCESS

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b) an existing published wage determination
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Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

PC26-006 CDBG-DR Hometown Revitalization Program
Stone & Sutton
Panama City, FL
Date: January 26, 2026

To: The City of Panama City, Florida
C/o: Jennifer Aldridge, Disaster Recovery Project Manager,
Floodplain Manager, Development Services
501 Harrison Avenue,
Panama City, FL 32405
(Via: jaldridge@panamacity.gov)

RE: Stone & Sutton Project Bid Award Recommendation Letter

Florida Architects, Inc. (FLA) is pleased to offer this Letter of Recommendation for Bid Award for the referenced PC26-006, Stone & Sutton Project. This project underwent two rounds of bidding with the last having two (2) Contractors submitting proposals. FLA has assisted Panama City in obtaining competitive Bid Proposals and recommends that the City of Panama City award the bid to the lowest qualified bidder:

Southern Construction Services, Inc.
3033 Transmitter Rd, Panama City, FL 32404
Ph: 850.832.5302

The accepted Base-Bid items as agreed upon by the property Owner included in this package and the corresponding recommended award amount total is Fifty-Four-Thousand-Three-Hundred and 00/100 - Dollars ($54,300.00).

The Probable Cost Analysis prepared in October 2024 by the Architect is approximately 37% higher than the recommended Bid Award amount. Therefore this Bid is under budget..

Process: the successful public bidding process summary as noted:
1. The Project ITB was advertised on the City of Panama City's Bonfire Portal at https://panamacity.bonfirehub.com/portal/?tab=openOpportunities for over 30 calendar days; and at least 3 regional firms were notified of the advertisement, and posted on the national Dodge Construction Listing. Two (2) bidders submitted a proposal.
2. The recommended firm's Bid Package was reviewed and found to be acceptable.

Remaining Anticipated Schedule:

Award Bid (City of Panama City) *	02/10/26
Receive, Approve Executed Contract, Bonds & Insurance*	02/17/26
Building Permitting*	03/03/26
Construction Notice-To-Proceed w/Construction*	03/09/26
Substantial Completion (180 Days) *	09/01/26
Final Completion (10 Days) *	09/11/26

* Actual date may vary depending on results of the approval and construction processes.

Please let us know if you have any questions. Thank you for the opportunity to continue *best serving the City of Panama City.*

Sincerely,
FLORIDA ARCHITECTS, INC.

Digitally signed by Joseph Sorci
DN: cn=Joseph Sorci, o=Florida Architects, Inc., ou, email=jsorci@floridaarchitects.com, c=US
Date: 2026.01.25 14:03:05 -06'00'

Joseph J. Sorci, AIA, President

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

AGENDA ITEM REQUEST FORM

ITEM: Amendment to the Right-of-Way Use Agreement and Alleyway Use Agreement with Drew Station, Inc. for 11 Harrison Avenue.

BACKGROUND INFORMATION: The property owner, Drew Station, Inc., is seeking to amend and restate the Right-of-Way (ROW) Use Agreement and Alleyway Use Agreement at 11 Harrison Avenue. The ROW Use Agreement was originally approved by the City on November 18, 2014 for a term of ten (10) years. The Alleyway Use Agreement was originally approved by the City on May 15, 2014 for a term of twenty (20) years.

The proposed amendment would extend the term of the ROW Use Agreement for fifteen (15) years and provide that the term of the Alleyway Use Agreement run concurrently. The amendment would also extend the construction date provided in section 5 of the Alleyway Use Agreement.

The following documents are enclosed with this agenda item:

a) First Amendment and Restated ROW Use Agreement and Alleyway Use Agreement
b) 2014 ROW Use Agreement (Exhibit A)
c) 2014 Alleyway Use Agreement (Exhibit B)

DEPARTMENT HEAD RECOMMENDATION: Staff recommends approval of the First Amendment and Restated Right-of-Way Use Agreement and Alleyway Use Agreement.

Budget Impact

Budgeted? Yes: ☐ No: ☐ How Much budgeted? N/A
If more, where do you suggest funds come from?
N/A
Cost Center Affected: Click here to enter text.
☐ 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: Michael Fuller, Director of Development Services Date: 1/29/2026
Reviewed By: Brandy Waldron, Assistant City Manager Date: 1/29/2026
Approved By: Jonathan Hayes, City Manager Date: 1/29/2026

FIRST AMENDMENT AND RESTATED RIGHT OF WAY USE AGREEMENT AND ALLEYWAY USE AGREEMENT

THIS FIRST AMENDMENT AND RESTATED RIGHT OF WAY USE AGREEMENT AND ALLEYWAY USE AGREEMENT ("First Amendment") is entered into by and between DREW STATION, INC. ("Company") and the CITY OF PANAMA CITY, FLORIDA ("City"), hereafter collectively referred to as the "Parties."

WHEREAS, the Parties previously entered into a Right of Way Use Agreement on November 18, 2014 as recorded in the Official Records of Bay County, Florida Book 3655, Page 1980 ("Right of Way Use Agreement"), attached herewith as Exhibit "A";

WHEREAS, the Parties previously entered into an Alleyway Use Agreement on May 15, 2014 as recorded in the Official Records of Bay County, Florida Book 3610, Page 1 ("Alleyway Use Agreement"), attached herewith as Exhibit "B";

WHEREAS, the Parties wish to amend the Agreements as stipulated herein.

NOW THEREFORE in consideration of the sum of Ten ($10.00) Dollars, the Parties mutually agree to this First Amendment as follows:

1. The Right of Way Use Agreement shall be reinstated and shall be amended to have a term of fifteen (15) years from the effective date of this First Amendment.
2. The Alleyway Use Agreement shall be amended (i) to have a term that runs concurrent with the Right of Way Use Agreement and (ii) the first sentence of Paragraph 5 is hereby stricken and replaced with the following sentence:

   "5. The City may terminate this Alleyway Use Agreement if it reasonably determines that the Structures have not been constructed within five (5) years of the date of this First Amendment and Restated Alley Use Agreement or if the use of the rooftop as a restaurant has been abandoned by the Company."

   The remainder of Paragraph 5 shall remain without change or alteration.
3. Paragraph 6 of the Right of Way Use Agreement and Alleyway Use Agreement shall be amended providing the following address for the City:

   Jonathan Hayes, City Manager
   City of Panama City
   501 Harrison Avenue
   Panama City, Florida 32401
4. All other provisions of the Right of Way Use Agreement and Alleyway Use Agreement shall remain unchanged.

IN WITNESS WHEREOF, the undersigned authorized officers on behalf of the City of Panama City, Florida and Drew Station, Inc. hereby agree on this _____ day of January, 2026.

DREW STATION, INC.

_____
By: Michael Drew
Its: President

CITY OF PANAMA CITY

_____
By: Allan Branch
Its: Mayor

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this ____ day of January, 2026, by Michael Drew, as the President of Drew Station, Inc. who is personally known to me or has produced _____ as identification.

_____
Notary Public
(SEAL) Serial #_____
My Commission Expires:_____

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this ____ day of January, 2026, by Allan Branch, as the Mayor of the City of Panama City, Florida, a municipal corporation, who is personally known to me or has produced _____ as identification.

_____
Notary Public
(SEAL) Serial #_____
My Commission Expires:_____

Exhibit A

File # 2014061198, OR BK 3655 Page 1980, Page 1 of 4, Recorded 11/19/2014 at 11:08 AM, Bill Kinsaul, Clerk Bay County, Florida Deputy Clerk DL Trans # 1231128

RIGHT OF WAY USE AGREEMENT

WHEREAS, Drew Station, Inc. ("Company") is the owner of the property located at 11 Harrison Avenue in Panama City, Florida (Parcel Number 19705-000-000) and also described as Lot 8 and Lot 7, Block 16, Plat Book __, Page __ as recorded in the office of the Clerk of Court in the Official Records in and for Bay County, Florida (the "Property").

WHEREAS, the parties have entered into an Alleyway Use Agreement dated May 15, 2014 and recorded in office of the Official Records Book 2610, Pages 1-6 in and for Bay County, Florida (the "Alleyway Use Agreement");

WHEREAS, the City of Panama City (the "City") owns Government Street and Harrison Avenue that are located on the southwest boundary of the Property (the "ROW");

WHEREAS, the Company intends to improve the Property and has a need to construct improvements in a portion of Government Street and Harrison Avenue that are within an area that approximately 16.5 feet southwest of the southwest boundary of the Property.

WHEREAS, the improvements are specifically described and delineated on Exhibit A attached hereto (the "Improvements"), and the Improvements can be generally described as the removal of sod and installation of permeable tile areas adjacent to the sidewalk, the installation of a fountain, the installation of fencing adjacent to the portion of the building that will be converted to restaurant space, landscaping improvements and the installation of awnings on buildings that overhang the ROW but without any foundation poles in the ROW; and

WHEREAS, the City finds that public would be benefitted by allowing the Company to use a portion of the ROW to construct the Improvements.

NOW THEREFORE in consideration of the sum of Ten ($10.00) Dollars, the receipt of which is hereby acknowledged, the City and the Company mutually agree to enter into this Right of Way Use Agreement (the "Agreement") as follows:

1. At its expense, the Company shall obtain all necessary permits and approvals and then construct and maintain the Improvements as generally shown on the attached Exhibit "A."

2. During the term of this Use Agreement the Company shall maintain commercial general liability insurance on the ROW being used by the Company as described on Exhibit A, listing the City of Panama City as an

additional insured protecting the City relative to the activities of the Company, its tenants and invitees on the Property the area of the Improvements in a minimum amount of $1,000,000 per occurrence and $2,000,000 general aggregate.

3. The term of this Agreement shall be for ten (10) years.

4. The Company may terminate this Agreement at any time provided it gives the City notice and then removes the Improvements that are in the ROW and restores the ROW to its original condition; provided, however, the City has the right to waive at its sole discretion the Company's obligation to remove the Improvements and to restore the ROW.

5. The City may terminate this Agreement if (i) it reasonably determines that the Improvements have not been constructed within one (1) year of the date of this Agreement or (ii) if the Alleyway Use Agreement has been terminated; provided, however, before the City terminates this Agreement, the City shall provide to the Company notice of the meeting in which the City shall make a final decision as to the termination of the Agreement and invite the Company to appear. Upon termination, the Company shall remove the Improvements within thirty (30) days and restore the ROW to its original condition unless the City, in its sole discretion, waives the obligation of the Company to remove the Improvements and restore the ROW. If the Company does not remove the Improvements within thirty (30) days, then the City may remove the Improvements and recover the cost of the removal against the Company and/or place a special assessment that is equal to the cost of removal on the ad valorem tax bill for the Property as a non-ad valorem special assessment.

6. In providing notice pursuant to the Agreement, notice to the City and Company shall be as follows:

City:
City Manager
9 Harrison Avenue
Panama City, FL 32401

Company:
Michael R. Drew, President
Drew Station Inc.
PO Box 1066
Panama City, FL 32402

IN WITNESS WHEREOF, the undersigned authorized officers on behalf of the City of Panama City and Drew Station, Inc. hereby agree on this _____ day of November, 2014.

DREW STATION, INC.

BY: Michael R. Drew
ITS: President

CITY OF PANAMA CITY

BY: Greg Brudnicki
ITS: Mayor

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this 13th day of November, 2014, by Micael R. Drew, as the President of Drew Station, Inc. who is personally known to me or has produced _____ as identification.

LYNDA G BREEGLE
Notary Public - State of Florida
My Comm. Expires Aug 25, 2017
Commission # FF 034761
Bonded Through National Notary Assn.

Notary Public
Serial# _____
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this 18th day of November, 2014, by Greg Brudnicki, as Mayor of City of Panama City, Florida, a municipal corporation, who is personally known to me or has produced as identification.

(SEAL)

Notary Public State of Florida
Sharon Churchwell
My Commission EE 210913
Expires 07/20/2016

Notary Public
Serial# _____
My Commission Expires: 07-20-2016

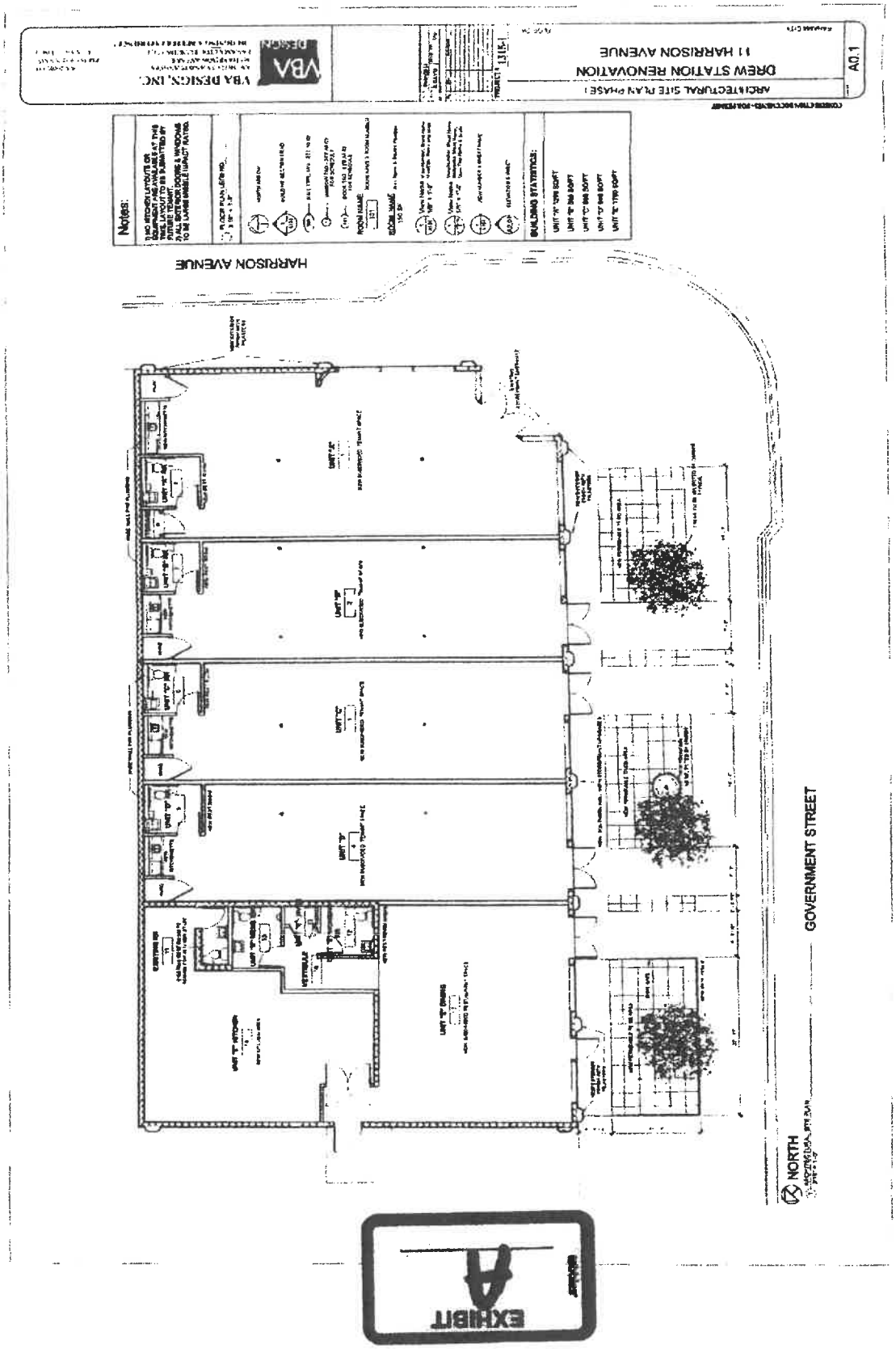

A0.1
ARCHITECTURAL SITE PLAN PHASE I
DREW STATION RENOVATION
11 HARRISON AVENUE
VBA DESIGN, INC.
Notes:
HARRISON AVENUE
GOVERNMENT STREET
NORTH
EXHIBIT
A

Exhibit B

File # 2014027199
OR BK 3610 Pages 1 - 6
Recorded 05/21/14 15:42:05
Bill Kinsaul, Clerk
Bay County, FL
Deputy Clerk GB
Trans # 1205478

ALLEYWAY USE AGREEMENT

WHEREAS, Drew Station, Inc. ("Company") is the owner of the property located at 11 Harrison Avenue in Panama City, Florida (Parcel Number 19705-000-000) and shown as Lot 8 and Lot 7, Block 16 on Exhibit "B" attached hereto (the "Property");

WHEREAS, the City of Panama City (the "City") owns an adjacent 20' wide Alley ("Alley") running from between Beach Drive and Government Street, as further described in attached Exhibit "A";

WHEREAS, the Company intends to improve the Property by adding a rooftop restaurant, and the Company has a need to construct structures for an outdoor entrance and exit for the rooftop within a portion of the Alley ("Structures"); and

WHEREAS, the City finds that the public would be benefited by allowing the Company to use a portion of the Alley to construct Structures that would provide an entrance/exit to a rooftop restaurant on the Property as depicted on Exhibit B.

NOW THEREFORE in consideration of the sum of Ten ($10.00) Dollars, the receipt of which is hereby acknowledged, the City and the Company mutually agree to enter into this Alleyway Use Agreement as follows:

1. At its expense, the Company shall obtain all necessary permits and then construct and maintain the Structures as generally shown on attached Exhibit "B." The Company will also pave the Alley to City specifications as shown in Exhibit C attached hereto.

2. During the term of this Use Agreement the Company shall maintain commercial general liability insurance on the portion of the Alley being used by the Company as described on Exhibit A, listing the City as an additional insured and protecting the City relative to the activities of the Company, its tenants and invitees on the property in a minimum amount of $1,000,000 per occurrence and $2,000,000 general aggregate.

3. The term of this Alleyway Use Agreement shall be 20 years.

4. The Company may terminate this Alleyway Use Agreement at anytime provided it gives the City notice and then removes the Structures that are in the Alley and restores the Alley to its original condition.

5. The City may terminate this Alleyway Use Agreement if it reasonably determines that the Structures have not been constructed within one

(1) year of the date of this Alley Use Agreement or if the use of the rooftop as a restaurant has been abandoned by the Company. Provided, however, before the City terminates this Alleyway Use Agreement, the City shall provide to the Company notice of the meeting in which the City shall make a final decision as to the termination of the Alleyway Use Agreement and invite the Company to appear. Upon termination, the Company shall remove the Structures within thirty (30) days and restore the Alley to its original condition. If the Company does not remove the Structures within thirty (30) days, then the City may remove the Structures and recover the cost of the removal against the Company and/or place a special assessment that is equal to the cost of removal on the ad valorem tax bill for the Property as a non-ad valorem special assessment.

6. In providing notice pursuant to this Alleyway Use Agreement, notice to the City and the Company shall be as follows:

City:
City Manager
9 Harrison Avenue
Panama City, FL 32401

Company:
Michael R. Drew, President
Drew Station, Inc.
PO Box 1066
Panama City, FL 32402

IN WITNESS WHEREOF, the undersigned authorized officers on behalf of the City of Panama City and Bluewater Property, LLC hereby agree on this 15 day of May, 2014.

DREW STATION, INC.

BY: MICHAEL RORY DREW
ITS: President

CITY OF PANAMA CITY

BY: Greg Brudnicki
ITS: Mayor

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this 15 day of May, 2014, by Michael Rory Drew as the President of Drew Station, Inc., who is personally known to me or has produced as identification.

MAUREEN C. RAINVILLE
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF090202
Expires 2/5/2018

(SEAL)

Maureen C. Rainville
Notary Public
Serial# FF090202
My Commission Expires: 2/5/2018

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this 14th day of May, 2014, by Greg Brudnicki, as Mayor of City of Panama City, Florida, a municipal corporation, who is personally known to me or has produced as identification.

(SEAL)

Notary Public State of Florida
Sharon Churchwell
My Commission EE 210913
Expires 07/20/2016

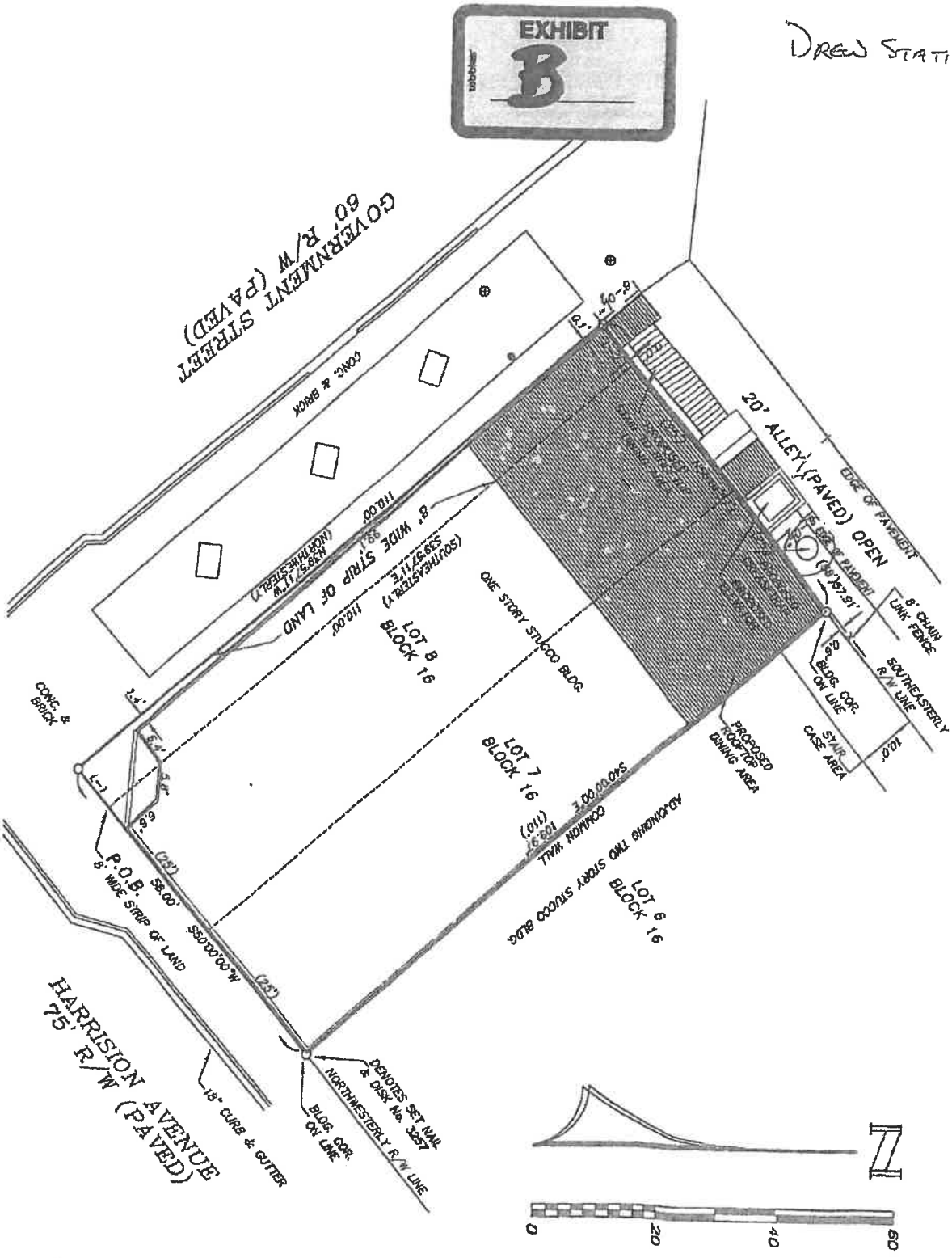
Sharon Churchwell
Notary Public
Serial# EE - 210913
My Commission Expires: July 20, 2016

EXHIBIT A

That certain 20' wide Alley running from between Beach Drive and Government Street, that is adjacent to the Property as shown in Plat Book ___, Page ____, in the official records of the Clerk of the Circuit Court in and for Bay County, Florida.

EXHIBIT B

DREW STATION



SCHEMATIC DESIGN

A0-1

PROPOSED SITE PLAN

11 HARRISON RENOVATIONS

11 HARRISON AVENUE

PANAMA CITY FLORIDA

PROJECT # 1315

VBA DESIGN, INC.
ARCHITECTS AND PLANNERS
465 HARRISON AVENUE
PANAMA CITY, FLORIDA 32401
"DESIGNING A BETTER EXPERIENCE"
AA 26002833
PHONE 850-769-3367
FAX 850-763-0410

• CONCEPTUAL PLAN PHASE I

SUMMARY OF SCOPE OF WORK:

PREPARE BASE, PROVIDE AND INSTALL ASPHALT EXPANDING THE EXISTING ALLEY BY (3') THREE FEET THE ENTIRE LENGTH BETWEEN GOVERNMENT AND BEACH DR.

• MATERIAL: ASPHALT BASE, ASPHALT

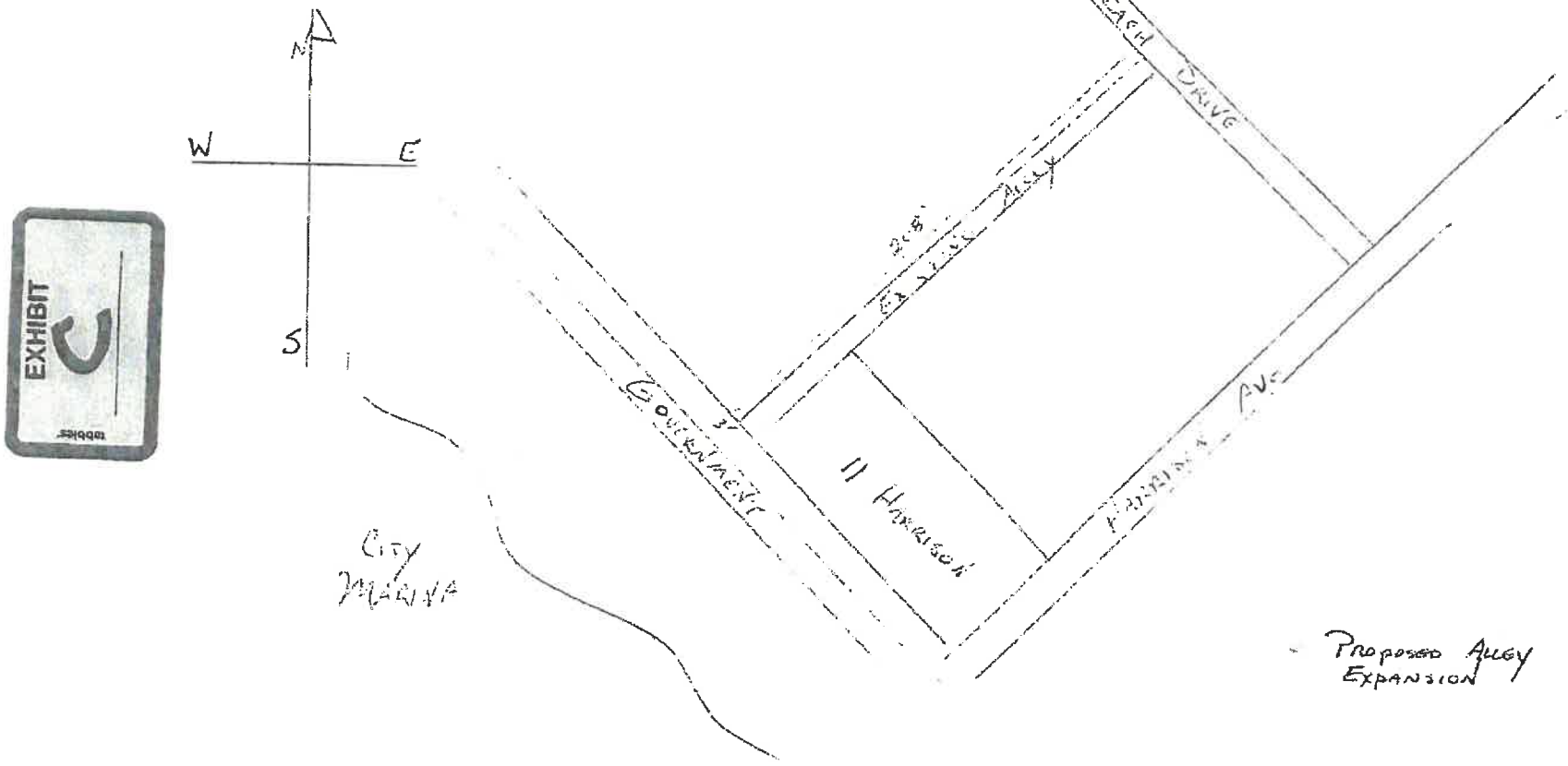


EXHIBIT C

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

Agenda Item Request Form

ITEM: **Request for approval to purchase three (3) Chevrolet Silverado 1500 ½ ton pickup trucks for the Lift Station team in the Underground Utilities Division from Alan Jay Fleet Sales through Tallahassee Purchasing State Contract Number 5179 in the amount of $128,877.00.**

BACKGROUND INFORMATION: **During fiscal year 2025, the Lift Station division lost three ½ - ton pickup trucks due to mechanical failures and have reached the end of its service life. The affected units were city fleet numbers 636, 640, and 651. This purchase will replace the decommissioned vehicles to ensure the Public Works Department maintains adequate transportation resources for personnel to complete normal and emergency operations.**

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

BUDGET

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 Affected: **410.3640**
☐ **Personnel** **$**
☐ **Operating** **$**
X **Capital** **$ 128,877.00**
☐ **Revenue** **$**

Requested By: **Clint Murphy, J.D., Director of Public Works** **Date:** **1/26/2026**
Prepared by: **Jonathan Lane, Superintendent of Lift Stations** **Date:** **1/26/2026**
Reviewed By: **Angie Lightfoot, Administrative Manager** **Date:** **1/26/2026**
Approved By: **Clint Murphy, J.D., Director of Public Works** *CM* **Date:** **1/26/2026**

Contract Number:	5179 - 2026 CITY OF TALLAHASSEE
Quote ID:	69215
Agency:	PANAMA CITY, CITY OF
Date:	1/13/2026

Thank you from the Alan Jay Fleet Team for the opportunity to provide this quotation for (3) 2026 CHEVY SILVERADO 1500 DOUBLE CAB PICKUP 4WD WT 6.5' BED, please review carefully and contact us with any errors or changes.

MSRP:		$46,885.00
Base Price:		$39,629.00
Factory Options:		$1,920.00
Aftermarket Options:		$1,410.00
Vehicle Price:		$42,959.00
Purchase Total:	Qty (3)	$128,877.00

Per attached vehicle specifications.

This quotation is valid as long as the manufacturer is accepting orders for the model year specified. Purchase orders received after factory order cutoff may not be honorable. The vehicle(s) offered on this quotation will be ordered in the color(s) listed. Please contact your Alan Jay sales representative with any questions you have on this quote.

Quoted By: ASHLEE WILSON / 863-273-1105 / Ashlee.Wilson@AlanJay.com

ALAN JAY FLEET SALES

City of Tallahassee

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234		WWW.ALANJAY.COM	Quote 69215-2
Corporate Office	2003 U.S. 27 South	MOBILE 863-273-1105		Mailing Address	P.O. BOX 9200
	Sebring, FL 33870	FAX 863-402-4221			Sebring, FL 33871-9200

ORIGINAL QUOTE DATE
1/12/2026

QUICK QUOTE SHEET

REVISED QUOTE DATE
1/13/2026

REQUESTING AGENCY **PANAMA CITY, CITY OF**
CONTACT PERSON **JONATHAN LANE** EMAIL jlane@panamacity.gov
PHONE **850-864-1173** MOBILE FAX

CONTRACT NUMBER 5179 - 2026 CITY OF TALLAHASSEE

MODEL CK10753 1WT **MSRP** $46,885.00

2026 CHEVY SILVERADO 1500 DOUBLE CAB PICKUP 4WD WT 6.5' BED

CUSTOMER ID

GOVERNMENT PRICE $39,629.00

BED LENGTH	6.5' Bed

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
GAZ	Summit White	$0.00
H2G	Jet Black, Vinyl seat trim	$0.00
L3B	Engine, TurboMax	$0.00
MFC	Transmission, 8-speed automatic, electronically controlled	$0.00
1WT	OPTIONS Work Truck Preferred Equipment Group	$0.00
AZ3	Seats, front 40/20/40 split-bench	$0.00
CGN	Chevytec spray-on bedliner, Black	$540.00
CTT	Hitch Guidance	$0.00
FE9	Emissions, Federal requirements	$0.00
G80	Auto-locking rear differential	$390.00
GU6	Rear axle, 3.42 ratio	$0.00
IOR	Audio system, Chevrolet Infotainment 3 system	$0.00
QBN	Tires, 255/70R17 all-season, blackwall	$0.00
QBR	Tire, spare 255/70R17 all-season, blackwall	$0.00
RD6	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel	$0.00
VQO	LPO, Black work step	$570.00
Z82	Trailering Package	$420.00
___	Option/package discount	$0.00
	FACTORY OPTIONS	**$1,920.00**

AFTERMARKET OPTIONS	DESCRIPTION	
NEW-TAG	New tag Includes temp tag & two way overnight shipping for signature.(specify state, county, city, sheriff, etc.)	$245.00
EWD	EXTENDED WARRANTY DECLINED	$0.00
3KR	Additional key and remote, cut and programmed.	$305.00
W TLI2-4-AW	(4) Whelen T-Series DUAL color ultra thin light heads with (2) mounted in grille and (2) mounted to rear of vehicle (AMBER/WHITE).	$860.00
	AFTERMARKET OPTIONS	**$1,410.00**

ALAN JAY FLEET SALES

City of Tallahassee

CONTRACT NUMBER 5179 - 2026 CITY OF TALLAHASSEE

TRADE IN

TOTAL COST **$42,959.00**

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

TOTAL COST LESS TRADE IN(S) **QTY** **3** **$128,877.00**

Estimated Annual payments for 60 months paid in advance: $9,877.16 **Extended: $29,631.49**

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments **QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS**

VEHICLE QUOTED BY **ASHLEE WILSON** **GOVERNMENT ACCOUNT MANAGER** Ashlee.Wilson@AlanJay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.

Alan Jay Fleet

Ashlee Wilson-Dickman | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck (✔ Complete)

Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2026 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck — MSRP:$43,500.00

Interior:Jet Black, Vinyl seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, TurboMax

Transmission, 8-speed automatic, electronically controlled

OPTIONS

CODE	MODEL		MSRP
CK10753	[Fleet] 2026 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck		$43,500.00
	OPTIONS		
1WT	Work Truck Preferred Equipment Group		$0.00
AZ3	Seats, front 40/20/40 split-bench		$0.00
CGN	Chevytec spray-on bedliner, Black		$545.00
CTT	Hitch Guidance	Inc.	
FE9	Emissions, Federal requirements		$0.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 27475. Data Updated: Jan 11, 2026 6:45:00 PM PST.

Alan Jay Fleet

Ashlee Wilson-Dickman | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck (Complete)

G80	Auto-locking rear differential	$395.00
GAZ	Summit White	$0.00
GU6	Rear axle, 3.42 ratio	$0.00
H2G	Jet Black, Vinyl seat trim	$0.00
IOR	Audio system, Chevrolet Infotainment 3 system	$0.00
L3B	Engine, TurboMax	$0.00
MFC	Transmission, 8-speed automatic, electronically controlled	$0.00
QBN	Tires, 255/70R17 all-season, blackwall	$0.00
QBR	Tire, spare 255/70R17 all-season, blackwall	$0.00
RD6	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel	$0.00
VQO	LPO, Black work step	$575.00
Z82	Trailering Package	$425.00
___	Option/package discount	($1,350.00)
	SUBTOTAL	**$44,090.00**
	Adjustments Total	$0.00
	Destination Charge	$2,795.00
	TOTAL PRICE	**$46,885.00**

FUEL ECONOMY

Est City:17 MPG

Est Highway:21 MPG

Est Highway Cruising Range:504.00 mi

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Data Version: 27475. Data Updated: Jan 11, 2026 6:45:00 PM PST.

Alan Jay Fleet

Ashlee Wilson-Dickman | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck (Complete)

Standard Equipment

Package	
	Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UKJ) Front Pedestrian Braking, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UEU) Forward Collision Alert and (TQ5) IntelliBeam
Mechanical	
	Durabed, pickup bed
	Engine, TurboMax (310 hp [231 kW] @ 5600 rpm, 430 lb-ft of torque [583 Nm] @ 3000 rpm) (STD) (Not available with (Z71) Z71 Off-Road Package, (VYU) Snow Plow Prep Package or (ZW9) pickup bed delete.)
	Transmission, 8-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD) (Included and only available with (L3B) TurboMax engine. Requires (AZ3) front 40/20/40 split-bench seats.)
	GVWR, 7000 lbs. (3175 kg) (Requires Crew Cab or Double Cab 4WD model and (L3B) TurboMax engine. Requires Double Cab 4WD model and (L84) 5.3L EcoTec3 V8 engine.)
	Rear axle, 3.42 ratio
	Push Button Start
	Automatic Stop/Start (Not available with (5W4) Special Services Package, (9C1) Police Pursuit Package or (FHS) E85 FlexFuel capability.)
	Transfer case, single speed electronic Autotrac with push button control (4WD models only)
	Four wheel drive
	Battery, heavy-duty 730 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power
	Alternator, 220 amps (Included with (L3B) TurboMax engine, (VYU) Snow Plow Prep Package, (5W4) Special Service Package or (9C1) Police Pursuit Package.)
	Recovery hooks, front, frame-mounted, Black
	Frame, fully-boxed, hydroformed front section
	Suspension Package, Standard
	Steering, Electric Power Steering (EPS) assist, rack-and-pinion
	Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
	Brake lining wear indicator
	Capless Fuel Fill
	Exhaust, single outlet
Exterior	
	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel (STD)

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Data Version: 27475. Data Updated: Jan 11, 2026 6:45:00 PM PST.

Alan Jay Fleet

Ashlee Wilson-Dickman | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck (Complete)

Exterior	
	Tires, 255/70R17 all-season, blackwall (STD)
	Tire, spare 255/70R17 all-season, blackwall (STD) (Included with (QBN) 255/70R17 all-season, blackwall tires.)
	Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare
	Tire carrier lock, keyed cylinder lock that utilizes same key as ignition and door
	Bumpers, front, Black (semi-gloss)
	Bumpers, rear, Black (semi-gloss)
	CornerStep, rear bumper
	Cargo tie downs (12), fixed rated at 500 lbs per corner
	Headlamps, halogen reflector with halogen Daytime Running Lamps
	IntelliBeam, automatic high beam on/off
	Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel (incandescent on Regular Cab models, LED on Crew Cab and Double Cab models)
	Taillamps with incandescent tail, stop and reverse lights
	Mirrors, outside manual, Black (Standard on Crew Cab and Double Cab models only. Not available on Regular Cab models.)
	Glass, solar absorbing, tinted
	Door handles, Black
	Tailgate and bed rail protection cap, top
	Tailgate, standard
	Tailgate, locking utilizes same key as ignition and door (Removed when (QT5) EZ Lift power lock and release tailgate is ordered.)
	Tailgate, gate function manual, no EZ Lift
Entertainment	
	Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)
	Sirius XM, delete (Can be upgraded to (U2K) SiriusXM.)
	Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)
	Wireless phone projection for Apple CarPlay and Android Auto
	Bluetooth for phone, connectivity to vehicle infotainment system
	Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

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Alan Jay Fleet

Ashlee Wilson-Dickman | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck (Complete)

Interior	
	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)
	Seat trim, Vinyl
	Seat adjuster, driver 4-way manual
	Seat adjuster, passenger 4-way manual
	Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Requires Crew Cab or Double Cab model.)
	Floor covering, rubberized-vinyl (Not available with LPO floor liners.)
	Steering wheel, urethane
	Steering column, Tilt-Wheel, manual with wheel locking security feature
	Steering column lock, electrical
	Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
	Driver Information Center, 3.5" diagonal monochromatic display
	Exterior Temperature Display located in radio display
	Compass located in instrument cluster
	Window, power front, drivers express up/down
	Window, power front, passenger express down
	Windows, power rear, express down (Not available with Regular Cab models.)
	Door locks, power
	Remote Keyless Entry, with 2 transmitters
	Cruise control, electronic with set and resume speed, steering wheel-mounted
	Power outlet, front auxiliary, 12-volt
	USB Ports, 2, Charge/Data ports located on instrument panel
	Air conditioning, single-zone manual
	Air vents, rear, heating/cooling (Not available on Regular Cab models.)
	Mirror, inside rearview, manual tilt
	Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted
Safety-Mechanical	
	Automatic Emergency Braking
	Front Pedestrian Braking

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Safety-Mechanical	
	StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist
Safety-Exterior	
	Daytime Running Lamps with automatic exterior lamp control
Safety-Interior	
	Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
	OnStar services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)
	OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (Requires (UE1) OnStar. OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)
	HD Rear Vision Camera
	Lane Keep Assist with Lane Departure Warning
	Following Distance Indicator
	Forward Collision Alert
	Rear Seat Reminder (Requires Crew Cab or Double Cab model.)
	Rear Seat Belt Indicator (Requires Crew Cab or Double Cab model.)
	Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
	Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu
	Tire Pressure Monitoring System, auto learn includes Tire Fill Alert (does not apply to spare tire)

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WARRANTY

Warranty Note: <<< Preliminary 2026 Warranty >>>
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: Silverado TurboMax^{TM} engines, 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: Silverado TurboMax^{TM} engines, 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Maintenance Note: First Visit: 12 Months/12,000 Miles

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Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck (Complete)

Technical Specifications

Powertrain

Transmission

Drivetrain	Four Wheel Drive	Trans Order Code	MFC
Trans Type	8	Trans Description Cont.	Automatic
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	4.56
Second Gear Ratio (:1)	2.97	Third Gear Ratio (:1)	2.08
Fourth Gear Ratio (:1)	1.69	Fifth Gear Ratio (:1)	1.27
Sixth Gear Ratio (:1)	1.00	Reverse Ratio (:1)	3.82
Clutch Size	N/A	Trans Power Take Off	N/A
Final Drive Axle Ratio (:1)	N/A	Transfer Case Model	N/A
Transfer Case Gear Ratio (:1), High	N/A	Transfer Case Gear Ratio (:1), Low	N/A
Transfer Case Power Take Off	N/A	Seventh Gear Ratio (:1)	0.85
Eighth Gear Ratio (:1)	0.65		

Mileage

EPA Fuel Economy Est - Hwy	21 MPG	Cruising Range - City	408.00 mi
EPA Fuel Economy Est - City	17 MPG	Fuel Economy Est-Combined	19 MPG
Cruising Range - Hwy	504.00 mi	Estimated Battery Range	N/A

Engine

Engine Order Code	L3B	Engine Type	Turbocharged Gas I4
Displacement	2.7L/166	Fuel System	Direct Injection
SAE Net Horsepower @ RPM	310 @ 5600	SAE Net Torque @ RPM	430 @ 3000
Engine Oil Cooler	N/A		

Electrical

Cold Cranking Amps @ 0° F (Primary)	730	Cold Cranking Amps @ 0° F (2nd)	N/A
Cold Cranking Amps @ 0° F (3rd)	N/A	Maximum Alternator Capacity (amps)	220

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Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck (Complete)

Powertrain

Cooling System

Total Cooling System Capacity	N/A

Vehicle

Emissions

Tons/yr of CO2 Emissions @ 15K mi/year	9.3	EPA Greenhouse Gas Score	4

Chassis

Weight Information

Standard Weight - Front	0.00 lbs	Standard Weight - Rear	0.00 lbs
Base Curb Weight	N/A	Gross Axle Wt Rating - Front	3800 lbs
Gross Axle Wt Rating - Rear	3800 lbs	Curb Weight - Front	2878 lbs
Curb Weight - Rear	1939 lbs	Option Weight - Front	0.00 lbs
Option Weight - Rear	0.00 lbs	Reserve Axle Capacity - Front	922.00 lbs
Reserve Axle Capacity - Rear	1861.00 lbs	As Spec'd Curb Weight	4817.00 lbs
As Spec'd Payload	2183.00 lbs	Maximum Payload Capacity	2183.00 lbs
Gross Combined Wt Rating	14500 lbs	Gross Axle Weight Rating	7600.00 lbs
Curb Weight	4817.00 lbs	Reserve Axle Capacity	2783.00 lbs
Total Option Weight	0.00 lbs	Payload Weight Front	0 lbs
Payload Weight Rear	0 lbs	Gross Vehicle Weight Rating	7000.00 lbs

Trailering

Dead Weight Hitch - Max Trailer Wt.	5000 lbs	Dead Weight Hitch - Max Tongue Wt.	500 lbs
Wt Distributing Hitch - Max Trailer Wt.	9000 lbs	Wt Distributing Hitch - Max Tongue Wt.	900 lbs
Fifth Wheel Hitch - Max Trailer Wt.	8900 lbs	Fifth Wheel Hitch - Max Tongue Wt.	2225 lbs
Maximum Trailering Capacity	9300 lbs		

Frame

Frame Type	Box Ladder	Sect Modulus Rails Only	N/A
Frame RBM	N/A	Frame Strength	N/A
Frame Thickness	N/A		

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Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck (Complete)

Chassis

Suspension

Suspension Type - Front	Independent coil-over-shock	Suspension Type - Rear	Solid Axle
Spring Capacity - Front	N/A	Spring Capacity - Rear	N/A
Axle Type - Front	N/A	Axle Type - Rear	N/A
Axle Capacity - Front	N/A	Axle Capacity - Rear	N/A
Axle Ratio (:1) - Front	3.42	Axle Ratio (:1) - Rear	3.42
Shock Absorber Diameter - Front	N/A	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	1.30 in	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	QBN	Rear Tire Order Code	QBN
Spare Tire Order Code	QBR	Front Tire Size	255/70R17
Rear Tire Size	255/70R17	Spare Tire Size	255/70R17
Front Tire Capacity	N/A	Rear Tire Capacity	N/A
Spare Tire Capacity	N/A	Revolutions/Mile @ 45 mph - Front	N/A
Revolutions/Mile @ 45 mph - Rear	N/A	Revolutions/Mile @ 45 mph - Spare	N/A

Wheels

Front Wheel Size	17 x 8 in	Rear Wheel Size	17 x 8 in
Spare Wheel Size	17 x 8 in	Front Wheel Material	Steel
Rear Wheel Material	Steel	Spare Wheel Material	Steel

Steering

Steering Type	Electric Rack & Pinion	Steering Ratio (:1), Overall	N/A
Steering Ratio (:1), On Center	N/A	Steering Ratio (:1), At Lock	N/A
Turning Diameter - Curb to Curb	46.3 ft	Turning Diameter - Wall to Wall	N/A

Brakes

Brake Type	Pwr	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	N/A	Disc - Front (Yes or)	Yes

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Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck (Complete)

Chassis

Brakes

Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	13 x 1.18 in
Rear Brake Rotor Diam x Thickness	13.6 x 0.79 in	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	24 gal	Aux Fuel Tank Capacity, Approx	N/A
Fuel Tank Location	N/A	Aux Fuel Tank Location	N/A

Dimensions

Interior Dimensions

Passenger Capacity	6	Front Head Room	43.03 in
Front Leg Room	44.53 in	Front Shoulder Room	66.02 in
Front Hip Room	61.18 in	Second Head Room	39.88 in
Second Leg Room	35.24 in	Second Shoulder Room	64.88 in
Second Hip Room	60.24 in		

Exterior Dimensions

Wheelbase	147.4 in	Length, Overall w/o rear bumper	N/A
Length, Overall w/rear bumper	N/A	Length, Overall	231.88 in
Width, Max w/o mirrors	81.24 in	Height, Overall	75.63 in
Overhang, Front	N/A	Overhang, Rear w/o bumper	N/A
Front Bumper to Back of Cab	N/A	Cab to Axle	N/A
Cab to End of Frame	N/A	Ground to Top of Load Floor	N/A
Ground to Top of Frame	N/A	Frame Width, Rear	N/A
Ground Clearance, Front	8.08 in	Ground Clearance, Rear	8.08 in
Body Length	0.00 ft	Cab to Body	N/A

Cargo Area Dimensions

Cargo Box Length @ Floor	79.44 in	Cargo Box Width @ Top, Rear	N/A
Cargo Box Width @ Floor	71.4 in	Cargo Box Width @ Wheelhousings	50.63 in

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Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck (Complete)

Dimensions

Cargo Area Dimensions

Cargo Box (Area) Height	22.4 in	Tailgate Width	N/A
Cargo Volume	71.7 ft³	Ext'd Cab Cargo Volume	N/A

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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 of Change Order #5 for Gulf Coast Utility Contractors (GCUC) PC 24-037, the City of Panama City CDBG-DR Infrastructure Improvements known as Area O-11 for additions, modifications, and actions essential for project completion totaling $402,319.00.**

BACKGROUND INFORMATION: **This comprehensive project, known to be the most challenging of the downtown projects, involved replacing approximately 4,000 linear feet of water line, 2,200 feet of sewer pipe, and 1,500 feet of stormwater pipe to complement adjacent infrastructure improvements in the expanded PC Marina footprint.**

In utility rehab projects, the intent is to install new pipe parallel to active line. This "hot" installation keeps the old system operational until the final tie-in and usually reduces bypass costs. Project work and existing utility functionality were expected to be synched, however, the discovery of multiple unanticipated barriers necessitated both field and desktop re-engineering, reprioritization of construction sequencing and necessitated additional material, equipment, and personnel. In the case of the current section of O-11, the parallel "hot" installation model was maintained until unforeseen circumstances, including unmapped 42-inch pipe, conflicting flow, and lengths of buried concrete wall in an already crowded corridor required schedule adjustment, large volume dewatering, larger-capacity material and equipment, and related labor resources to meet demand.

Additional contributing factors include increased stormwater pollution prevention measures, added maintenance of traffic, and adjacent accessibility modifications for vehicles, citizens, and businesses.

This proposed Change Order has been reviewed thoroughly by our consulting Engineers, Mott MacDonald, the City Project Manager, Public Works Department Head, and Staff. The amount has been negotiated downward by approximately 20%. Change order #5 is a consolidation of four change orders 5, 6, 7, and 8 and has been negotiated into a single, combined Change Order.

The full amount of this Change Order will be paid with funding from this CDBG-DR grant.

DEPARTMENT HEAD RECOMMENDATION: **Public Works Director recommends approval.**

BUDGET IMPACT:
Budgeted? Yes: ☒ No: ☐ Partially: ☐
Budgeted in which Fiscal Year? CDBG-DR Grant funded
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 Affected: **411.8032.56500**
☐ Personnel $
☐ Operating $

☐ **Capital** **$ 402,319.00**
☐ **Revenue** **$**

Requested By: **Suzanne Mandel, Project Manager – Public Works**
Prepared By: **Suzanne Mandel, Project Manager - Public Works**
Reviewed By: **Angie Lightfoot, Administrative Manager, Public Works**
Approved By: CM **Clint W. Murphy, Public Works Director**
Date: **February 2, 2026**

CHANGE ORDER NO.: 5

Owner:	City of Panama City	Owner's Project No.:	PC24-037
Engineer:	Mott MacDonald	Engineer's Project No.:	502101059-002
Contractor:	GCUC, LLC.	Contractor's Project No.:	
Project:	Area O-11 Improvements		
Contract Name:	PC 24-037 – Area O-11 Improvements		
Date Issued:	01/30/2026	Effective Date of Change Order:	Panama City, City Commission Approval

The Contract is modified as follows upon execution of this Change Order:

Description:

During construction, the contractor discovered a parallel 42" line that was connected to the bay outfall and multiple structures at 4th and Beach Drive. Ultimately, the discovery required pumping and investigation, as well as removal. The other parallel had significantly degraded to the point of leaking into the excavation. This caused significant delays between when the line was put out of service and when the parallel line was discovered.

After discussions between the City of Panama City, Mott MacDonald, and GCUC, the construction cost will be adjusted to $409,677.75. See page 2 of this document for the cost breakdown.

Attachments:

Quote from Gulf Coast Utility Contractors, LLC.

Change in Contract Price	Change in Contract Times
Original Contract Price: $ 5,722,381.25	Original Contract Times: Substantial Completion: 335 days Ready for final payment: 365 days
[Increase] [~~Decrease~~] from previously approved Change Orders No. 0 to No. 4: $ 84,933.55	**[Increase] [~~Decrease~~]** from previously approved Change Orders No. 0 to No. 4: Substantial Completion: 52 days Ready for final payment: 52 days
Contract Price prior to this Change Order: $ 5,807,314.80	Contract Times prior to this Change Order: Substantial Completion: 387 days Ready for final payment: 417 days
[Increase] [~~Decrease~~] this Change Order: $ 409,677.75	**[Increase] [~~Decrease~~]** this Change Order: Substantial Completion: 172 days Ready for final payment: 172 days
Contract Price incorporating this Change Order: $ 6,216,992.55	Contract Times with all approved Change Orders: Substantial Completion: 559 days Ready for final payment: 589 days

EJCDC® C-941, Change Order.
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	Recommended by Engineer (if required)	Accepted by Contractor
By:	C. Heath Roberts	
Title:	Project Engineer	
Date:	1/30/26	

	Authorized by Owner	Approved by Funding Agency (if applicable)
By:		
Title:		
Date:		

Cost Breakdown

Item No.	Change Type	Item Description	Amount
GCUC CO 5	ADD	Work Resulting from Unknown 42" Stormdrain	$ 337,600.00
GCUC CO 7	ADD	Modify T3-51, Additional Unknown Pipe Conflicts	$ 64,719.00
GCUC CO 10	ADD	Outfall Box Modifications	$ 7,358.75
		Total CO 5	**$ 409,677.75**

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PANAMA CITY, FLORIDA
LIC. CU-C057185
GULF COAST UTILITY CONTRACTORS
GCUC
850-265-9166

CHANGE ORDER

GCUC CO 5

~~5~~

DATE: October 24th, 2025
COMPANY: City of Panama City
ATTN: Heath Roberts

PROJECT: CDBG-DR Area O-11

Refer to breakdown resulting from discussion with Engineer, Contractor, and Owner

We propose to perform the following for: ~~**$422,473.89**~~

- Water, sewer, and storm drain delays.
- Additional Days Requested: **76 Days**

This change order is valid for 30 days.

Sincerely,

Kenneth Jenkins

Kenneth Jenkins
Project Manager

Accepted By:_____Signature

_____ Print

PANAMA CITY, FLORIDA
LIC. CU-C057185
GULF COAST UTILITY CONTRACTORS
GCUC
850-265-9166

CHANGE ORDER

GCUC CO 7

~~7~~

DATE: December 4th, 2025
COMPANY: City of Panama City
ATTN: Heath Roberts

PROJECT: CDBG-DR Area O-11

Refer to breakdown resulting from discussion with Engineer, Contractor, and Owner

We propose to perform the following for: ~~**$71,910.22**~~

- See attached timeline and spreadsheet.
- Additional Days Requested: **20 Days**

This change order is valid for 30 days.

Sincerely,

Kenneth Jenkins

Kenneth Jenkins
Project Manager

Accepted By:_____Signature

_____ Print

PANAMA CITY, FLORIDA
LIC. CU-C057185
GULF COAST UTILITY CONTRACTORS
GCUC
850-265-9166

CHANGE ORDER

GCUC CO 10

~~10~~

DATE: January 29th, 2026
COMPANY: City of Panama City
ATTN: Cale Madden

PROJECT: CDBG-DR Area O-11

We propose to perform the following for: **$7,358.75**

- See attached timeline and spreadsheet.

This change order is valid for 30 days.

Sincerely,

Kenneth Jenkins

Kenneth Jenkins
Project Manager

Accepted By:_____Signature

_____ Print

42" Storm RCP

48"/44" Storm RCP

36" Storm RCP

Completed to Date

PORTIONS OF THIS PIPE CAN BE INSTALLED

THIS BOX CAN BE INSTALLED

Large Conflict box, 42" does not connect here. Only 44" connects.

Box had 42"/44" pipe inside

Pretty sure this 44" routes from the conflict box to the box on Oak Ave

Exist 36"

42" RCP ends at this box.

42" RCP

Exist. unmarked 44" RCP (Measure at 44" in this location)

? Unkown 36" RCP that heads toward Oak Ave. Could not locate connection at Oak ave Manholes

42" is in use and is open to the bay, GCUC is pumping water at this MH

This Structure (S-6A) has been set.

Small 15" Pipe connecting this MH to 44" Storm Pipe

Switches from 48" to 44" somewhere at this MH

48" has been removed up to this point

This MH still needs to be set.

4TH ST

BEACH DR

GOVERNMENT ST.

OAK AVE

STEP 1. BLOCK FLOW

STEP 4. DEPENDING ON TIMING RED PIPE CAN BE TEMPORARIED TO GREEN PIPE OR ROUTED TO NEW MH

STEP 3. DEMOLISH RED PIPE AND INSTALL NEW STRUCTURE

STEP 2. UTILIZE PURPLE PIPE TO PUT RED PIPE OUT OF SERVICE AND INSTALL NEW WORK.

INSTALL NEW WATER SYSTEM COMPONENTS, REPLACING EXISTING SYSTEM COMPONENTS AS REQUIRED.

ALT PLAN - INSTALL PERMANENT PIPING IN PURPLE AND TEMPORARY PIPE IN PURPLE USING ADS

NOTES:

1. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION AND PERFORM EXPLORATORY EXCAVATION (BY HAND IF NECESSARY) TO ENSURE THE EXISTING WATER SYSTEM REMAINS OPERATIONAL. IN AREAS WHERE THRUST RESTRAINT MAY BE COMPROMISED BY THESE OPERATIONS, THE CONTRACTOR SHALL PROVIDE TEMPORARY THRUST RESTRAINT OR ALTERNATE MEANS AS REQUIRED TO MAINTAIN POTABLE WATER SERVICE.

EXISTING STORM DRAIN PIPING, EXISTING SEWER PIPING, EXISTING WATER PIPING, ETC. THAT WILL BE IN DIRECT CONFLICT WITH NEW FACILITIES, SHALL BE REMOVED AS REQUIRED BY THIS CONSTRUCTION. ENDS OF THE REMAINING PORTIONS OF THE SEVERED PIPING, SHALL BE SEALED WATERTIGHT WITH MASONRY AND/OR NON-SHRINK GROUT. THERE WILL NO DIRECT PAYMENT FOR THIS WORK. COSTS SHALL BE INCLUDED IN RELATED ITEMS OF WORK.

CONFORMED SET FOR CONSTRUCTION
9-13-2024

REV	DATE	BY	REVISIONS

MOTT MACDONALD FLORIDA LLC
Architects AA-C0000035
Engineers EB-0000155
Surveyors LB-00006783

1022 West 23rd St, Suite 680
Panama City, FL 32405
T (850) 763-9393
F (850) 763-9396
W www.mottmac.com/americas

C. HEATH ROBERTS LICENSE NO. 93379 STATE OF FLORIDA PROFESSIONAL ENGINEER

CITY OF PANAMA CITY FLORIDA
DEPARTMENT OF PUBLIC WORKS

WARD # 1

STREET NAME: 4TH STREET

FILE: 49-56 4TH ST ORDER OF CONST.dwg

SHEET TITLE:
4TH ST. CONSTRUCTION SEQUENCE
STEP SEVEN
NEW WATER SYSTEM COMPONENTS

SHEET NO. 56

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Date: 9/13/2024 11:14:18 AM, User: Eric.Lawrence.gm, File: L:\Jax\Projects\Panama City\Public_Works\Engineering\Water_Wastewater\Active\394065\5862\49-56 4TH ST ORDER OF CONST.dwg, 9/13/2024 11:14:18 AM, DWG To PDF.pc3

GCUC PROJECT CHANGE ORDER REGISTER

Project: 24-16 Area O-11

PM: Kenneth Jenkins

Estimator/PM		Estimator/PM	Estimator/PM						
Change Order #	CO# at Approval (if diff)	Description of Change Order	Amount of CO	Date Sent	Date Approved	Date Denied	Added to Pay App	Entered into Sage	NOTES:
1	PC #1	Time Extension	$ -	02/28/25	02/28/25		N/a	N/a	
2	PC #3	Storm Pipe Revision- to purchase pipe	$ 31,087.04	03/26/25	10/17/25		yes	yes	
3	PC #2	4" & 6" Water Pipe	$ 6,496.00	04/03/25	05/02/25		yes	Yes	
4		FM Reroute (Overbill)	$ 38,575.00	10/23/25					
5		Water Forcemain & Storm delay	$ 422,473.89	10/23/25					
6		Modify Structure T3-51	$ 1,522.50	11/26/25					
7		Changes & Delays #2	$ 71,910.22	12/04/25					
8		Concrete Block Removal & Ph 1 Temp Storm Changes	$ 21,248.01	01/08/26					
9	PC #4	Qty adjustments for storm revision	$ 47,350.51	12/22/25	12/22/25		yes	to chris for sage 12/22	

PANAMA CITY, FLORIDA
LIC. CU-C057185
GULF COAST UTILITY CONTRACTORS
GCUC
850-265-9166

CHANGE ORDER

8

DATE: January 8th, 2026
COMPANY: City of Panama City
ATTN: Heath Roberts

PROJECT: CDBG-DR Area O-11

We propose to perform the following for: **$21,248.01**

- See attached spreadsheet.
- Additional Days Requested = **10 Days**

This change order is valid for 30 days.

Sincerely,

Kenneth Jenkins

Kenneth Jenkins
Project Manager

Accepted By:_____Signature

_____ Print

PANAMA CITY, FLORIDA
LIC. CU-C057185
GULF COAST UTILITY CONTRACTORS
GCUC
850-265-9166

CHANGE ORDER

7

DATE: December 4th, 2025
COMPANY: City of Panama City
ATTN: Heath Roberts

PROJECT: CDBG-DR Area O-11

We propose to perform the following for: **$71,910.22**

- See attached timeline and spreadsheet.
- Additional Days Requested: **20 Days**

This change order is valid for 30 days.

Sincerely,

Kenneth Jenkins

Kenneth Jenkins
Project Manager

Accepted By:_____Signature

_____ Print

PANAMA CITY, FLORIDA
LIC. CU-C057185
GULF COAST UTILITY CONTRACTORS
GCUC
850-265-9166

CHANGE ORDER

6

DATE: November 26th, 2025
COMPANY: City of Panama City
ATTN: Heath Roberts

PROJECT: CDBG-DR Area O-11

We propose to perform the following for: **$1,522.50**

- Modify Structure T3-51.
- Additional Days Requested = **7 Days**

This change order is valid for 30 days.

Sincerely,

Kenneth Jenkins

Kenneth Jenkins
Project Manager

Accepted By:_____Signature

_____ Print

Item No.	Item Description	Qty	Unit	Material	Labor	Equipment	Unit Price	Amount
			Additional Demolition (Not In Plans)					
1	Demo 10" FM	200	LF				$ 20.00	$ 4,000.00
2	Demo 18" FM	124	LF				$ 20.00	$ 2,480.00
3	Demo 54" Storm Pipe	8	LF				$ 50.00	$ 400.00
							Subtotal=	$ 6,880.00
			WM Cut & Cap Delays					
4	Equipment Delay - Well Point Pump - 2 EA	36	HR			$78.30		$ 2,818.80
							Subtotal=	$ 2,818.80
			10" FM Delay					
5	Equipment Delay - Well Point Pump - 2 EA	90	HR			$78.30		$ 7,047.00
							Subtotal=	$ 7,047.00
			Storm on 4th					
6	Equipment Delay - Well Point Pump - 2 EA	738	HR			$78.30		$ 57,785.40
7	Equipment Delay - 4" Bypass Pump - 3 EA	297	HR			$38.50		$ 11,434.50
8	Pipe Crew Delay - 3 EA	297	HR			$208.58		$ 61,948.26
9	Pipe Crew Work Truck - 3 EA	297	HR			$51.07		$ 15,167.79
10	Pipe Crew Excavator - 3 EA	297	HR					$ -
11	Pipe Crew Loader - 3 EA	297	HR					$ -
12	Pipe Crew Delay - 1 EA	18	HR			$208.58		$ 3,754.44
13	Pipe Crew Work Truck - 1 EA	18	HR			$51.07		$ 919.26
14	Pipe Crew Excavator - 1 EA	18	HR					$ -
15	Pipe Crew Loader - 1 EA	18	HR					$ -
16	48" Pipe Plug	1	EA				$ 6,389.00	$ 6,389.00
17	24" Pipe Plug	1	EA				$ 2,422.78	$ 2,422.78
18	Brick and Mud 48" Hole	2	EA			$1,192.00		$ 2,384.00
19	Brick and Mud 42" Hole	1	EA			$1,192.00		$ 1,192.00
							Subtotal=	$ 163,397.43
			Gravity Sewer Point Repair					
			9/23/2025					
20	Equipment Delay - Well Point Pump - 3 EA	27	HR			$78.30		$ 2,114.10
21	Equipment Delay - 4" Bypass Pump	9	HR			$38.50		$ 346.50
22	Equipment Delay - PC-88	9	HR			$78.85		$ 709.65

Item No.	Item Description	Qty	Unit	Material	Labor	Equipment	Unit Price	Amount
	Additional Demolition (Not In Plans)							
1	Demo 10" FM	200	LF				$ 20.00	$ 4,000.00
2	Demo 18" FM	124	LF				$ 20.00	$ 2,480.00
3	Demo 54" Storm Pipe	8	LF				$ 50.00	$ 400.00
							Subtotal=	$ 6,880.00
	WM Cut & Cap Delays							
4	Equipment Delay - Well Point Pump - 2 EA	36	HR			$78.30		$ 2,818.80
							Subtotal=	$ 2,818.80
	10" FM Delay							
5	Equipment Delay - Well Point Pump - 2 EA	90	HR			$78.30		$ 7,047.00
							Subtotal=	$ 7,047.00
	Storm on 4th							
6	Equipment Delay - Well Point Pump - 2 EA	738	HR			$78.30		$ 57,785.40
7	Equipment Delay - 4" Bypass Pump - 3 EA	297	HR			$38.50		$ 11,434.50
8	Pipe Crew Delay - 3 EA	297	HR			$208.58		$ 61,948.26
9	Pipe Crew Work Truck - 3 EA	297	HR			$51.07		$ 15,167.79
10	Pipe Crew Excavator - 3 EA	297	HR					$ -
11	Pipe Crew Loader - 3 EA	297	HR					$ -
12	Pipe Crew Delay - 1 EA	18	HR			$208.58		$ 3,754.44
13	Pipe Crew Work Truck - 1 EA	18	HR			$51.07		$ 919.26
14	Pipe Crew Excavator - 1 EA	18	HR					$ -
15	Pipe Crew Loader - 1 EA	18	HR					$ -
16	48" Pipe Plug	1	EA				$ 6,389.00	$ 6,389.00
17	24" Pipe Plug	1	EA				$ 2,422.78	$ 2,422.78
18	Brick and Mud 48" Hole	2	EA			$1,192.00		$ 2,384.00
19	Brick and Mud 42" Hole	1	EA			$1,192.00		$ 1,192.00
							Subtotal=	$ 163,397.43
	Gravity Sewer Point Repair							
	9/23/2025							
20	Equipment Delay - Well Point Pump - 3 EA	27	HR			$78.30		$ 2,114.10
21	Equipment Delay - 4" Bypass Pump	9	HR			$38.50		$ 346.50
22	Equipment Delay - PC-88	9	HR			$78.85		$ 709.65

Pipe crew assembly

*Excavator

*Loader

*Work truck

Is this 3 pumps for a total of 117 hrs?

Is this 3 pumps for a total of 9 hrs?

23	Pipe Crew Delay - 3 Crews	27	HR			$208.58		$ 5,631.66			
24	Pipe Crew Work Truck - 3 EA	27	HR			$51.07		$ 1,378.89			
25	Pipe Crew Excavator - 3 EA	27	HR					$ -	$457.97	$12,365.19	(2) Cat 335's and (1) K
26	Pipe Crew Loader - 3 EA	27	HR					$ -	$94.95	$2,563.65	
27	Laborer - Night time	9	HR			$40.50		$ 364.50			
							Subtotal=	$ 10,545.30			
			9/24/2025								
18	12" PVC (Point Repair)	1	EA	$591.28		$834.80		$ 1,426.08			
19	Hydraulic Cement	1	Pallet			$1,348.20		$ 1,348.20			
20	Equipment Delay - Well Point Pump - 3 EA	27	HR			$78.30		$ 2,114.10			
21	Equipment Delay - 4" Bypass Pump - 2 EA	18	HR			$38.50		$ 693.00			
22	Equipment Delay - 6" Bypass Pump	9	HR			$43.60		$ 392.40			
23	Equipment Delay - 8" Bypass Pump	9	HR			$68.96		$ 620.64			
24	Equipment Delay - 335 Excavator	9	HR			$189.56		$ 1,706.04			
25	Equipment Delay - 270 Loader	9	HR			$94.95		$ 854.55			
26	Equipment Delay - Light Plant	9	HR			$8.56		$ 77.04			
27	Pipe Crew Delay - 3 Crews	27	HR			$208.58		$ 5,631.66			
24	Pipe Crew Work Truck - 3 EA	27	HR			$51.07		$ 1,378.89			
25	Pipe Crew Excavator - 3 EA	27	HR					$ -	$457.97	$12,365.20	
26	Pipe Crew Loader - 3 EA	27	HR					$ -	$94.95	$2,563.65	
28	Laborer - Night time	9	HR			$40.50		$ 364.50			
							Subtotal=	$ 16,607.10			
			9/25/2025								
29	Equipment Delay - Well Point Pump - 2 EA	18	HR			$78.30		$ 1,409.40			
30	Pipe Crew Delay - 3 Crews	27	HR			$208.58		$ 5,631.66			
24	Pipe Crew Work Truck - 3 EA	27	HR			$51.07		$ 1,378.89			
25	Pipe Crew Excavator - 3 EA	27	HR					$ -	$457.97	$12,365.20	
26	Pipe Crew Loader - 3 EA	27	HR					$ -	$94.95	$2,563.65	
							Subtotal=	$ 8,419.95			
			Oak Ave Flooding								
			10/6/2025								
32	Pipe Crew Delay - 3 Crews	4.5	HR			$208.58		$ 938.61			
24	Pipe Crew Work Truck - 3 EA	13.5	HR			$51.07		$ 689.45			
25	Pipe Crew Excavator - 3 EA	13.5	HR					$ -	$457.97	$12,365.20	

26	Pipe Crew Loader - 3 EA	13.5	HR					$ -	$94.95	$2,563.65
							Subtotal=	$ 938.61		
			10/7/2025							
33	Pipe Crew Delay - 3 Crews	27	HR			$208.58		$ 5,631.66		
24	Pipe Crew Work Truck - 3 EA	27	HR			$51.07		$ 1,378.89		
25	Pipe Crew Excavator - 3 EA	27	HR					$ -	$457.97	$12,365.20
26	Pipe Crew Loader - 3 EA	27	HR					$ -	$94.95	$2,563.65
34	Equipment Delay - Well Point Pump - 2 EA	9	HR			$78.30		$ 704.70		
35	Equipment Delay - 4" Bypass Pump - 2 EA	9	HR			$38.50		$ 346.50		
36	Equipment Delay - 400 Excavator (Idle)	9	HR			$114.93		$ 1,034.37		
37	Equipment Delay - 490 Excavator(Idle)	9	HR			$139.00		$ 1,251.00		
							Subtotal=	$ 10,347.12		
			Rework Site Due to Flooding							
			10/8/2025							
38	Pipe Crew Delay - 2 Crews	18	HR			$208.58		$ 3,754.44		
24	Pipe Crew Work Truck - 2 EA	18	HR			$51.07		$ 919.26		
25	Pipe Crew Excavator - 2 EA	18	HR					$ -	$457.97	$8,243.46
26	Pipe Crew Loader - 2 EA	18	HR					$ -	$94.95	$1,709.10
39	Equipment Delay - Well Point Pump - 2 EA	18	HR			$78.30		$ 1,409.40		
40	Equipment Delay - 4" Bypass Pump	9	HR			$38.50		$ 346.50		
41	Equipment Delay - 400 Excavator (Idle)	9	HR			$114.93		$ 1,034.37		
42	Equipment Delay - 490 Excavator (Idle)	9	HR			$139.00		$ 1,251.00		
							Subtotal=	$ 8,714.97		
			10/9/2025							
43	Additional 12" 57 Rock	16	TN			$80.00		$ 1,280.00		
44	Pipe Crew Delay - 2 Crews	18	HR			$208.58		$ 3,754.44		
24	Pipe Crew Work Truck - 2 EA	18	HR			$51.07		$ 919.26		
25	Pipe Crew Excavator - 2 EA	18	HR					$ -	$457.97	$8,243.46
26	Pipe Crew Loader - 2 EA	18	HR					$ -	$94.95	$1,709.10
45	Equipment Delay - Well Point Pump - 2 EA	18	HR			$78.30		$ 1,409.40		
46	Equipment Delay - 400 Excavator (Idle)	9	HR			$114.93		$ 1,034.37		
47	Equipment Delay - 490 Excavator (Idle)	9	HR			$139.00		$ 1,251.00		
							Subtotal=	$ 9,648.47		
			10/10/2025-10/12/2025							

48	Pipe Crew Delay - 2 Crews	18	HR			$208.58		$	3,754.44		
24	Pipe Crew Work Truck - 2 EA	18	HR			$51.07		$	919.26		
25	Pipe Crew Excavator - 2 EA	18	HR					$	-	$457.97	$8,243.46
26	Pipe Crew Loader - 2 EA	18	HR					$	-	$94.95	$1,709.10
49	Equipment Delay - 4" Kellywell Pump	18	HR			$38.50		$	693.00		
							Subtotal=	$	5,366.70		
				10/13/2025							
50	Brick and Mud 42" Hole	2	EA			$1,192.00		$	2,384.00		
51	Pipe Crew Delay - 2 Crews	18	HR			$208.58		$	3,754.44		
24	Pipe Crew Work Truck - 2 EA	18	HR			$51.07		$	919.26		
25	Pipe Crew Excavator - 2 EA	18	HR					$	-	$457.97	$8,243.46
26	Pipe Crew Loader - 2 EA	18	HR					$	-	$94.95	$1,709.10
52	Equipment Delay - Well Point Pump - 2 EA	18	HR			$78.30		$	1,409.40		
53	Equipment Delay - 4" Bypass Pump	9	HR			$38.50		$	346.50		
54	Equipment Delay - 400 Excavator (idle)	9	HR			$114.93		$	1,034.37		
55	Equipment Delay - 490 Excavator (idle)	9	HR			$139.00		$	1,251.00		
							Subtotal=	$	11,098.97		
				Additional Equipment Delay 9/6/25-10/1/25							
56	Equipment Delay - 400 Excavator	225	HR			$114.93		$	25,859.25		
57	Equipment Delay - 490 Excavator	225	HR			$139.00		$	31,275.00		
							Subtotal=	$	57,134.25		
							10%OH&P=	$	37,839.13		
							Bond=	$	6,243.45		
								$	**363,047.25**		**$114,454.48**

Delay	**Days**
4th & Government Delay Days=	12
FM Delay Days=	34
WM Delay Days=	8
Storm Delay Days=	0.5
Concrete Slab Delay=	13
Gravity Point Repair Days=	3
Oak Flooding Days=	0.5
Rework Site Due To Flooding=	1
10/8/2025=	1
10/9/2025=	0.5

10/10/2025=	0.5
10/11/2025=	0.5
10/13/2025=	1
10/15/2025=	0.5
Total=	**76**

Map for AIR Change Order #5 for PC 24-037 Area O-11

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: **February 10, 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 January 31, 2026, the fiscal year is 33% 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 and County's TIF contributions. The Millville CRA received a grant reimbursement in October. Expenses are lower than expected in the St. Andrews CRA and the Downtown CRA because of less capital outlay costs.

The Housing & Community Services and City SHIP Funds have yet to receive allocations from CDBG or SHIP. Expenses in the Housing & Community Services Fund are higher than expected because of a contribution to a new the paving crew that will benefit low to moderate income areas of the City.

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.

Any deficit remaining at fiscal year end in the Equipment Maintenance Fund will be allocated among the user departments.

Budget Performance Report

UNAUDITED

Fiscal Year to Date

As of January 31, 2026

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	$4,905,843.04	(10,104,156.96)	33%
Other Taxes		8,580,319.00	2,026,775.96	(6,553,543.04)	24%
State Revenue Sharing		8,076,307.00	1,234,561.30	(6,841,745.70)	15%
Fire Assessment Revenue		5,189,145.00	4,101,936.54	(1,087,208.46)	79%
Franchise Fees		4,695,000.00	1,165,798.53	(3,529,201.47)	25%
Charges for Services		$1,904,036.00	$317,457.26	(1,586,578.74)	17%
Fines & Forfeitures		$210,000.00	$41,279.50	(168,720.50)	20%
Interest Earnings		500,000.00	35,545.67	(464,454.33)	7%
Rents & Royalties		$188,500.00	$16,682.86	(171,817.14)	9%
Sale of Fixed Assets		2,800,000.00	254,916.75	(2,545,083.25)	9%
Miscellaneous		$233,500.00	$304,185.81	70,685.81	130%
Interfund Transfers		4,415,677.00	1,988,507.00	(2,427,170.00)	45%
	REVENUE TOTALS	$69,795,034.00	$30,436,912.29	($39,358,121.71)	44%
EXPENSE					
Personnel Costs		$41,634,007.80	$13,072,910.03	$28,561,097.77	31%
Operating Costs		$19,971,153.00	$6,397,129.08	$13,574,023.92	32%
Capital Outlay		1,040,064.00	257,214.18	$782,849.82	25%
Intangible Assets		644,678.00	114,252.95	$530,425.05	18%
Debt Service		7,660,382.00	474,441.50	$7,185,940.50	6%
	EXPENSE TOTALS	$70,950,284.80	$20,315,947.74	$50,634,337.06	29%
	Budgetary changes in reserves	1,155,250.80			
	Fund **001 - General Fund** Totals				
	REVENUE TOTALS	70,950,284.80	30,436,912.29	(39,358,121.71)	44%
	EXPENSE TOTALS	70,950,284.80	20,315,947.74	50,634,337.06	29%
	Fund **001 - General Fund** Totals	$0.00	$10,120,964.55	$11,276,215.35	

Budget Performance Report

UNAUDITED

Fiscal Year to Date

As of January 31, 2026

Account Description	Amended Budget	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd
Fund **105 - Infrastructure Surtax Fund**				
REVENUE				
Infrastructure Surtax	$ 4,990,492.00	$ 794,907.19	$ (4,195,584.81)	16%
REVENUE TOTALS	4,990,492.00	794,907.19	(4,195,584.81)	16%
EXPENSE				
Capital Outlay	9,213,649.00	-	9,213,649.00	0%
Operating Costs	75,740.00	36,137.50	39,602.50	48%
Debt Service	2,157,239.00	-	2,157,239.00	0%
Transfers	1,139,446.00	239,158.00	900,288.00	21%
EXPENSE TOTALS	12,586,074.00	275,295.50	12,310,778.50	2%
Budgetary changes in reserves	7,595,582.00			
Fund **105 - Infrastructure Surtax Fund** Totals				
REVENUE TOTALS	12,586,074.00	794,907.19	(4,195,584.81)	16%
EXPENSE TOTALS	12,586,074.00	275,295.50	12,310,778.50	6%
Fund **105 - Infrastructure Surtax Fund** Totals	$ -	$ 519,611.69	$ 8,115,193.69	

Budget Performance Report

UNAUDITED

Fiscal Year to Date

As of January 31, 2026

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	$ 893,479.62	$ 10,256.62	101%
REVENUE TOTALS	883,223.00	893,479.62	10,256.62	101%
EXPENSE				
Personnel Costs	50,173.00	15,583.61	34,589.39	31%
Operating Costs	526,297.00	167,616.30	358,680.70	32%
Capital Outlay	2,036,882.00	290,352.00	1,746,530.00	14%
Transfers	2,143.00	-	2,143.00	0%
EXPENSE TOTALS	2,615,495.00	473,551.91	2,141,943.09	18%
Budgetary changes in reserves	1,732,272.00			
Fund **120 - St. Andrews CRA Fund** Totals				
REVENUE TOTALS	2,615,495.00	893,479.62	10,256.62	101%
EXPENSE TOTALS	2,615,495.00	473,551.91	2,141,943.09	18%
Fund **120 - St. Andrews CRA Fund** Totals	$ -	$ 419,927.71	$ 2,152,199.71	

Budget Performance Report

UNAUDITED

Fiscal Year to Date

As of January 31, 2026

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	$ 589,806.80	$ 11,324.80	102%
REVENUE TOTALS	578,482.00	589,806.80	11,324.80	102%
EXPENSE				
Personnel Costs	32,887.00	10,190.99	22,696.01	31%
Operating Costs	291,286.00	21,373.48	269,912.52	7%
Capital Outlay	399,490.00	-	399,490.00	0%
Transfers	1,397.00	-	1,397.00	0%
EXPENSE TOTALS	725,060.00	31,564.47	693,495.53	4%
Budgetary changes in reserves	146,578.00			
Fund **130 - Downtown CRA Fund** Totals				
REVENUE TOTALS	725,060.00	589,806.80	11,324.80	102%
EXPENSE TOTALS	725,060.00	31,564.47	693,495.53	4%
Fund **130 - Downtown CRA Fund** Totals	$ -	$ 558,242.33	$ 704,820.33	

Budget Performance Report

UNAUDITED

Fiscal Year to Date

As of January 31, 2026

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	$ 1,419,162.73	$ 17,942.73	101%
Miscellaneous	-	7,501.92	7,501.92	100%
REVENUE TOTALS	1,401,220.00	1,426,664.65	25,444.65	102%
EXPENSE				
Personnel Costs	79,520.00	24,656.73	54,863.27	31%
Operating Costs	641,188.00	108,932.33	532,255.67	17%
Capital Outlay	711,976.00	30,251.00	681,725.00	4%
Debt Service	50,188.00	-	50,188.00	0%
Transfers	253,354.00	250,000.00	3,354.00	99%
EXPENSE TOTALS	1,736,226.00	413,840.06	1,322,385.94	24%
Budgetary changes in reserves	335,006.00			
Fund **140 - Downtown North CRA Fund** Totals				
REVENUE TOTALS	1,736,226.00	1,426,664.65	25,444.65	102%
EXPENSE TOTALS	1,736,226.00	413,840.06	1,322,385.94	24%
Fund **140 - Downtown North CRA Fund** Totals	$ -	$ 1,012,824.59	$ 1,347,830.59	

Budget Performance Report

UNAUDITED

Fiscal Year to Date

As of January 31, 2026

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	1,070,502.71	18,085.71	102%
REVENUE TOTALS	1,052,417.00	1,282,502.71	230,085.71	122%
EXPENSE				
Personnel Costs	59,722.00	18,490.57	41,231.43	31%
Operating Costs	359,279.00	70,515.97	288,763.03	20%
Capital Outlay	717,932.00	53,547.86	664,384.14	7%
Other Non Operating Uses	200,000.00	-	200,000.00	0%
Transfers	452,422.00	450,000.00	2,422.00	99%
EXPENSE TOTALS	1,789,355.00	592,554.40	1,196,800.60	33%
Budgetary changes in reserves	736,938.00			
Fund **180 - Millville CRA Fund** Totals				
REVENUE TOTALS	1,789,355.00	1,282,502.71	230,085.71	122%
EXPENSE TOTALS	1,789,355.00	592,554.40	1,196,800.60	33%
Fund **180 - Millville CRA Fund** Totals	$ -	$ 689,948.31	$ 1,426,886.31	

Budget Performance Report

UNAUDITED

Fiscal Year to Date

As of January 31, 2026

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	$ 12,071.14	$ (273,565.86)	4%
Neighborhood Stabilization Program	32,000.00	23,020.14	(8,979.86)	72%
Interest Earnings	-	3,937.05	3,937.05	100%
Rents & Royalties	108,000.00	43,835.68	(64,164.32)	41%
Miscellaneous	-	6,249.50	6,249.50	100%
REVENUE TOTALS	425,637.00	89,113.51	(336,523.49)	21%
EXPENSE				
Personnel Costs	187,414.57	58,012.34	129,402.23	31%
Operating Costs	1,989,400.00	389,634.49	1,599,765.51	20%
EXPENSE TOTALS	2,176,814.57	447,646.83	1,729,167.74	21%
Budgetary changes in reserves	1,751,177.57			
Fund **150 - CITY SHIP FUNDS** Totals				
REVENUE TOTALS	2,176,814.57	89,113.51	(336,523.49)	21%
EXPENSE TOTALS	2,176,814.57	447,646.83	1,729,167.74	21%
Fund **150 - CITY SHIP FUNDS** Totals	$ -	$ (358,533.32)	$ 1,392,644.25	

Budget Performance Report

UNAUDITED

Fiscal Year to Date

As of January 31, 2026

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%
Miscellaneous	-	1,604.27	1,604.27	100%
REVENUE TOTALS	1,035,654.00	1,604.27	(1,034,049.73)	0%
EXPENSE				
Personnel Costs	255,615.95	73,520.76	182,095.19	29%
Operating Costs	110,451.00	14,528.47	95,922.53	13%
Capital Outlay	273,657.00	4,658.00	268,999.00	2%
Debt Service	10,038.00	-	10,038.00	0%
Transfers	623,000.00	623,000.00	-	100%
EXPENSE TOTALS	1,272,761.95	715,707.23	557,054.72	56%
Budgetary changes in reserves	237,107.95			
Fund **190 - Housing & Community Services** Totals				
REVENUE TOTALS	1,272,761.95	1,604.27	(1,034,049.73)	0%
EXPENSE TOTALS	1,272,761.95	715,707.23	557,054.72	56%
Fund **190 - Housing & Community Services** Totals	$ -	$ (714,102.96)	$ (476,995.01)	

Budget Performance Report

UNAUDITED

Fiscal Year to Date

As of January 31, 2026

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	4,247,000.00	113,000.00	97%
Debt Service Interest	9,232,288.00	2,669,164.61	6,563,123.39	29%
EXPENSE TOTALS	13,592,288.00	6,916,164.61	6,676,123.39	51%
Budgetary changes in reserves	(57,010.00)			
Fund **212 - Cap Imprv 2013B Rev Note** Totals				
REVENUE TOTALS	13,592,288.00	548,403.71	(13,100,894.29)	4%
EXPENSE TOTALS	13,592,288.00	6,916,164.61	6,676,123.39	51%
Fund **212 - Cap Imprv 2013B Rev Note** Totals	$ -	$ (6,367,760.90)	$ (6,424,770.90)	

Budget Performance Report

UNAUDITED

Fiscal Year to Date

As of January 31, 2026

Account Description	Amended Budget	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd
Fund **410 - Utilities Fund**				
REVENUE				
Charges for Services	$ 32,182,037.00	$ 9,235,908.33	$ (22,946,128.67)	29%
Impact Fees	448,750.00	386,020.12	(62,729.88)	86%
Interest Earnings	142,000.00	-	(142,000.00)	0%
Miscellaneous	9,000.00	8,140.68	(859.32)	90%
Interfund Transfers	845,864.00	-	(845,864.00)	0%
REVENUE TOTALS	33,627,651.00	9,630,069.13	(23,997,581.87)	29%
EXPENSE				
Personnel Costs	8,646,088.76	2,714,275.53	5,931,813.23	31%
Operating Costs	14,910,835.00	3,204,866.09	11,705,968.91	21%
Capital Outlay	2,722,400.00	354,266.45	2,368,133.55	13%
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	8,380,436.81	26,638,408.95	24%
Budgetary changes in reserves	1,391,194.76			
Fund **410 - Utilities Fund** Totals				
REVENUE TOTALS	35,018,845.76	9,630,069.13	(23,997,581.87)	29%
EXPENSE TOTALS	35,018,845.76	8,380,436.81	26,638,408.95	24%
Fund **410 - Utilities Fund** Totals	$ -	$ 1,249,632.32	$ 2,640,827.08	

Budget Performance Report

UNAUDITED

Fiscal Year to Date

As of January 31, 2026

Account Description	Amended Budget	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd
Fund **440 - Environmental Services Fund**				
REVENUE				
Charges for Services	$ 11,940,866.00	$ 3,344,005.09	$ (8,596,860.91)	28%
Interest Earnings	37,673.00	-	(37,673.00)	0%
Miscellaneous	-	2,199.27	2,199.27	100%
REVENUE TOTALS	11,978,539.00	3,346,204.36	(8,632,334.64)	28%
EXPENSE				
Personnel Costs	3,705,848.23	1,018,277.99	2,687,570.24	27%
Operating Costs	4,746,387.00	785,433.70	3,960,953.30	17%
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	2,109,225.00	665,507.00	1,443,718.00	32%
EXPENSE TOTALS	14,974,740.23	4,036,760.48	10,937,979.75	27%
Budgetary changes in reserves	2,996,201.23			
Fund **440 - Environmental Services Fund** Totals				
REVENUE TOTALS	14,974,740.23	3,346,204.36	(8,632,334.64)	28%
EXPENSE TOTALS	14,974,740.23	4,036,760.48	10,937,979.75	27%
Fund **440 - Environmental Services Fund** Totals	$ -	$ (690,556.12)	$ 2,305,645.11	

Budget Performance Report

UNAUDITED

Fiscal Year to Date

As of January 31, 2026

Account Description		Amended Budget	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd
Fund **450 - Marina Fund**					
REVENUE					
Charges for Services		$ 1,398,000.00	$ 220,738.50	$ (1,177,261.50)	16%
Interest Earnings		50,000.00	-	(50,000.00)	0%
Interfund Transfers		400,000.00	-	(400,000.00)	0%
	REVENUE TOTALS	1,848,000.00	220,738.50	(1,627,261.50)	12%
EXPENSE					
Personnel Costs		228,101.00	126,346.02	101,754.98	55%
Operating Costs		1,216,305.00	133,023.26	1,083,281.74	11%
Capital Outlay		30,000.00	-	30,000.00	0%
Debt Service		431,522.00	-	431,522.00	0%
	EXPENSE TOTALS	1,905,928.00	259,369.28	1,646,558.72	14%
	Budgetary changes in reserves	57,928.00			
	Fund **450 - Marina Fund** Totals				
	REVENUE TOTALS	1,905,928.00	220,738.50	(1,627,261.50)	12%
	EXPENSE TOTALS	1,905,928.00	259,369.28	1,646,558.72	14%
	Fund **450 - Marina Fund** Totals	$ -	$ (38,630.78)	$ 19,297.22	

Budget Performance Report

UNAUDITED

Fiscal Year to Date

As of January 31, 2026

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	4,909.91	(23,690.09)	17%
REVENUE TOTALS	2,139,761.00	127,326.21	(2,012,434.79)	6%
EXPENSE				
Personnel Costs	1,057,915.00	310,673.26	747,241.74	29%
Operating Costs	1,018,342.00	276,530.58	741,811.42	27%
Debt Service	78,022.00	2,312.24	75,709.76	3%
EXPENSE TOTALS	2,154,279.00	589,516.08	1,564,762.92	27%
Budgetary changes in reserves	14,518.00			
Fund **503 - Equipment Maintenance Fund** Totals				
REVENUE TOTALS	2,154,279.00	127,326.21	(2,012,434.79)	6%
EXPENSE TOTALS	2,154,279.00	589,516.08	1,564,762.92	27%
Fund **503 - Equipment Maintenance Fund** Totals	$ -	$ (462,189.87)	$ (447,671.87)	

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: **February 10, 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 January 31, 2026, the Fiscal Year-end 2025 unrestricted fund balance in the General Fund is estimated at 7.24% of annual budgeted operating expenditures (as defined by City policy) and 8.07% 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 5.53% and 6.22% 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]	$	(2,276,713)
Unassigned Fund Balance @ 9/30/2025[1]	$	4,987,215
Budgeted Expenses in Fiscal Year 2025	$	74,994,249
Unassigned Fund Balance as a percentage of total budgeted expenses at 9/30/2025[1]:		**6.65%**
Per City Policy targets:		**7.24%**
Per GFOA Recommendations:		**8.07%**
Unassigned Fund Balance @ 9/30/2025[1]	$	4,987,215
Budgeted Reserves in Fiscal Year 2026	$	(1,155,251)
Unassigned Fund Balance @ 9/30/2026[2]	**$**	**3,831,964**
Budgeted Expenses in Fiscal Year 2026	$	70,950,285
Unassigned Fund Balance as a percentage of total expenses[2]:		**5.40%**
Per City Policy targets:		**5.53%**
Per GFOA Recommendations:		**6.22%**

[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.

RESOLUTION NO. 20260210.1

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PANAMA CITY PROVIDING FOR WATER UTILITY BILL CREDITS FOR EXCESSIVE CHARGES CAUSING AN UNDUE FINANCIAL BURDEN ON ACCOUNT HOLDERS.

WHEREAS, the City of Panama City, Florida, operates a municipal water utility to provide essential services to its residents and businesses; and

WHEREAS, unexpected spikes in water utility bills can occur due to factors such as leaks, metering errors, or other anomalies, placing undue financial burden on account holders; and

WHEREAS, the City Commission finds it in the public interest to establish a mechanism for account holders to seek relief from bills that significantly exceed historical usage patterns, promoting fairness and customer trust in the utility system; and

WHEREAS, this Resolution shall apply retrospectively to bills issued from July 1, 2023, through October 28, 2025, to address potential hardships during this period;

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Panama City, Florida, as follows:

Section 1. Definitions

For the purposes of this Resolution:

a. "Excessive Bill" means a water utility bill for a billing period where the total amount charged exceeds six (6) times the account holder's Average Bill Amount.
b. "Average Bill Amount" means the average monthly bill amount for the account holder's water usage over the twelve (12) billing periods immediately preceding the billing period in question. If fewer than twelve (12) billing periods are available, the average shall be calculated based on all available prior billing periods.
c. "Eligible Period" means the period from July 1, 2023, to October 28, 2025, inclusive.
d. "Credit" means an adjustment to the account holder's current balance in an amount equal to the difference between the Excessive Bill and the Average Bill Amount, or such other amount as determined reasonable by the Utility Director based on investigation.
e. "Reopened Account" means a new water utility account established at the same service address as a previously closed account, where the account holder can demonstrate continuity of residency or ownership (e.g., via property records, lease agreements, or other documentation).

Section 2. Eligibility for Credit

An account holder with an open and active water utility account with the City, or a holder of a Reopened Account, may apply for a Credit if:

a. The bill in question was issued during the Eligible Period;
b. The bill qualifies as an Excessive Bill; and

c. The account holder submits a complete application within six (6) months of the bill's issuance date or within sixty (60) days of the effective date of this Resolution, whichever is later.

Section 3. Application and Approval Process

a. Application Submission: Applications for a Credit shall be submitted to the City's Water Utility Department on a form provided by the City, including:

i. Account number and billing period in question (for Reopened Accounts, include details of the prior closed account);
ii. Evidence of the Excessive Bill (e.g., copy of the bill);
iii. Any supporting documentation, such as proof of repairs for leaks, explanations for unusual usage, or evidence of continuity for Reopened Accounts.

b. Review and Investigation: Upon receipt, the Utility Director or their designee shall review the application within thirty (30) days. The review may include:

i. Verification of the Average Bill Amount;
ii. Inspection of the premises or meter, if necessary;
iii. Determination of whether the excess was due to account holder negligence (e.g., unrepaired leaks known to the account holder);
iv. For Reopened Accounts, confirmation of the same service address and continuity of residency or ownership.

c. Approval Criteria: The application shall be approved if the bill meets the definition of an Excessive Bill, no evidence of account holder negligence is found, and, for Reopened Accounts, eligibility is verified. Denials shall be provided in writing with reasons and an opportunity to appeal to the City Commission within thirty (30) days.

d. Issuance of Credit: Upon approval, the Credit shall be applied to the account holder's current balance within the next billing cycle.

Section 4. Limitations

a. Credits under this Resolution are limited to one (1) per account per calendar year during the Eligible Period, unless extraordinary circumstances are demonstrated. This aligns with the City's existing one-time high-bill adjustment policy (adopted October 28, 2025), which provides a lifetime one-time adjustment for bills exceeding six (6) times the prior year's average (with 50% credit on excess water and 100% on sewer), but this Resolution extends relief retrospectively and uses a three (3) times threshold for the specified period. For Reopened Accounts, the limitation applies across both the closed and reopened accounts at the same address.
b. This Resolution does not apply to bills resulting from deliberate tampering, unauthorized usage, or violations of City utility policies.
c. Accounts must remain open and in good standing at the time of application and Credit issuance; for Reopened Accounts, the new account must be open and in good standing.

Section 5. Funding

Credits issued under this Resolution shall be funded from the Water Utility Enterprise Fund or other available sources as determined by the City Commission.

Section 6. Severability

If any section, subsection, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Resolution.

Section 7. Effective Date

This Resolution shall take effect immediately upon adoption and shall apply retrospectively to bills issued during the Eligible Period.

PASSED, APPROVED AND ADOPTED by the City Commission of the City of Panama City this 10h day of February, 2026.

CITY OF PANAMA CITY, FLORIDA

By: _____
Allan Branch, Mayor

ATTEST:

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

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°

° OF COUNSEL
* ALSO ADMITTED IN GEORGIA
+ CERTIFIED CIRCUIT COURT MEDIATOR
++ L.L.M. IN TAXATION
+++ CERTIFIED FAMILY MEDIATOR
♦ BOARD CERTIFIED MARITAL & FAMILY LAW ATTORNEY
♦♦ BOARD CERTIFIED CITY, COUNTY AND LOCAL GOVERNMENT ATTORNEY

February 2, 2026

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

Re: Cost-Plus Contract for Bulkhead Repairs St. Andrews Marina

Dear Mayor and Commissioners:

Please find enclosed for your consideration excerpts of the Ground Lease between St. Andrew Marina Partners, LLC ("SAMP") and the City dated May 14, 2024 as it relates to the construction of the St. Andrews Marina Bulkhead Repair project by SAMP pursuant to a "Cost Plus" contract.

The executed Ground Lease is being provided under separate cover to the Commissioners for your background information. Section 2.2f and the Cost Plus Contract included in the Lease are attached as Exhibit A to this letter, and a summary of key provisions are below.

The parties agreed that the City would pay for the cost to repair the St. Andrews Marina Bulkhead, and that the Bulkhead would need to be repaired before the end of 2031. Since it was unknown when the Bulkhead would be repaired and what the final scope and cost would be, the parties agreed to a "Cost Plus" Contract with the condition that SAMP provides to the City's "reasonable satisfaction" the "design plans, permits, scope of work and price prior to commencing work on any phase of the Bulkhead Repair." The parties are to agree as to the timing of the Bulkhead Repair.

SAMP has advised that it believes the time to repair the Bulkhead is during the construction of the wet slips due to the ability to relocate boats during construction and as a result of the various upland improvements that are impacted by the Bulkhead repairs. SAMP believes that significant cost savings can be achieved if the Bulkhead is repaired during wet-slip construction.

Upon a determination by the City Commission that (i) the time to repair the Bulkhead is during the construction of the wet-slips, (ii) the City is reasonably satisfied with the design plans, permits, scope of work and price submitted by the Lessee and that (iii) the source of funding has been identified, then the Commission should be in a position to execute the Cost Plus Contract for all or a portion of the Bulkhead Repair.

A short summary of the Ground Lease as it relates to the Bulkhead Repair is as follows:

*The expected useful life of the Bulkhead is until 2031 and the Lessor (the City) agrees to pay for the Bulkhead repair at a time "the Parties determine is best" but no later than December 31, 2031.

> P18 Section 2.2f(ii) "Lessor's consultants have determined there are approximately seven years of useful life remaining in the Marina and significant investments can extend its useful life up to fifty (50) years beyond its current useful life of 2031. Lessor agrees to fund for Lessee's repair and replacement of said damages to be completed at a time the Parties determine is best, but no later than December 31, 2031."

*The 2024 estimated cost to repair the Bulkhead is $12.9M

> P18 Section 2.2f(ii) "The City's consultants opine that at least Twelve Million Nine Hundred Thousand Dollars ($12,900,000) ("Lessor Improvement Funds") are needed to address Bulkhead damages and disrepair related to decades of corrosion, erosion or other means ("Bulkhead Repair")."

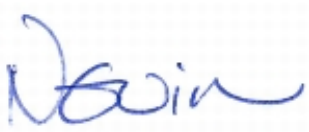
*The City (Lessor) has agreed to pay for the cost of the Bulkhead Repair

> P18 Section 2.2f(ii) "The Bulkhead Repairs are a Lessor Improvement and shall be funded and paid for by the Lessor, and the Lessor agrees to appropriate sufficient funds for Lessee to make such repairs."

*SAMP (Lessee) is to "self-perform" the Bulkhead Repair at cost plus a 20% Contractor Fee all as set forth in the form "Cost Plus Contract" attached as Exhibit G to the Lease.

> P18 Section 2.2f(iii) "Lessee agrees to self-perform the completion of the Bulkhead Repair for the Cost of Work plus a Contractor Fee of 20% of the Cost of Work as provided in the "Cost Plus Contract" (see Exhibit "G"). Lessee agrees to provide Lessor, to Lessor's reasonable satisfaction, with design plans, permits, scope of work and price prior to commencing work on any phase of the Bulkhead Repair.

Sincerely Yours,



Nevin J. Zimmerman

cc: Jonathan H. Hayes, City Manager
Jannette Smith, CPA, CMC, City Clerk-Treasurer
William Harrison, Esq.
Cooper Harrison, Esq.

EXHIBIT A

Excerpt of Ground Lease between St. Andrew Marina Partners, LLC and the City of Panama City dated May 14, 2024 concerning the Bulkhead Repair.

The excerpts below are Section 2.2f "Maintenance, Standards, and Covenants Respecting Certain Bulkheads" (starting on Page 18 of the executed Lease) and the form Cost-Plus Contract attached as Exhibit G to the Lease.

"(f) Maintenance, Standards, and Covenants Respecting Certain Bulkheads.

(i) The Parties acknowledge that almost all of the Marina, and all of the Leased Property which is part of the Marina, is man-made land created in or about 1958 by filling a portion of St. Andrew Bay between the natural shoreline on one side and a series of linear seawall or Bulkhead forming the remaining sides of a polygon.

(ii) The Bulkhead has experienced damage resulting from (1) natural disasters and (2) natural occurrences of corrosion, erosion or other means. The damages vary in severity and acuity. The Lessor has caused to be inspected the Bulkhead and determined that damages from natural disaster need repair as soon as possible within the remaining useful life of the Bulkhead. The City's consultants opine that at least Twelve Million Nine Hundred Thousand Dollars ($12,900,000) ("Lessor Improvement Funds") are needed to address Bulkhead damages and disrepair related to decades of corrosion, erosion or other means ("Bulkhead Repair"). The Bulkhead Repair will be performed in phases, with the first phase being the Bulkhead affixed to Dock 1. The Bulkhead Repairs are a Lessor Improvement and shall be funded and paid for by the Lessor, and the Lessor agrees to appropriate sufficient funds for Lessee to make such repairs. Lessor's consultants have determined there are approximately seven years of useful life remaining in the Marina and significant investments can extend its useful life up to fifty (50) years beyond its current useful life of 2031. Lessor agrees to fund for Lessee's repair and replacement of said damages to be completed at a time the Parties determine is best, but no later than December 31, 2031. If these Bulkhead Repairs exceed the Lessor Improvement Funds, Lessor shall deposit additional funds adequate to fund the Bulkhead Repairs. Following completion of the Bulkhead Repairs within the remainder of the Term, Lessor shall be reimbursed for its additional Bulkhead Repair contribution from other Capital Improvements Sinking Fund deposits.

(iii) Lessee agrees to self-perform the completion of the Bulkhead Repair for the Cost of Work plus a Contractor Fee of 20% of the Cost of Work as provided in the "Cost Plus Contract" (see Exhibit "G"). Lessee agrees to provide Lessor, to Lessor's reasonable satisfaction, with design plans, permits, scope of work and price prior to commencing work on any phase of the Bulkhead Repair.

(iv) Lessor's failure to timely deposit Lessor Improvement Funds as outlined above or Lessor's failure to have available funds when needed for the Bulkhead Repairs, shall constitute an Event of Default.

(v) Following completion of Bulkhead Repairs, Lessee shall conduct regular inspections of the Bulkhead and Parking Lot to identify soil erosion, corrosion and

damages resulting from normal wear and tear on the Bulkhead. Lessee shall be responsible for ongoing minor repair and maintenance of the Bulkhead such as filling voids, sealing cracks, stopping erosion, sealing failed joints in order to maintain the separation of the soil under the marina parking lot from the waters of St. Andrews Bay. Lessor is responsible to replace failing Bulkhead resulting from catastrophic events such as natural disasters, encroaching or receding seawater, or collision by vessels.

EXHIBIT "G"

Cost Plus Contract

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

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

and the Contractor:
(Name, legal status, address and other information)

«St. Andrew Marina Partners, LLC. »« »
« »
« »
« »

for the following Project:
(Name, location and detailed description)

« St Andrew Marina Bulkhead Repair »
« »
« »

The Architect:
(Name, legal status, address and other information)

«N/A »« »
« »
« »
« »

The Owner and Contractor agree as follows.

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

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EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 16.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others. Those portions of that certain Ground Lease dated May ___, 2024 between SAMP and the City of Panama City, Florida which are applicable to this Contract are incorporated herein by reference.

ARTICLE 3 RELATIONSHIP OF THE PARTIES

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 4
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 4.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[« »] The date of this Agreement.

[« »] A date set forth in a notice to proceed issued by the Owner.

[« X »] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

« Pursuant to the date established in that certain Ground Lease dated May ___, 2024, between SAMP and The City of Panama City. »

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 4.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 4.3 Substantial Completion

§ 4.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[« »] Not later than » («») calendar days from the date of commencement of the Work.

[« X »] By the following date: « October 1, 2029»

§ 4.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 4.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 4.3, liquidated damages, if any, shall be assessed as set forth in Section 5.1.6.

ARTICLE 5 CONTRACT SUM

§ 5.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Contractor's Fee.

§ 5.1.1 The Contractor's Fee:
(State a lump sum, percentage of Cost of the Work, or other provision for determining the Contractor's Fee.)

« 20% of the Cost of Work »

§ 5.1.2 The method of adjustment of the Contractor's Fee for changes in the Work:

« »

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

« »

§ 5.1.4 Rental rates for Contractor-owned equipment shall not exceed « twenty » percent («20» %) of the standard rental rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit ($0.00)

§ 5.1.6 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

« »

§ 5.1.7 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

«Contractor will be reimbursed for design costs. Contractor will solicit competitive bids for utilities, sheet piles, parking deck overlay and bulkhead railing.»

§ 5.2 Control Estimate

§ 5.2.1 The Contractor shall prepare and submit to the Owner, in writing, a Control Estimate of Twelve Million Nine Hundred Thousand Dollars ($12,900,000). The Control Estimate includes the estimated Cost of the Work plus the Contractor's Fee. The Control Estimate shall be used to monitor actual costs and the timely performance of the Work. The Contractor shall update the Control Estimate with each Application for Payment as needed to reflect changes in the Work.

§ 5.2.2 The Control Estimate shall include

.1 the documents enumerated in Article 16, including all Modifications thereto;

.2 a list of the assumptions made by the Contractor in the preparation of the Control Estimate, including assumptions under Section 5.2.4, to supplement the information provided by the Owner and contained in the Contract Documents;

.3 a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee;

.4 a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment, and the Owner's occupancy requirements; and

.5 contingencies for further development of design and construction, as required by Section 5.2.4.

§ 5.2.3 The Contractor shall meet with the Owner and Architect to review the Control Estimate. In the event that the Owner or Architect discovers any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Contractor, who shall make appropriate adjustments to the Control Estimate. When the Control Estimate is acceptable to the Owner, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

§ 5.2.4 To the extent that the Contract Documents are anticipated to require further development, the Contractor shall provide in the Control Estimate for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated in a revised Control Estimate by mutual agreement of the parties.

§ 5.2.5 The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.

§ 5.2.6 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Contract Documents.

ARTICLE 6
CHANGES IN THE WORK

§ 6.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Article 7 of AIA Document A201™–2017, General Conditions of the Contract for Construction. The Contractor shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work. The Contractor shall incorporate all changes in the Work and Contract Time as separate entries in the Control Estimate.

§ 6.2 Increased costs for the items set forth in Article 7 which result from changes in the Work shall become part of the Cost of the Work, and the Contractor's Fee shall be adjusted as provided in Article 5.

§ 6.3 If the Contractor receives any drawings, specifications, interpretations or instructions from the Owner or Architect which are inconsistent with the Contract Documents, or encounters unanticipated conditions, any of which will result in a significant change in the Cost of the Work or estimated date of Substantial Completion in comparison with the Control Estimate, the Contractor shall promptly notify the Owner and Architect in writing and shall not proceed with the affected Work until the Contractor receives further written instructions from the Owner and Architect.

§ 6.4 If no specific provision is made in Article 5 for adjustment of the Contractor's Fee in the case of changes in the Work, or if the extent of changes is such, in the aggregate, that application of the adjustment provisions of Article 5 will cause substantial inequity to the Owner or Contractor, the Contractor's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work.

ARTICLE 7
COSTS TO BE REIMBURSED

§ 7.1 Cost of the Work

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. The Cost of the Work shall include only the items set forth in this Article 7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Contractor shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Contractor's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:
(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

« »

§ 7.2.3 Wages or salaries of the Contractor's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Contractor, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments, and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Contractor shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Contractor, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of a comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Contractor's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Contractor, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Contractor is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Contractor is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Contractor resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Contractor had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Contractor failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Contractor's Fee.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Contractor's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Contractor, reasonably incurred by the Contractor after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Contractor's standard written personnel policy for relocation and temporary living allowances of the Contractor's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Contractor's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Contractor, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by negligence of, or failure to fulfill a specific responsibility by, the Contractor, and only to the extent that the cost of repair or correction is not recovered by the Contractor from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Contractor; (2) any entity in which any stockholder in, or management employee of, the Contractor holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Contractor; and (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Contractor.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Contractor shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 10. If the Owner fails to authorize the transaction in writing, the Contractor shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 10.

ARTICLE 8 COSTS NOT TO BE REIMBURSED

§ 8.1 The Cost of the Work shall not include the items listed below:

.1 Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 15;

.2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Contractor or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;

.3 Expenses of the Contractor's principal office and offices other than the site office;

.4 Overhead and general expenses, except as may be expressly included in Article 7;

.5 The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work;

.6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Contractor, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable; and

.7 Any cost not specifically and expressly described in Article 7.

.8 Any Work performed by a Related Party shall be considered Work performed by SAMP and shall not be subject to the payment of an additional Contractor's Fee pursuant to section 5.1.1.

ARTICLE 9 DISCOUNTS, REBATES AND REFUNDS

§ 9.1 Cash discounts obtained on payments made by the Contractor shall accrue to the Owner if (1) before making the payment, the Contractor included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials, and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be obtained.

§ 9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 10
SUBCONTRACTS AND OTHER AGREEMENTS

§ 10.1 Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or other appropriate agreements with the Contractor. The Owner may designate specific persons from whom, or entities from which, the Contractor shall obtain bids. The Contractor shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Contractor shall deliver such bids to the Architect and Owner with an indication as to which bids the Contractor intends to accept. The Owner then has the right to review the Contractor's list of proposed subcontractors and suppliers in consultation with the Architect and to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Contractor of its responsibility to perform the Work in accordance with the Contract Documents. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection.

§ 10.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of a cost-plus a fee, the Contractor shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Contractor in Article 11.

§ 10.3 The Contractor shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Contractor shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the Owner's approval of the Control Estimate, the Owner shall procure the items on terms and conditions acceptable to the Contractor. Upon the Owner's approval of the Control Estimate, the Owner shall assign all contracts for these items to the Contractor and the Contractor shall thereafter accept responsibility for them.

ARTICLE 11 ACCOUNTING RECORDS

The Contractor shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Contractor's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Contractor shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 12 PAYMENTS

§ 12.1 Progress Payments

§ 12.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 12.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 12.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the « 15th » day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than «thirty » («30 ») days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 12.1.4 With each Application for Payment, the Contractor shall submit the cost control information required in Section 5.2.5 along with payrolls, petty cash accounts, receipted invoices, or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 12.1.5 Applications for Payment shall show the Cost of the Work actually incurred by the Contractor through the end of the period covered by the Application for Payment and for which the Contractor has made or intends to make actual payment prior to the next Application for Payment.

§ 12.1.6 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 12.1.6.1 The amount of each progress payment shall first include:

- **.1** The Cost of the Work as described in Article 7;
- **.2** That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- **.3** The Contractor's Fee computed upon the Cost of the Work described in the preceding Section 12.1.6.1.1 at the rate stated in Section 5.1.1; or if the Contractor's Fee is stated as a fixed sum in Section 5.1.1, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work included in Section 12.1.6.1.1 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 12.1.6.2 The amount of each progress payment shall then be reduced by:

- **.1** The aggregate of any amounts previously paid by the Owner;
- **.2** The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- **.3** Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- **.4** For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- **.5** The shortfall, if any, indicated by the Contractor in the documentation required by Section 12.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- **.6** Retainage withheld pursuant to Section 12.1.7.

§ 12.1.7 Retainage

§ 12.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

« 5% »

§ 12.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

« »

§ 12.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 12.1.7.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

« »

§ 12.1.7.3 Except as set forth in this Section 12.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 12.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

« »

§ 12.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 12.1.9 Except with the Owner's prior written approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 12.1.10 The Owner and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 12.1.11 In taking action on the Contractor's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 12.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 12.2 Final Payment

§ 12.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- **.1** the Contractor has fully performed the Contract, except for the Contractor's responsibility to correct Work, as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- **.2** the Contractor has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- **.3** a final Certificate for Payment has been issued by the Architect in accordance with Section 12.2.2.

§ 12.2.2 Within 30 days of the Owner's receipt of the Contractor's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 12.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditor's findings to the Architect.

§ 12.2.2.2 Within seven days after receipt of the written report described in Section 12.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 12.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Contractor, or notify the Contractor and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 12.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Contractor's final accounting.

§ 12.2.2.3 If the Owner's auditors report concludes that the Cost of the Work, as substantiated by the Contractor's final accounting, is less than claimed by the Contractor, the Contractor shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Contractor within 30 days after the Contractor's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Contractor. Pending a final resolution of the disputed amount, the Owner shall pay the Contractor the amount certified in the Architect's final Certificate for Payment.

§ 12.2.3 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« »

§ 12.2.4 If, subsequent to final payment, and at the Owner's request, the Contractor incurs costs, described in Article 7 and not excluded by Article 8 to correct defective or nonconforming Work, the Owner shall reimburse the Contractor for such costs, and the Contractor's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment.

§ 12.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

« » % « »

ARTICLE 13 DISPUTE RESOLUTION

§ 13.1 Initial Decision Maker
The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 unless the parties appoint below another individual, not a party to the Agreement, to serve as Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »
« »
« »
« »

§ 13.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[« »] Arbitration pursuant to Section 15 of AIA Document A201–2017

[« X »] Litigation in a court of competent jurisdiction

[« »] Other *(Specify)*

« »

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction. The prevailing party shall be entitled to an award of its reasonable costs, expenses, expert fees, and attorney's fees. The exclusive venue for any litigation arising from or related to this Agreement shall rest in the courts of Bay County, Florida.

ARTICLE 14 TERMINATION OR SUSPENSION

§ 14.1 Termination
§ 14.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 14.1.2 Termination by the Owner for Cause
§ 14.1.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the Owner shall then only pay the Contractor an amount calculated as follows:

.1 Take the Cost of the Work incurred by the Contractor to the date of termination;
.2 Add the Contractor's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 14.1.2.2 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 14.1.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 14, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

§ 14.1.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of or method for determining the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

« The same method as provided for in Section 14.1.2.1 above. »

§ 14.2 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Article 5 and Section 6.4 of this Agreement.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 15.2 The Owner's representative:
(Name, address, email address and other information)

« Jonathan H. Hayes »
« City Manager »
« jhayes@panamacity.gov »
« »
« »
« »

§ 15.3 The Contractor's representative:
(Name, address, email address and other information)

« »
« »
« »
« »
« »
« »

§ 15.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 15.5 Insurance and Bonds

§ 15.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A103™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 15.5.2 The Contractor shall provide bonds as set forth in AIA Document A103–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 15.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or otherwise as set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« »

§ 15.7 Other provisions:

« »

ARTICLE 16
ENUMERATION OF CONTRACT DOCUMENTS

§ 16.1 This Agreement is comprised of the following documents:

.1 AIA Document A103™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A103™–2017, Exhibit A, Insurance and Bonds

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

.4

(Insert the date of the E203-2013 incorporated into this Agreement.)

« »

.5 Drawings

Number	Title	Date

.6 Specifications

Section	Title	Date	Pages

.7 Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to proposal requirements are not part of the Contract Documents unless the proposal requirements are also enumerated in this Article 16.

.8 Other Exhibits:
(Check all boxes that apply.)

[« »] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

« »

[« »] The Sustainability Plan:

Title	Date	Pages

[« X »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

« Exhibit A - That certain Ground Lease dated May ___, 2024 between SAMP and the City of Panama City, Florida.
Exhibit B – Certificate of Insurance (including Jones Act coverage).
»

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
« »« »	« »« »
(Printed name and title)	*(Printed name and title)*

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

Testing

MEMORANDUM

TO: **Jonathan H. Hayes**, City Manager

VIA: **Jared Jones**, Assistant City Manager
Brandy L. Waldron, Assistant City Manager

CC: **Janette Smith, CPA, CMC**, City Clerk-Treasurer
Kieth Meyerl, Director of PCR
Stacy Rausch, P.E., PMP, City Engineer
Matt DeVito, P.E., Deputy City Engineer

FR: **Clint W. Murphy, J.D.,** Public Works Director

RE: **Revised Estimate of Probable Cost for the Upland Reconstruction of the St. Andrews Marina**

DT: **2/2/2026**

SUMMARY:

On April 16, 2024, the City of Panama City ("the City") held a Special City Commission to consider entering into an agreement with the St. Andrews Marina Partnership (SAMP). This agreement, which is attached as background information as Exhibit A to this Memo, obligates the City to fund the repair of the St. Andrews Marina upland portion of the Marina and Obligates SAMP to fund and construct the wet slip portion of the marina. At the time of this meeting, SAMP estimated the cost of the upland refurbishment to be approximately $ 12.9 M in 2024 dollars. The vote by the Commission approved the funding for this repair to be provided by the revolving line of credit the City obtained for hurricane related damages. This agreement, referred to as a Ground Lease between SAMP and the City, was formally executed on May 14, 2024.

BACKGROUND:

The St. Andrews Marina is a unique and treasured, waterfront asset of the City which has been used for a variety of public and private purposes and is a vital catalyst to the local economy through commercial, private and recreational boating operations that bring business and tourism dollars into St. Andrews. Hurricane Michael made landfall as a category 5 hurricane in Bay County on October 10th, 2018, with sustained winds reaching over 160 mph. These winds, and associated storm surge, caused catastrophic damage to infrastructure within the City including the St. Andrews Marina taking out most of the wet slips and causing major structural damage to the bulkheads surrounding the upland infrastructure of the Marina.

Numerous public hearings and community planning initiatives regarding St. Andrews and the marina have been held and public support for the Marina remains strong and the lack of progress has created some frustration from residents of the City who want to have this Marina back in operation. During the Panama City Long Term Recovery Planning conducted after Hurricane Michael, it was documented that many citizens believed that a well opporated St. Andrews Marina will, in fact, facilitate redevelopment of greater St. Andrews and ultimately the whole City by encouraging multiple, private investments and developments by a variety of persons in the private sector.

At the direction of FEMA, the city hired consulting engineers to conduct detailed damage assessments that eventually progressed into FEMA claims submitted under the guidelines of the disaster recovery related Federal Stafford Act. The city was only partially successful in collecting these claims and received roughly $ 5 M in FEMA funding to go toward the repair of the Marina and included separate claims for both the wet slips and upland components. FEMA did not grant the full amount of the claims and cited deferred maintenance and non-storm related wear and tear as the driving factor for this decision. The Commission later decided to utilize this funding to repair other City owned facilities, utilizing Suction 428 of the Stafford Act that allows an applicant to transfer grant funds to other project(s) owned and maintained by the same Applicant. This created a challenge to the City to find a funding mechanism for the needed repairs of the St. Andrews Marina.

After the decision was made by the Commission to transfer the funding received from the St. Andrews Marina FEMA claim to other City Projects, City leadership started to explore alternative funding options for repairing The Marina. Many options were considered, but eventually the recommendation was made to consider a Public Private Partnership to bring in critically needed outside investment to assist in moving the redevelopment project forward.

On July 28, 2023, the City issued and published the Request for Proposal PC23-055 (the “RFP”) to seek interested firms to submit proposals to provide a turnkey operation for the redevelopment of the Marina that may include, but is not limited to, the design, permitting, financing, construction and management or lease of the Marina. The City accepted the submission of proposals from the date of publication until September 6, 2023. In response to the RFP, three companies responded with written proposals and were interviewed by representatives of the City. SAMP was one of the three companies that responded, and SAMP was ranked as the best proposal by the City Commission on or about November 28, 2023.

The formal Agreement with SAMP was approved by Commission with a 4-0 vote on April 16, 2024 and formally executed on May 14, 2024. Included in this motion to approve the agreement, it was stipulated that the funding source would be the revolving line of credit established after Hurricane Michael for disaster related recovery efforts.

CURRENT STATUS:

SAMP, through their construction arm R.J. Gorman Construction, began construction on the first 50 wet slips in 2025. The current schedule has SAMP taking over Marina operations on April 1, 2026, with the first 50 slips available on or about this same date. Their plan is to begin the repair

to the upland portion of the Marina as soon as the Cost-Plus Contract is executed and materials are ordered and delivered on site. This Cost-Plus contract, in draft form, was attached as Exhibit G to the executed Land Lease Agreement. This contract is currently being updates to reference the revised estimate of probable cost and will be brought before the Commission soon for approval. Figure 1 below outlines the proposed phasing of the upland reconstruction work.

SAMP Has proposed a four phased approach in the upland construction with a goal of always maintaining access to the Marina Store and wet slips. The phasing is outlined below in Figure 1 and anticipates a 20-month construction schedule. This schedule is based on an assumed start date of February and will need to be adjusted based on when an actual notice to proceed is given.

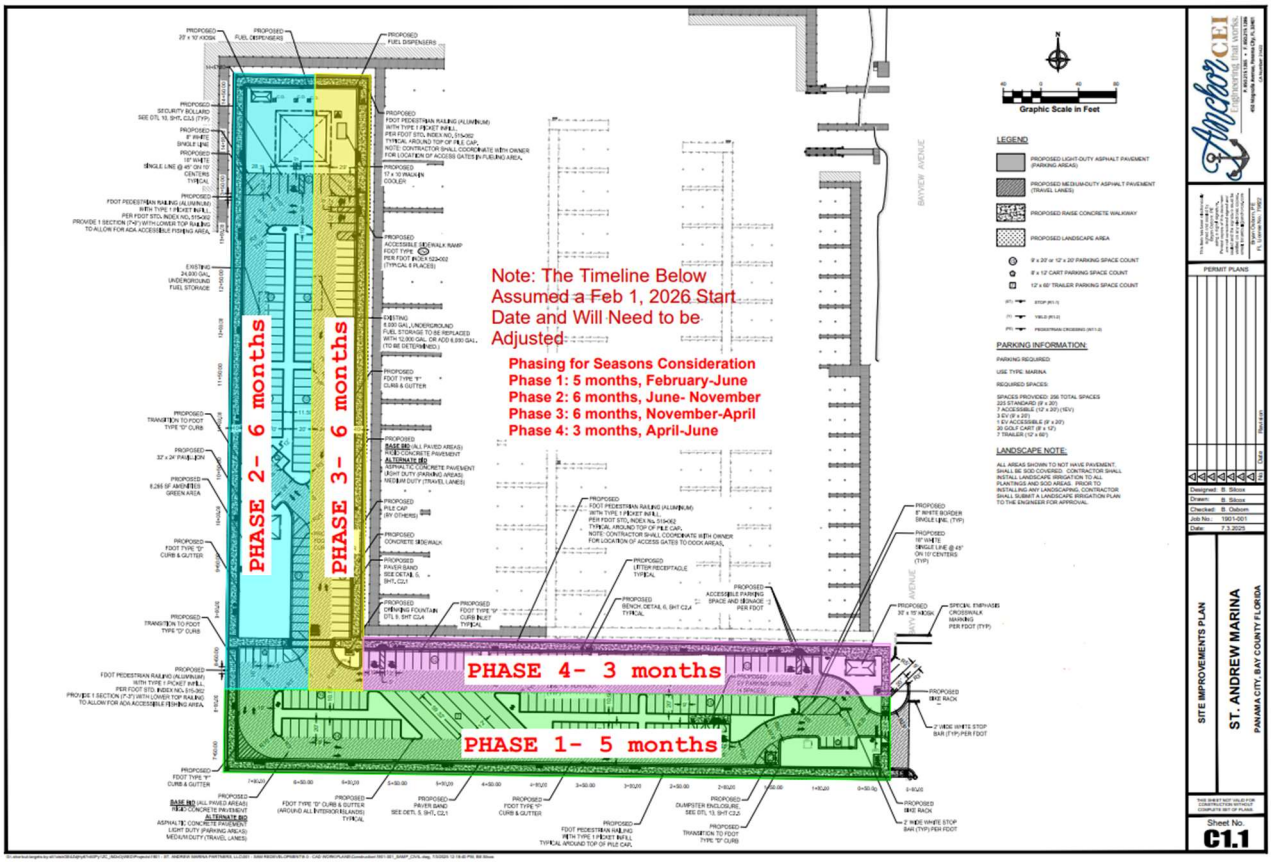

Figure 1: Phasing Plan and Schedule – SA Marina Upland Construction

The phasing outlined above in Figure 2, shows the construction starting at the point of the marina closest to Harbour Village Condos and will work its way clockwise around the perimeter finishing in 20 months back close to Bayview Drive across from Alice's. The goal is to never stop the sheet pile installation as they work their way clockwise around the perimeter. There is no planned weekend work. So, the pile driving work will be M – F, starting no earlier than 7am.

Additional Scope of Work:

In addition to the Bulkhead repair, new water, sewer and electrical lines will be installed, new sidewalks, landscaping and a smaller pavilion is planned along with a dumpster enclosure. The concrete parking surface will be demolished\removed and clean fill will be brought in and compacted before replacing the parking surface with new concrete. New lighting will replace the

existing, drinking fountains, benches and bike racks will be installed. Lastly, the new parking lot will be striped, with new tire stops provided.

Revised Cost Estimate:

In anticipation of beginning the upland reconstruction work SAMP was asked to revise the cost estimate they completed in 2024.

The pricing that was submitted back in 2024 was a preliminary estimate of probable cost for this work as detailed drawings were not available at that time. This dictates a unit cost method of estimating and normally results in a high rate of variability and lower rate of accuracy. As compared to these 2024 numbers, we now have full plans available and have sought competitive pricing for a minimum of three vendors for each major component of the project. These current numbers are based on more refined design documents and are supported by competitive quotes from contractors for various components of the required repair work.

Figure 2 below shows the comparison Between the 2024 pricing and 2026 updated pricing.

St. Andrews Marina Upland Reconstruction Pricing

			2024 Replacement-Budget	2026 Proposed Contractor Costs
Description	**Unit**	**QTY**	**Price**	**Price**
Steel Sheet Pile Wall	LF	2,644	$ 7,932,000.00	$ 9,880,185.60
Concrete Deck	SF	145,334	$ 1,802,141.60	$ 1,069,125.00
F Curb	LF	2,644	$ 105,760.00	$ 158,356.23
Selective Demolition	LS	1	$ 400,000.00	$ 951,301.98
Sidewalks- 8'x2,644'	SF	21,152	$ 253,824.00	$ 411,923.25
Utilities	LS	1	$ 1,600,000.00	$ 1,142,672.00
Drainage/Scupper	EA	27	$ 54,000.00	$ 202,613.08
Curb Stops	EA	150	$ 45,000.00	$ 27,687.25
Striping	LS	1	$ 70,000.00	$ 10,002.41
Railing	LF	2,644	$ 264,400.00	$ 335,011.95
Clean Fill	CY	5,400	$ 135,000.00	$ 105,350.79
Misc	LS	1	$ 300,000.00	$ -
Total			**$ 12,962,125.60**	**$ 14,294,229.54**
Mobilization	LS	1		$ 200,000.00
MOT	LS	1		$ 32,059.03
Floating Turbidity Barrier	LF	1,000		$ 19,590.00
Irrigation	LS	1		$ 89,380.58
Eroision Control	LS	1		$ 19,310.68
Dumpster Enclosure	LS	1		$ 19,235.41
Not Included in Original Budget				**$ 379,575.70**
Pavilion Budget	SF	768		$ 375,000.00
Misc (trash cans, security bollards, drinking fountain, benches, bike rack)	LS	1		$ 171,800.00
Optional Items				**$ 546,800.00**
Grand Total			**$ 12,962,125.60**	**$ 15,220,605.24**

Figure 2: Revised Estimate of Cost – SA Marina Upland Construction 2026

Competitive pricing has been obtained for the following components of the scope of work…

- Steel (Sheet Piles, Walers, Tie Rods)
- Electrical
- Water Utilities
- Sewer Utilities
- Parking Deck Construction
- Railing
- IN PROGRESS - Pavilion and Various Misc Amenities (Trash Cans, bollards, drinking fountains, bike racks and benches)

The anticipated cost for construction has increased to $15.2 M. This increase in anticipated cost can be attributed to the following three main factors:

1) Quantity and Construction Methods

   The further development of design documents and refinement of the scope of work materially changed quantities and construction methods as compared to the remove preliminary assumptions that fed into the unit cost analysis. A good example of this is looking at the selective demolition cost. During the 2024 estimate it was assumed that a concrete overlay could be successfully applied over the existing concrete decking. Upon more detailed review, this was not determined to be a feasible solution, and the old decking must be removed and replaced with all new surface.

2) Market increase in Cost

   Market costs have escalated for labor, concrete, steel and aluminum.

3) Increase in Scope of Work

   Items not originally contemplated in the 2024 conceptual estimate are now being provided in the final design documents. These items are shown in the lower partition of Table 1 and include the replacement of a waterside pavilion that has been identified as an important amenity by citizens providing input into the Marina redevelopment.

Exhibit B to this Memo represents a detailed outline of the primary drivers for this increase in anticipated cost and was provided by SAMP at the request of the City.

Reimbursement Option for the Increase in Cost

The provisions of the land lease agreement approved on April 16th, 2024, provide for the funding of a capital improvement sinking fund generated by incremental deposits from profits received after SAMP begins operating the Marina. This fund in essence serves as a reserve savings account to pay for future maintenance items needed for proper upkeep on the Marina facility. However, in addition to upkeep, the details of the agreement also allow for the reimbursement of any additional repair cost above and beyond the original 12.9 million committed to under the terms of the agreement. If the Commission is concerned about obligating the city to provide additional long-term debt service, estimated at roughly $ 2.3 M in Figure 2 above, there is the option to reimburse ourselves through incremental payments through the future capital improvement sinking fund deposits as provided for in the Land Lease Agreement.

CONCLUSION:

The St. Andrews Marina is a meaningful waterfront asset and is highly valued by the residents of Panama City. The existence of this Marina has been missed by many City residents since it was destroyed by the high winds and storm surge of Hurricane Michael. This memo was written to provide an update on the progress being made to repair the St. Andrews Marina with a goal of getting it operational as quickly as possible. The Land Lease approved by this Commission and formally executed on May 14, 2024, distributed the responsibility between SAMP and the City regarding the repair work needed for this project. With more detailed design documents, and the opportunity to get competitive pricing from local vendors and contractors on key components of the project, SAMP has been able to provide a more accurate estimate of probable cost. While to estimated cost has increased as detailed in Figure 2 of this Memo, there is a mechanism built into the existing Land Lease agreement that allows for the City to be reimbursed from the Maintenance Savings Fund that will begin to populate once the marina achieves a level of profitability as called for in the Agreement. One option is to extend the revolving line of credit to include this extra cost and slowly seek reimbursement as the Marina becomes profitable and the Maintenance account begins to draw funds.

****** END OF DOCUMENT ******

GROUND LEASE

Between

ST. ANDREW MARINA PARTNERS, LLC.
A Florida limited liability company

and

The CITY OF PANAMA CITY,
a Florida municipal corporation

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GROUND LEASE

THIS GROUND LEASE ("Lease" or "Agreement") is made as of the 14th day of May, 2024 (“Effective Date”) by and between the CITY OF PANAMA CITY, a Florida municipal corporation ("City", “LESSOR”, “Governing Body”) and ST. ANDREW MARINA PARTNERS, LLC, a Florida limited liability company (“SAMP” or “LESSEE”) (collectively, “Parties”).

RECITALS:

A. The City owns real property and leases sovereign land on which the City constructed improvements generally depicted in Exhibit “A”. ("St Andrews Marina" or “Marina”);

B. The Marina is a unique and treasured, waterfront asset of the City, used for a variety of public and private purposes in the past but which, with the aging and demolition of old or dysfunctional structures, has become underutilized;

C. Concurrent with underutilization of the St. Andrews Marina, macro-economic and social changes created the need to redevelop and revitalize historic area of the City ("St. Andrews");

D. The existing Marina was severely damaged and substantially demolished by Hurricane Michael in October, 2018, and as a result of which Lessor, in its sole discretion, reserves the right to file a claim for reimbursement, for any amount permitted under applicable federal laws and regulations (the “FEMA Claim”), with the Federal Emergency Management Agency (“FEMA”), and under the FEMA Claim and according to applicable federal law Lessor is and shall remain the “legally responsible party” because, at the time of the damage, Lessor owned the Existing Marina and no third party was contractually obligated to restore the premises.

E. As a result of the sudden unexpected turn of events caused by the severe damage to the St. Andrews Marina by Hurricane Michael, SAMP, pursuant to the terms of this Agreement, is required to repair and replace the St. Andrews Marina to prevent further interruption of an essential governmental service such as the operation of a public marina;

F. After Hurricane Michael the entire community has an unprecedented opportunity to restore Panama City and improve its economic health, and the City is obligated to look to its assets and abilities to encourage healthy private development and economic growth;

G. After Hurricane Michael, other businesses and structures in St. Andrews have been restored or, where beyond restoration, are being removed clearing the way for new development;

H. Hurricane Michael has become an overwhelming catalyst for expediting the need to redevelop St. Andrews, including the Marina and made redevelopment easier by literally concentrating the will and support of the public, and removing a variety of obstacles;

I. Numerous public hearings and community planning initiatives regarding St. Andrews and the St. Andrews Marina have been held and public support for the marina is strong;

J. The City has determined that a marina will facilitate area redevelopment by encouraging private investments and developments from the private sector;

K. The City determined rebuilding the Marina by a proven and accomplished developer and operator will serve a predominate public purpose by stimulating continued private investment in St. Andrews and increasing the opportunities for the public to visit, dine, be entertained, and shop in St. Andrews;

L. On July 28, 2023, the City issued and published the Request for Proposal PC23-055 (the "RFP") to seek interested firms to submit proposals to provide a turnkey operation for the redevelopment of the Marina that may include, but is not limited to, the design, permitting, financing, construction and management or lease of the Marina. The City accepted the submission of proposals from the date of publication until September 6, 2023.

M. In response to the RFP, three companies responded with written proposals and were interviewed by representatives of the City;

N. SAMP was one of the three companies that responded, and SAMP was ranked as the best proposal by the City Commission on or about November 28, 2023, for the lease and redevelopment of the Marina owned by City as hereafter described;

O. On December 12, 2023, the City held a public meeting to consider the St Andrews Marina Public Private Partnership Interim Agreement (Interim Agreement). The Commission unanimously approved the Interim Agreement, and the City and SAMP executed a non-binding Interim Agreement publicly announcing their intention to pursue discussions about SAMP leasing the Marina to develop and operate the Marina and authorize SAMP to assist the City in pursuing a Permit Exemption for 50 wet slips from the Florida Department of Environmental Protection (such Exemption was received on January 24, 2024);

P. SAMP has the assets needed to develop and start-up the St. Andrews Marina with a long-term investment horizon;

Q. One of the reasons the City solicited proposals from developers was to test the boundaries and margins of private developers' appetites to invest in the St. Andrews Marina for profit;

R. The City has learned that a developer willing to invest in a project that is small enough to preserve the public's use and enjoyment of the Marina and that contains the uses desired by the City must be willing and able to make a patient and long-term investment and return of such investment;

S. In the Panama City and northwest Florida market, SAMP is not an ordinary or conventional

investor;

T. SAMP is willing to construct Lessee Improvements and exclusively operate the Leased Property without financial incentives from the City and share revenues with the City based upon the Marina's success in line with industry standards as more particularly stated in this Lease;

U. On March 19, 2024, March 26, 2024 and April 16, 2024 the City held a series of advertised special public meetings to address questions and concerns regarding the terms to be included in the Ground Lease as well as to have an opportunity to receive input from the public.

V. The Bulkhead for the Marina must be repaired as generally provided herein (the "Bulkhead Repairs") in that such Bulkhead Repairs are required as a corrective action to restore the Marina, an existing essential public facility, to a safe and functional condition, and the City finds that the costs for the Bulkhead Repairs are properly a cost to be paid by the Lessor and are considered Lessor Improvements;

W. The Bulkhead Repairs will be performed simultaneously while the Lessee is constructing Lessee Improvements and operating the Marina making it impractical and more expensive to have a third entity other than Lessee to perform the Bulkhead Repairs;

X. Bulkheads, after being repaired, must then be maintained by the Lessee as provided herein (i) as a preventive or corrective action to maintain the Marina, an existing public facility, in an operational state and (ii) to preserve the Marina facility from failure or decline;

Y. The Lessor does hereby find that pursuant to Florida law, the Lessor does hereby hire and retain Lessee to (i) permit, design and construct the Bulkhead Repairs for the price provided herein, (ii) permit, design and construct Phase 1, Phase 2 and Phase 3 and related improvements (the "Lessee Improvements"); and (iii) maintain and operate the Marina throughout the term of the Agreement pursuant to its terms;

Z. The Lessor shall pay for the costs of the Lessor Improvements and the Lessee shall pay for the costs of the Lessee improvements, all as provided herein;

AA. Lessee anticipates making an investment in infrastructure and improvements on the Marina of as much as $15,000,000 which include, but are limited to, the design, permitting and construction of Phase 1, Phase 2 and Phase 3 but subject to the development entitlements for the Lessee Improvements granted by the Approvals (as such terms are defined below), but in event no less than $9,000,000, subject to the terms of this Lease.

BB. Lessee represents that at least twenty-five percent (25%) of the Lessee investment in Lessee Improvements will be through equity or cash contributions by the Lessee ("Lessee Equity") and the remainder of the funds needed to fund the Lessee Improvements will be through a loan obtained by the Lessee and for which Lessee is solely liable to pay back.

NOW, THEREFORE, in consideration of the mutual covenants and benefits of this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the City leases to SAMP and SAMP leases from the City the Leased Property upon the following terms, covenants, conditions, limitations, and agreements, which are:

ARTICLE I

RECITALS, EXHIBITS and DEFINITIONS

Section 1.1 Recitals and Exhibits. The foregoing recitals are correct and sufficiently complete to not be misleading. Attached hereto and forming a part of this Lease are the following Exhibits:

Exhibit "A" Lease Boundary and Legal Description of Leased Property
Exhibit "B" Approved Plans
Exhibit "C" Acceptable Tenant
Exhibit "D" Phase 1 – 50 Slips
Exhibit "E" Phase 2 – 28 Slips
Exhibit "F" Phase 3 – Increase to 165 Slips
Exhibit "G" Cost Plus Contract

Section 1.2 Defined Terms. As used in this Lease the term:

Affiliate means, regarding any Person or any other Person directly or indirectly controlling, controlled by or under common control with such Person. For purposes of this definition, the terms "controlling," "controlled by" or "under common control with" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person or entity, whether through the ownership of voting securities, by contract or otherwise, or the power to elect at least fifty percent (50%) of the directors, managers, general partners, or persons exercising similar authority with respect to such Person.

Bulkhead means the structure or vertical partition designed primarily to retain or prevent slumping of the upland soil mass and which provides a level of protection against erosion by wave or current action. The bulkhead includes sheetpiles; concrete caps; upland protection systems; concrete or other interfaces with natural forces, vessels, docks and pedestrian accessways; and subsurface tie-back systems with related structures and equipment.

Business Day means each day that the City Hall of the City is open to the public for business.

Capital Improvements Sinking Fund means a long-term savings restricted account established to ensure capital sufficient to construct the significant repairs, renovations and upgrades to St. Andrews Marina (1) Bulkhead; (2) Parking Lot; (3) Lessee Improvements; (4) and costs associated

with costs and fees associated with the design, engineering, consultants, permitting, and construction of future expansion phases.

Certificate of Occupancy means a certificate of occupancy or certificate of completion for the Lessee Improvements issued by or on behalf of the governmental police authority responsible for enforcing building and safety codes, as applicable, for the buildings and structures on the Leased Property and shall include any such certificate designated as "Temporary" in nature, provided it allows for occupancy of the Leased Property.

Change of Ownership or Control means a voluntary or involuntary change of fifty-one (51%) or more ownership in SAMP as it exists on the date of the Lease. A change of ownership means a change in the stockholders of the business or ownership shares or percentages, any transfer of the business's stock from one stockholder to another, or any transfer of stock in a corporation owning such business, even when the name of the entity remains the same.

City means the City of Panama City, Florida, including its agents, as lessor and landlord hereunder, whether acting in its proprietary capacity through the City Commission or its designee, and not in its sovereign capacity as a municipality exercising its police powers or administering laws and ordinances that are applicable to the Leased Property unless the latter capacity, which will never be implied, is expressly stated.

City Manager means Jonathan H. Hayes or his successor as City Manager of the City.

Completion Date means that date on which the City issues the Certificate of Final Completion pursuant to Section 3.9 in its proprietary capacity as owner of the Leased Property and not through the exercise of its governmental police power.

Cost of Lessee Improvements means the reasonable cost to construct or purchase the Lessee Improvements. The Lessee shall provide the Lessor, following reasonable request from the Lessor, with copies of the construction contracts or purchase orders/invoices for all Lessee Improvements along with such information as the Lessor reasonable determines is adequate to establish the reasonableness of the costs for such Lessee Improvements.

Deed in Lieu of Foreclosure shall mean an instrument effecting a Transfer of all, but not less than all, of a Person's interest in the leasehold created by this Lease in whole or partial satisfaction of a money obligation secured by a Leasehold Mortgage.

Default Rate means an interest rate equal to five percent (5%) per annum above the highest annual prime rate (or base rate) published from time to time in The Wall Street Journal under the heading "Money Rates" or any successor heading as being the rate in effect for corporate loans at large U.S. money center commercial banks (whether or not such rate has actually been charged by any such bank) or if such rate is no longer published, then the highest annual rate charged from time to time at a large U.S. money center commercial bank, selected by the City, on short-term, unsecured loans to its most creditworthy large corporate borrowers.

Estoppel Certificate means the certification by a party to an agreement that the counter-party or parties are not then in default or breach of any material covenant in the agreement, and that the party giving the certification is not aware of any fact or circumstance that with the passage of time or giving of notice would constitute such a breach or default.

Financial Statement means a Financial Statement certified by the independent Certified Public Accountant to have been prepared in accordance with GAAP and GAAS.

GAAP means generally accepted accounting principles, as promulgated by the Financial Accounting Standards Board, consistently applied or a system generally recognized in the United States as having replaced GAAP.

GAAS means generally accepted auditing standards, as developed by the American Institute of Certified Public Accountants, consistently applied, or a system generally recognized in the United States as having replaced GAAS.

Governmental Approvals means all approvals that are required by any Governmental Authority for the construction of the Lessee Improvements in accordance with all applicable Governmental Requirements. Notwithstanding anything to the contrary in the Lease, SAMP retains its rights to challenge or appeal any denial of Governmental Approvals.

Governmental Authority means any federal, state, county, municipal or other governmental department, entity, authority, commission, board, bureau, court, agency, or any instrumentality of any of them, with jurisdiction over the Leased Property or the Lessee Improvements, including the City in its sovereign capacity.

Governmental Requirements means any law, enactment, statute, code, ordinance, rule, regulation, judgment, decree, writ, injunction, franchise, permit, certificate, license, or other similar requirement of any Governmental Authority, now existing or hereafter enacted, adopted, promulgated, entered, or issued, affecting the Leased Property or the construction and operation of the Lessee Improvements. Notwithstanding anything to the contrary in the Lease, SAMP retains its right to challenge Governmental Requirements, including without limitation, based on a constitutional objection that a Governmental Requirement violates SAMP's constitutional rights regarding contracts.

Gross Revenue means the total of all revenue, proceeds, rent, income and receipts received by Lessee from any person of every kind derived directly or indirectly from the operation of the Marina which shall include the entire amount of the sales price, whether for cash or credit or otherwise, of all sales of slip licenses or rentals, dockage fees, together with all ancillary revenue thereto, merchandise, food, drinks and services (including receipts whatsoever of all business conducted in or from the Marina), including mail, online, electronic, to-go or telephone orders received or filled at the Marina, deposits not refunded to purchasers, orders taken although such orders may be filled elsewhere, sales to employees, sales through vending machines or other devices, and sales by any Lessee, sublessee, concessionaire or licensee or otherwise in said Premises except as otherwise expressly provided in this Lease. Each sale upon installment or credit

shall be treated as a sale for the full price in the month during which such sale was made, irrespective of the time when Lessee receives payment from its customer. No deduction shall be allowed for uncollected or uncollectible credit accounts.

Excluded Revenue from Gross Revenue. Gross Revenue shall also not include, however, any sums collected and paid out for any sales or excise tax imposed by any duly constituted governmental authority, nor shall it include the exchange of merchandise between the stores of Lessee, if any, where such exchanges are made solely for the convenient operation of the business of Lessee and not for the purpose of consummating a sale which has theretofore been made in or from the Marina and/or not for the purpose of depriving Lessor of the benefit of a sale which otherwise would be made in or from the Marina, nor the amount of returns to shoppers or manufacturers, nor the amount of any cash or credit refund made upon any sale where the merchandise sold, or some part thereof, is thereafter returned by purchaser and accepted by Lessee, nor sales of Lessee's trade fixtures after use by Lessee in the Marina (collectively "Excluded Revenue"). Additionally, the following shall be considered Excluded Revenue:

(a) Gratuities received by employees;
(b) The portion of rent payable by a Sublessee attributable to tenant improvements given to such Sublessee under its Sublease amortized over the initial term of such Sublease at a reasonable interest rate ("Sub-Tenant Allowances"), provided such Sub-Tenant Allowances shall only be excluded from Gross Revenue of subleases to Affiliates of Lessee to the extent the rent of such Sublease to an Affiliate of Lessee is at fair market value;
(c) Federal, state or municipal excise, sales, use, gross receipts, occupancy or similar taxes collected directly from sub-tenants, patrons, guests or otherwise, provided such taxes are separately stated;
(d) Insurance proceeds (other than business interruption, or loss of income insurance);
(e) Advance rentals until such time that they are earned;
(f) Casualty Insurance loss proceeds which are applied toward restoration of improvements or which are paid over to a mortgagee or otherwise are not retained by Lessee (except for any proceeds of rent interruption insurance); and
(g) Taxes, including but not limited to gross receipts tax for marina and upland improvements, utilities, insurance and expenses, including common area expenses and maintenance charges paid to the Lessee in the form of rent or otherwise by a sublessee that Lessee passes through to the applicable vendors.
(h) Cost of fuel sold at Marina.

Gross Receipts Tax means the tax imposed upon applicable sales receipts as outlined in Article II, Section 7.25ff, Code of Ordinances of the City of Panama City, and the Lessee agrees to pay and to require its boat slip renters to pay an amount equal to the Gross Receipts Tax on all boat slip rentals and charges to customers of renters.

Improvements means collectively Lessee Improvements and Lessor Improvements.

Lease means this Ground Lease, as the same may be modified or amended from time to time.

Leased Property (also known as "Marina") means the parcel of real property described in Exhibit

"A" as may be modified prior to commencement of construction as provided in Section 2.1(d).

Lender means an Institutional Investor that is the owner and holder of a Leasehold Mortgage. But, the City shall have no duty or obligation to determine independently the relative priorities of any Leasehold Mortgages. Rather, it shall be entitled to rely absolutely upon a title report current as of the time of any determination of the priorities of such Leasehold Mortgage and prepared by a generally recognized title insurance company doing business in Bay County, Florida, or upon a certificate of SAMP, signed and verified by an authorized person of SAMP.

Lessee Construction Costs means within ninety (90) days after receipt of a Certificate of Final Completion, SAMP shall furnish the City a compilation of the Lessee Improvements and a certification of the out-of-pocket cost incurred to design, permit, and construct the Lessee Improvements, excluding internal employee and overhead costs of SAMP.

Lessee Improvements means, collectively, the buildings, wet slips and docks, structures, fixtures, and other real and personal property improvements to be constructed by Lessee at Lessee's expense during the Lease Term on the Marina, which shall include, without limitation, demolition of any existing improvements and structures, and construction of buildings, wet slips and docks, structures, and improvements consistent with use and operation of the Marina for the Permitted Use, as defined below and to the extent the Marina (as now or hereafter exists) includes the necessary lands to construct, operate and maintain such commercial marina docking facility marina pursuant to Fee Waived Sovereign Submerged Land Lease between the State Board of Trustees of the Internal Improvement Trust Fund (Lease/Easement No. 030022651), which marina has been previously permitted by Lessor under FDEP Permit No. 03-12851-1E, 03-0303458-001-EI, related amendments and as the same may be modified by Lessee from time to time subsequent to the Commencement Date to be consistent with the Lessee Improvements, subject to Lessor's prior approval (such approval not to be unreasonably withheld, conditioned or delayed), all as and to the extent permitted and approved by all Applicable Authorities and Lessor's review and approval of the plans for the Lessee Improvements plans and specifications as set forth herein, such Lessor approval not to be unreasonably withheld, conditioned or delayed. Lessee will coordinate commencement and completion of the Lessee Improvements with Lessor, and its agents, employees and contractors, to minimize disruption to traffic flow, pedestrian travel, noise pollution and other nuisances to the surrounding neighborhood and community. Parties acknowledge and agree that health and safety are primary concerns in planning and constructing the Lessee Improvements. Lessee Improvements shall be of a permanent structural change or the restoration of some aspect of the Leased Property as described in Phase 1, Phase 2 and Phase 3 that will either enhance the property's overall value, prolong its useful life, or adapt it to new uses or such other permanent structural change or restoration that the Lessors approves as an additional SAMP Improvement.

Marina (also known as "Leased Property") means the existing St. Andrews Marina, the Sovereignty Submerged Land Lease area, the existing boat ramp, together with the remaining damaged or destroyed existing improvements, structures, and fixtures thereon, and the proposed Lessee Improvements to be constructed by Lessee (as more particularly defined below), at Lessee's expense, but expressly excludes the Bayview Avenue Boardwalk as defined herein. The

Marina will include (i) various buildings and structures in their current "AS-IS, WHERE-IS" condition on the existing St. Andrews Marina, including an existing waterfront support facility building containing the marina office, ship's store and other structures on the existing St. Andrews Marina, and surface parking on the Parking Lot, all which will be redeveloped by Lessee in accordance with the Permitted Uses and the Approved Plans (as hereinafter defined), as finally approved by the Parties, and (ii) all of the Sovereignty Submerged Land Lease Area (and as may be amended), as replacement and additional wet slips, docks, and other improvements may be developed and expanded thereon by Lessee for the Permitted Use. The Prior to construction, Lessee will provide to Lessor detailed plans for the City's review and approval. ("Approved Plans"). The Approved Plans are for illustrative purposes. The Lessee has obtained on behalf of the Lessor a Permit Exemption Verification that permits the construction of 50 wet slips, also known as Phase 1. Additionally, Lessor obtained a Permit Exemption Verification for the repair and replacement of 28 wet slips (also known as Phase 2) that are remaining remnants of the previous 105-slip marina. Pending litigation in federal district court unrelated to the St. Andrews Marina potentially substantially lengthens the regulatory permitting process due to over 1,000 pending regulatory permit applications which likely will take precedence over the City's permit application to expand the marina beyond its currently permitted 78 wet slips. The Parties seek to efficiently proceed with construction of the 78 permitted slips and prepare and submit regulatory permit applications to obtain necessary permits for up to 165 wet slips (also known as Phase 3). Additionally, the Parties seek to repair the exterior Marina bulkhead outside of the Marina basin. (also known as Phase 4). The Parties plan to pursue design, permitting and construction of the St. Andrews Marina expansion beyond the footprint of the initial 1957 marina construction. The Lessor may ask in the future that the Lessee prepare a general plan to obtain the further expansion of the marina, and the Parties agree to negotiate in good faith an amendment or amendments to this Lease that provides for such expansion. The uncertainty of the regulatory permitting process is the catalyst for the Parties to enable additional revenue streams to establish the Marina as a financially self-sustaining ongoing interest for the benefit of local residents and visitors. The Parties acknowledge there is no legal obligation of Lessee to construct upland improvements depicted on the Approved Plans but such may be desirable or necessary for financial success of the Marina. The legal description shall be subject to adjustment (a) if the Marina is expanded by Lease amendment and/or (b) by reasonable agreement of the Parties to reflect the footprints of the buildings and improvements to be located on the Marina, and the location of the bulkheads, seawalls, site infrastructure, buildings and improvements in the configuration approximately depicted on the Approved Plans, or in such location as the Parties may otherwise reasonably agree or as may be required as part of any of the approvals.

Marina Ship Store means structures for commercial uses customarily found in commercial marinas.

Marina Standards means written standards adopted by the City following collaboration and consent of the Lessee.

Occupancy: means Lessor giving use and occupancy of the St. Andrews Marina to Lessee upon completion of Possession Conditions.

Opening Date means the date on which the Marina first opens for business to the general public following completion of a designated phase of improvements.

Parking Lot means approximately 12 acres described as Parcel ID#: 29572-000-000.

Permitted Transfer and Permitted Transferee have the meanings ascribed in Sections 5.2 and 5.3.

Permitted Use: means the following permitted uses and operations on the Property and within the Lessee Improvements: at least an approximately 165 slip marina with fixed docks, bulkhead repair; marina, hospitality, retail, and potential restaurant uses integral to the marina; amenities including potentially a boat club, potentially day boat and watersports rentals, potential captain's lounge, in-slip pump out service, fuel facilities, secured access, 24-hour security monitoring, and other amenities, and upland buildings (including retail, office and other uses and accompanying amenities), all as located and described in the Approved Plans and as the same may be modified by the approval of the City Commission and the terms of the approvals, any such approval and terms are within the sole discretion of the City Commission.

Person means any corporation, unincorporated association or business, limited liability company, business trust, real estate investment trust, common law trust, or other trust, general partnership, limited partnership, limited liability limited partnership, limited liability partnership, joint venture, or two or more persons having a joint or common economic interest, nominee, or other entity, or any individual (or estate of such individual).

Possession Date shall be no later than issuance of Certificate of Occupancy of Phase 1.

Rent means all payments required pursuant to Section 2.4 (other than in Section 2.4(a) thereof) and any other payments characterized as rent hereunder.

Rental Year means a year consisting of twelve (12) consecutive calendar months. The first Rental Year during the term of this Lease shall commence on the Possession Date and end on September 30th of the then current calendar year. The second and following Rental Years shall commence on the 1st day of October each calendar year and end September 30th the next year.

Section, Subsection, Paragraph, Subparagraph, Clause, or Subclause followed by a number or letter means the section, subsection, paragraph, subparagraph, clause or subclause of this Lease so designated.

Single Purpose Entity means an entity or organization that does not and cannot by virtue of its organizational documents;

(a) engage in any business other than owning, developing, leasing and operating the Leased Property, and
(b) acquire or own material assets other than this Lease and the Leased Property and incidental personal property; and
(c) that do not hold itself out to the public as anything but a legal entity or organization separate

from any other person or entity or organization; and

(d) conducts business solely in its name or under a fictitious name.

Sublease means any lease, sublease, license, assignment of lease rights, concessionaire agreement, independent contractor agreement, or other agreement by which SAMP demises, leases, or licenses or makes available the use or occupancy by another person or entity, of any portion of the Leased Property, whether defined or at large, for any use or purpose.

Subtenant means any person, firm, corporation or other legal entity using or occupying, or intending to use or occupy, space under a Sublease.

Total Marina means one-hundred sixty-five (165) operational slips with fuel dock and fueling facilities.

Transfer means a sale, assignment or conveyance, or any other transaction or circumstance or series of transactions or circumstances, regardless of the nature of consideration, or if by operation of law, of:

(a) this Lease or the Leased Property or any part of either;

(b) any interest in this Lease or the Leased Property, or any part of either; or

(c) any series of (a) or (b) or both that have the cumulative effect of either.

Vacancy Rate means a percentage of one-hundred fifty-nine (159) permitted slips without a sublease or license less than 365 days long.

ARTICLE II
GENERAL TERMS OF AGREEMENT

Section 2.1 SAMP Agreement on Marina. Subject to the conditions set forth in this Lease, including without limitation, the occurrence of the Possession Date and the City's and SAMP's performance of their duties and obligations required by this Lease:

(a) Demise. Prior to the Possession Date, SAMP shall be licensed to enter the Leased Property to exercise the rights and fulfill the obligations undertaken in Article III to prepare for construction of the Lessee Improvements. As of the Possession Date, the City demises and leases to SAMP, and SAMP takes and hires from the City, the Leased Property for a term of thirty (30) years commencing on the Possession Date (the "Term") with extensions as provided herein. Provided the Completion Date of the Total Marina (see Section 3.9) is within ten (10) years of the Lease and within two (2) years after receipt of all entitlements and permits to construct the Total Marina, the Term shall automatically reset to begin the initial term of thirty (30) years to account for the consumption of time initially necessary for Lessee to complete design, permit and construct one-hundred fifty-nine (159) wet slips. Lessee will use their best efforts to pursue design, permit and construct six (6) lay-along slips north of the boat ramp. If the City determines it’s in their best interest to provide financing for Lessee’s Improvements of approximately eight million dollars ($8,000,000.), it is unnecessary for the Term to reset upon completion of the 159 wet slips. Within thirty (30) days after the Possession Date, the Parties, upon request of either party, shall execute

one or more written memoranda in such form as will enable them to be recorded among the Public Records of Bay County setting forth the beginning and termination dates of the Term, determined according to this Lease.

(b) Conditions Precedent to Possession After Phase 1 Completion and Continuation to Next Phase. Notwithstanding anything to the contrary in this Lease, the City shall not be obligated to deliver initial possession of the Leased Property upon SAMP's construction completion of Phase 1 and SAMP's rights as tenant hereunder shall not become effective until each of the events described in this Subsection 2.1(b) shall have occurred. Upon satisfaction of these conditions, the City shall deliver possession of the Leased Property to SAMP (evidenced by delivery of a Certificate of Occupancy), SAMP shall take possession thereof and the lease provisions of this Lease shall become effective. Until that time, this Lease shall be construed to be in the nature of a development agreement, and not a lease. The conditions precedent to delivery of possession following construction completion of Phase 1 and authorization to proceed with successive phases (collectively, the "Possession Conditions") are as follows:

(i) There exists no uncured SAMP Event of Default or circumstance which with the passage of time or giving of notice would constitute a SAMP Event of Default;

(ii) The City, through the review and approval of the City Manager or his designee, in its capacity as landlord under this Lease shall have found that the detailed construction plans and drawings conform to the Approved Plans in all material respects;

(iii) SAMP shall have obtained all Governmental Approvals for Phase 1;

(iv) SAMP shall have entered into a general contract for construction of the Lessee Improvements for Phase 1, Phase 2, Phase 3 and Phase 4, individually or collectively, with a general contractor reasonably acceptable to the City and at a commercially reasonable price, and such contract shall be provided to the City;

(v) SAMP shall have obtained and delivered to the City a performance and payment bond for Phase 1, Phase 2, Phase 3 and Phase 4, individually or collectively, of the Work, with all premiums paid and with good and sufficient surety, in form and content reasonably acceptable to the City, in accordance with Florida ("State") law. Such bond and insurance shall be written in favor of SAMP with a dual oblige rider in favor of the City;

(vi) The City shall have received written evidence from SAMP that the contract or contracts for construction and purchase of the Lessee Improvements to be constructed or purchased for Phase 1, Phase 2, Phase 3 and Phase 4, individually or collectively, are commercially reasonable and confirming that good and sufficient funds are readily available for the complete construction and purchase of such Lessee Improvements in an aggregate amount of not less than their cost, including a contingency of not less than ten percent;

(vii) SAMP shall have presented evidence that all required insurance coverages are in place;

(viii) The City in good faith shall seek comparable employment beyond Possession Date of its current Marina employees provided such comparable employment is available within the City, and will complete arrangements for such reassigned comparable employment;

(ix) SAMP and the City shall have agreed upon ingress and egress locations to and from 10th Street and the Leased Property and to and from Bayview Avenue and the Leased Property.

(c) The Parties will use their best efforts to complete Prepossession Conditions prior to May 1, 2025. No later than May 1, 2025 or upon completion of Phase 1, the City will deliver possession of the Leased Property to SAMP according to subparagraph (b) and is so designated by the City to SAMP in writing, is referred to herein as the "Possession Date." If SAMP determines for any reason prior to the Possession Date that the Leased Property is not suitable for its intended purposes, SAMP shall provide written notice to the City that it is exercising its rights under this Section 2.l(c) to terminate the development agreement and any right or obligation to enter into this Lease (the "Termination Notice"). If SAMP provides the Termination Notice prior to the Possession Date, neither party shall have any obligation to the other under the development agreement or this Lease. Prior to the Possession Date, risk of loss is on the City.

(d) If SAMP determines, based on its inspection, investigation, testing, and assessments of the Leased Property prior to commencement of construction, that a minor and economically immaterial adjustment to the location of, or an expansion of the perimeter of, the Leased Property is commercially reasonable and necessary or desirable to ensure the Leased Property is able to meet Governmental Requirements and the standards and requirements of this Lease, the City agrees to amend this Lease to modify the legal description of the Leased Property accordingly.

Section 2.2 Restrictive and Affirmative Covenants; Construction and Use of Related Facilities.

(a) Permitted and Obligated Use. Subject to the need to make repairs and perform maintenance as below described and any extension of time due to Force Majeure event, SAMP shall diligently and continuously operate the Leased Property throughout the Term as a destination for the accommodation and enjoyment of visitors and residents alike consistent with the terms and conditions of this Lease. At all times, the Marina shall meet the Marina Standards. This covenant shall not preclude SAMP from closing minor portions of parts of the Leased Property for routine repairs and maintenance consistent with the prudent operation of similar facilities, but SAMP shall not be entitled to close and renovate all or a substantial portion of the Marina without the City's written consent exercised in its proprietary and not governmental capacity and which may be commercially reasonably conditioned but shall not be commercially unreasonably withheld or delayed.

(b) Allowable Uses. The Parties acknowledge the use of the Leased Property for a marina as set forth in the Lease is consistent with the City's Land Development Code and Comprehensive Growth Development Plan.

(c) Use Restrictions. The Leased Property shall not be used by SAMP, nor shall SAMP permit any Acceptable Tenant, Subtenants or licensees the use thereof for any use inconsistent with the Lease; nor shall SAMP permit any unlawful or illegal business, use or purpose, or for any business, use or purpose which is immoral or disreputable (including without limitation, "adult entertainment establishments" or "adult" bookstores or other sexually oriented business) or extra-hazardous, or in such manner as to constitute a nuisance of any kind (public or private), or for any purpose or in any way in violation of the Certificates of

Occupancy (or other similar approvals of any Governmental Authority) or any Governmental Requirements. SAMP shall have no right to convert the use of the Leased Property or any portion thereof to any time sharing, time interval or cooperative form of ownership, or to subject the same to any condominium regime. These use restrictions do not impose on SAMP enforcement responsibility on those appearing to violate these restrictions. Such responsibility shall be on the Lessor.

(d) No Discrimination. SAMP shall comply with the Florida Civil Rights Act Florida Statutes Section 760.01 as well as any Federal or other Governmental Requirements prohibiting discrimination by reason of race, color, religion, sex, pregnancy, national origin, age, handicap or marital status in the sale, lease, use or occupancy of the Leased Property or any portion thereof.

(e) Enforceability. The covenants contained in this Section 2.2 shall be binding upon the Parties, including any Subtenant, Acceptable Tenant and licensee of the Lessee, as the case may be, and shall be for the benefit and in favor of and enforceable by the Parties and their successors and assigns as the case may be. It is further understood that such covenants shall not be enforceable by any other third party.

(f) Maintenance, Standards, and Covenants Respecting Certain Bulkheads.

(i) The Parties acknowledge that almost all of the Marina, and all of the Leased Property which is part of the Marina, is man-made land created in or about 1958 by filling a portion of St. Andrew Bay between the natural shoreline on one side and a series of linear seawall or Bulkhead forming the remaining sides of a polygon.

(ii) The Bulkhead has experienced damage resulting from (1) natural disasters and (2) natural occurrences of corrosion, erosion or other means. The damages vary in severity and acuity. The Lessor has caused to be inspected the Bulkhead and determined that damages from natural disaster need repair as soon as possible within the remaining useful life of the Bulkhead. The City's consultants opine that at least Twelve Million Nine Hundred Thousand Dollars ($12,900 ,000) ("Lessor Improvement Funds") are needed to address Bulkhead damages and disrepair related to decades of corrosion, erosion or other means ("Bulkhead Repair"). The Bulkhead Repair will be performed in phases, with the first phase being the Bulkhead affixed to Dock 1. The Bulkhead Repairs are a Lessor Improvement and shall be funded and paid for by the Lessor, and the Lessor agrees to appropriate sufficient funds for Lessee to make such repairs. Lessor's consultants have determined there are approximately seven years of useful life remaining in the Marina and significant investments can extend its useful life up to fifty (50) years beyond its current useful life of 2031. Lessor agrees to fund for Lessee's repair and replacement of said damages to be completed at a time the Parties determine is best, but no later than December 31, 2031. If these Bulkhead Repairs exceed the Lessor Improvement Funds, Lessor shall deposit additional funds adequate to fund the Bulkhead Repairs. Following completion of the Bulkhead Repairs within the remainder of the Term, Lessor shall be reimbursed for its additional Bulkhead Repair contribution from other Capital Improvements Sinking Fund deposits.

(iii) Lessee agrees to self-perform the completion of the Bulkhead Repair for the Cost of Work plus a Contractor Fee of 20% of the Cost of Work as provided in the "Cost Plus Contract" (see Exhibit "G"). Lessee agrees to provide Lessor, to Lessor's

reasonable satisfaction, with design plans, permits, scope of work and price prior to commencing work on any phase of the Bulkhead Repair.

(iv) Lessor's failure to timely deposit Lessor Improvement Funds as outlined above or Lessor's failure to have available funds when needed for the Bulkhead Repairs, shall constitute an Event of Default.

(v) Following completion of Bulkhead Repairs, Lessee shall conduct regular inspections of the Bulkhead and Parking Lot to identify soil erosion, corrosion and damages resulting from normal wear and tear on the Bulkhead. Lessee shall be responsible for ongoing minor repair and maintenance of the Bulkhead such as filling voids, sealing cracks, stopping erosion, sealing failed joints in order to maintain the separation of the soil under the marina parking lot from the waters of St. Andrews Bay. Lessor is responsible to replace failing Bulkhead resulting from catastrophic events such as natural disasters, encroaching or receding seawater, or collision by vessels.

(g) Government Enforcement in St. Andrews. The City recognizes that SAMP's successful operation of the Leased Property depends, in part, on the social and economic redevelopment and revitalization of St. Andrews, and the enforcement of codes, laws, rules and regulations among property owners, residents and the general public in the St. Andrews area. Therefore, the City acknowledges and agrees that it will use all lawful and reasonable efforts to maintain and enforce codes, laws, rules and regulations to support and promote the social and economic redevelopment and revitalization of St. Andrews, including the aesthetics of property located within St. Andrews and the safety of residents and visitors, subject, in all cases, to City's right and obligation to establish and change budgetary priorities for the general health, safety and welfare of its citizens.

(h) Construction and Use of Additional Marina Parking. In recognition the Marina may be visited by those who may not be visiting the Leased Property and in an attempt to avoid having to restrict the Parking Lot to ensure adequate parking for guests and invitees to the Leased Property, the City has improved St. Andrews parking lots and rights-of-ways adjacent to the Marina, which spaces shall be open to the public and to SAMP's guests, subject to such reasonable rules as the City may promulgate to ensure the safety and convenience of persons visiting the Marina.

(i) Public Access. SAMP is committed to public access to Marina facilities and public access to waters of St. Andrews Bay. Furthermore, SAMP will collaborate and facilitate with Panama City, the Panama City Community Redevelopment Agency, Historic St Andrews Waterfront Partnership and Destination Panama City to support our community with events, event parking and other promotional value. Lessee will provide unlimited access for pedestrians, non-motorized and motorized vehicles and bicyclists on the Parking Lot except in spaces designated for marina tenants, subject to such reasonable rules as the City may promulgate to ensure the safety and convenience of persons visiting the Marina.

(j) Governor's Stone Vessel. The Lessee will reserve at the Marina's prevailing market rate, a boat slip to be designated by the Lessor adjacent to or close to the boat ramp for the Governor Stone, a two masted, fore and aft gaff-rigged, centerboard, shallow draft schooner. The Governor Stone is presently being rebuilt, and upon total completion the Friends of Governor Stone or other entity must pay applicable slip rentals to maintain the boat slip in the Marina.

Section 2.3 "As Is," "Where Is," and Present Condition of the Leased Property; Water and Sewer Capacity.

(a) Subject to Section 2.2(i) and as provided in Section 8.5(a), SAMP acknowledges and agrees that it has been given the opportunity to perform all inspections and investigations concerning the Leased Property to its satisfaction and SAMP conditionally accepts the Leased Property and the surface and subsurface of the Leased Property "As Is," "Where Is," and "In Its Present Condition, including Environmental Conditions" of the surface and subsurface of the Leased Property and subsurface, sub-adjacent, and adjacent support for the Lessee Improvements based on the City's commitment to fund Bulkhead Repairs as outlined in Section 2.2. In the event the City does not completely fund the Bulkhead Repairs, Lessee does not accept the Leased Property and the surface and subsurface of the Leased Property "As Is, Where Is" and the City shall be solely responsible for duties, liabilities, responsibilities associated with ownership and known and unknown conditions of the Marina.

(b) Except as expressly provided in this Lease, the City is not making and has not made any representations, covenants, or warranties, express or implied, as to the Leased Property (including without limitation, but not limited to, survey, physical condition of the surfaces, subsurface, infrastructure, bulkheads, subsurface and sub-adjacent support, suitability or fitness for any particular purpose, value, financial prospects or condition or the presence or absence of Hazardous Substances, or any other Environmental Condition of the surface and subsurface of the Leased Property or any adjacent property or waters).

(c) Notwithstanding anything to the contrary in this Lease, the City represents and warrants in its capacity as Lessor and not as a governmental entity or in the exercise of its police powers, that there is sufficient water and sewer capacity available for the Leased Property for its intended uses as shown on the Approved Plans, and there shall be such capacity at all times during the Lease.

Section 2.4 Rent and Other Payments. SAMP covenants and agrees to pay the City, from and after the date hereof and during the Term the following, as applicable:

(a) Rent Payable. In the event, Lessee self-funds Lessee Improvements, estimated at Twelve Million Dollars ($12,000,000.), Lessee will pay the Lessor monthly the Participation Rent commencing on the sooner of (i) October 1, 2031 or (ii) upon the initial achievement, regardless of the date, of the following: (1) Lessee's Gross Revenues exceed gross expenses including debt service on Lessee Debt, provided Lessee Debt does not exceed the Cost of Lessee Improvements minus Lessee Equity; (2) Lessor obtains regulatory permits and Sovereignty Submerged Land Lease revisions which enable Lessee's Marina expansion to at least 165 wet slips; (3) Lessee achieves with its best efforts market rate wet slip rentals with less than twenty (20) percent Vacancy Rate of the completed wet slips; (4) Lessee exceeds its debt service coverage ratio of one-hundred twenty percent (120%) not including the two initial capitalized interest years; and (5) Lessee has collected Gross Revenues cumulatively exceeding Ten Million Dollars ($10,000,000.) ("Rent Participation Day"). For purposes of calculating the Ten Million Dollars ($10,000,000) in the prior sentence gasoline and fuel sales will not be reduced by the cost to purchase such by SAMP. SAMP currently projects achieving Gross Revenues which exceed expenses and debt service costs by the fourth quarter of 2028. The obligation of SAMP to pay all rent

payments to the City begins on the date of the initial achievement of items (1) through (5) above and shall continue from the date of the initial achievement forward, without regard to any subsequent changes in items (1) through (5) above.

In the event Lessor determines it's in the public's best interest to fund the Lessee Debt, estimated at Eight Million Dollars ($8,000,000), Lessee will pay the Lessor (A) debt service pursuant to the Parties' mutually agreeable loan documents and (B) the Participation Rent upon the initial achievement, regardless of the date, of the following: (1) Lessee's Gross Revenues exceed gross expenses, exclusive of any debt service payments to Lessor; (2) Lessor obtains regulatory permits and Sovereignty Submerged Land Lease revisions which enable Lessee's Marina expansion to at least 165 wet slips; (3) Lessee achieves with its best efforts market rate wet slip rentals with less than twenty (20) percent Vacancy Rate of the completed wet slips (Rent Participation Day"). The obligation of SAMP to pay all rent payments to the City begins on the date of the initial achievement of items (1) through (3) above and shall continue from the date of the initial achievement forward, without regard to any subsequent changes in items (1) through (3) above.

(b) Participation Rent. Beginning on Rent Participation Day, SAMP covenants and agrees to pay the City monthly as Rent an amount to be computed and paid as follows ("Participation Rent"). Participation Rent shall be computed based upon Gross Revenue. Participation Rent shall be paid and settled and based upon Gross Revenue. Participation Rent shall be preliminarily computed and paid monthly and finally computed and settled annually.

(i) Commencing with the first calendar month next after the month in which the Opening Date occurs, and for each consecutive month thereafter (each a "Generation Month"), SAMP shall record Gross Revenue obtained during that Generation Month.

(ii) On or before the fifth (5^{th}) Business Day of the calendar month next following each Generation Month (each a "Reporting Month") SAMP shall deliver to the City its internal computation of preliminary Participation Rent due for the preceding Generation Month in accordance with the formulae incorporated in this Sub-Section. SAMP shall cause its record keepers to promptly cooperate with the City to answer and resolve any questions the City may have regarding the computation of preliminary Participation Rent, but SAMP shall not be obligated to make public the amount, calculation or supporting documentation for the amount or calculation of Gross Revenue.

(iii) On or before the fifth (5^{th}) Business Day of the calendar month next following each Reporting Month (each a "Payment Month"), SAMP shall pay the City in immediately available funds preliminary Participation Rent in the amount reported in the Reporting Month or such other amount as may be adjusted by agreement of the Parties.

(iv) Participation Rent. SAMP shall pay the City as Participation Rent the amount determined by multiplying Gross Revenue for that same Generation Month by the appropriate percentage shown in the table below in relation to the total Gross Revenue for the applicable Rental Year.

Gross Revenue for the Applicable Rental Year	Percentage of Gross Revenue to be paid as Participation Rent for the Generation Month
$0 - $650,000	0%
$651,000 - $1,200,000	2%
$1,200,000 - $2,000,000	4%
Greater than $2,000,001	6%

(v) In sum, Participation Rent shall be initially determined and paid monthly in arrears in a rolling, three consecutive months cycle consisting of the Generation Month, the Reporting Month, and the Payment Month in that order.

(vi) Annual Averaging and True-Up. No later than November 15 of each year during the Term, Participation Rent for the immediately preceding Rental Year (October-September) shall be recomputed using the same formulae respecting Revenues but based upon the aggregate data obtained during Rental Year ("Final Participation Rent"). All receipts shall be deemed generated when accrued regardless of when paid or collected. Any underpayment shall be paid by SAMP or any overpayment refunded by the City within sixty (60) days after the related re-computation deadline first above stated. The purpose of this true-up is to broaden the base of the data upon which Participation Rent is based to minimize short term volatility.

(vii) The obligation to report and pay Initial and Final Participation Rent shall survive the termination of this Lease by lapse of time or otherwise.

(c) Payment of Rent and Other Payments. All Rent, Additional Rent, Participation Rent and any other payments hereunder required to be made to the City by SAMP shall be paid to the City at the Office of the City Clerk, 501 Harrison Avenue, Panama City, Florida 32401, or at such other place as the City may designate from time to time in a notice given pursuant to the provisions of Section 13.5, without right of abatement or set off which SAMP expressly waives. Any late payment shall automatically accrue interest at the Default Rate from the date that payment was due until paid.

(i) Records and Reporting. For the purpose of permitting verification for or by the City of any amounts due to it, including without limitation the amount of Participation Rent, SAMP shall keep and preserve for at least five (5) years in Bay County, Florida, at the address specified in Section 13.5 or at such other place as SAMP may designated from time to time in a notice given pursuant to the provision of Section 13.5, auditable original or duplicate books and records for the Leased Property. All such records shall be maintained in every material respect according to GAAP.

(ii) Annually within 180 days after the end of the Rental Year, SAMP at its expense shall provide the City with a writing from a Florida licensed Certified Public Accountant ("CPA") certifying that it performed such procedures as are needed to certify, and does certify, that Rent for the Rental Year has been fully and timely paid or, if not, then certifying the amount of any payments or refunds due. If SAMP shall cause or permit the CPA to timely and fully complete the foregoing examining and certifying functions, in the interests of time and the saving of expense, the City shall accept each such CPA certification on its face unless the City shall

demonstrate that it has good cause to question it. The calendar year ends December 31 each year.

(iii) If the City has good cause to question the CPA certification, it shall have the right to require SAMP to engage the CPA to audit or conduct an agreed upon procedures examination (acceptable to the City) of such books and records within a commercially reasonable time and report or certify (at the City's election) that Rent, and any other monies due the City under this Lease as specified in the engagement, have been fully and timely paid or, if not, the amount or any payments or refunds due. The City shall pay to SAMP, within thirty (30) days after the audit or examination is complete the out-of-pocket cost of that audit or examination if it demonstrates a discrepancy of three percent (3%) or less, in the amount of Participation Rent due to the City. If SAMP shall fail to timely engage the CPA, or fail to permit the CPA to access all needed or convenient financial books and records, or fail to deliver the foregoing certifications to the City within a commercially reasonable time, the City shall have the right on commercially reasonable notice and during normal business hours to inspect the financial books and records maintained by SAMP and either conduct an audit itself or employ an independent certified public accountant to examine or audit such books and records as may be necessary to certify the amount of Rents due with respect to any period of time and to obtain the information upon which Rents are due. SAMP shall pay the City the cost of the audit regardless of the outcome.

(iv) The cost of any audit by the City for which SAMP is required to pay pursuant to this Section shall be the cost charged to the City by its independent auditors, or if done by City personnel, the direct employee salary cost to the City for time spent by said employees in performing such audit, but not in excess of what would have been charged to the City for the same service by the City's outside auditors.

(v) In the event any of the foregoing audits or examination shall disclose that, after setting off any compensating errors, any Rent is due for any period of time, or any Rent has been overpaid for any period of time, then SAMP or the City, as appropriate, shall promptly pay or refund the amount disclosed, with interest at the Default Rate from the date of the issuance of the results by the certified public accountant if not paid within thirty (30) days of that date.

(vi) In the event of a dispute over the results of any audit conducted pursuant to Section 2.4(d)(iii) or Section 2.4(d)(iv), the Parties shall not take any formal action for thirty (30) days and shall work in good faith to resolve such dispute. At the end of that period of time, the Parties are unable to reach a mutually acceptable resolution, then the Parties shall appoint by mutual agreement the office of an impartial nationally recognized firm of independent certified public accountants ("Independent Accountant") who, acting as experts and not arbitrators, shall resolve the dispute. The decision of the Independent Accountant shall be final, and the fees and expenses of the Independent Accountant shall be paid by the City, on one hand, and SAMP, on the other hand, based upon the percentage that the amount actually contested but not awarded to the City or SAMP, respectively, bears to the aggregate amount actually contested by the Parties.

(d) Calculation of Rent Payable. The Annual Participation Rent payable during any Lease Year

of the Term, by Lessee to Lessor, in lump sum, within one hundred twenty (120) days after the end of such Lease Year, the amount of the Annual Participation Rent for such Lease Year. For clarity, at all times during the Term, Lessee shall timely deliver to Lessor, on or before the fifteen (15^{th}) day of each month for the previous month, the detailed report of Gross Revenue and, ninety (90) days after the end of each Lease Year, the detailed annual report of Gross Revenue, as and when required hereunder.

(e) Taxes Applicable to Rental. Lessee shall pay to Lessor all sales, excise, use and rental taxes, if any, applicable to the Annual Participation Rent, and any Additional Rent with the installment of, and in addition to, all rental payments to which such taxes apply. Lessor shall be responsible for prompt payment of all such taxes to the Florida Department of Revenue or other Applicable Authorities.

(f) Fractional Years. If the Participation Rent Day shall be on a date other than the first day of a calendar year or terminate on a date other than the last day of a calendar year, Annual Participation Rent for such fractional part of the calendar year following the Participation Rent Day shall be paid at the specified rate for all Gross Revenue made during such fractional part of a calendar year.

(g) Lessor's Capital Improvement Sinking Fund. Lessee shall deposit into a designated account known as the Capital Improvement Sinking Fund the sums of money designated for maintenance as set forth in Section 12.4 for expenditures outlined in Sections 12.3 and 12.4 below.

Section 2.5 Covenants for Payment of Public Charges by SAMP.

(a) Payment of Public Charges. SAMP, in addition to the Rent and all other payments due to City hereunder, covenants and agrees timely to pay and discharge, before any fine, penalty, interest, or cost may be added:

(i) all real and personal property taxes, all leasehold intangible personal property tax, all taxes on Rents payable hereunder and under any permitted Sublease, and any other public charges; and

(ii) non-discriminatory Special Assessments pursuant to Section 2.5(e), electric, water and sewer rents, rates and charges levied, assessed or imposed by any Governmental Authority against the Leased Property, including all Lessee Improvements thereon, in the same manner and to the same extent as if the same, together with all Lessee Improvements thereon were owned in fee simple by SAMP; and

(iii) any other non-discriminatory impositions including or in the nature of a property or excise tax, assessment or fee imposed by any governmental authority on or for the Leased Property, this Lease, SAMP's interest in the Leased Property, the privilege of doing business in the Leased Property, or on account of any benefit delivered to or burden relieved from the Leased Property; (collectively, "Public Charges").

(b) SAMP's obligation to pay and discharge Public Charges with respect to the Leased Property shall not commence until the Possession Date. However, should the Bay County Property Appraiser determine that the Leased Property is taxable prior to the Possession Date, SAMP shall pay the taxes levied and at its option and expense may challenge such determination which challenge the City will support as may be required by law.

(c) Reserved.

(d) Contesting Impositions. SAMP shall have the right to contest the amount or validity, in whole or in part, of any Public Charges imposed after the Possession Date for which SAMP is, or is claimed to be, liable, by appropriate proceedings diligently conducted. Upon the termination of any such proceedings, SAMP shall pay the amount of such Public Charges or part thereof, if any, as finally determined in such proceedings, together with any costs, fees, including counsel fees, interest, penalties and any other liability in connection therewith. Where the Public Charge must be paid regardless of whether challenged (and thereby subject to a refund), SAMP shall timely pay those charges even if it intends to challenge. The City shall not be required to join in any proceedings referred to in this Section 2.5(d) unless:

(i) governmental Requirements shall require that such proceedings be brought by or in the name of City; or

(ii) the proceeding involves the assessment or attempted assessment of a real estate or ad valorem tax on the Leased Property, in which event the City shall join in such proceedings with counsel of its choice or permit the same to be brought in the City's name, both at SAMP's expense.

(iii) The City shall not be subjected to any liability to pay any fees, including counsel fees, costs and expenses regarding such proceedings. SAMP agrees to pay such fees, including commercially reasonable counsel fees, costs and expenses or, on demand, to make reimbursement to the City for such payments.

(e) Special Assessments. The City retains all its governmental rights to impose nondiscriminatory special assessments or other public charges on the Leased Property, or to impose a non-discriminatory user fee for public services provided by or through the City. SAMP will be treated the same as similarly sized and situated properties or users. SAMP covenants and agrees to pay all special assessments levied on the Leased Property that may become due during the Term.

Section 2.6 City's Proprietary Capacity Only. Except where expressly stated otherwise in this Lease or required by law, all rights, remedies, privileges, approvals, options and other matters, express or implied, to which the City may be entitled under this Lease or by operation of law with respect to the things in this Lease, shall be and are conclusively deemed to be, held by the City in its proprietary and not governmental capacity, and no action taken by the City pursuant to any of those entitlements shall be construed to be the exercise or waiver of the City's governmental or police powers. Nothing herein shall be construed to prevent or impair the City's exercise of its governmental or police powers.

ARTICLE III
CONSTRUCTION OF IMPROVEMENTS

Section 3.1 Pre-Construction Responsibilities. Lessee shall be responsible for conducting all site suitability and environmental, soil, and subsurface support testing necessary or convenient to prepare, and for preparing all plans and specifications for constructing the Lessee Improvements. Prior to construction of improvements, Lessee shall present to the Lessor for approval and permitting such plans pursuant to the City's Code of Ordinances, applicable laws and applicable

building codes. Lessee shall construct according to the Approved Plans. (“Exhibit B”).
Section 3.2 Reserved.
Section 3.3 Reserved.

Section 3.4 Facilities to be Constructed. SAMP agrees to construct in a good and workmanlike manner the buildings, structures, horizontal and vertical infrastructure, and facilities on the Leased Property.

Section 3.5 Schedule of Performance. The schedule below ("Schedule of Performance") sets forth the anticipated dates of progress. (collectively "Work") SAMP shall prosecute completion of the Work with all reasonable diligence to substantially meet the Schedule of Performance. Except for a Force Majeure event or Acts of God, the dates in the Schedule of Performance shall not be extended without the City's consent which shall not unreasonably denied or delayed if it is more likely than not that the extension will prove in the long term to have served the best economic and social interests of the Leased Property and the City's.

Phase 1: Docks 2, 3, 4, and 5 (50 Slips) (Exhibit “D”)

- Lessee will apply for Governmental Approvals within 30 days of the Effective Date
- Lessee will commence construction within 30 days after issuance of Government Approvals
- Certificate of Occupancy application will be filed on or before May 1, 2025
- Upon completion, 28 vessels from Dock 1 will be moved to Phase 1 docks

Phase 2: Dock 1 Demolition, Interior Bulkhead Repair, Dock 1 (28 Slips) (Exhibit “E”)

- Lessee will apply for Governmental Approvals and SSLL revision prior to completion of Phase 1
- Lessee will commence construction within 30 days after issuance of Government Approvals
- Upon completion, vessels from Phase 1 will be moved to Dock 1 on or before April 30, 2027

Phase 3: Docks 6 and 7, Day Dock, Remaining Slips (87 Slips) (Exhibit “F”)

- Lessee will commence construction within 30 days after issuance of Governmental Approvals
- Upon completion, vessels from Phase 1 will be moved to Dock 1
- Certificate of Occupancy application will be filed on or before April 30, 2027

Phase 4: Exterior Bulkhead Repair

- Lessee will apply for Governmental Approvals no later than 30 days of Phase 3 completion
- Lessee shall commence construction within 30 days after issuance of Building Permit
- Certificate of Occupancy application will be filed on or before October 1, 2029

Section 3.6 Access. Prior to the Possession Date, the City hereby grants SAMP a license and commercially reasonable access to the Leased Property whenever and to the extent necessary to carry out the pre-possession activities contemplated by this Lease also including construction of Docks 2, 3, 4 and 5, but such pre-possession access shall not unreasonably interfere with such parking and public use of the Marina, including without limitation the open spaces and boat ramp. However, the Lessor will provide Lessee adequate space for construction activities including material laydown area, equipment storage area and adequate upland safety zones. With respect to the use of such access, SAMP, at all times and at its sole cost, shall maintain and require any contractor in privity with SAMP to maintain comprehensive general public liability insurance as required in Article IX.

Section 3.7 <u>Construction Period.</u>

(a) For each construction phase, SAMP shall:

(i) Perform and complete the Work;

(ii) Select the means and methods of construction. Only adequate and safe procedures, methods, structures and equipment shall be used;

(iii) Furnish, erect, maintain and remove such construction improvements and such temporary work as may be required; and be responsible for the safety, efficiency and adequacy of the improvements, appliance and methods used and any damage which may result from failure, improper construction, maintenance or operation of such improvements, appliances and methods;

(iv) Provide all architectural and engineering services, scaffolding, hoists, or any temporary structures, light, heat, power, toilets and temporary connections, as well as all equipment, tools and materials and whatever else may be required for the proper performance of the Work;

(v) Order and have delivered all materials required for the Work and shall be responsible for all materials so delivered to remain in good condition;

(vi) Maintain the Leased Property in a clean and orderly manner at all times commensurate with the public waterfront nature of the Leased Property, and remove all paper, cartons and other debris from the Leased Property;

(vii) Protect all Work prior to its completion and acceptance;

(viii) Preserve all properties and improvements adjacent and leading to the Leased Property site, and restore and repair any such properties or improvements damaged as a result of construction of the buildings, structures and infrastructure for the Leased Property, whether such properties or improvements are publicly or privately owned;

(ix) Preserve all sub-surface or exposed material, improvements and other infrastructure supporting or constituting the Leased Property site which SAMP acknowledges to be artificial land, including without limitation bulkheads, caps, tie-backs, dead-men, pilings, fill, and similar or related items, and restore and repair any such infrastructure damaged as a result of construction of the buildings, structures and infrastructure for the Leased Property; and

(x) SAMP shall carry on any construction, maintenance or repair activity with diligence and dispatch and shall use diligent efforts to complete the same in the shortest commercially reasonable time under the circumstances.

(b) SAMP shall take commercially reasonable precautions to protect and shall not damage property adjacent to the Leased Property, or which is in the vicinity of or is in anywise affected by the Work and shall be entirely responsible and liable for all damage or injury as a result of its operations to all adjacent public and private property.

(c) SAMP shall at all times enforce discipline and good order among its employees and the general contractor at the Leased Property site.

Section 3.8 <u>Status Reports.</u> SAMP shall deliver to the City as requested reports to keep the City informed about the progress of the Work.

Section 3.9 Certificate of Final Completion

(a) Promptly after completing the Work and SAMP's receipt of a Certificate of Occupancy, as applicable, for Phase 1, Phase 2, Phase 3 and Phase 4 of the Work, the City as landlord (in its proprietary capacity) will deliver to SAMP an appropriate instrument so certifying for the purposes of this Lease (the "Certificate of Final Completion") in recordable form;

(b) The Certificate of Final Completion shall certify that, to the best of the City's knowledge, SAMP has satisfied all of its obligations to the City in its capacity as landlord under this Lease regarding constructing of Phase 1, Phase 2, Phase 3 or Phase 4 and any other improvements on the Leased Property.

Section 3.10 Connection of Buildings to Utilities, Impact Fees and Assessments.

(a) SAMP, at its sole cost and expense for the Leased Property shall install or cause to be installed all necessary connections between the buildings and structures of the Leased Property and sanitary and storm drains and retention, detention or other similar facilities, and mechanical and electrical conduits whether or not owned by the City.

(b) The City at its sole expense will provide potable water, fire flow, wastewater collection and transmission, electrical service and internet access to the property line of the Leased Property at the intersection of Bayview Avenue and 10th Street sufficient to comply with applicable codes for Lessee's 165 wet slips, the Marina Ship Store as well as the City's possible expansion of the Marina.

(c) SAMP shall pay for the cost for the Leased Property of locating, grounding and installing new facilities on the Leased Property for sewer, water, electrical, stormwater and other utilities as needed to service the Leased Property and, at its sole cost and expense, will install or cause to be installed inside the property line of the Leased Property, all necessary utility lines, with adequate capacity and the sizing of utility lines for the Leased Property, as contemplated on the Approved Plans.

(d) The transactions contemplated by this Lease shall not be asserted to avoid the payment of applicable and non-discriminatory special non-ad-valorem special assessments, water or sewer impact fees on the Leased Property in conjunction with the development of the Leased Property or subsequent use of the Leased Property at any time in the future.

Section 3.11 Permits and Approvals. SAMP shall secure and pay for all Governmental Approvals for the Work including without limitation, any alterations and renovations made pursuant to Section 3.13, and shall pay all fees and charges due to the City in its governmental capacity or any other Governmental Authority connected with issuing such Governmental Approvals.

Section 3.12 Reserved.

Section 3.13 Alterations and Renovations. After completing the Work, SAMP may make alterations or renovations as it deems necessary, desirable or appropriate after obtaining any Governmental Approvals necessary for such alterations or renovations; provided, that, SAMP shall not undertake any material alteration or renovation that would expand the footprint of the Lessee Improvements or increase the height of any buildings comprising the Lessee Improvements without the City's written approval.

Section 3.14 Reserved.

Section 3.15 Reserved.

Section 3.16 Ownership of Improvements. All of the Improvements of any nature constructed by Lessee on the Marina including the Lessee Improvements and alterations of the Lessee Improvements and other alterations made pursuant to the provisions of this Lease shall be owned by and shall be the property of Lessor unless Lessee independently obtains financing for Lessee Improvements, in which case Lessee shall own Lessee Improvements for the Term. Upon the termination of this Lease, whether by expiration of the term hereof or by reason of default on the part of Lessee, or for any other reason whatsoever, the Improvements (including the Lessee Improvements), and all parts thereof shall merge with the title of the land, free of any claim of Lessee and all persons and corporations (subject to the provisions of Article XIV hereof with respect to the rights of Leasehold Mortgagees holding Leasehold Mortgages, as both such terms are hereinafter defined it being understood that the Leasehold Mortgage should in no event have a maturity date which extends beyond the Expiration Date) claiming under or through Lessee (except for purchase money security interests in equipment and except for trade fixtures and personal property of Lessee that can be removed without damage to the Improvements).

Section 3.17. Condition Upon Lease Expiration. Lessee shall deliver Marina to Lessor in reasonably good condition, ordinary wear and tear excepted, upon the termination or expiration of the Lease Term. Upon the termination of this Lease, Lessee, at Lessor's request, will execute a recordable instrument evidencing the termination of this Lease and stating the termination date. Notwithstanding anything herein to the contrary, in the event the Lease terminates prior to Lessee receiving its expenditures for capital improvements on the Leased Property, Lessor will ensure Lessee receives a commercially reasonable rate of return on its investment on the Lessor’s property.

Section 3.18. Unavoidable Delays. The time for the performance of Lessee's obligations relative to the construction, restoration, repair, operation and maintenance of the Improvements as provided for in this Lease shall be extended for the period that such performance is due to an Unavoidable Delay. The term "Unavoidable Delay" shall mean all failures or delays in a party's performance of its obligations hereunder not within such party's reasonable control, including without limitation, the impossibility of such performance which shall result from or be caused by any arbitration, legal proceedings or other litigation threatened, instituted against or defended by such party, in good faith, and not merely for purposes of delay, act of God, acts of the public enemy, wars, blockades, epidemics, earthquakes, storms, floods, explosions, strikes, labor disputes, work stoppages, riots, insurrections, breakage or accident to machines or lines or pipe or mains, lawful acts of any governmental agency or authority restricting or curtailing the construction of the Improvements or withholding or revoking necessary consents, approvals, permits or licenses, including without limitation, the Approvals, equipment failures, inability to procure and obtain needed building materials (provided such party who is unable to do so makes reasonable efforts to procure satisfactory substitute materials if practical) whether as a result (directly or indirectly) of any lawful order, law or decree of any governmental authority or agency

or otherwise, and any other cause whether of the kind herein referred to or otherwise; provided, that such party shall pursue with reasonable diligence the avoidance or removal of such delay. The inability or refusal of a party to settle any labor dispute shall not qualify or limit the effect of Unavoidable Delay. The inability of a party to secure funds required to perform its agreements hereunder shall not constitute Unavoidable Delay. A party claiming the benefit of an Unavoidable Delay must notify the other party within ten (10) days of the date the claiming party becomes aware of the existence of the Unavoidable Delay.

Section 3.19. Lessee's Work. Lessee shall have no right, authority or power to bind Lessor, or any interest of Lessor in the Marina, for any claim for labor or material or for any other charge or expense incurred in connection with any construction work done by Lessee within the Marina or any change, alteration or addition thereto, or replacement or substitution therefor, nor to render the Lessor's interest in the Marina liable to any lien or right of lien for any labor or material or any other charge or expense incurred in connection therewith, and Lessee shall in no way be considered as the agent of Lessor in the construction or operation of the Improvements or any replacement or substitution therefor. All persons performing work, labor or supplying materials at the Marina on behalf of Lessee shall look solely to Lessee and not to that of Lessor for sums owed.

Section 3.20. Zoning, Permits & Approval by City. Irrespective of any other provisions of this Lease or additions thereto, the obligations of Lessee under this Lease are conditioned upon (a) approval of the plans and specifications for the Improvements by the Lessor and any Applicable Authorities, and (b) the issuance of appropriate development orders and building permits for the construction of the Improvements upon the Marina. Lessor, in its capacity as Lessor under this Lease (without waiver of Lessor's regulatory rights or duties provided by Governmental Regulations) and without expense to Lessor, hereby agrees to reasonably cooperate with Lessee in securing the aforesaid permits and approvals and hereby grants Lessee the right to make application for them in the name of Lessor, if necessary. All expenses and liabilities incurred in obtaining the permits and license referred to in this paragraph shall be the responsibility of Lessee. Lessor is responsible for all construction, permitting and regulatory costs associated with the Bulkhead Improvements. Nothing in this Agreement is intended to limit or restrict the regulatory or police powers and responsibilities of the City in acting on such applications by virtue of the fact that the City may have been required to consent to such applications as a property owner under this Lease.

Section 3.21. Payment and Performance Bond. Prior to commencement of construction of the Lessee Improvements and the Lessor Improvements by Lessee, the Lessee shall provide to Lessor either a commercially reasonable letter of credit or a copy of a Payment and Performance Bond, in the amount of the proposed costs of the Lessee Improvements and the Lessor Improvements as surety for faithful performance under the terms and conditions of this Lease, in conformity to the essential requirements of Section 255.05, Florida Statutes. The Payment and Performance Bond for the Lessee Improvements shall apply only to (and the sum payable thereunder shall be based solely upon) the (a) above and below-ground infrastructure, and (b) core and "plain vanilla shell" construction of buildings and structures that are part of the Lessee Improvements, but not specific interior improvements constructed by Lessee under a sublease of a portion of the Lessee Improvements. The Payment and Performance Bond for the Lessor Improvements shall apply to

the Bulkhead Repairs and in an amount equal to the cost thereof. Such bonds shall identify Lessor as an additional obligee and may not be cancelled until the Project Completion Date for each of the four construction phases, subject to any commercially reasonable qualifications and requirement imposed by Lessee's bonding company or agent.

ARTICLE IV
LAND USES

Section 4.1 Land Use Designation. SAMP agrees and covenants to devote, during the term of this Lease, the Leased Property only to the uses specified in this Lease and to be bound by and comply with all the provisions and conditions of this Lease. SAMP shall not seek or obtain different uses or a change in such uses either by requesting a zoning change, variance, or by court action or administrative action without first obtaining the City's consent, which consent may be granted or denied in the City's sole and unfettered discretion.

Section 4.2 Sovereign Submerged Land Lease. Lessor holds a Fee Waived Sovereignty Submerged Land Lease. The Parties agree to collaborate to seek lease extensions, lease renewals and lease area expansion as the Parties mutually agree. The Parties agree that to the extent the lease must be amended or modified, the Parties agree to collaborate to seek such amendments or modifications. Failure to obtain necessary amendments or modifications to the Sovereign Submerged Land Lease to accommodate Approved Plans shall be deemed a failure to obtain necessary Governmental Approvals for such structures, facilities, improvements or uses.

ARTICLE V
TRANSFERS

Section 5.1 Purpose of Restrictions on Transfer. This Lease is granted to SAMP solely to develop the Leased Property, and to establish and stabilize its subsequent operations according to the terms hereof, and not for speculation in landholding or development. SAMP recognizes that, in view of the importance to the general welfare of the City and the community of properly developing the Leased Property and maintaining and operating the Leased Property and related activities, the qualifications of SAMP's is of particular interest to the community and the City. SAMP acknowledges that only because of SAMP's experience, reputation, financial strength, unique assets, and other well-known qualifications and identity that the City is entering this Lease with SAMP, and, in so doing, that the City is relying not merely on SAMP's obligations to faithfully perform all its undertakings and covenants expressed and necessarily implied in this Lease, but also on SAMP's unconditional guarantee of SAMP's performance of those things.

Section 5.2 Transfers. No Transfer of SAMP's interest in this Lease and the entire Leased Property may be made, suffered or created by SAMP, or its permitted successors (1) within five (5) years of Possession Date; nor (2) without the consent of the Governing Body of the City. No Transfer may be made after five (5) years of Possession Date except as permitted below to a Permitted Transferee. Any Transfer that violates this provision shall be null and void *ab initio* and of no force and effect. The City hereby consents to the Transfer to a Lender or any other Person of all, but not less than all, of SAMP's leasehold interest under this lease as a result of foreclosure

proceedings, the granting of a Deed in Lieu of Foreclosure, or through any other judicial process, each to satisfy the repayment of money owed by SAMP, and in each case at the conclusion of a series of financing events all of which were in strict compliance with the terms and conditions of Article VI (such Transfer a "Permitted Transfer" and such Lender or Person a "Default Tenant" and a "Permitted Transferee").

Section 5.3 Permitted Transfers. The City agrees to timely consent to the following Transfers of SAMP's interest in this Lease:

(a) Subject to the City's right of first refusal in Section 5.5, a Transfer of all, but not less than all, of SAMP's interest in this Lease and the entire Leased Property to an Acceptable Tenant through the process set forth in Exhibit “C”.

(b) A Transfer of SAMP's interest in this Lease to an institutional investor only as security for a loan of money if in strict compliance with the terms and conditions of Article VI.

Each of the foregoing transfers shall be referred to as a "Permitted Transfer" and each of the foregoing transferees shall be referred to as a "Permitted Transferee." Upon any Permitted Transfer (except to an Institutional Investor or to a Default Tenant), SAMP shall be released from any of its obligations under this Lease assumed by the Acceptable Tenant arising after the date of Transfer. The City shall not be entitled to share in any profit or proceeds received by SAMP from a Permitted Transfer. All Transferees, whether an Acceptable Tenant or a Default Tenant or an Institutional Investor, shall be subject to the City's option to purchase this Lease set forth in Section 14.2.

Section 5.4 Obtaining City's Consent to Transfer. To make a Permitted Transfer pursuant to Section 5.3 SAMP shall give or cause to be given to the City written notice requesting consent to the Transfer and submitting all information necessary for the City to evaluate the proposed transferee and the Transfer and to obtain the City's consent to same. Any consent to a Transfer shall not waive the City's right to consent to a subsequent Transfer.

Section 5.5 City's Right of First Refusal.

(a) During the Term, if SAMP or any Permitted Transferee (in this Section 5.5 alone the "Transferor") decides to Transfer its interest in this Lease, pursuant to Sections 5.2 and 5.3 (except a Transfer to an Institutional Investor as security for a loan or an authorized judicial transfer to a Default Tenant as to which the City shall have no right of first refusal) then such Transferor shall first provide the City with a copy of the bona fide, written offer (the "Offer") from an arms-length third party who proposes to be an Acceptable Tenant (the "Proposed New Tenant"), setting forth all of the terms and conditions of the Transfer and including the evaluation information set forth in Exhibit “C” with respect to the Proposed New Tenant. Upon receipt of the Offer, the Transferor and the City shall follow the Acceptable Tenant qualification process set forth in Exhibit “C” with respect Proposed New Tenant.

(b) The City shall have the right for forty-five (45) days following receipt of the Offer to elect to acquire the interest proposed to be transferred from the Transferor to the Proposed New Tenant on the terms and conditions set forth in the Offer (the "Right of First Refusal"), except that if the City's review period for the Proposed New Tenant is extended pursuant

to Exhibit "C", Section C(4), the City's time period for the exercise of its Right of First Refusal shall be extended accordingly.

(c) The City shall exercise its Right of First Refusal by giving written notice to the Transferor, specifying a date not earlier than 30 days and not later than 60 days after the date of its election to purchase on which the City will complete the closing on the Transfer. If the City does not elect to exercise its Right of First Refusal, the Transferor shall be free to complete the Transfer to the Proposed New Tenant in accordance with the Offer and this Lease. If any of the material terms or conditions of the Offer change prior to the closing with the Proposed New Tenant, the Transferor must give written notice of such change to the City, and the City shall have a forty-five (45) day period during which it may elect to acquire the interest of the Transferor proposed to be Transferred on the terms and conditions set forth in the revised Offer.

Section 5.6 Effectuation of Transfers. No Transfer shall be effective until all of the following conditions precedent are satisfied:

(a) Executed copies of the Transfer documents and other agreements between the parties to the Transfer are delivered to the City; and

(b) All Parties to this Lease have executed and delivered a current Estoppel Certificate; and

(c) Each Permitted Transferee shall have executed and delivered to the City and SAMP, severally, a current Estoppel Certificate relating to all agreements between the Permitted Transferee and the Transferor.

Section 5.7 Subleasing or Licensing. Notwithstanding anything or impression in this Lease to the contrary, SAMP shall not enter or offer to enter a Sublease or issue a license of more than one (1) year without the prior approval of the City Manager as to the nature of the Subtenant's or licensee's use and any alteration of the Leased Property involved, which approval shall not be unreasonably withheld or delayed and shall be based upon consideration of such factors as, by way of illustration and not limitation, whether the Sublease or license is consistent with the public image for St. Andrews and the Marina which the City has demonstrated its intention to promote, the size and duration and economic value of the Sublease or license, and whether the Sublease or license alone or in conjunction with other Subleases or licenses may in any significant way cause SAMP's control of the Leased Property in accordance with this Lease to be diminished which the City will not permit.

ARTICLE VI
MORTGAGE FINANCING; RIGHTS OF MORTGAGEE AND SAMP

Section 6.1 SAMP Financing.

(a) At any time during the term of the Lease SAMP may request the City to consider providing financing to SAMP in an amount that does not exceed (i) the Cost of Lessee Improvements minus Lessee Equity and (ii) the cost to perform its obligations to perform capital improvements pursuant to Section 12.3, and in response the City may offer to provide such financing pursuant to Section 6.1(c). Further, SAMP shall have the right, subject to the City's approval as provided herein, during the Term to subject SAMP's leasehold interest in the Leased Property to a first leasehold mortgage, deed of trust, assignment of lease,

security agreement or other method of financing or refinancing (a "Leasehold Mortgage"), or to any one or more extensions, modifications or renewals or replacements of a Leasehold Mortgage, securing a loan of money with no more than one Lender or one lead Lender in a participating group in an amount that (i) does not exceed (i) the Cost of Lessee Improvements minus Lessee Equity and (ii) the cost to perform its obligations to perform capital improvements pursuant to Section 12.3. Prior to executing a Leasehold Mortgage, SAMP shall notify the City in writing of the name and address of the Lender, a copy of the Leasehold Mortgage, and a copy of the proposed instrument(s) evidencing the loan of money secured by the Leasehold Mortgage. Within thirty (30) days after notification from SAMP of the proposed Leasehold Mortgage, the City may offer to provide financing to SAMP as provided in Section 6.1(c). In the event (i) the Parties, after good faith negotiations that do not exceed thirty (30) days are unable to agree to an amendment to this Lease Agreement as provided in Section 6.2 or (ii) the City does not offer to provide financing within thirty (30) days, then the failure to negotiate an amendment to this Lease Agreement or the City's inaction to offer financing shall be deemed an approval of the Leasehold Mortgage as submitted by SAMP.

(b) No voluntary action by SAMP to cancel, surrender, terminate or modify this Lease shall be binding upon or effective as against the Lender, no cancellation (other than a termination of this Lease by the City pursuant to the terms hereof), surrender or modification of this Lease or waiver or amendment of any provision of this Lease shall be binding upon or effective as against any Lender, and the City shall not enter into an agreement with SAMP to amend, modify, terminate or cancel this Lease and shall not permit or accept a surrender of this Lease without, in each case, the prior written consent of the Lender.

(c) As an alternative to SAMP financing as provided above for the Leased Property, the City may offer to provide financing to SAMP with more favorable terms than SAMP has obtained from a bank or other third party, and such terms to include amount of money loaned, rate of interest paid, and debt amortization schedule. If the terms offered by the City are more favorable than what SAMP has obtained from a bank or other third party, then SAMP will in good faith consider the City offer, and the Parties will in good faith negotiate an amendment to this Lease Agreement that will provide the terms of a loan between the Parties and adjustments to other terms of the Lease that include an increase to the City's Rent.

Section 6.2 City's Financing. The City shall have the right to pledge as security for any loan or bond issued to provide for City financing the payments made by Lessee pursuant to this Lease and any amendment to support any such City financing.

Section 6.3 Notice to Lender. Provided Lender and SAMP have provided the City with written notice of the name and address of the Lender, then in the event SAMP shall be in default under this Lease, the City shall send a copy of the written notice of the default to Lender. Lender shall have thirty (30) days after the expiration of any applicable grace periods with respect to such default within which to cure or remove such default, and if the default cannot with diligence be cured within such thirty (30) day period, then Lender shall have a reasonable time thereafter to effect such cure, provided that Lender promptly commences to cure the same and thereafter pursues the curing of the default with diligence. Notwithstanding any other provision of this Lease,

the City shall not have any right pursuant to this Lease or otherwise to terminate this Lease due to SAMP's default unless the City shall have first given a copy of the written notice of default to Lender and unless Lender shall have failed to cure or remove, or cause to be cured or removed, the default, within the time required by this Section 6.3. Notwithstanding anything contained herein to the contrary, a Lender shall not be required to cure or remedy any default (a "Non-Curable Default") which (i) is not a default in the payment of money or (ii) is not a default in the repair or maintenance of the Leased Property, including maintaining the exterior appearance and attractiveness of the improvements and all landscaping, or any part thereof, or like obligation, (iii) is not a default in the maintenance of insurance or any like obligation, and (iv) is a default which cannot be cured by the Lender, such as a bankruptcy by SAMP or a wrongful assignment of this Lease or a wrongful subletting of the Leased Property, and upon foreclosure or other acquisition of SAMP's interest in this Lease by the Lender or its designee, all Non-Curable Defaults shall be deemed to have been fully cured as to the Lender, its designee and its successors and assigns.

Section 6.4 Acceptance of Cure. The City will accept performance by Lender, within the applicable period set forth in Section 6.3 above, of any covenant, agreement or obligation of SAMP contained in the Lease with the same effect as though performed by SAMP.

Section 6.5 New Lease.

(a) Rejection of this Lease by the City in a bankruptcy proceeding involving the City shall not constitute a termination of this Lease unless SAMP, with the Lender's consent, or the Lender acting on its behalf, elects pursuant to any debtor relief laws to treat this Lease as terminated. If this Lease shall not be treated as terminated under debtor relief laws, SAMP (or the Lender if it has succeeded to SAMP's interest herein) may remain in possession thereof and this Lease shall continue in full force and effect in accordance with its terms, except as such terms may be modified by such debtor relief laws. If this Lease is rejected in a bankruptcy proceeding involving the City pursuant to debtor relief laws and if SAMP (or the Lender on its behalf) elects pursuant to any debtor relief laws to retain its rights under this Lease, then the rights and remedies of the Parties will continue to be governed by the terms of this Lease and SAMP shall continue to have all rights of a tenant under applicable law. The City agrees that the rights of the Lender under the Leasehold Mortgage and any other document or instrument executed and delivered in connection with the Leasehold Mortgage shall not be affected or impaired by the rejection of this Lease by the City. The City agrees to provide the Lender with at least ten (10) business days' prior written notice of its intent to seek to reject this Lease in any bankruptcy proceeding involving the City and that it shall not object to the Lender's standing to file pleadings, appear in court or otherwise take any and all actions which the Lender deems necessary or desirable in order to protect its rights under the Leasehold Mortgage or its interest in the Leased Property. The Parties agree, for the benefit of the Lender, that upon any such rejection of this Lease by the City, the right to exercise the election arising under the debtor relief laws either to treat this Lease as terminated or to retain SAMP's rights hereunder shall be exercisable exclusively by the Lender and not by SAMP. Pending the City's written receipt of notice from the Lender as to such election, SAMP shall without further act or deed be deemed to have elected to retain its rights under this Lease and to remain in possession of the Leased Property.

(b) In the event of the rejection or disaffirmance of this Lease by SAMP pursuant to any debtor relief laws, the City will enter into a new lease of the Leased Property with Lender or its designee or nominee within thirty (30) days after the request of Lender. The new lease shall be effective as of the date of rejection or disaffirmance of this Lease and shall be upon the same terms and provisions contained in this Lease (including the amount of the Rent and other sums due from SAMP hereunder). In order to obtain a new lease, Lender must make a written request to the City for the new lease within sixty (60) days after the Lender is notified in writing of the effective date of rejection or disaffirmance of the Lease by SAMP, as the case may be, and the written request must be accompanied by a copy of the new lease, duly executed and acknowledged by Lender or the party designated by Lender as SAMP. In addition, Lender must cure all defaults under the Lease that can be cured by the payment of money and pay to the City all Rent and other sums that would have been due and payable by SAMP under this Lease but for the rejection or disaffirmance of Lender's rights under this Section 6.5(b) are in addition to, and not limited by, Lender's right to cure under Section 6.3. From the effective date of rejection or disaffirmance of this Lease to the date of execution and delivery of such new lease or the expiration of the period during which Lender may make a request; Lender may, upon payment of the Rent and any other sums as may be due from SAMP, use and enjoy the leasehold estate created by this Lease without hindrance by the City. For so long as any Lender shall have the right to enter into a new lease with the City pursuant to this Section 6.5, the City shall not enter into a new lease of the Leased Property with any Person other than such Lender, without the prior written consent of such Lender.

Section 6.6 Delay for Foreclosure. If the City has given Lender notice of SAMP's default under Section 6.3 and Lender desires to cure SAMP's default but is unable to do so while SAMP is in possession of the Leased Property, or during the period of time that Lender's proceedings are stayed by reason of SAMP being subject to Chapter 7 or 11 of the Bankruptcy Code of the United States, as amended, or if the City has elected to terminate this Lease and Lender desires to obtain a new lease pursuant to Section 6.5 but has not yet acquired SAMP's leasehold interest in this Lease, then Lender shall have the right to postpone the specified date for effecting a cure of this Lease or obtaining a new lease for a period reasonably sufficient to enable Lender or its designee to acquire SAMP's interest in this Lease by foreclosure of its Leasehold Mortgage or otherwise, as long as the City is paid the Rent and other sums due under this Lease during the postponement. Lender shall exercise the right to extend the cure period or the date for obtaining a new lease by giving the City notice prior to the last date that the City would otherwise be entitled to elect a cure or obtain a new lease within the Term and by tendering to the City any Rent and other charges then in default.

Section 6.7 No Surrender. If any Leasehold Mortgage known to the City is in effect, the City will not accept a voluntary surrender of this Lease.

Section 6.8 No Subordination of Fee. Nothing contained in this Agreement shall be or ever will be construed as a subordination to any Leasehold Mortgage of the City's fee interest in the Leased Property or its reversionary interest in the Lessee Improvements. Upon the expiration or termination of this Lease, except as specifically otherwise provided in this Article VI, any

Leasehold Mortgage of SAMP's interest in the Leased Property shall be null and void.

Section 6.9 Transfer to a Default Tenant. The City agrees that:

(a) A Default Tenant shall become a substituted tenant under this Lease as provided in Section 5.2 without necessity of any additional consent of or approval by the City;

(b) If the Default Tenant is the Lender or a nominee or designee of Lender, (i) such Person shall not be required to assume SAMP's obligations under this Lease, but shall be deemed to have agreed to perform all of SAMP's obligations hereunder arising or accruing from and after the date of such acquisition and for so long as such Person is the owner of the leasehold estate; (ii) such Person, upon a Permitted Transfer of all of its interest or control in the leasehold estate such Person shall be relieved of all obligations and liabilities under the Lease other than those arising or accruing while such Person is the owner of the leasehold estate; and (iii) the City shall look solely to the interest of such Person in the Leased Property in the event of the breach or default by such Person under the terms of this Lease and the City agrees that any judgment or decree to enforce the obligations of such Person shall be enforceable only to the extent of, and such Person's liability hereunder shall be limited to, such Person's interest in the Leased Property.

(c) The Parties covenant that, to confirm the automatic vesting of title to this Lease in a Default Tenant as provided in this paragraph, each will execute and deliver such further assurances and instruments of assignment and conveyance as may be commercially reasonably required by the other or the purchaser at foreclosure sale or the Default Tenant assignee for that purpose.

Section 6.10 Recognition Agreement. The City agrees that it will, from time to time, and at SAMP's or Lender's request, execute a ground lessor/recognition agreement with and in favor of any Lender in connection with SAMP financing or refinancing of all or part of the purchase of SAMP's interest in the Lease and/or the construction or renovation of the Lessee Improvements. Such agreement shall be in form and content reasonably acceptable to such Lender and the City and will be provided by the City upon the written request of Lender or SAMP within fifteen (15) days of written request therefor.

Section 6.11 Lender as Beneficiary; Nonliability for Covenants. The provisions of this Article VI are for the benefit of any Lender and may be relied upon and shall be enforceable by any Lender as if such Lender were a party to this Lease.

Section 6.12 Leasehold Mortgage Subordinate to City's Option to Purchase Lease. The Leasehold Mortgage shall be, and shall expressly recite that it is, subordinate to the City's options to repurchase this Lease. Provided Lender and SAMP have provided the City with written notice of the name and address of the Lender, then the City shall give the Lender prompt, written notice of the exercise of its option.

ARTICLE VII
EVENTS OF DEFAULT AND REMEDIES

Section 7.1 Events of Default by SAMP. Each of the following occurrences shall constitute an

"Event of Default" of SAMP under this Lease:

(a) Failure of Payment of Money.

(i) Failure of SAMP to pay any Rent, Additional Rent, Public Charges, Debt Service on a loan from the City or any other payments of money as herein provided or required when due. In the event that any Rent, Additional Rent, Public Charges, Debt Service on a loan from the City or other payment of money is not paid to the City on the date the same becomes due and payable, the City shall give SAMP written notice and a fifteen (15)-day grace period following delivery of that notice to pay same prior to such failure being deemed an "Event of Default";

(ii) If SAMP fails to pay to the City the amount due within the fifteen (15) day grace period, SAMP shall then pay the delinquent payment plus a late fee equal to five percent (5%) of the amount due no later than the 30th day after the date said payment was due, the failure of which shall entitle the City to collect the greater of the late fee or interest (at the Default Rate) due thereon until paid;

(iii) In addition to the foregoing, but only after the fifteen (15)-day grace period terminates, the City will be entitled to proceed to exercise any and all remedies provided herein for a SAMP Event of Default; or

(b) Bankruptcy:

(i) If any petition is filed by or against SAMP, as debtor, seeking relief (or instituting a case) under Chapters 7 or 11 of the United States Bankruptcy Code or any successor thereto unless an involuntary bankruptcy is finally dismissed within ninety (90) days after it was filed;

(ii) If SAMP admits its inability in writing to pay its debts;

(iii) If a receiver, trustee, or other court appointee or nominee, is appointed, or similar type of appointment is made, for all or a substantial part of SAMP 's property and such receiver, trustee, nominee, or other appointee is not discharged within ninety (90) days from such appointment;

(iv) If this Lease or the Leased Property is levied upon or attached by process of law, and such levy or attachment is not discharged within ninety (90) days from such levy or attachment; or

(v) If a receiver, trustee, or other court appointee or nominee is appointed, or similar type of appointment is made, for any of SAMP's property that includes all or part of its interest in SAMP, and such receiver, trustee, nominee, or other appointee is not discharged within ninety (90) days from such appointment.

(c) Failure to Perform Regarding Other Covenants, Conditions, Standards, and Agreements. SAMP's failure to perform according to, or to comply with, any of the other covenants, conditions, standards, and agreements to be performed or complied with by SAMP in this Lease (except for failure to obtain or maintain the Marina Standards and the continuing failure for a period of sixty (60) days after notice thereof in writing from the City to SAMP (which notice shall specify how the City contends that SAMP has failed to perform any such covenants, conditions and agreements), shall, subject to SAMP's right to contest the alleged Event of Default, constitute a SAMP Event of Default; provided, however, if such default is capable of cure, but cannot reasonably be cured within sixty (60) days, then SAMP shall have an additional commercially reasonable time within which to cure such SAMP Event of Default, but only if:

(i) SAMP within said sixty (60) day period shall have commenced and thereafter shall have continued diligently to prosecute all actions necessary to cure such default; and

(ii) the Leased Property continues to operate fully and in the ordinary course of business, to the extent commercially reasonable taking into account the nature of the alleged failure to perform according to the covenant, condition or agreement in question.

(d) Other SAMP Events of Default:

(i) If SAMP voluntarily ceases construction of the Work for a period in excess of thirty (30) consecutive days and fails to start construction within sixty (60) days after receiving notice pursuant to Subsection 7.l(c), except where due to a Force Majeure event.

(ii) If SAMP sells or assigns all or any portion of its interest in this Lease or Subleases all or any portion of the Leased Property, or attempts any Transfer by entering into an agreement to sell or assign its interest in this Lease or the Leased Property or to Sublease all or any portion of the Leased Property or by agreeing to a Transfer without complying with the provisions governing same in this Lease, and (except where a Transfer or attempted Transfer is expressly made void *ab initio* herein and therefore cannot be corrected) fails to correct such Transfer within an additional thirty (30) days of receiving notice as provided in Subsection 7.1(c), which provides a total of ninety (90) days after notice to correct such Transfer.

(e) An Event of Default concerning any part of the Leased Property shall constitute a default with respect to the entire Lease and all the Leased Property.

Section 7.2 Remedies for Default by SAMP.

(a) Upon the occurrence of a SAMP Event of Default, subject to the provisions of Article VI, the City shall be entitled to seek all legal and equitable remedies available under Florida law, including without limitation, termination of this Lease, removal of SAMP from the Leased Property, specific performance, injunctive relief, and damages. If the City obtains the right to terminate this Lease, by mutual agreement with SAMP or from a final order by a court with jurisdiction from which the time for appeal has expired or a binding arbitration panel, the Term of this Lease shall terminate upon the mutually agreed upon date or the date set forth in the final order from such court or arbitration panel, as fully and completely as if that date were the date herein originally fixed for the expiration of the Term. On the date mutually agreed upon or as specified in such final order, SAMP shall then quit and peaceably surrender the Leased Property (which includes the Lessee Improvements) to the City in accordance with Section 11.5;

(b) Upon the termination of this Lease, as provided in this Section 7.2, all rights and interest of SAMP in and to the Leased Property and the Lessee Improvements, and every part thereof shall cease and terminate, and the City may, in addition to any other rights and remedies it may have, retain all sums paid to it by SAMP under this Lease; and

(c) If this Lease is terminated after the Possession Date but prior to the Completion Date due to the occurrence of a SAMP Event of Default, SAMP hereby agrees that, the City shall have the right upon its request, but not the obligation, to take assignment of all SAMP's construction contracts and, without payment or further permission from either SAMP or

the professionals that created or prepared same, to use the plans and specifications, including without limitation, the Approved Plans, designs, approvals, permits and other work product produced by SAMP and/or others for use in the development, construction and operation of the Work; and in support of this agreement, SAMP covenants to include reference to this provision and the City's rights here stated in all such contracts with third parties.

Section 7.3 Events of Default by City. Each of the following occurrences shall constitute an "Event of Default" of City under this Lease:

(a) Failure of Payment of Money.

(i) Failure of City to make any payments of money as herein provided or required when due. In the event that any payment of money is not paid to the City on the date the same becomes due and payable, SAMP shall give the City written notice pursuant to the Local Government Prompt Payment Act (Section 218.70-218.80, F.S.) ("Prompt Payment Act") prior to such failure being deemed an "Event of Default";

(ii) If City fails to make any payment pursuant to the Local Government Prompt Payment Act (Section 218.70-218.80, F.S.), the City shall then pay the delinquent payment plus maximum penalties allowed by Prompt Payment Act until paid;

(iii) In addition to the foregoing, but only after the fifteen (15)-day grace period terminates, SAMP will be entitled to proceed to exercise any and all remedies provided herein for a City Event of Default.

(b) Failure to Perform Regarding Other Covenants, Conditions, Standards, and Agreements. The City's failure to perform according to, or to comply with, any of the other covenants, conditions, standards, and agreements to be performed or complied with by the City in this Lease, and the continuing failure for a period of sixty (60) days after notice thereof in writing from SAMP to the City (which notice shall specify how SAMP contends that the City has failed to perform any such covenants, conditions and agreements), shall, subject to the City's right to contest the alleged Event of Default, constitute a City Event of Default; provided, however, if such default is capable of cure, but cannot reasonably be cured within sixty (60) days, then the City shall have an additional commercially reasonable time within which to cure such City Event of Default, but only if:

(i) The City within said sixty (60) day period shall have commenced and thereafter shall have continued diligently to prosecute all actions necessary to cure such default; and

(ii) the Leased Property continues to operate fully and in the ordinary course of business, to the extent commercially reasonable taking into account the nature of the alleged failure to perform according to the covenant, condition or agreement in question.

Section 7.4 Remedies for Default by the City.

(a) Upon the occurrence of an event of default by the City, SAMP shall be entitled to seek all legal and equitable remedies available under Florida law, including, without limitation, termination of this Lease.

(b) Upon an event of default by the City, the City shall not be in default of this Lease:

(i) if the City provides SAMP with a written response within said sixty (60) day period indicating the status of the City's resolution of the default and providing for a mutually agreeable schedule to correct same, and the City commences and diligently continues to prosecute all actions necessary to cure such default to completion in substantial conformity with that schedule, or

(ii) with respect to any default that is capable of being cured but that cannot reasonably be cured within said sixty (60) day period, if the City commences to cure such default within such sixty (60) day period (or as soon thereafter as is reasonably possible) and diligently continues to cure the default until completion.

Section 7.5 Right to Cure.

(a) If SAMP shall default in the performance of any term, covenant or condition to be performed on its part hereunder, the City may, in its sole discretion, after notice to SAMP and beyond applicable cure periods (or without such notice and cure in the event of an emergency), perform the same for the account and at the expense of SAMP. If, at any time and by reason of such default, the City is compelled to pay, or elects to pay, any sum or money or do any act which will require the payment of any sum of money, or is compelled to incur any expense in the enforcement of its rights hereunder or otherwise, including the fees of attorneys, engineers or other consultants, such sum or sums shall be deemed Additional Rent hereunder and, together with interest thereon at the Default Rate accruing after the date of demand, shall be repaid to the City by SAMP upon demand.

(b) If the City shall default in the performance of any term, covenant or condition to be performed on its part hereunder, SAMP may, in its sole discretion, after notice to the City and beyond applicable cure periods (or without such notice and cure in the event of an emergency), perform the same for the account and at the expense of the City. If, at any time and by reason of such default, SAMP is compelled to pay, or elects to pay, any sum or money or do any act which will require the payment of any sum of money, or is compelled to incur any expense in the enforcement of its rights hereunder or otherwise, including the fees of attorneys, engineers or other consultants, such sum or sums shall be reimbursed to SAMP by the City, upon demand, together with interest thereon at the Default Rate from the date demanded until the date paid.

Section 7.6 Force Majeure. Neither the City nor SAMP, as the case may be, shall be considered in breach of or in default of any of its non-monetary obligations hereunder, including without limitation suspension of construction activities, by reason of unavoidable delay due to strikes, lockouts, pandemic or epidemic, acts of God, inability to obtain labor or materials due to governmental restrictions, riot, war, hurricane or other similar causes beyond the commercially reasonable control of a party despite its commercially reasonable efforts (in each case, an event of "Force Majeure") and the applicable time period shall be extended for the period of the Force Majeure event.

Section 7.7 Remedies Cumulative; No Waiver. The rights and remedies of the Parties, whether provided by law or by this Lease, shall be cumulative and concurrent, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, by the same or different times, of any other such remedies for the same default or breach, or of any of its remedies

for any other default or breach by the other party. No waiver of any breach, default, or Event of Default hereunder shall extend to or affect any subsequent or other breach, default, or Event of Default then existing, or impair any rights, powers or remedies consequent thereon, and no delay or omission of any party to exercise any right, power or remedy shall be construed to waive the same or any other breach, default, or Event of Default or to constitute acquiescence thereof, under present or any future circumstances.

Section 7.8 No Third-Party Beneficiaries. Except as provided in Article VI with regard to the Lender alone, there are no third-party beneficiaries of this Lease, and each party represents and warrants to the other that it 1s not aware of any person claiming, or any circumstances under which he, she, or it could lawfully claim to be a third-party beneficiary of this Lease.

ARTICLE VIII
PROTECTION AGAINST MECHANICS' LIENS AND OTHER CLAIMS; INDEMNIFICATION; ENVIRONMENTAL MATTERS

Section 8.1 SAMP's Duty to Keep Leased Property Free of Liens.

(a) SAMP shall not make, permit or involuntarily suffer any vendor's lien, mechanics' lien, governmental lien, environmental lien, or any other lien or lien rights or interest in the Leased Property or any part thereof, arising from or associated with any work performed or to be performed, or labor or materials furnished or to be furnished, to the Leased Property or any part thereof, excepting only to the right, title and interest of SAMP in this Lease and only during the pendency of a contest which is expressly authorized under Section 8.2 of this Lease and only if SAMP strictly complies with the requirements of that Section.

(b) Pursuant to Florida Statutes Section 713.10, any and all liens or lien rights shall extend to and only to the right, title and interests of SAMP in this Lease and shall always be subject to the subject to the Lessee Improvements and not to the Leased Property.

(c) The right, title and interest of the City in the Leased Property shall not be subject to liens or claims of liens by statute or common law for improvements made by SAMP. Nothing contained in the Lease shall be deemed or construed to constitute the consent or request of the City express, implied, or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any improvement of, alteration to, or repair of the Leased Property, or any part thereof, or any improvements on the Leased Premises, nor as giving SAMP, any Lender, or any permitted Subtenant any right, power or authority to contract for, or permit the rendering of, any services or the furnishing of materials that would give rise to the filing of any lien, mortgage or other encumbrance against City's interest in the Leased Property, the Leased Property, or any part thereof, or against assets of the City, or City's interest in any Rent and other monetary obligations of SAMP as defined in this Lease.

(d) Notice is hereby given, and SAMP shall cause all construction agreements entered into between a SAMP, or any permitted Subtenant, and a contractor or materialman in privity with SAMP or a permitted Subtenant to provide that:

(i) City shall not be liable for any work performed or to be performed at the Leased Property or on or associated with the Leased Property, or any part thereof, for SAMP, any Lender, or permitted Subtenant, or for any labor or materials furnished

or to be furnished to the Leased Property, or any part thereof, and

(ii) no mechanic's, laborer's, vendor's, materialman's or other similar statutory lien for such work or materials shall be attached to or affect City's interest in the Leased Property or any part thereof, or any assets of the City, or the City's interest in any Rent or other monetary obligations of SAMP arising under the Lease.

Section 8.2 Contesting Liens. If SAMP desires to contest any lien upon its right, title and interest in this Lease as described in Section 8.1, SAMP shall notify the City of SAMP's intention to do so within thirty (30) days after the filing of the lien, and within that same thirty (30) day period, at SAMP's sole cost and expense, SAMP shall protect the City by a good and sufficient bond against the lien and any cost, liability or damage arising out of such contest. The lien, if SAMP timely provides the bond described above, shall not be a SAMP Event of Default hereunder until thirty (30) days after the final determination of the validity thereof if, within that time, SAMP shall satisfy and discharge the lien to the extent held valid. The satisfaction and discharge of a lien finally determined to be valid shall not, in any case, be delayed until execution is had on any judgment associated with the lien, or else such delay and failed satisfaction shall be conclusively deemed a monetary SAMP Event of Default hereunder. In the event of any such contest, SAMP shall protect and indemnify the City against all loss, expense and damage resulting therefrom as provided in Section 8.3.

Section 8.3 Indemnification.

(a) SAMP Indemnification. SAMP hereby agrees and covenants to indemnify, defend (with counsel selected by the SAMP, after consulting with the City) and save harmless the City from and against any and all claims, actions, damages, liabilities, losses, costs and expenses, including without limitation commercially reasonable attorneys' fees (collectively, "Losses") to the fullest extent permitted by law, asserted by or through any visitor, trespasser, licensee, invitee, guest, permitted Subtenant (or the visitor, trespasser, licensee, invitee, or guest of that Subtenant), or any other person or Governmental Authority, at any time using or occupying or visiting the Leased Property or any part thereof, or by any person performing work on or in the Leased Property or any part thereof, arising from or associated with:

(i) any default, breach or violation or non-performance by SAMP of this Lease or any Governmental Requirements, or any provision hereof or thereof;

(ii) SAMP's use, occupancy, or operation of the Leased Property, or any part thereof;

(iii) the negligent or more culpable acts or omissions of SAMP;

(iv) any challenge to the validity of this Lease or any Transfer effected by a third party through legal proceedings or otherwise, except such challenge arising by, through or under the fee interest of the City; or

(v) otherwise arising in connection with the subject matter of this Lease.

SAMP's indemnity under this Section 8.3 shall include any Losses resulting from constructing the Leased Property and any other buildings, structures or horizontal or vertical improvements, infrastructure and support, and any subsequent renovation and/or alterations thereof by SAMP.

Notwithstanding anything to the contrary in this Agreement, SAMP is not obligated to indemnify, hold harmless or defend the City against any claim (whether direct or indirect) to the extent such claim or corresponding Losses arises out of or results from, in whole or in part, the negligence, willful misconduct, failure to perform or other breach of the obligations of this Lease by the City or its agents.

SAMP covenants and agrees that any contracts entered into by SAMP and the general contractor or other contractor in privity with SAMP for the Work shall include the indemnities required by this Section 8.3 and Section 8.4 from the general contractor or other contractor in privity with SAMP in favor of SAMP and the City.

The liability of SAMP under this Lease shall not be limited in any way to the amount of proceeds actually recovered under the policies of insurance required to be maintained pursuant to the terms of this Lease.

(b) City Indemnification. Any tort liability to which the City is exposed under this Lease shall be limited to the extent permitted by applicable law and subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, as may be amended, which statutory limitations shall be applied as if the Parties had not entered into this Lease, and City expressly does not waive any of its rights and immunities thereunder.

(c) The City hereby agrees and covenants to indemnify, defend and save harmless the SAMP from and against any and all claims, actions, damages, liabilities, losses, costs and expenses, including without limitation commercially reasonable attorneys' fees (collectively, "Losses") to the fullest extent permitted by law, asserted by or through any visitor, trespasser, licensee, invitee, guest, permitted Subtenant (or the visitor, trespasser, licensee, invitee, or guest of that Subtenant), or any other person or Governmental Authority, at any time using or occupying or visiting the Leased Property, or any part thereof, or by any person performing work on or in the Leased Property or any part thereof, arising from or associated with:

(i) any default, breach or violation or non-performance by City of this Lease or any Governmental Requirements, or any provision hereof or thereof;

(ii) the City, its departments, agencies or organization’s use, occupancy, or operation of the Leased Property, or any part thereof;

(iii) the negligent or more culpable acts or omissions of the City, its departments, agencies or organizations;

(iv) any challenge to the validity of this Lease or any Transfer effected by a third party through legal proceedings or otherwise, except such challenge arising by, through or under the fee interest of the City;

(v) the City’s failure to fund Bulkhead Repairs; or

(vi) otherwise arising in connection with the subject matter of this Lease.

Section 8.4 Environmental Matters.

(a) Defined Terms.

(i) "Environment" means existing land, fill, soil, waters (including surface waters,

storm-waters, waters of St. Andrew Bay, and groundwaters), sand and sediments, submerged lands and vegetation, surface and subsurface strata, ambient air, indoor air and indoor air quality, interior or exterior or both of any building or improvement, and the foundations and the sub-adjacent and adjacent support thereof and of any other environmental medium.

(ii) "Environmental Condition" means any condition or set of physical circumstances in, on, under, or affecting the Leased Property, or any part thereof or adjacent thereto, that may constitute a threat to or endangerment of life, health, safety, property, or the Environment, including, but not limited to:

(A) the presence, of any Hazardous Substance or Material on or from the Leased Property;

(B) the presence of any underground or above-ground storage tanks, as defined in Subtitle I of the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. 6991 et. seq., the regulations thereunder and amendments thereto, for the storage of hazardous wastes, materials, substances, oil, petroleum products, or their byproducts;

(C) any PCB, asbestos or any other substances specifically regulated under the Toxic Substances Control Act, 15 U.S.C. 2601 or regulations issued thereunder, as amended from time to time; and

(D) any open dump or system of refuse disposal for public use without a permit, as prohibited by 42 U.S.C. 6945 and/or Florida law equivalent, or the regulations issued thereunder.

(iii) "Environmental Law" or "Environmental Laws" means any federal, state, or local statute, law, ordinance, code, common law, rule, regulation, order, or decree, regulating, relating to or imposing liability or standards of conduct concerning the protection of the Environment, natural resources, health and safety, and/or activities involving any Hazardous Substance or Material, including without limitation asbestos, asbestos-containing materials, materials presumed by law to contain asbestos, polychlorinated biphenyls ("PCBs"), petroleum, petroleum byproduct (including but limited to, crude oil, diesel oil, fuel oil, gasoline, lubrication oil, oil refuse, oil mixed with other waste, oil sludge, and all other liquid hydrocarbons, regardless of specific gravity), natural or synthetic gas products, radioactive materials, liquids, and gases (including radon), and/or hazardous or toxic substances, chemicals or materials, or any other waste, materials, pollutant or contaminant that is regulated to protect the Environment, as may now or at any time hereafter be in effect, including without limitation, the Federal Water Pollution Control Act, 33 U.S.C. 1251, et seq., the Clean Water Act Amendments thereto, the Safe Drinking Water Act, the Hazardous Materials Transportation Act, 49 U,S.C. 1811, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et. seq., the Clean Air Act, 42 U.S.C. 7401, et seq., the Toxic Substances Control Act, 15 U.S.C. 2601, et. seq., the Emergency Planning and Community Right--To-Know Act, the Occupational Safety and Health Act, 29 U.S.C. 651, et. seq., the Refuse Act of 1989, 33 U.S.C. 407, et seq., the Oil Pollution Act, 33 U.S.C. 2701, et seq., and the amendments and regulations pertaining

thereto, and the Florida State laws, rules, regulations, and local ordinances pertaining to protection of the Environment, health and safety, and any amendments to any such acts and laws, or any other or future applicable federal, state or local law, including without limitation, any rule, regulation, order, decree, or ordinance adopted pursuant to the preceding laws or other similar law, regulation, rule, order, decree, or ordinance that is in effect at any time hereafter relating to the protection of life, health, safety, and the environment.

(iv) "Environmental Requirements" means all present and future Governmental Requirements, including without limitation, the Environmental Laws, rules, regulations, statutes acts, ordinances, authorizations, judgments, decrees, concessions, grants, orders, agreements or other restrictions and requirements or lawful obligations relating to any Environmental or any Hazardous Substances or Materials on, in, or under the Leased Property.

(v) "Hazardous Substance" or "Hazardous Material" means (a) radioactive materials, radon, asbestos-containing materials, and polychlorinated biphenyls ("PCBs"), and (b) any other chemicals, materials, or substances defined or regulated as toxic, volatile, corrosive, hazardous, or dangerous, or as a pollutant or contaminant under any applicable federal, state, or local health, or safety law, or any Environmental Law, including without limitation, (i) those substances included within the definitions of any one or more of the terms "hazardous substances," "hazardous materials," "toxic substances," and "solid waste," (ii) those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto), (iii) such other substances, gases, liquids, materials, and wastes which are or become classified as hazardous, radioactive, or toxic under any Environmental Law, and (iv) any material, gases, liquids, or waste, or substance which is (A) petroleum, (B) asbestos, (C) polychlorinated biphenyls ("PCBs"), (D) within the per- and polyfluoroalkyl substances ("PFAS"), (E) designated as hazardous pursuant to Section 311 of the Clean Water Act, (F) ignitable, volatile, flammable, or explosive, or (G) radioactive.

(vi) "Environmental Permit" means any Governmental Approval required under any Environmental Law in connection with the ownership, use, development, redevelopment, or operation of the Leased Property relating to the Clean Water Act, the Rivers and Harbors Act, the Coastal Zone Management Act, the Clean Air Act, the Safe Drinking Water Act, radon, and any other Environmental law, including Florida law and local law and ordinances, and for the storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substance or Hazardous Material, or the authorized sale, transfer or conveyance of this Lease, or the Leased Property, and all supporting documentation thereof.

(vii) "Environmental Claim" means any notice of violation, claim, demand, abatement or other order or direction (conditional or otherwise) by any Governmental Authority or any person for personal injury (including without limitation, sickness, disease, or death), tangible or intangible property damage, damage to the Environment, nuisance, pollution, contamination or other adverse effects on the

Environment, or for fines, penalties, liens, or restrictions, resulting from or based upon:

(A) the existence or release, or continuation of any existence or a release (including without limitation, sudden or non-sudden, accidental or non-accidental leaks or spills) of, or exposure to, any substance, chemical, material, pollutant, contaminant, or audible noise or other release or emission in, into or onto the Environment (including without limitation, the air, ground, water or any other surface or subsurface) at, in, by, from or directly related to the Leased Property, or any part thereof, or any adjacent property or waters;

(B) the environmental aspects of the transportation, storage, treatment, use, or disposal of materials in connection with the operations and activities in, on or directly associated with the Leased Property, or any part thereof or any adjacent property or waters; or

(C) the violation, or alleged violation, of any Environmental Law or Governmental Requirements relating to Environmental Requirements in, on, under or associated with the Leased Property, or any part thereof; but excluding any of the foregoing arising solely from the negligent or intentional actions of or breach of the terms of this Lease by the City and its agents.

(viii) "Corrective Action Work" means any and all activities of removal, response, investigation, testing, analysis or remediation taken to:

(A) prevent, abate or correct an existing or threatened Environmental Condition at, about, affecting, or affected by the Leased Property, or the surface or subsurface of the Leased Property and the Lessee Improvements, any part thereof; or

(B) comply with all applicable Governmental Requirements and Environmental Requirements.

(b) Environmental Indemnification.

(i) SAMP Indemnity. SAMP covenants and agrees, at its sole cost and expense, to defend (with counsel selected by SAMP, after consulting with the City), indemnify and hold harmless the City, its successors, and assigns from and against, and shall reimburse the City, its successors and assigns, for any and all Environmental Claims, whether meritorious or not, brought against the City by any person, entity, or Governmental Authority to the extent (A) related to SAMP's presence on the Leased Property after the Possession Date,(B) related to SAMP's presence conducting environmental and other surveys, assessments and other activities on the Leased Property, and performing assessments to determine the stability, support and suitability of the properties and SAMP's Improvements described in Sections 2.l(a), 2.2, and 2.3 to prepare for construction, (C) related to activities to develop SAMP's Environmental Audit described in Section 8.5(a), and (D) related to SAMP's other operations, activities, negligence, omissions to act, or violations of any Permit, Governmental Approval, or Environmental Law, or related to the surface or subsurface of the Leased Property or the construction, maintenance, repair, restoration, renewal or operation of the Leased Property or the Lessee

Improvements, or any part thereof arising after SAMP and the City agree to SAMP's Environmental Audit described in Section 8.5(a);

(ii) Lessor Indemnity. Likewise, Lessor covenants and agrees, at its sole cost and expense, to defend (with counsel selected by the Lessor), indemnify and hold harmless SAMP, its successors, and assigns from and against, and shall reimburse the SAMP, its successors and assigns, for any and all Environmental Claims, whether meritorious or not, brought against the SAMP by any person, entity, or Governmental Authority to the extent (A) related to Lessor's presence on the Leased Property prior the Possession Date, (B) related to Lessor's presence conducting environmental and other surveys, assessments and other activities on the Leased Property, and performing assessments to determine the stability, support and suitability of the properties and Lessor's Improvements described in Sections 2.l(a), 2.2, and 2.3 to prepare for construction, (C) related to activities to develop Lessor's Environmental Audit described in Section 8.5(a), and (D) related to Lessor's other operations, activities, negligence, omissions to act, or violations of any Permit, Governmental Approval, or Environmental Law, or related to the surface or subsurface of the Leased Property or the construction, maintenance, repair, restoration, renewal or operation of the Leased Property or the Lessor's Improvements, or any part thereof arising prior to SAMP and the Lessor agree to SAMP's Environmental Audit described in Section 8.5(a);

(iii) the foregoing indemnities includes, without limitation, indemnification against all costs of removal, response, investigation, or remediation of any kind, and disposal of such Hazardous Substances as necessary to comply with Environmental Laws, all costs associated with any Corrective Action Work, all costs associated with claims for damages to persons, property, or natural resources, any loss from diminution in the value of the Leased Property and commercially reasonable attorneys' fees and consultants' fees, court costs and expenses incurred in connection therewith;

(iv) this Indemnification shall be interpreted as broadly as possible and is in addition to all other rights under this Lease; and

(v) payments by under this Section shall not reduce obligations and liabilities under any other provision of this Lease.

(vi) Notwithstanding anything to the contrary contained in Section 8.4, neither SAMP, the Lessor nor a general contractor, or other contractor in privity with SAMP, has a duty to indemnify or defend the City in connection with any Environmental Claims that are due to the negligent or more culpable conduct of or breach of the terms of this Lease by the City, SAMP or its agents, which negligence or more culpable conduct occurs after SAMP has completed its environmental testing and following SAMP's inspection, investigation, testing, sampling, analysis, other due diligence and environmental assessments of the Leased Property as described in Article II, Section 2.3 of this Lease.

Section 8.5 <u>Environmental Responsibilities.</u>

(a) <u>SAMP's Environmental Audit.</u> SAMP acknowledges that SAMP has the opportunity to conduct whatever environmental assessments, investigations, testing, sampling, analyses,

and inspections which SAMP deemed appropriate to determine the environmental baseline conditions of the Leased Property ("SAMP's Environmental Audit") and SAMP will furnish to the City a copy of any written audit report. The cost and expense of the SAMP Environmental Audit shall be borne exclusively by SAMP. The City represents that the City Manager is not aware of any Environmental Condition currently existing on the Leased Property.

(b) City's Environmental Audit. At least thirty (30) days prior to the expiration or termination of this Lease, the City shall conduct an environmental assessment (the "City's Environmental Audit") of the Leased Property, utilizing third-party experts and consultants selected by the City and approved by SAMP. The City's Environmental Audit may be performed in phases and shall include such assessments, investigations, sampling, analyses, inspections and other "due diligence" testing of the Environment, and any structures on the Leased Property as may be necessary in the opinion of the expert or consultant conducting the City's Environmental Audit to determine the Environmental Condition of the Leased Property. SAMP shall permit such audit activities; provided, however, that such audit activities shall not materially interfere with SAMP's business operations at the Leased Property. The cost of the City's Environmental Audit shall be borne exclusively by the City. A copy of the written audit report shall be delivered to SAMP within thirty (30) days after the City has received the completed, written report.

(c) Agreement to Cooperate in Audit Activities. The Parties shall be permitted to have their authorized representatives or technical observers present during the other party's environmental audit activities. Either Party, directly or through designated consultants, may inspect all samples (including splitting samples for independent testing), raw data, test results, reports and opinions concerning the other Party's audit.

(d) Duty to Report. In the event that SAMP's Environmental Audit or the City's Environmental Audit discloses conditions which must be reported to any Governmental Authority under applicable law, and which have not already been reported, such report shall be made by the Party conducting the audit, following notice to and consultation with the other Party, and a copy of such report and all relevant documents, reports and technical data shall be provided to the other Party.

(e) SAMP's Remediation Responsibilities. If the City's Environmental Audit reveals any noncompliance with applicable Environmental Laws or any Environmental Condition not indicated in SAMP's Environmental Audit or the City's Environmental Disclosures, SAMP shall carry out and complete, at SAMP's sole cost and expense and with all due diligence, any repair, closure, detoxification, decontamination, or any other remediation of the Leased Property required by applicable Environmental Laws. Should SAMP fail to implement promptly and diligently pursue any such remediation upon receipt of the results of the City's Environmental Audit or other notice of any Environmental Condition, then the City shall have the right, but not the obligation, to carry out such cleanup and to recover all of the costs and expenses thereof from SAMP, with interest at the Default Rate.

(f) City's Remediation Responsibilities. If SAMP's Environmental Audit reveals any noncompliance with applicable Environmental Laws or any Environmental Condition not indicated in the City's Environmental Disclosures, City shall carry out and complete, at City's sole cost and expense and with all due diligence, any repair, closure, detoxification, decontamination, or any other remediation of the Leased Property required by applicable

Environmental Laws. Should City fail to implement promptly and diligently pursue any such remediation upon receipt of the results of the SAMP's Environmental Audit or other notice of any Environmental Condition, then the SAMP shall have the right, but not the obligation, to carry out such cleanup and to recover all of the costs and expenses thereof from the City, with interest at the Default Rate.

(g) Environmental Compliance Responsibility. SAMP acknowledges responsibility for any and all Environmental Conditions deriving from the physical or chemical characteristics of any substance, improvement, liquid, gas, waste, and materials on the Leased Property as a result of operations at the Leased Property by SAMP after the Possession Date, and SAMP covenants, represents, and warrants that SAMP shall not cause or, as a result of SAMP's operations, permit the Leased Property to be in violation of any Environmental Law. In the event SAMP causes or permits any contamination, including discharge, release, spillage or other introduction in or on the Leased Property or the adjacent Environment, of any Hazardous Substances or Hazardous Materials in volition of Environmental Laws, SAMP shall promptly contain, remove, remediate or mitigate the same in accordance with applicable Environmental Laws and promptly notify the City of any such contamination.

(h) Agreement to Cooperate in Remediation Activities. SAMP and City, as the case may be, shall provide reasonable cooperation to the other, who is responsible for any Remediation, and performing any investigation, assessment, sampling, monitoring, treatment, removal or cleanup.

ARTICLE IX
INSURANCE AND CATASTROPHIC LOSS

Section 9.1 General Insurance Provisions. Prior to any activity on the Leased Property, and at all times during the Term, SAMP at its sole cost and expense shall procure the insurance specified below. In addition, SAMP shall ensure that its general contractor, and other contractors, and permitted Subtenants maintain the insurance coverages set forth below to the extent relevant to such party's activities at the Leased Property and hereby warrants that the same shall at all relevant times be in full force and effect. All policies must be executable in the State of Florida. All insurers must maintain an AM Best rating of A- or better. The terms and conditions of all policies may not be less restrictive than those contained in the most recent edition of the policy forms issued by the Insurance Services Office (ISO) or the National Council on Compensation Insurance (NCCI). If ISO or NCCI issues new policy forms during the policy term of the required insurance, complying with the new policy forms will be deferred until the expiration date of the subject policy. Said insurance policies shall be primary over any and all insurance available to the City whether purchased or not and shall be non-contributory. SAMP, its general contractor, other contractors, and Subtenants shall be solely responsible for all deductibles and retentions contained in their respective policies which shall be commercially reasonable. The City will be included as an "Additional Insured" on the Commercial General Liability, Umbrella Liability and Pollution Liability policies.

Section 9.2 Evidence of Insurance. Prior to SAMP taking any activity on the Leased Property, satisfactory evidence of the required insurance shall be provided to the City. Satisfactory evidence shall be either: (a) a certificate of insurance; or (b) a certified copy of the actual insurance policy

(if a certificate of insurance is not provided). All insurance policies and certificates must specify they are not subject to cancellation or non-renewal without a minimum of 45 days notification to SAMP for any reason except non-payment of premium, and 10 days' notice of cancellation for non-payment of premium. SAMP shall provide the City with a copy of any such notices within 5 Business Days of SAMP's receipt of the same.

Section 9.3 Required Coverages. As a minimum, SAMP will procure and maintain (or cause to be procured and maintained) the following coverages:

(a) Builders Risk - During all construction activities conducted on the Leased Property, or modifications to existing buildings or structures located thereon that impact the structural integrity of the buildings or structures, SAMP shall obtain Builders Risk insurance (to include the perils of wind and flood) with minimum limits equal to the "Completed Value" of the buildings or structures being erected or the total value of the modifications being made. The perils of Windstorm, Hail and Flood shall carry a Three Million ($3,000,000) sub limit or such lower sublimit as may be required by the applicable construction contract for the buildings or structures being erected or modified.

(b) Business Interruption - During the term of this Lease, SAMP shall maintain Business Interruption coverage utilizing a Gross Earnings Value form with limits equal to twelve (12) months of SAMP's projected profits (including all rental income) associated with the Leased Property.

(c) Commercial General Liability - During the term of the Lease, SAMP shall maintain, or cause general contractor (during all construction activities) or the Marina management company (when the Leased Property is in operation) to maintain, Commercial General Liability Insurance. Such policies will include SAMP as an additional Named Insured and the City as additional Named Insured. Coverage shall include, as a minimum: (i) Premises Operations, (ii) Products and Completed Operations, (iii) Blanket Contractual Liability, (iv) Personal Injury Liability and (v) Expanded Definition of Property Damage. The minimum limits acceptable shall be $5,000,000 Combined Single Limit (CSL). The use of an excess/umbrella liability policy to achieve the limits required by this paragraph will be acceptable as long as the terms and conditions of the excess/umbrella policy are no less restrictive than the underlying Commercial General Liability policy.

(d) Business Automobile Liability - During the term of the Lease, SAMP shall maintain Business Automobile Liability Insurance with coverage extending to all Owned, Non-Owned and Hired autos. The minimum limits acceptable shall be $2,000,000 Combined Single Limit (CSL). The use of an excess/umbrella liability policy to achieve the limits required by this paragraph will be acceptable as long as the terms and conditions of the excess/umbrella policy are no less restrictive than the underlying Business Automobile Liability policy.

(e) Workers' Compensation and Employers Liability-SAMP shall maintain Workers' Compensation Insurance, or if not applicable, cause general contractor (during all construction activities) or the Marina management company to maintain, with limits sufficient to respond to Florida Statute §440. In addition, the SAMP shall obtain Employers' Liability Insurance with limits of not less than: (i) $500,000 Bodily Injury by Accident, (ii) $500,000 Bodily Injury by Disease and (iii) $500,000 Bodily Injury by Disease, each employee.

Section 9.4 Premiums and Renewals. SAMP shall pay as the same become due all premiums for the insurance required to be maintained by SAMP by this Article IX, and shall renew or replace each such policy. Upon request by the City, for each such renewal or replacement policy, SAMP shall deliver to the City a certificate of insurance for such policy or a certified copy of the respective policy (if a certificate is not provided).

Section 9.5 Adequacy Of Insurance Coverage.

(a) The adequacy of the insurance coverage required by this Article IX may be reviewed periodically by the City. The City may request a change in the insurance coverage if it is commercially reasonable, customary and commonly available regarding properties similar in type, size, use and location to the Leased Property and Lessee Improvements provided that such coverage is available at commercially reasonable rates (including without limitation, fiduciary liability and directors' and officers' liability insurance);

(b) SAMP has the right to contest the request for a change in insurance, but must be commercially reasonable; and

(c) SAMP agrees that City may, if it so elects, have the Lessee Improvements appraised, at the City's sole cost and expense, for purposes of obtaining the proper amount of insurance hereunder. Any review by the City shall not constitute an approval or acceptance of the amount of insurance coverage.

Section 9.6 City May Procure Insurance if SAMP Fails To Do So. If SAMP refuses, neglects or fails to secure and maintain in full force and effect any or all of the insurance required pursuant to this Lease, the City, at its option, may procure or renew such insurance. In that event, all commercially reasonable amounts of money paid therefor by the City shall be treated as Additional Rent payable by SAMP to the City together with interest thereon at the Default Rate from the date the same were paid by the City to the date of payment thereof by SAMP. Such amounts, together with all interest accrued thereon, shall be paid by SAMP to the City within ten (10) days of written notice thereof.

Section 9.7 Effect of Loss or Damage. Any loss or damage by an act of God such as fire, hurricane, tornado, tsunami or other casualty of or to any of Lessee Improvements on the Leased Property at any time shall not operate to terminate this Lease or to relieve or discharge SAMP from the payment of Rent, or from the payment of any money to be treated as Additional Rent in respect thereto, pursuant to this Lease, as the same may become due and payable, as provided in this Lease, or from the performance and fulfillment of any of SAMP's obligations pursuant to this Lease. No acceptance or approval of any insurance agreement or agreements by the City shall relieve or release or be construed to relieve or release SAMP from any liability, duty or obligation assumed by, or imposed upon it by the provisions of this Lease. Notwithstanding anything herein to the contrary, the Parties will cooperate with each other to determine and pursue the most appropriate source of funds, appropriations, grant funds, FEMA or other sources in order to repair, rebuild or replace the improvements on the Leased Property in the event of catastrophic loss.

Section 9.8 Notice of Loss. SAMP shall give City written notice as soon as reasonably practicable of any material damage or destruction of the Lessee Improvements. For purposes of this Section, "material damage or destruction" shall mean any casualty or other loss the commercially

reasonable cost of which to repair is in excess of Two Hundred Fifty Thousand Dollars ($250,000) or, notwithstanding a lesser cost of repair, will have a materially adverse effect on the day-to-day operations of the Leased Property.

Section 9.9 Reserved.

Section 9.10 Covenant for Commencement and Completion of Reconstruction and Alternative.

(a) Except as provided in Subsection (b) below, SAMP covenants and agrees to commence Reconstruction Work as soon as practicable, but in any event to use commercially reasonable efforts to complete plans for the Reconstruction Work within four (4) months after the loss or casualty event and commence Reconstruction Work within three (3) months after insurance proceeds in respect of the destroyed or damaged improvements or personally have been received or in any event regardless of insurance within twelve (12) months after the loss or casualty event, and to fully complete such Reconstruction Work as diligently and expeditiously as possible consistent with the nature and extent of the damage and the availability of resources and professionals to complete such Reconstruction Work at then commercially reasonable rates. SAMP shall comply in all respects with the provisions of Section 3.13 with respect to any Reconstruction Work.

(b) In the event the cost of the Reconstruction Work exceeds fifty percent (50%) of the Certified Cost of Lessee Improvements (as adjusted for inflation over the Term pursuant to Section 3.21), within the twelve (12) month period after any loss or casualty event and regardless of insurance, SAMP shall have the option of demolishing and removing all vertical improvements and fixtures (including surface and subsurface slabs and foundations) not desired by the City from the Leased Property, returning possession of the Leased Property to the City in a level, empty, neat, clean, safe, and vacant condition, free of any claims of lien or encumbrance resulting from any act or omission of SAMP, terminating this Lease, and retaining the remainder of any insurance proceeds subject to whatever rights may be held by the holder of a Leasehold Mortgage.

Section 9.11 Waiver of Subrogation. A full waiver of subrogation shall be obtained from all insurance carriers. SAMP shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against the City in connection with any damage covered by any policy.

Section 9.12 Inadequacy of Insurance Proceeds. SAMP's liability hereunder to timely commence and complete restoration of the damaged or destroyed Lessee Improvements shall be absolute, irrespective of whether the insurance proceeds received, if any, are adequate to pay for said restoration, subject to SAMP's rights under Section 9.l0(b).

ARTICLE X
CONDEMNATION

Section 10.1 Complete Condemnation.

(a) If the entire Leased Property shall be taken or condemned for any public or quasi-public

use or purpose, by right of eminent domain or by purchase in lieu thereof (in each case, a "Taking"), or if such Taking shall be for a portion of the Leased Property such that the portion remaining is not sufficient and suitable, on a commercially reasonable basis for the operation of the Leased Property, then this Lease shall cease and terminate as of the date on which the condemning authority takes possession; and

(b) If this Lease is so terminated, the entire award for the Leased Property or the portion thereof so taken shall be apportioned among the Parties as of the day immediately prior to the vesting of title in the condemnor, as follows:
   (i) SAMP shall be entitled to the then fair market value of its interest under this Lease and in the Lessee Improvements together with any and all business damages suffered by SAMP (subject, however, to the rights of any Lender); and
   (ii) The Parties shall each receive one-half (1/2) of any remaining balance of the award, except that the SAMP shall receive the entire remaining balance of the award if the City is the authority condemning the Leased Property.

Section 10.2 Partial Condemnation.

(a) If there is a Taking of a portion of the Leased Property, and the remaining portion can, on a commercially reasonable basis be adapted and used to operate the Leased Property in substantially the same manner it was previously operated, then this Lease shall continue in full force and effect; and

(b) In such event, the award shall be apportioned as follows:
   (i) First, to SAMP to the extent required, pursuant to the terms of this Lease, for the restoration of the Leased Property;
   (ii) Second, but only if the City is not the authority condemning the Leased Property, to the City the portion of the award allocated to the fair market value of the Leased Property which is so taken, considered as vacant and unimproved;
   (iii) Third, to SAMP the amount by which the value of SAMP's interest in the Lessee Improvements and the Leased Property were diminished by the taking or condemnation; and
   (iv) Last, the Parties shall each receive one-half (1/2) of any remaining balance of the award, except that the SAMP shall receive the entire remaining balance of the award if the City is the authority condemning the Leased Property.

Section 10.3 Restoration After Condemnation. If this Lease does not terminate due to a Taking, then:

(a) SAMP shall promptly commence and diligently pursue to completion restoration of the remaining portion of the Leased Property in accordance with the provisions of Section 9.10 hereof;

(b) the entire proceeds of the award shall be deposited and treated in the same manner as insurance proceeds are to be treated under Article IX until the restoration has been completed and SAMP and the City have received their respective shares thereof pursuant to this Article X; and

(c) if the award is insufficient to pay for the restoration, SAMP shall be responsible for the remaining cost and expense.

Section 10.4 Temporary Taking. If there is a Taking of the temporary use (but not title) of the Leased Property, or any part thereof, this Lease shall, but only to the extent it is commercially reasonable, remain in full force and effect and there shall be no abatement of any amount or sum payable by or other obligation of SAMP hereunder. SAMP shall receive the entire award for any such temporary Taking to the extent it applies to the period prior to the end of the Term (subject to the rights of a Lender) and the City shall receive the balance of the award.

Section 10.5 Determinations. If the Parties cannot agree in respect of any matters to be determined under this Article, a determination shall be requested of the court having jurisdiction over the Taking and, to the extent not reimbursed by the condemnor each party shall bear their own attorneys' fees and expert costs incurred with respect to the determination. If the City is the condemnor, SAMP shall refrain, and waives, attorneys' fees and expert costs for seeking this determination and shall indemnify the City for the same. For purposes of this Article, any personal property taken or condemned shall be deemed to be a part of the Lessee Improvements, and the provisions hereof shall be applicable thereto.

Section 10.6 Payment of Fees and Costs. Except as provided in Section 10.5, all fees and costs incurred in connection with any condemnation proceeding described in Article X shall be paid in accordance with the law governing same, as determined by the court, if appropriate.

ARTICLE XI
QUIET ENJOYMENT AND OWNERSHIP OF IMPROVEMENTS

Section 11.1 Quiet Enjoyment and Liabilities.

(a) The City represents and warrants that SAMP, upon paying the Rent, Additional Rent and other monetary obligations pursuant to this Lease and observing and keeping each and every of the covenants and agreements of this Lease on its part to be kept and performed, shall lawfully and quietly hold, occupy and enjoy the Leased Property during the Term without hindrance or molestation by the City or by any person or persons claiming under the City. The City shall, at its own cost and expense, through the City Attorney's office or other counsel selected by the City in its sole discretion, defend any suits or actions which may be brought upon any such claims.

(b) Except for negligent or more culpable acts or omissions by the City in its proprietary or governmental capacity or breach of its obligations in this Lease, in no event shall the City be liable for, and SAMP hereby expressly waives, any claim for damages of any kind whatsoever associated with the subjects of this Lease, including without limitation, damages for loss of income, revenue, profit or value, and whether such damages are compensatory, consequential, punitive or exemplary. Any liability of the City under this Lease shall only be to the extent permitted by applicable law and subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, as may be amended, which statutory limitations shall be applied as if the Parties had not entered into this Lease.

Section 11.2 Waste. Without limiting or lessening by implication or otherwise any more specific provisions of this Lease, SAMP shall not permit, commit or suffer waste or impairment of the Leased Property, the Leased Property, or any part thereof.

Section 11.3 Maintenance and Operation of Improvements. SAMP shall at all times keep the Leased Property and all parts thereof in Good Condition and Repair and in compliance with the Industry Standards.

Section 11.4 Ownership of Improvements During Lease. Prior to the expiration or termination of this Lease, title to the Lessee Improvements shall not vest in the City by reason of its ownership of fee simple title to the Leased Property, but title to the Lessee Improvements shall remain in SAMP.

Section 11.5 Surrender of Leased Property.

(a) Upon the expiration of the Term, or earlier termination of this Lease if mutually agreed upon or determined by a final order from a court with jurisdiction from which the time for appeal has expired, title to Lessee Improvements which for this purpose shall include all fixtures and personal property or equipment furnished or installed in or associated with the Leased Property and owned or leased by SAMP, which shall be free and clear of all debts, mortgages, encumbrances, liens, and violations of any Governmental Approvals or Environmental Permits, in any material respect, shall automatically pass to, vest in and belong to the City or its successor in ownership and it shall be lawful for the City or its successor in ownership to re- enter and repossess the Leased Property, the Leased Property and Lessee Improvements without process of law; and

(b) Subject to Section 9.l0(b), upon the expiration of the Term, or earlier termination if mutually agreed upon or determined by an final order from a court with jurisdiction from which the time for appeal has expired, SAMP shall leave the Leased Premises and the Lessee Improvements which for this purpose shall include all fixtures and personal property or equipment furnished or installed in or associated with the Leased Property and owned or leased by SAMP, in the state of repair and cleanliness required to be maintained by it during the term of this Lease and shall peaceably surrender the same to the City in full working order, repair and in compliance with all Governmental Approvals, Governmental Requirements, and Environmental Permits.

(c) The Parties covenant that, to confirm the automatic vesting of title as provided in this Section, each will execute and deliver such further assurances and instruments of assignment and conveyance as may be reasonably required by the other for that purpose, including Governmental Approvals and Environmental Permits in all material respects.

(d) SAMP warrants and agrees that upon the expiration of the Term, or earlier termination of this Lease if mutually agreed upon or determined by a final order from a court with jurisdiction from which the time for appeal has expired, title to Lessee Improvements, which for this purpose shall include all fixtures and personal property or equipment furnished or installed in or associated with the Leased Property and owned or leased by SAMP, shall be free and clear of all debts, mortgages, encumbrances, liens, and violations of any Governmental Approvals or Environmental Permits, in any material respect.

(e) Notwithstanding the forgoing, in the event SAMP is entitled to elect, elects, and executes the alternative specified in Section 9.10(b), it is understood that there will be no Lessee Improvements on the Leased Property.

Section 11.6 Parties to Join in Certain Actions. Within thirty (30) days after receiving a written request from SAMP, the City shall join SAMP when required by law in any and all applications for Governmental Approvals as may be commercially reasonably necessary for any improvements to the Leased Property. SAMP shall pay all fees and charges for all such applications.

ARTICLE XII
MAINTENANCE AND MANAGEMENT

Section 12.1 Good Condition and Repair.

(a) The Parties agree that the way in which the Lessee Improvements and the Leased Property are developed, operated and maintained is critically important to the citizens of the City by reason of their interest in having the Leased Property used by City residents and visitors alike, to compliment the water dependent uses of the Marina, and to encourage and permanently sustain private investment in the revitalization of the remainder of the Marina and all of St. Andrews. Therefore, SAMP hereby agrees to develop, operate and maintain the Leased Property and the Lessee Improvements in an operational, well maintained, clean, neat, orderly, safe, fresh, attractive and inviting appearance ("Good Condition and Repair") so that at all times during Term, and at the termination of this Lease by lapse of time or otherwise when the City shall receive the Lessee Improvements (subject to Section 9.l0(b)), the Lessee Improvements and all the other things described above shall be in Good Condition and Repair regardless of whether the necessity or desirability of maintenance, repair, renewal, replacement, or other work shall arise by virtue of wear, tear, age, obsolescence, or defect. These covenants are cumulative to the Marina Standards, although it shall be rebuttably presumed that Good Condition and Repair for the Marina is achieved by SAMP meeting those standards.

(b) The Parties also agree the manner the City operates and maintains property owned or controlled by it around St. Andrews is critically important to the financial success of the Leased Property. Therefore, subject always to its governmental and legislative authority and discretion in fiscal matters, the City agrees to operate and maintain property owned or controlled by St. Andrews and which is visible to the public, especially on and adjacent to the Marina, as nearly as may be practicable to the standards required and maintained by SAMP for the Leased Property.

Section 12.2 Industry Standards.

(a) SAMP covenants and agrees that it shall operate and maintain the Marina and that portion of the Leased Property associated with the Marina in full compliance with the substance and through the process set forth in the Marina Standards and with Governmental Requirements;

(b) SAMP shall not conduct any commercial operations in the Leased Property, or on the Leased Property, whether conducted by SAMP, an Affiliate of SAMP, a Subtenant or licensee, involving any noisy, brightly illuminated, dangerous or obnoxious activities or items of personal property, or the rental or use of vehicles or items of personal property to be used in the City and which in sufficient numbers or frequency of use are noisy, dangerous, distracting, or obnoxious (Collectively herein the "Industry Standards).

Section 12.3. Maintenance and Repair of Marina.

(a) On and after the Possession Date, Lessee shall maintain in Good Condition and Repair the entire Marina and all of the Lessee Improvements, fixtures, equipment and personal property on the Marina, and keep them free from waste or nuisance and Lessee shall be required to replace any Lessee Improvements or portion thereof that have reached the expiration of their useful life during the Lease Term as reasonably determined by Lessee in accordance with sound accounting principles. All utilities serving the docks and slips shall be inspected periodically and maintained by Lessee. Lessee shall arrange for and document a periodic inspection of Marina electrical systems by a licensed electrician. All docks, piers, seawalls and ramps shall be maintained, repaired and replaced in a reasonable manner by Lessee. The following terms shall also apply on and after the Possession Date, unless otherwise provided below:

(i) Lessee further covenants and agrees that it will impose and enforce rules and regulations on holders of Slip Licenses and users of the Marina to help with maintaining and operating the Marina and Lessee Improvements in a first-class manner, which rules and regulations will include, but not be limited to, the following: (a) any Marina local policies promulgated by any Applicable Authorities (b) any petroleum, oil or other Hazardous Substances leaking from the bilge or any other part of a vessel must be cleaned up immediately by the vessel owner or operator in accordance with Hazardous Substances Laws; (c) all watercraft must be in good repair, neat condition and clean; (d) pets must be leashed while on the docks and pet owners are required to clean up after their pets; (e) no open flames are to be allowed on the docks; (f) advertising or soliciting is not permitted except in an area designated for such purpose by Lessee; (g) if storage lockers are permitted under the Slip Licenses, storage lockers must be placed over the wet marina slip or on the slip patio (not in the walkway) and all personal property and equipment must be stored within such storage locker; (h) fishing and cast netting are not permitted from the docks or slips; (i) swimming and diving are not permitted in the waters of the Marina; and (j) any additions or improvements users of the Marina desire to make must first be approved by Lessee including the placement of furniture on any approved decks.

(ii) Additionally, subject the following provisions, beginning on the Project Completion Date, Lessee shall be required to deposit to the Capital Improvement Sinking Fund as provided in Section 12.4 less Excluded Revenues, annually into a capital improvement reserve account at Lessor's designated qualified bank, beginning one (1) year after the Project Completion Date and Lessee must provide Lessor evidence of such deposit in a manner reasonably acceptable to Lessor. Funds in the Capital Improvement Sinking Fund shall be used to maintain, upgrade, repair, and replace the Marina throughout the Lease Term. At the expiration of the Lease Term, Lessee shall deliver the Marina and the Lessee Improvements to Lessor in good condition, subject to normal wear and tear, and any balance remaining in the Capital Improvement Sinking Fund shall be payable to Lessee provided Lessee is not then in default under this Lease.

(iii) On or before the first day of the eleventh (11^{th}) Lease Year and before the first day of each tenth (10^{th}) Lease Year thereafter, the Lessee, at its expense, shall cause an

engineer licensed in the State of Florida perform a physical inspection, including but not limited to all structural components, plumbing, life safety, electrical, heating and air conditioning systems and mechanical equipment, as well as any and all structural trade fixtures, of the Lessee Improvements and any alterations or modifications within the Marina in order to memorialize in a written report (a **"Capital Improvement Report")** relevant useful life and whether replacement and/or capital improvements are needed in order for such improvements to be maintained in accordance with the requirements of this Lease (**"Capital Improvement Requirements").** Lessee shall furnish Lessor with a copy of the report within ninety (90) days of completion. In the event that such engineering report determines that Capital Improvement Requirements are required to be performed, then the Lessee agrees that it shall perform such Capital Improvement Requirements, regardless of the amounts in the Capital Improvement Sinking Fund, within the time parameters recommended in such Capital Improvement Report. A Capital Improvement Report prepared by an engineer licensed in the State of Florida no more than twelve (12) months before the due date herein shall also satisfy the report required under this section.

(b) **Alterations**. Lessee shall not make any major alterations, modifications or additions (**"Subsequent Major Improvements")** to the Marina without the written consent of the City Manager of Lessor, which consent shall not be unreasonably, withheld conditioned or delayed. Subsequent Major Improvements means any alteration or addition to the Marina (whether done as a single project or as a series of projects within a twelve (12) month period) whose cost exceeds fifteen percent (15%) of the Fair Market Value of the Marina. Fair Market Value shall be determined by and based on the most current "as-built" appraisal of the Marina, prepared by an MAI appraiser licensed to perform appraisal services within the State of Florida, obtained from Lessee's leasehold mortgagee, if applicable. In the event the most current appraisal is more than two (2) years old or was prepared prior to the substantial completion of then-existing Lessee Improvements, the Lessor or the Lessee may require a new appraisal and such appraisal shall be certified to the Parties. The cost of such new appraisal shall be borne by the Parties equally. For purposes of this section, neither routine and normal maintenance nor work required under a Capital Improvement Report shall be considered Subsequent Major Improvements. Notwithstanding the foregoing, Lessee shall have the right, from time to time, to make minor additions, alterations and changes to the in or to the Lessee Improvements which do not amount to Subsequent Major Improvements (hereinafter sometimes referred to collectively as "alterations" which term shall, when used in this Section include any replacement or substitution therefor), provided that no Event of Default shall exist by Lessee in the performance of Lessee's covenants or agreements in this Lease, subject, however, to the following:

(i) no structural alterations of the original facade or exterior of the Lessee Improvements shall be commenced except after receipt of Lessor's written approval of such alterations in its proprietary capacity and not in its regulatory capacity, which approval Lessor agrees not to unreasonably withhold and which shall not be granted prior to all necessary approvals by Applicable Authorities;

(ii) no alterations shall be made which would impair the structural soundness of the

Lessee Improvements;

(iii) no alterations shall be undertaken until Lessee has furnished Lessor reasonable evidence that all building permits, licenses and authorizations required by Governmental Regulations and all required consents of Leasehold Mortgagees and the City have been procured. Lessor shall join, but without expense to Lessor, in the application for such permits, licenses or authorizations whenever such action is necessary and is requested by Lessee;

(iv) no alterations shall be made which would be in violation of the terms and provisions of the any exceptions not cured or removed as evidenced in the Title Documents [e.g. applicable deed restrictions];

v) any alterations shall be made within a reasonable time and in a good and workmanlike manner and in substantial compliance with all applicable permits, licenses and authorizations, and building laws and with all other Governmental Regulations;

(c) **Utilities.** Effective as of the Possession Date, Lessee shall be responsible, at its sole cost and expense, for obtaining, connecting, installing, repairing and maintaining all utility lines, connections and facilities at or for the Marina to the Marina's boundary, at which point the City is responsible for providing adequate utilities and ensuring reliably, adequate utility service. Lessee shall pay all charges for cable, heating, air conditioning, water, storm water, sanitation, garbage, electricity, gas, sewer, telephone, internet or any other utility connections, tap-in fees and services furnished to the Marina. Lessor shall in no event be liable or responsible for any cessation or interruption in, or damage caused by, any such utility services.

(d) **Security.** Effective as of the Possession Date, Lessee, at its sole cost and expense shall be responsible for providing security within the Marina that will reasonably ensure the safety of employees, tenants and patrons. At such time, the Lessee shall take appropriate measures to identify potential emergency situations and develop a plan of action to protect the safety and security of employees and patrons. This plan shall address medical, fire, tropical storms, hurricanes, flooding and other emergency situations that threaten the health, safety and welfare of persons, as well as the Marina. All employees are required to be tested periodically to demonstrate their proficiency in handling such situations. The Lessee shall provide an annual written safety and security plan for all operating facilities for the review and approval of the Lessor.

(e) **Duty to Repair in the Event of Act of God.** If pursuant to the terms and conditions herein the Lessee is obligated to repair the Marina after the event of an Act of God, Lessee agrees to expeditiously repair the portions of the Marina damaged by an act of God within the time frame prescribed under any Federal or State executive order declaring a state of emergency under which the Marina is subject. Further, Lessee agrees to comply with all Florida Department of Environmental Protection guidelines and timeframes in order to quickly repair or replace damaged portions of the Marina, including but not limited to docks, boatlifts, bulkheads, and/or other Lessee Improvements, within a reasonably practical time and within the time limits imposed by any executive or emergency order allowing Lessee to repair or replace the damaged portions of the Marina without a requirement to obtain any additional Environmental Permits.

Section 12.4 <u>Capital Improvement Sinking Fund.</u>

(a) To implement the standards expected for maintenance, repair, renewal and replacements required by this Lease, SAMP shall establish and maintain a separate interest-bearing account to be known as the "Capital Improvement Sinking Fund", subject to the provisions of Section 12.3 above relative to initial deposit by Lessee. For each Rental Year by December 15th of the next following Rental Year SAMP shall deposit into the Capital Improvement Sinking Fund an amount equal to the percentage of Gross Revenue for the immediately preceding Rental Year as set forth in the following schedule in to the "Capital Improvement Sinking Fund", respectively:

(i) First annual deposit - one percent (1%).

(ii) Second annual deposit and each year thereafter- two percent (2%).

(b) All amounts remaining in the Capital Improvement Sinking Fund at the close of each Rental Year shall be carried forward and retained until fully used as herein provided.

(i) The Capital Improvement Sinking Fund shall be used by SAMP exclusively to maintain, repair, renovate and upgrade (1) Bulkhead of the Marina once all phases of repair have been completed; (2) Parking Lot; (3) Lessee Improvements; and (4) costs and fees associated with the design, consultants, permitting, items included in the Capital Improvement Report (Sec. 12.3(c)).

(ii) Within one hundred twenty (120) days after the end of each year, SAMP shall provide the City with a written statement of the balance in the Capital Improvement Sinking Fund and the amount and nature expenditures from the Capital Improvement Sinking Fund since the prior, annual statement.

(iii) SAMP grants the City a security interest in the Capital Improvement Sinking Fund to secure SAMP's obligations under this Lease. SAMP shall not grant a security interest in the Capital Improvement Sinking Fund to any other person excepting a Leasehold Mortgagee or Franchisor in compliance with Article VI to whose interests the City agrees to subordinate its lien on the Capital Improvement Sinking Fund.

(iv) SAMP agrees that these provisions, obligations and best practices are intended to retain and maintain at least the asset value and public, economic benefit of the Lessee Improvements and standard of quality created in the Marina at the outset of this Lease.

(v) In addition, commencing with any Permitted Transfer of (i) this Lease and the entire Leased Property, or (ii) the Total Marina to either an Acceptable Tenant or a Default Tenant, and continuing for the remainder of the Term, the Transferee and all subsequent, successor Permitted Transferees shall comply with this section with respect to the portion (that is all of this Lease) of this Lease Transferred.

Section 12.5 <u>Renewal of Capital Improvement Sinking Fund.</u> SAMP may at any time and from time to time elect to remove and dispose of any of the fixtures, furnishings, equipment, decking, pilings, or other similar aspects of the Marina and equipment which have become obsolete or unfit for use or which are no longer useful in the operation of the Leased Property if the fixtures, furnishings, and equipment so removed shall be promptly replaced with other related fixtures, furnishings, and equipment required, useful, or convenient to enable SAMP to operate the Leased Property as well or better than before removal and make the Leased Property as or more attractive

to the public than before the removal.

ARTICLE XIII
TAXES, FEES AND ASSESSMENTS

From and after the Possession Date, Lessee shall pay, before they become delinquent, all sales, use and excise taxes, merchant fees, assessments (whether general, special, ordinary, extra ordinary, foreseen or unforeseen) and other governmental charges and impositions levied or assessed against the assessed value of the real property within the Marina and the Lessee Improvements (including both submerged and upland portions thereof), if any, as well as Lessee's fixtures, equipment and personal property on, attached to, or used in connection with the Marina or any part thereof or related to or arising from the use, occupancy or rents and income derived from the Marina; provided, however, that if any tax is payable in installments, Lessee may also pay in installments, but all such taxes shall be paid in full prior to the expiration of the Lease Term, as extended if applicable. Lessor shall promptly present Lessee with copies of all tax bills received for each Lease Year for which Lessee is expressly responsible. Upon Lessor's written request, Lessee shall deliver to Lessor official receipts that show payment of all charges required under this Article and contained in Lessor's written request. These receipts must be delivered to the place where the Rent payments are to be made. Lessee shall have the right at Lessee's election to protest the levy, assessment or collection of any taxes, assessments, charges or impositions by appropriate legal action, provided that Lessee shall not thereby permit any lien (other than the lien for current taxes not yet due and payable) or judgment for any taxes, assessments, charges or impositions to be filed or enforced against the Demises Premises. On the written request of Lessee, Lessor will join with Lessee in any such protest on the condition that Lessee pay all of the reasonable costs and expenses (including reasonable attorneys' fees and expenses) incurred by Lessor in connection with this joinder. Lessee must give the written notice to Lessor not later than sixty (60) days before the contested taxes would otherwise become delinquent. Lessee must also furnish Lessor with a bond with surety by a surety company qualified to do business in the State of Florida or cash paid into escrow and held by Lessor. The bond or cash must be in an amount equal to the amount of the taxes, claim, charge or assessment together with estimated penalties and interest being contested and must be conditioned upon payment of the taxes, claim, charge or assessment once the validity has been determined. Excluding rent due under Article VI, of this Lease, all other payments that Lessee is obligated to make under this Lease shall be deemed "Additional Rent." Real estate taxes and assessments, and any other governmental charges in the nature of such taxes, shall be prorated between the Parties as of the Project Completion Date in a fair and equitable manner consistent with customary practice for real estate transactions in Bay County, Florida.

ARTICLE XIV
MISCELLANEOUS PROVISIONS

Section 14.1 No Partnership or Joint Venture. It is mutually understood and agreed that nothing contained in this Lease is intended or shall be construed in any manner or under any circumstances whatsoever as creating or establishing the relationship of co-partners, or creating or establishing the relationship of a joint venture between the Parties, or as constituting SAMP as the agent or representative of the City for any purpose or in any manner whatsoever.

Section 14.2 Recording, Documentary Stamps. This Lease or a memorandum of this Lease in form mutually satisfactory to the Parties, may be recorded by either party among the Public Records of Bay County, Florida and the cost of any such recordation, the cost of any documentary stamps which legally must be attached to any or all of said documents shall be paid in equal parts by SAMP and the City. The Parties shall cooperate in structuring the transactions contemplated hereby in such a manner as to reduce such costs, provided such structure shall not have any adverse consequence for the City.

Section 14.3 Florida and Local Laws Prevail; Venue.

(a) This Lease shall be governed by the laws of the State of Florida. This Lease is subject to and shall comply with the Charter of the City as the same is in existence as of the execution of this Lease and the ordinances now existing or hereafter adopted by the City. Any conflicts between this Lease and the City Charter and ordinances shall be resolved in favor of the latter; provided, that such provision of the City Charter or ordinance was not adopted with the intent to change a provision of this Lease. If any term, covenant, or condition of this Lease or the application thereof to any person or circumstances shall to any extent, be illegal, invalid, or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity or becomes unenforceable because of judicial construction, the remaining terms, covenants and conditions of this Lease, or application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

(b) Exclusive jurisdiction and venue to try any issue arising under or associated with this Lease shall be in the 14th Judicial Circuit, in and for Bay County, Florida, and all other jurisdictions and venues are waived to the fullest extent permitted by law.

Section 14.4 Conflicts of Interest: City Representatives not Individually Liable. No member, official, representative, or employee of the City shall have any personal interest, direct or indirect, in this Lease, nor shall any such member, official, representative or employee participate in any decision relating to this Lease which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. No member, official, elected representative or employee of the City shall be personally liable to SAMP or any successor in interest in the event of any default or breach by the City or for any amount which may become due to SAMP or successor or on any obligations under the terms of the Lease.

Section 14.5 Notice. A notice or communication, under this Lease by the City, on the one hand, to SAMP, or, on the other, by SAMP to the City shall be sufficiently given or delivered if dispatched by hand delivery, or by nationally recognized overnight courier providing receipts, or by registered or certified mail, postage prepaid, return receipt requested to:

AS TO LESSOR: City Hall
Attn: City Manager
501 Harrison Avenue
Panama City, FL 32401

WITH A COPY TO: Nevin J. Zimmerman, Esq.
Burke Blue P.A.
221 McKenzie Avenue
Panama City, FL 32401

AS TO SAMP: Justin Gorman
1944 Frankford Ave.
Panama City, FL 32405

Donnie Coker
706 Iowa Ave.
Lynn Haven, FL 32444

WITH A COPY TO: William G. Harrison, Jr., Esq.
Harrison Rivard & Duncan
101 Harrison Avenue
Panama City, FL 32401

or if such notice is addressed in such other way in respect to any of the foregoing parties as that party may, from time to time, designate in writing, dispatched as provided in this Section 14.5.

Section 14.6 Estoppel Certificates. The Parties shall, within thirty (30) days after written request by the other, execute, acknowledge and deliver to the party which has requested the same or to any actual or prospective Lender, a certificate stating that:

(a) this Lease is in full force and effect and has not been modified, supplemented or amended in any way, or, if there have been modifications, the Lease is in full force and effect as modified, identifying such modification agreement, and if the Lease is not in force and effect, the certificate shall so state;

(b) this Lease as modified represents the entire agreement between the Parties as to this subject matter, or, if it does not, the certificate shall so state;

(c) the dates on which the Term of this Lease commenced and will terminate;

(d) to the knowledge of the certifying party all conditions under the Lease to be performed up to that date by the City or SAMP, as the case may be, have been performed or satisfied and, as of the date of such certificate, there are no existing defaults, defenses or offsets which the City or SAMP, as the case may be, has against the enforcement of the Lease by the other party, or, if such conditions have not been satisfied or if there are any defaults, defenses or offsets, the certificate shall so state;

(e) to the knowledge of the certifying party there exist no circumstance which, with the passing of time or the giving of notice or both, would constitute a breach or Event of Default under this Lease; and

(f) the Rent due and payable for the year in which such certificate is delivered has been paid in full, or, if it has not been paid, the certificate shall so state.

The party to whom any such certificate shall be issued may rely on the matters therein set forth; however, in delivering such certificate neither SAMP nor the City (nor any individual signing such certificate on such party's behalf) shall be liable for the accuracy of the statements made therein, but rather the City or SAMP, as applicable, shall be estopped from denying the veracity or accuracy of the same. Any certificate required to be made by the City or SAMP pursuant to this paragraph shall be deemed to have been made by the City or SAMP (as the case may be) and not by the person signing same.

Section 14.7 Reserved.

Section 14.8 Titles of Articles and Sections. Any titles of the several parts, Articles and Sections of this Lease are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 14.9 Counterparts. This Lease may be executed in counterparts, each of which shall be deemed an original. Any such counterparts shall constitute one and the same instrument. This Lease shall become effective only upon execution and delivery of this Lease by the Parties hereto.

Section 14.10 Successors and Assigns. Except as to the extent limited elsewhere in this Lease, all of the covenants, conditions, and obligations contained in this Lease shall be binding upon and inure to the benefit of initial or successor Permitted Transferees. All of the covenants, conditions, and obligations contained in this Lease shall be binding upon and inure to the benefit of the successors and assigns of the City.

Section 14.11 Entire Agreement. This Lease and its Exhibits constitute the sole and only agreement of the Parties hereto with respect to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Lease are of no force or effect and are merged into this Lease.

Section 14.12 Amendments. No amendments to this Lease shall be binding on either party unless in writing and signed by both parties.

Section 14.13 Non-Subordination of City's Interest. Except as specifically provided in Article VI, the City's fee interest in and ownership of the Leased Property and the City's rights and interest in this Lease (including without limitation, the rights to Rents, additional Rents, Public Charges and other monetary obligations of SAMP to the City under this Lease) shall not be subject or subordinate to or encumbered by any financing for the Leased Property or lien or encumbrances affecting SAMP's interest in this Lease or SAMP's Improvements or by any acts or omissions of SAMP or any sublessee hereunder. In this regard, the Rents, additional Rents and other monetary obligations of SAMP to the City under this Lease then payable at any point in time during the Term shall be paid by SAMP to the City and shall be superior in right to all claims or rights hereunder or described above in this Section including without limitation, all Leased Property operating expenses, the payment of debt service, and any distributions of profits to SAMP or any of its Affiliates or owners.

Section 14.14 Authorization and Approvals by the Parties. All requests for action, approval or consent by the City shall be sent to the City Manager with a copy to the City Attorney for decision as to who within the City, including the City Commission, must act or approve the matter on behalf of the City. Pursuant to the Charter of the City establishing the City Manager form of government for the City and other applicable law including its inherent, home rule authority, the Governing Body hereby designates and delegates to the City Manager to the fullest extent permitted by law the authority alone to decide and act upon all requests from SAMP for action, approval or consent required, permitted or convenient under this Lease. SAMP shall be entitled to rely upon the opinion of the City Attorney that the City's response is authorized and binding for all purposes associated with this Lease. Nothing herein shall preclude the City Manager, in his or her discretion, from referring to the Governing Body any request from SAMP. Conversely, SAMP shall be entitled to seek reconsideration by the Governing Body of the City Manager's denial, in whole or in part, of any request by filing with the City Clerk within ten (10) business days after receipt of the denial a request for reconsideration containing the request and the City Manager's response and any additional information it may desire. Finally, nothing herein shall preclude SAMP from submitting any such request directly to the Governing Body who shall then, in its discretion, determine how the request should be handled.

Section 14.15 Prevailing Party's Attorneys' Fees. Except where expressly stated otherwise in this Lease, in the event either party shall institute legal proceedings in connection with, or for the enforcement of, this Lease, the prevailing party shall be entitled to recover its costs of suit, including without limitation, commercially reasonable attorneys' fees, at both trial and appellate levels.

Section 14.16 Holidays. It is hereby agreed that whenever a notice or performance under the terms of this Lease is to be made or given on a Saturday or Sunday or on a legal holiday recognized by the City, it shall be postponed to the next following business day, not a Saturday, Sunday or legal holiday.

Section 14.17 No Brokers. Each party represents and warrants to the other that no real estate broker or other person was involved in the procurement of this lease for a fee or other consideration. SAMP shall be responsible for, and shall hold the City harmless with respect to, the payment of any commission claimed by or owed to any real estate broker or other person retained by SAMP and which is entitled to a commission as a result of the execution and delivery of this Lease. The City similarly shall be responsible for, and shall hold SAMP harmless with respect to, the payment of any commission claimed by or owed to any real estate broker or other person retained by the City and which is entitled to a commission as a result of the execution and delivery of this Lease.

Section 14.18 No Liability for Approvals and Inspections. No approval to be made by the City in its proprietary capacity as landlord under this Lease, or any inspection of the Work or the Leased Property by the City in its governmental capacity under applicable building, life safety, or other codes, laws and regulations, shall render the City liable for its failure to discover any defects or nonconformance with any Governmental Requirement, or prevent the City from enforcing a Government Requirement.

Section 14.19 Radon. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county public health unit for Bay County. SAMP shall be solely responsible for all testing, monitoring, abatement, removal, and control of radon and adverse Environmental Condition due to, arising from, or related in any way to the presence or accumulation of radon in and on the Leased Property and any building on the Leased Property.

Section 14.20 SAMP Entity. SAMP represents, warrants and covenants that (a) it is and will remain a Florida limited liability company; (b) it is and will remain organized as a perpetual, Single Purpose Entity. SAMP agrees that during the Term of this Lease it will not take, permit or assist in any action that results in SAMP not being controlled by SAMP because the City's willingness to enter this Lease is completely dependent upon SAMP's reputation, resources, local holdings and commitments, and experience.

Section 14.21 Inflation Adjustments. All adjustments for inflation required under this Lease shall be calculated utilizing the United States Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers; U.S. City average (1982-84=100). If the United States Department of Labor should no longer compile and publish this index, the most similar index compiled and published by said Department or any other branch or department of the federal government shall be used for the purpose of computing the inflation adjustments provided for in this Lease. If no such index is compiled or published by any branch or department of the federal government, the statistics reflecting cost of living increases as compiled by any institution or organization or individual designated by the City and generally recognized as an authority by financial or insurance institutions shall be used as a basis for such adjustments.

Section 14.22 Standard of Conduct. The implied covenant of good faith and fair dealing under Florida law is expressly adopted.

ARTICLE XV
LEASE EXTENSION and CITY OPTION TO PURCHASE

Section 15.1. Extension of the Term.

(a) Intent. The City recognizes that SAMP will be investing capital into the Leased Property throughout the Term to meet its obligations during the Term to operate and maintain the Marina in compliance with the Marina Standards and the Governmental Requirements, as appropriate, and that such re-investment of capital will provide economic and social benefits to St. Andrews and the citizens of the City.

(b) The City acknowledges that in return for such a necessary and ongoing investment, SAMP may desire an extension of the Term. Whenever SAMP is considering a significant Marina capital investment beyond the construction of 159 wet slips, SAMP may request an extension to the Term commensurate with SAMP’s proposed additional investment and a

commercially reasonable time to get a return on their additional investment. The Parties acknowledge in order to attract continual investment in the Marina, the Parties do not want the limited Term to deter SAMP's additional substantial investments.

(c) Additionally, in consideration of SAMP entering this lease and rebuilding the Marina, the City desires to give SAMP the option to request, and in the City's discretion for SAMP to receive from the City, an extension to the Term for such period and on such terms as the Parties may mutually agree. If SAMP desires to extend the Term, it may deliver written notice (the "Extension Offer") to the City (1) no sooner than three (3) nor less than two (2) years prior to the end of the original Term or (2) upon proposal of SAMP's additional investment. The Extension Offer must state that SAMP is prepared, willing and able to extend the Term for a specified period of time and on the terms set forth in such notice. Once given, SAMP may not withdraw its Extension Offer without the City's written consent. If the Extension Offer is accepted by the City, the Term shall be extended as set forth in the Extension Offer.

(d) The City in its sole discretion shall formally accept or reject any Extension Offer within ninety (90) days from and after its receipt. Failure to accept or reject during that period shall be conclusively deemed a rejection.

(e) Provided that no SAMP Event of Default shall be continuing for so long as the City is in receipt of a timely delivered and unrejected Extension Offer, the City shall make no agreement with a third party which would preclude or impair its ability to grant SAMP an extension to the Term.

Section 15.2. <u>City Option to Purchase Lease.</u>

(a) The City reserves the option to purchase back from SAMP this Lease and the Lessee Improvements which for this purpose shall include all Lessee Improvements, fixtures and personal property or equipment furnished or installed in or associated with the Leased Property and owned or leased by SAMP, which shall be, or as part of the purchase closing become, free and clear of all debts, mortgages, encumbrances, liens, and violations of any Governmental Approvals or Environmental Permits, in any material respect, all at the times and upon the terms following.

(b) This option may be exercised by the City's delivery of written notice of exercise to SAMP under any of the circumstances and times listed below specifying a closing date during the respective period listed below:

(i) At any time after four (4) months have passed following (1) the filing of an action to foreclose any Leasehold Mortgage, or other proceeding in the nature thereof, or (2) the filing of a voluntary or involuntary bankruptcy by or against SAMP, or other proceeding or assignment in the nature thereof, which foreclosure action, bankruptcy, proceeding, or assignment is not dismissed or dissolved within that four (4) month period, specifying a closing date that is no more than sixty (60) days after the delivery of the notice.

(ii) At any time after entry of a final judgment foreclosing any interest of SAMP in this Lease without option of further appeal as of right, but no later than five o'clock PM (5:00 PM) local time on the third (3rd) Business Day after sale at the foreclosure auction, specifying a closing date that is no less than thirty (30) or more than sixty (60) days after the delivery of the notice.

(iii) At any time within 60 days after a Default Tenant has accepted a Deed in Lieu of Foreclosure from SAMP permitted under this Lease and given the City written notice of that Transfer, specifying a closing date that is not less than sixty (60) or more than ninety (90) days after the delivery of the notice.

(iv) At any time after ten (10) years have passed following a Permitted Transfer of this Lease to an Acceptable Tenant or to a Default Tenant, specifying a closing date that is not less than six (6) or more than nine (9) months after the delivery of the notice; provided, that, the City shall not exercise its option pursuant to this Section 15(b)(iv) unless such action has been approved by not less than four of the five members of the City Commission.

(v) At any time after the first consecutive fifteen (15) years have passed and there has been a Permitted Transfer to an Acceptable Tenant or to a Default Tenant, specifying a date that is no less than six (6) or more than nine (9) months after the delivery of the notice.

(c) The purchase price shall be paid at closing in readily available funds.

(d) If the Parties cannot agree upon a purchase price, the purchase price shall be equal to the greater of (i) the appraised value of the leasehold as of the date the City gives notice of intent to purchase determined as agreed in Section 15.3 (the "Appraised Value"), or (ii) the sum of any outstanding, non-delinquent principal and interest thereon secured by a Leasehold Mortgage permitted by this Lease plus the Appraised Value but not exceeding one-hundred-ten percent (110%) of the Appraised Value; provided, that, if the City exercises its option pursuant to Section 15(b)(iv), in recognition of the potential loss of value to the Acceptable Tenant or Default Tenant, as the case may be, the purchase price determined in this Section 15(d) shall be increased by the amount equal to the percentage set forth in the table below multiplied by the amount determined pursuant to (i) or (ii), as the case may be. For example, if the City exercises its option pursuant to Section 15(b)(iv) in Year 12 following a Permitted Transfer and the purchase price determined pursuant to this Section 15(d) is $20,000,000, the purchase price payable to the Acceptable Tenant or Default Tenant, as the case may be, shall be equal to $20,000,000 + ($20,000,000 X 4%) = $20,800,000.

(e) Within forty-five (45) days of delivery to the Parties of a final appraisal report required by Section 15.3, the City may withdraw the exercise of this option and, if so, shall not be entitled to close a new exercise of this option for a period of five (5) years after the withdrawal.

(f) At closing, SAMP shall deliver possession of the Leased Property and the Lessee Improvements to the City and assign, convey, and surrender to the City free and unencumbered title to its leasehold interests and the Lessee Improvements and warrant to defend the City against any claim arising by, though, or under SAMP.

(g) Additionally, the Parties covenant that, to close the purchase as provided in this paragraph, each will execute and deliver such commercially reasonable documents as the City shall prepare.

(h) Each party shall bear their own attorney's fees and costs incurred to close the purchase, and share all taxes, fees, and recording costs imposed upon the transaction equally. Ad valorem taxes for the current year shall be prorated as of closing.

Section 15.3. <u>Appraisal Procedure and Valuation Methodology.</u> Appraised Value shall be determined as follows:

(a) The Parties may agree upon an appraiser to serve at joint expense to determine Appraised Value, or

(b) The Parties shall each appoint an appraiser at their respective expense qualified as described in Section 15.3, those two shall select a third appraiser so qualified to serve at joint expense, and the appraised value shall be the value selected by the one of the two appraisers that is closest, on a dollar basis, to the fair market value selected by the third appraiser. If SAMP fails or refuses to appoint an appraiser within ten (10) Business Days after receipt of written notice of the City's appointment, the appraised value of this Lease shall be determined solely by the appraiser appointed by the City.

(c) Appraised Value shall be determined using the following methodology and no other. Appraisal of value shall rely upon the following income approach that determines market value to be the most probable price which SAMP's leasehold interest in the Leased Property should bring in an a competitive and open market in an arm's length transaction between a willing and able buyer and seller under no compulsion to sell, such buyer and seller being apprised of and considering all relevant facts, circumstances and factors, including the historical and projected future earnings of the Leased Property and the value of all real property and personal property located on the Leased Property; and the costs and expenses associated with the continued operation of the Leased Property and all indebtedness for borrowed money owed by SAMP related to the Leased Property.

(d) Any appraiser selected by the City or SAMP shall be an independent third-party appraiser nationally recognized as having demonstrated experience and expertise in the appraisal of Marina properties similar to the Leased Property and having the availability and capacity to determine Appraised Value.

IN WITNESS WHEREOF, the City has caused this Lease Agreement to be executed in its name by its Manager and Mayor as of the day and year first above written, whose execution has been duly attested by its Clerk, and the form and sufficiency of which has been approved by the City Attorney.

Signed, sealed and delivered in the presence of:

Brandy Waldron
Witness #1 Signature

Brandy Waldron
Witness #1 Printed Name

Witness #2 Signature

Jonathan H. Hayes
Witness #2 Printed Name

THE CITY OF PANAMA CITY,
a Florida municipal corporation

By: Michael X Rohan Sr
Name: Michael X Rohan, Sr.
Title: Mayor
Date: May 14, 2024

Attested by:

Jan Smith, City Clerk-Treasurer

Approved as to Form and Correctness:

Nevin J. Zimmerman, City Attorney
Burke Blue P.A.

IN WITNESS WHEREOF, SAMP has caused this Lease Agreement to be executed in its name by its President as of the day and year first above written., whose execution has been duly attested by its Secretary, and the form and sufficiency of which has been approved by its General Counsel.

Signed, sealed and delivered in the presence of:

Witness #1 Signature

Witness #1 Printed Name

Witness #2 Signature

Witness #2 Printed Name

ST. ANDREW MARINA PARTNERS, LLC,
A Florida limited liability company

By:
Name: Donald Coker, Manager
Date: 6/17/24

By:
Name: Cooper Harrison, Manager
Date: 6/17/24

EXHIBIT "A"

LEASE BOUNDARY and LEGAL DESCRIPTION OF LEASED PROPERTY

LEASE BOUNDARY

LEGAL DESCRIPTIONS

Parcel 1: "St. Andrews Marina"

Commence at the intersection of the West right-of-way line of Bayview Avenue with the South right-of-way line of 10th Street, according to Plat of Ware Estates as per Plat thereof recorded in Plat Book 4, Page 45 of the Public Records of Bay County, Florida; thence West along the Westerly extension of the South right-of-way line of 10th Street, 25.00 feet to the mean high water line as existed in 1957; thence continue West, 681.50 feet; thence North, parallel with the West right-of-way line of said Bayview Avenue, 736.50 feet; thence East, parallel with the South right-of-way line of said 10th Street 138.70 feet; thence South parallel with the West right-of-way line of Bayview Avenue, 598,10 feet; thence East parallel with the South right-of-way line of said 10th Street, 535.40 feet to the said mean high water line; thence Southerly along said mean high water line a distance of 138.60 feet to the Point of Beginning. Containing 4.149 acres, more or less, lying in Section 1, Township 4 south, Range 15 West.

LESS AND EXCEPT any of the above described lands which are or may hereafter become located waterward of the line of mean high water of St. Andrews Bay, it being the express intent of the Granter to retain and reserve such lands within the sovereign ownership of the State of Florida.

Source: Original Deed: Book 1349 Page 326, Official Records of Bay County, Florida

Corrective Deed: Book 3579 Page 1655, Official Records of Bay County, Florida

Parcel 2: <u>Sovereignty Submerged Land Lease Parcel</u>

Commencing at the intersection of the west right-of-way boundary of Bayview Avenue, which is the Basis of Bearings (North 00°00'00" East) and the south right-of-way boundary of 10th Street; intersection being South 89°58'16" West of the Northwest corner of Lot 48, Block "3", of WARE ESTATE, a subdivision lying in Section 1, Township 4 South, Range 15 West, as recorded in Plat Book 4, Page 45, of the Public Records of Bay County, Florida; thence South 89°58'16" West, along the westerly extension of the south right-of-way boundary of 10th Street, a distance of 720.00 feet, into the waters of St. Andrew Bay, to the southwest corner of the existing Sovereignty Submerged Lands Lease as recorded in Official Records Book 1938, Page 1353 and the Point of Beginning. From said Point of Beginning, continue South 89°58'16" West, along the westerly extension of the south right-of-way boundary of 10th Street, a distance of 45.00 feet; thence North 00°00'00" East a distance of 750.00 feet; thence North 89°58'16" East a distance of 45.00 feet to the northwest corner of the said existing Sovereignty Submerged Lands Lease; thence South 00°00'00" West, along said existing Sovereignty Submerged Lands Lease, a distance of 750.00 feet to the Point of Beginning. The above described area covers 33,750 square feet or 0.775 of an acre and is west of and adjacent to the existing lease area of 340,188 square feet or 7.81 acres for a total combined area of 373,938 square feet or 8.584 acres.

(Source: Board of Trustees of the Internal Improvement Trust Fund of the State of Florida Submerged Land Lease No. 030022651, February 22, 2013, as recorded in Book 3521 Page 234, Official Records of Bay County, Florida)

EXHIBIT “B”

APPROVED PLANS

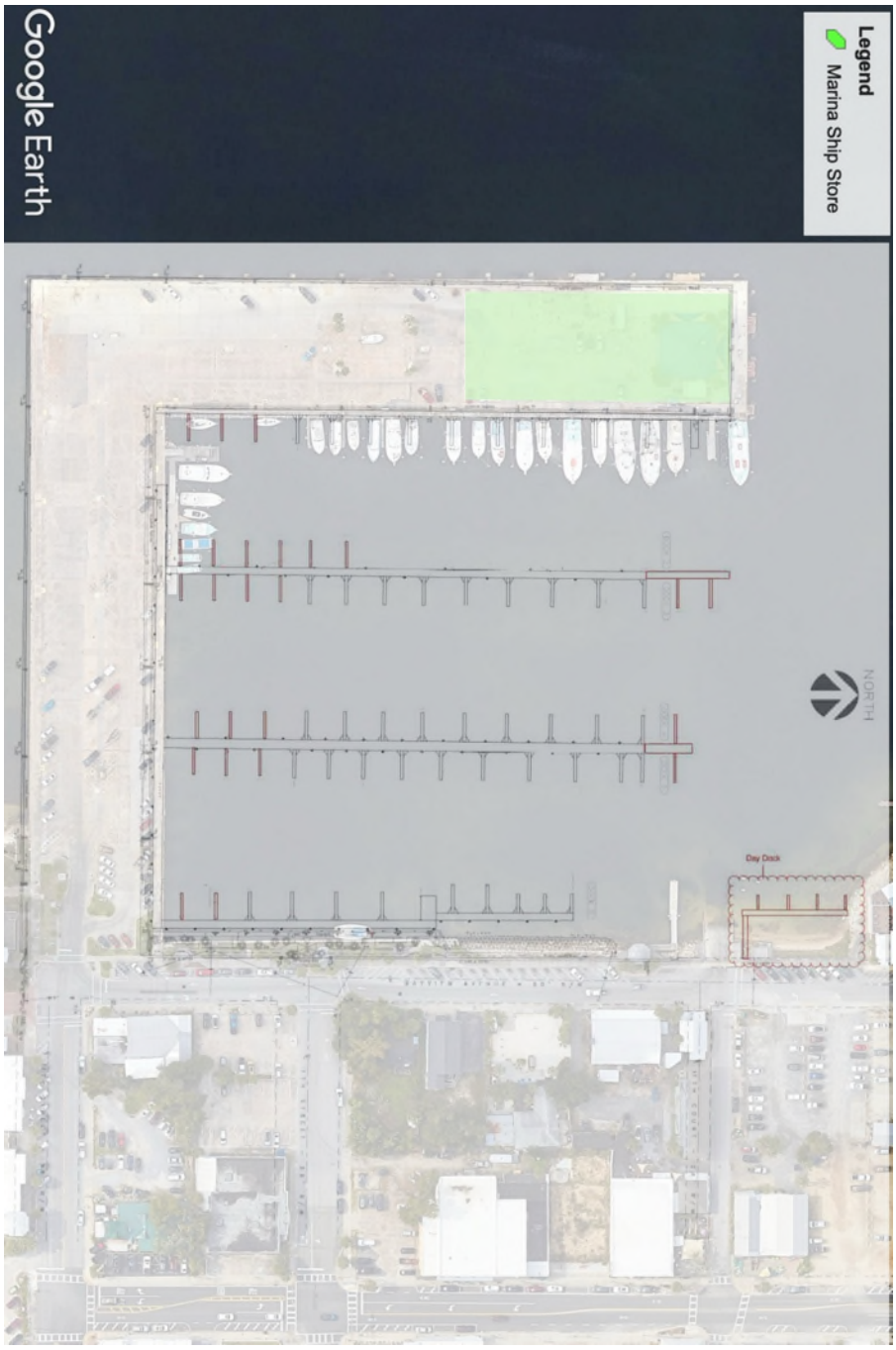

EXHIBIT "C"

ACCEPTABLE TENANT DEFINITION

A. "Acceptable Tenant" means any individual, corporation or other entity which has, at a minimum, the following qualifications (collectively, the "Acceptable Tenant Criteria"):

1. The Proposed New Tenant must possess the qualifications, experience, good reputation and financial resources necessary for the operation of the Leased Property, according to this Lease, in a manner consistent with the quality, reputation and economic viability of the Leased Property, each as determined in the good faith, commercially reasonable discretion of the City.
2. There shall be no outstanding material violations of any Governmental Requirement against the Proposed New Tenant, or any other property owned or managed by such Proposed New Tenant, or an Affiliate of such Proposed New Tenant which have remained uncured for more than ninety (90) days.
3. The Proposed New Tenant must not be owned or controlled by entities or individuals who have been convicted, or are presently under indictment, for felonies under the laws of any foreign or United States of America jurisdiction.
4. The Proposed New Tenant must not (nor any of the individuals or entities who own at least a ten (10%) percent equity interest in the Proposed New Tenant or are officers, directors, managers or otherwise have the power to direct and control the business and affairs of the Proposed New Tenant) have filed or been discharged from bankruptcy, or have been the subject of an involuntary bankruptcy, reorganization or insolvency proceedings within the past five (5) years (bankruptcy filings by affiliates shall not disqualify a Proposed New Tenant, unless such affiliates are any of the individuals or entities described in the parenthetical immediately above).
5. The Proposed New Tenant must not in its charter or organizational documents (defined as the articles of incorporation and bylaws for any corporation, the partnership agreement and partnership certificate for any partnership, the trust agreement for any trust, the operating agreement of any limited liability company) expressly advocate or have as its stated purpose: (a) the violent overthrow of or armed resistance against, the U.S. government; or (b) genocide or violence against any persons; or (c) discrimination, hatred or animosity toward persons based solely on their race, creed, color, sex or national origin.

B. Evaluation of the "Acceptable Tenant Criteria": Solely for the purpose of evaluating whether the Proposed New Tenant meets the five (5) criteria set forth above, it, he or she shall provide the following information to SAMP which shall provide a copy to be reviewed by the City:

1. The identity of the Proposed New Tenant.
2. Copies of any current operating licenses held by the Proposed New Tenant issued by any governmental authority.
3. Resumes of the Proposed New Tenant, senior executives, and other key employees.
4. The organizational documents of the Proposed New Tenant and governmental certification of good standing.
5. Information sufficient for the City to perform a permitted background check.
6. Financial statements reflecting the Proposed New Tenant's financial ability to meet the obligations and requirements involved in the Transfer.
7. A list of all bankruptcies filed by or which the Proposed New Tenant, or an Affiliate of the Proposed New Tenant, was a party-bankrupt, if any.
8. A list of all pending litigation, liens or claims in which the Proposed New Tenant is currently involved.
9. A list of four (4) persons or firms with whom Proposed New Tenant has conducted business transactions during the past three (3) years. At least two (2) of those references must have knowledge of the Proposed New Tenant's debt payment history.

10. Such other evidence as is commercially reasonably necessary to establish that the new entity proposed to be an Acceptable Tenant meets the Acceptable Tenant Criteria.

C. Approval Process: The City will not unreasonably withhold, condition or delay its consent if the Proposed New Tenant meets the Acceptable Tenant Criteria.

1. SAMP shall initiate the process by delivering written notice to the City proposing an Acceptable Tenant accompanied by the evaluation information specified above.
2. The City shall have forty-five (45) days after all the information requested is received to determine whether, on a commercially reasonable basis, the Proposed New Tenant meets the Acceptable Tenant Criteria or whether additional information is needed.
3. If the City notifies SAMP, in writing, within such forty-five (45)-day period, that the information submitted is, on a commercially reasonable basis, incomplete or insufficient (and specifies in what ways it is incomplete or insufficient), then SAMP shall supplement such information on a commercially reasonable basis, and the City shall have thirty (30) days after such supplemental information is provided to make its determination whether the Proposed New Tenant meets the Acceptable Tenant Criteria.
4. If the City disapproves the Proposed New Tenant, the City shall provide to Developer specific written, commercially reasonable reasons for such disapproval. The City's failure to timely object to the Proposed New Tenant as specified above shall be deemed to be the approval by the City of the Proposed New Tenant as an Acceptable Tenant.
5. Any entity approved as an Acceptable Tenant must meet the Acceptable Tenant Criteria throughout its service as an Acceptable Tenant hereunder unless certain of said qualifications were waived by the City, in writing, at the time of original approval.
6. No approval by the City of a Proposed New Tenant as an Acceptable Tenant or its meeting of the Acceptable Tenant Criteria shall have the effect of waiving or estopping the City from later claiming that an approved Acceptable Tenant is in violation of any agreement for which the Acceptable Tenant is responsible.

D. Dispute Resolution: If there is any dispute, in whole or in part, between the Parties over the provisions of this **Exhibit "C",** the qualifications of the Proposed New Tenant, or whether the Proposed New Tenant meets the Acceptable Tenant Criteria, it shall be resolved in Bay County, Florida, using the then-applicable Commercial Arbitration rules of the American Arbitration Association, except that, in any event, there shall be three (3) arbitrators. They shall be the last three (3) people left on a list, after the Parties alternate striking names, provided by the American Arbitration Association. The party that shall strike first shall be determined by lot. The list shall contain the names of twenty-one (21) people with substantial experience in marina projects. All costs of Arbitration shall be borne equally by the Parties. Each party shall be responsible for its own attorneys' and consultants' fees, if any. The dispute shall be solely between the Parties. No Proposed New Tenant shall have any rights in this process, shall not be considered a third-party beneficiary, and shall have no standing to participate in the resolution of any dispute other than as a fact witness subject to cross-examination.

EXHIBIT "D"

Phase 1: Docks 2, 3, 4, and 5 (50 Slips)

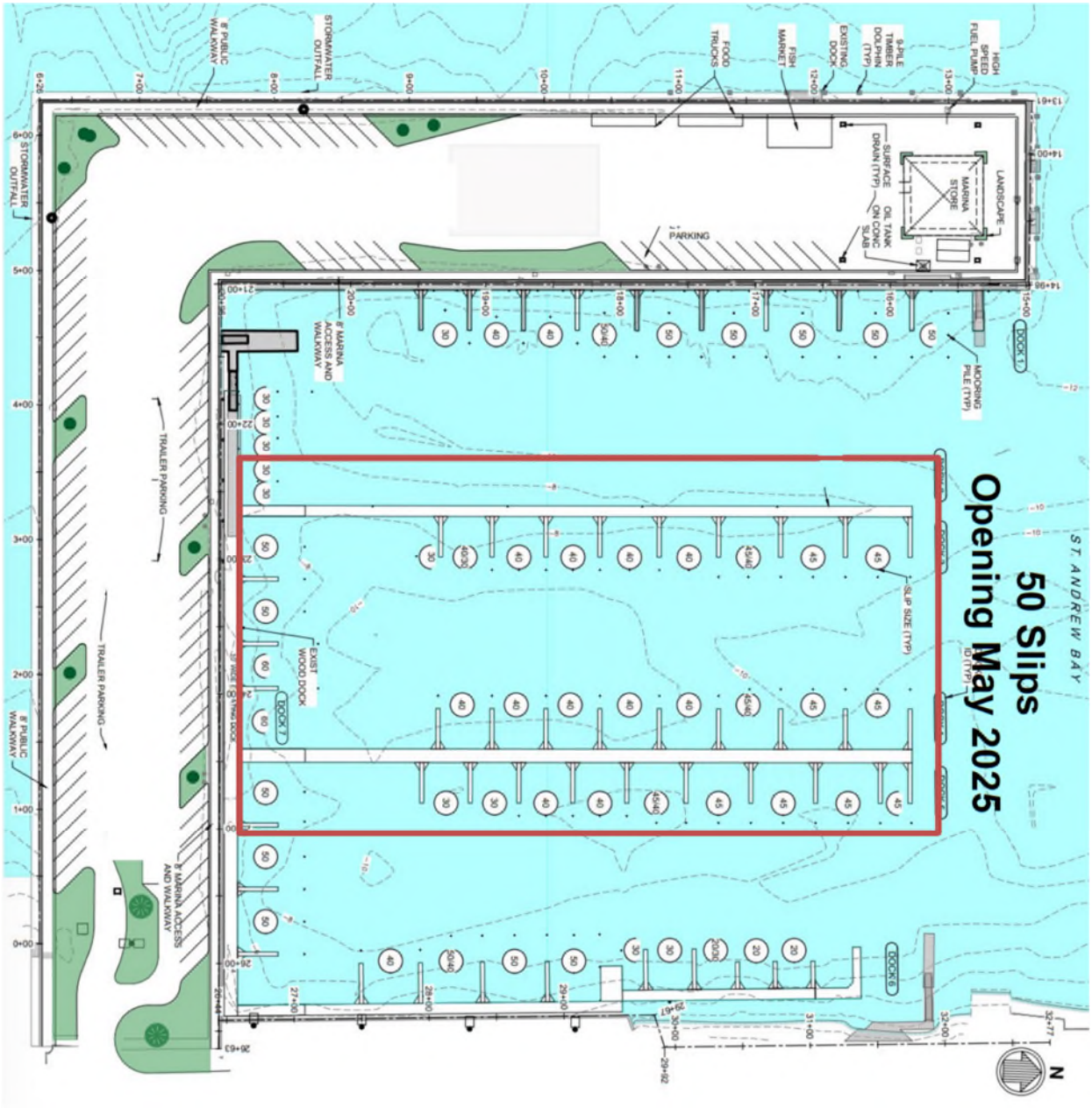

EXHIBIT "E"

Phase 2: Dock 1 Demolition, Interior Bulkhead Repair, Dock 1 (28 Slips) Replacement

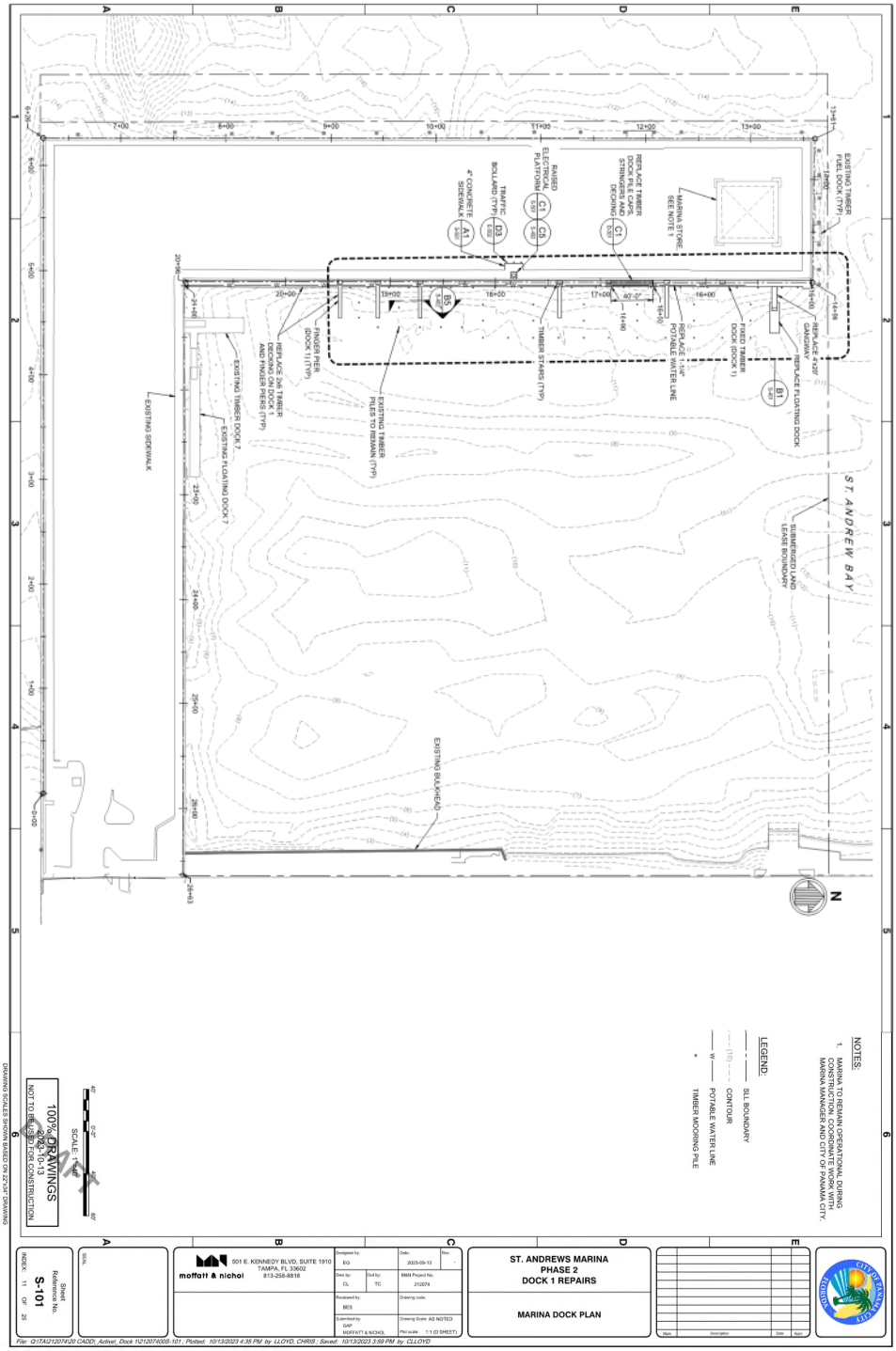

EXHIBIT "F"

Phase 3: Docks 6 and 7, Day Dock, Remaining Slips (87 Slips)

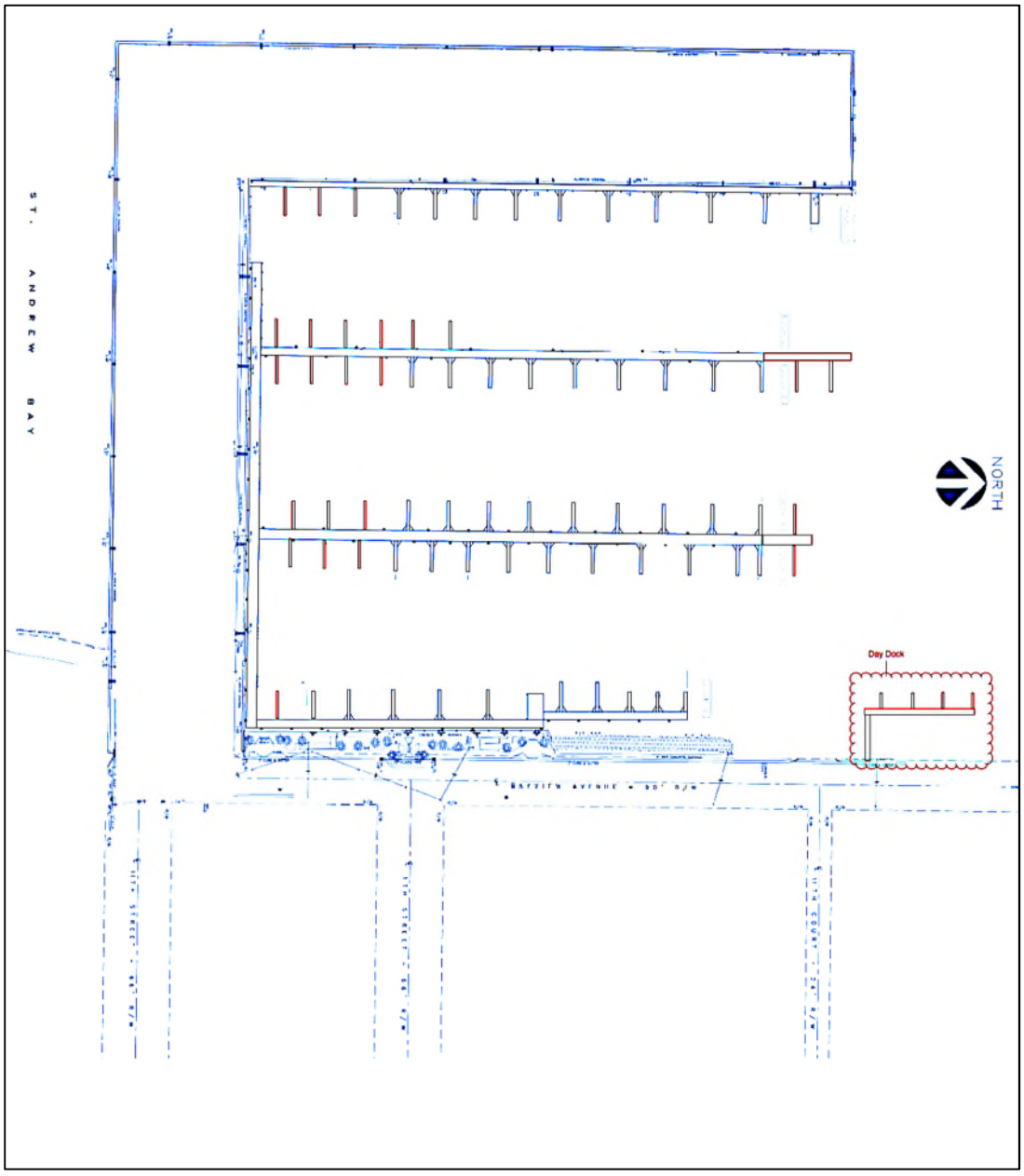

EXHIBIT "G"

Cost Plus Contract

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

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

and the Contractor:
(Name, legal status, address and other information)

«St. Andrew Marina Partners, LLC. »« »
« »
« »
« »

for the following Project:
(Name, location and detailed description)

« St Andrew Marina Bulkhead Repair »
« »
« »

The Architect:
(Name, legal status, address and other information)

«N/A »« »
« »
« »
« »

The Owner and Contractor agree as follows.

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 RELATIONSHIP OF THE PARTIES

4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

5 CONTRACT SUM

6 CHANGES IN THE WORK

7 COSTS TO BE REIMBURSED

8 COSTS NOT TO BE REIMBURSED

9 DISCOUNTS, REBATES AND REFUNDS

10 SUBCONTRACTS AND OTHER AGREEMENTS

11 ACCOUNTING RECORDS

12 PAYMENTS

13 DISPUTE RESOLUTION

14 TERMINATION OR SUSPENSION

15 MISCELLANEOUS PROVISIONS

16 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 16.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others. Those portions of that certain Ground Lease dated May ___, 2024 between SAMP and the City of Panama City, Florida which are applicable to this Contract are incorporated herein by reference.

ARTICLE 3 RELATIONSHIP OF THE PARTIES

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 4

DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 4.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[« »] The date of this Agreement.

[« »] A date set forth in a notice to proceed issued by the Owner.

[« X »] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

« Pursuant to the date established in that certain Ground Lease dated May ___, 2024, between SAMP and The City of Panama City. »

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 4.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 4.3 Substantial Completion
§ 4.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[« »] Not later than » («») calendar days from the date of commencement of the Work.

[« X »] By the following date: « October 1, 2029»

§ 4.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 4.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 4.3, liquidated damages, if any, shall be assessed as set forth in Section 5.1.6.

ARTICLE 5 CONTRACT SUM

§ 5.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Contractor's Fee.

§ 5.1.1 The Contractor's Fee:
(State a lump sum, percentage of Cost of the Work, or other provision for determining the Contractor's Fee.)

« 20% of the Cost of Work »

§ 5.1.2 The method of adjustment of the Contractor's Fee for changes in the Work:

« »

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

« »

§ 5.1.4 Rental rates for Contractor-owned equipment shall not exceed « twenty » percent («20» %) of the standard rental rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit ($0.00)

§ 5.1.6 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

« »

§ 5.1.7 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

«Contractor will be reimbursed for design costs. Contractor will solicit competitive bids for utilities, sheet piles, parking deck overlay and bulkhead railing.»

§ 5.2 Control Estimate

§ 5.2.1 The Contractor shall prepare and submit to the Owner, in writing, a Control Estimate of Twelve Million Nine Hundred Thousand Dollars ($12,900,000). The Control Estimate includes the estimated Cost of the Work plus the Contractor's Fee. The Control Estimate shall be used to monitor actual costs and the timely performance of the Work. The Contractor shall update the Control Estimate with each Application for Payment as needed to reflect changes in the Work.

§ 5.2.2 The Control Estimate shall include

- **.1** the documents enumerated in Article 16, including all Modifications thereto;
- **.2** a list of the assumptions made by the Contractor in the preparation of the Control Estimate, including assumptions under Section 5.2.4, to supplement the information provided by the Owner and contained in the Contract Documents;
- **.3** a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee;
- **.4** a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment, and the Owner's occupancy requirements; and
- **.5** contingencies for further development of design and construction, as required by Section 5.2.4.

§ 5.2.3 The Contractor shall meet with the Owner and Architect to review the Control Estimate. In the event that the Owner or Architect discovers any inconsistencies or inaccuracies in the information presented, they shall promptly

notify the Contractor, who shall make appropriate adjustments to the Control Estimate. When the Control Estimate is acceptable to the Owner, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

§ 5.2.4 To the extent that the Contract Documents are anticipated to require further development, the Contractor shall provide in the Control Estimate for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated in a revised Control Estimate by mutual agreement of the parties.

§ 5.2.5 The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.

§ 5.2.6 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Contract Documents.

ARTICLE 6
CHANGES IN THE WORK

§ 6.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Article 7 of AIA Document A201™–2017, General Conditions of the Contract for Construction. The Contractor shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work. The Contractor shall incorporate all changes in the Work and Contract Time as separate entries in the Control Estimate.

§ 6.2 Increased costs for the items set forth in Article 7 which result from changes in the Work shall become part of the Cost of the Work, and the Contractor's Fee shall be adjusted as provided in Article 5.

§ 6.3 If the Contractor receives any drawings, specifications, interpretations or instructions from the Owner or Architect which are inconsistent with the Contract Documents, or encounters unanticipated conditions, any of which will result in a significant change in the Cost of the Work or estimated date of Substantial Completion in comparison with the Control Estimate, the Contractor shall promptly notify the Owner and Architect in writing and shall not proceed with the affected Work until the Contractor receives further written instructions from the Owner and Architect.

§ 6.4 If no specific provision is made in Article 5 for adjustment of the Contractor's Fee in the case of changes in the Work, or if the extent of changes is such, in the aggregate, that application of the adjustment provisions of Article 5 will cause substantial inequity to the Owner or Contractor, the Contractor's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work.

ARTICLE 7
COSTS TO BE REIMBURSED

§ 7.1 Cost of the Work

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. The Cost of the Work shall include only the items set forth in this Article 7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Contractor shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Contractor's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:
(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

« »

§ 7.2.3 Wages or salaries of the Contractor's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Contractor, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments, and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Contractor shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Contractor, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of a comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Contractor's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Contractor, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Contractor is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Contractor is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Contractor resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Contractor had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Contractor failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Contractor's Fee.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Contractor's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Contractor, reasonably incurred by the Contractor after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Contractor's standard written personnel policy for relocation and temporary living allowances of the Contractor's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Contractor's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Contractor, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by negligence of, or failure to fulfill a specific responsibility by, the Contractor, and only to the extent that the cost of repair or correction is not recovered by the Contractor from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Contractor; (2) any entity in which any stockholder in, or management employee of, the Contractor holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Contractor; and (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Contractor.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Contractor shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 10. If the Owner fails to authorize the transaction in writing, the Contractor shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 10.

ARTICLE 8 COSTS NOT TO BE REIMBURSED

§ 8.1 The Cost of the Work shall not include the items listed below:

- **.1** Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 15;
- **.2** Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Contractor or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- **.3** Expenses of the Contractor's principal office and offices other than the site office;
- **.4** Overhead and general expenses, except as may be expressly included in Article 7;
- **.5** The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work;
- **.6** Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Contractor, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable; and
- **.7** Any cost not specifically and expressly described in Article 7.
- **.8** Any Work performed by a Related Party shall be considered Work performed by SAMP and shall not be subject to the payment of an additional Contractor's Fee pursuant to section 5.1.1.

ARTICLE 9 DISCOUNTS, REBATES AND REFUNDS

§ 9.1 Cash discounts obtained on payments made by the Contractor shall accrue to the Owner if (1) before making the payment, the Contractor included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials, and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be obtained.

§ 9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 10
SUBCONTRACTS AND OTHER AGREEMENTS

§ 10.1 Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or other appropriate agreements with the Contractor. The Owner may designate specific persons from whom, or entities from which, the Contractor shall obtain bids. The Contractor shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Contractor shall deliver such bids to the Architect and Owner with an indication as to which bids the Contractor intends to accept. The Owner then has the right to review the Contractor's list of proposed subcontractors and suppliers in consultation with the Architect and to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Contractor of its responsibility to perform the Work in accordance with the Contract Documents. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection.

§ 10.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of a cost-plus a fee, the Contractor shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Contractor in Article 11.

§ 10.3 The Contractor shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Contractor shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the Owner's approval of the Control Estimate, the Owner shall procure the items on terms and conditions acceptable to the Contractor. Upon the Owner's approval of the Control Estimate, the Owner shall assign all contracts for these items to the Contractor and the Contractor shall thereafter accept responsibility for them.

ARTICLE 11 ACCOUNTING RECORDS

The Contractor shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Contractor's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Contractor shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 12 PAYMENTS

§ 12.1 Progress Payments

§ 12.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 12.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 12.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the « 15th » day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than «thirty » («30 ») days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 12.1.4 With each Application for Payment, the Contractor shall submit the cost control information required in Section 5.2.5 along with payrolls, petty cash accounts, receipted invoices, or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 12.1.5 Applications for Payment shall show the Cost of the Work actually incurred by the Contractor through the end of the period covered by the Application for Payment and for which the Contractor has made or intends to make actual payment prior to the next Application for Payment.

§ 12.1.6 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 12.1.6.1 The amount of each progress payment shall first include:

- **.1** The Cost of the Work as described in Article 7;
- **.2** That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- **.3** The Contractor's Fee computed upon the Cost of the Work described in the preceding Section 12.1.6.1.1 at the rate stated in Section 5.1.1; or if the Contractor's Fee is stated as a fixed sum in Section 5.1.1, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work included in Section 12.1.6.1.1 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 12.1.6.2 The amount of each progress payment shall then be reduced by:

- **.1** The aggregate of any amounts previously paid by the Owner;
- **.2** The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- **.3** Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- **.4** For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- **.5** The shortfall, if any, indicated by the Contractor in the documentation required by Section 12.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- **.6** Retainage withheld pursuant to Section 12.1.7.

§ 12.1.7 Retainage

§ 12.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

« 5% »

§ 12.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

« »

§ 12.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 12.1.7.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

« »

§ 12.1.7.3 Except as set forth in this Section 12.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 12.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

« »

§ 12.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 12.1.9 Except with the Owner's prior written approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 12.1.10 The Owner and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 12.1.11 In taking action on the Contractor's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 12.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 12.2 Final Payment

§ 12.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- **.1** the Contractor has fully performed the Contract, except for the Contractor's responsibility to correct Work, as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- **.2** the Contractor has submitted a final accounting for the Cost of the Work and a final Application for Payment; and

.3 a final Certificate for Payment has been issued by the Architect in accordance with Section 12.2.2.

§ 12.2.2 Within 30 days of the Owner's receipt of the Contractor's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 12.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditor's findings to the Architect.

§ 12.2.2.2 Within seven days after receipt of the written report described in Section 12.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 12.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Contractor, or notify the Contractor and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 12.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Contractor's final accounting.

§ 12.2.2.3 If the Owner's auditors report concludes that the Cost of the Work, as substantiated by the Contractor's final accounting, is less than claimed by the Contractor, the Contractor shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Contractor within 30 days after the Contractor's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Contractor. Pending a final resolution of the disputed amount, the Owner shall pay the Contractor the amount certified in the Architect's final Certificate for Payment.

§ 12.2.3 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« »

§ 12.2.4 If, subsequent to final payment, and at the Owner's request, the Contractor incurs costs, described in Article 7 and not excluded by Article 8 to correct defective or nonconforming Work, the Owner shall reimburse the Contractor for such costs, and the Contractor's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment.

§ 12.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

« » % « »

ARTICLE 13 DISPUTE RESOLUTION

§ 13.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 unless the parties appoint below another individual, not a party to the Agreement, to serve as Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »
« »
« »
« »

§ 13.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[« »] Arbitration pursuant to Section 15 of AIA Document A201–2017

[« X »] Litigation in a court of competent jurisdiction

[« »] Other *(Specify)*

« »

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction. The prevailing party shall be entitled to an award of its reasonable costs, expenses, expert fees, and attorney's fees. The exclusive venue for any litigation arising from or related to this Agreement shall rest in the courts of Bay County, Florida.

ARTICLE 14 TERMINATION OR SUSPENSION

§ 14.1 Termination
§ 14.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 14.1.2 Termination by the Owner for Cause
§ 14.1.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the Owner shall then only pay the Contractor an amount calculated as follows:

.1 Take the Cost of the Work incurred by the Contractor to the date of termination;
.2 Add the Contractor's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
.3 Subtract the aggregate of previous payments made by the Owner; and
.4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 14.1.2.2 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 14.1.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 14, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

§ 14.1.3 Termination by the Owner for Convenience
If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of or method for determining the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

« The same method as provided for in Section 14.1.2.1 above. »

§ 14.2 Suspension
The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Article 5 and Section 6.4 of this Agreement.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 15.2 The Owner's representative:
(Name, address, email address and other information)

« Jonathan H. Hayes »
« City Manager »
« jhayes@panamacity.gov »
« »
« »
« »

§ 15.3 The Contractor's representative:
(Name, address, email address and other information)

« »
« »
« »
« »
« »
« »

§ 15.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 15.5 Insurance and Bonds
§ 15.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A103™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 15.5.2 The Contractor shall provide bonds as set forth in AIA Document A103–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 15.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or otherwise as set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« »

§ 15.7 Other provisions:

« »

ARTICLE 16
ENUMERATION OF CONTRACT DOCUMENTS

§ 16.1 This Agreement is comprised of the following documents:

.1 AIA Document A103™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A103™–2017, Exhibit A, Insurance and Bonds

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

.4

(Insert the date of the E203-2013 incorporated into this Agreement.)

« »

.5 Drawings

Number	Title	Date

.6 Specifications

Section	Title	Date	Pages

.7 Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to proposal requirements are not part of the Contract Documents unless the proposal requirements are also enumerated in this Article 16.

.8 Other Exhibits:
(Check all boxes that apply.)

[« »] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

« »

[« »] The Sustainability Plan:

Title	Date	Pages

[« X »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or

proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

« Exhibit A - That certain Ground Lease dated May ___, 2024 between SAMP and the City of Panama City, Florida.

Exhibit B – Certificate of Insurance (including Jones Act coverage).

»

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
« »« »	« »« »
(Printed name and title)	*(Printed name and title)*

Exhibit B: Factors Influencing Cost Increase

Primary Drivers of Cost Increase

The following items and headings mirror the numbering and section titles used in the original clarification document and align line by line with the itemization in the Pricing tab of the Excel file.

1. Steel Sheet Pile Wall

Steel pricing increased materially since the original planning budget, including approximately $290,000 in escalation between January 1, 2025 and January 1, 2026. In addition, the original budget did not include flowable fill. The final design uses flowable fill to backfill the wall from the mudline up to the bottom of the existing concrete wale to eliminate voids that would be difficult to fully address with conventional clean fill.

2. Concrete Deck: Decrease from initial estimate

Based on final design quantities and pricing, the concrete deck scope came in below the initial planning allowance.

3. F Curb

The initial budget only included curbing along the perimeter where sidewalks were anticipated on the L Pier. The final parking lot design includes additional curb lengths for islands and green space areas. Initial allowance assumed 2,644 LF. The final design includes over 3,000 LF of F curb and over 2,000 LF of D curb.

4. Selective demolition

The initial concept assumed a concrete overlay of the existing deck to the greatest extent possible. During design, the civil engineer evaluated conditions and determined that approach would not provide a durable long term solution. As a result, demolition quantities increased significantly and the entire parking deck must be removed and disposed.

5. Sidewalks

The initial budget assumed 4 inch thick sidewalk. The final design requires 6 inch sidewalks, increasing concrete quantities.

6. Utilities: Decreased from initial estimates

Utilities quantities and pricing came in below initial assumptions once plans were finalized and subcontractor pricing was received.

7. Drainage

Drainage scope and pricing were refined with final design. This line item reflects the finalized drainage requirements.

8. Curb Stops: Decreased from initial estimates

Curb pricing has reduced compared to initial assumptions.

9. Striping: Decreased from initial estimates

Striping pricing has reduced compared to initial assumptions.

10. Railing

Railing costs increased due to aluminum pricing escalation since 2024 and the final railing design selection. Multiple design options were considered with varying cost impacts. The selected railing matches other City of Panama City marine parks, including Snug Harbor Boat Ramp.

11. Clean fill: Decreased from initial estimates

Clean fill pricing has reduced compared to initial assumptions based on the final design.

12. Mobilization

Mobilization was not separately itemized in the original budget and was carried within the miscellaneous allowance. It is now explicitly defined and priced.

13. MOT

Maintenance of Traffic was not separately itemized in the original budget and was carried within the miscellaneous allowance. It is now explicitly defined and priced.

14. Floating Turbidity

Floating turbidity measures were not separately itemized in the original budget and were carried within the miscellaneous allowance. They are now explicitly defined and priced.

15. Irrigation

Irrigation was not included in the original budget because no green space was anticipated based on existing conditions. Final design includes landscaped areas requiring irrigation.

16. Erosion Control

Erosion control was not separately itemized in the original budget and was carried within the miscellaneous allowance. It is now explicitly defined and priced.

17. Dumpster Enclosure

A dumpster enclosure was not budgeted initially because no enclosure exists today. The final design includes this required feature.

Cost Decreases and Offsets

Not all scopes increased. Several items came in below initial assumptions, helping offset overall cost growth:

- Concrete deck scope decreased from early estimate
- Utilities decreased
- Curb stops decreased
- Striping decreased
- Clean fill decreased

Cost Reduction Opportunities

Sale of Demolished Concrete

Demolished concrete from the parking deck may be sold as crushed concrete rather than disposed:

- Approximate quantity: 7,000 tons
- Estimated value if sold to aggregate vendor: $10/ton
- Estimated value if sold direct to end user: $25/ton

Potential cost reduction: • $70,000 – $175,000

Direct Purchase Option (DPO) Savings

Potential savings identified through DPO include:

- Sheet piles (Nucor): **$169,000**
- Walers: **$5,400**
- Tie rods: **$6,000**
- Parking deck concrete: **$40,204**
- Sidewalk concrete: **$5,700**

Procurement and Market Outreach

Significant effort was made to competitively price the work with qualified vendors and subcontractors.

Major Vendors and Subcontractors Contacted

Sheet Piles, Walers, Tie Rods

- Nucor – Quoted
- Meever – Quoted
- JD Fields – Quoted

Electrical

- Southern Electrical Services – Quoted
- Universal Electric – Quoted
- QUE Electric – Quoted
- System Services & Engineering – Did not quote
- Meyer Electric – In progress

Water Utilities

- GCUC – Quoted
- CBC – Quoted
- System Services & Engineering – Did not quote (not capable)
- American Sand – Plans sent, no quote received

Sewer Utilities

- GCUC – Quoted
- CBC – Quoted
- System Services & Engineering – Did not quote (not capable)
- American Sand – Plans sent, no quote received

Parking Deck

- GCUC – Quoted
- Tightline – Quoted
- Gorman – Quoted

- American Sand – Plans sent, no quote received

Railing

- ACME – Quoted
- Advanced Marine – Quoted
- Robins Metal – Quoted

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 the Membership and Rental Fee Schedule for the Martin Luther King Jr. Recreation Center.

BACKGROUND INFORMATION: For the Commission's consideration, attached is the revised proposed fee schedule for the MLK Jr. Recreation Center Membership and Rental Fees. The new center includes a Fitness Center, gymnasium, STEM Lab, Teaching Kitchen, Arts & Crafts Studio, multipurpose rooms, and outdoor recreation areas.

Previously submitted to the Commission on December 16, 2025, the Commission approved allowing free access to all areas of the MLK Jr. Recreation Center through the end of February 2026 and instructed staff to further engage the community for feedback on the recommended fees. A community town hall was held on January 7, 2026, with approximately 75 community members in attendance. Following the town hall, the NAACP organized additional community meetings for further input. A group represented by various members of the community met with City leadership to present their recommendations.

Many of the suggestions received at the January 7th town hall and from community members through the NAACP-organized meetings have been incorporated into the proposed revised fee schedule. The changes include:

- Military Membership to include active, veterans, retirees or reserves with proof of Military ID Card. Recommended for $75 per year.
- Include a category for disabled persons. Recommended for $75 per year.
- Include any age student enrolled in high school for the Youth Membership at no cost.
- Include a membership for young adults aged 18-21. Recommended for $50 per year.
- Include a free membership for seniors 70 years of age or older. Recommended to include.
- Reduce the cost of a full gym membership to be less than 2x the cost of a single court. Recommended $150 (previously $250) per hour for the full gym, and $100 per hour for 1 full court. This is the rate for a private rental for for-profit groups.
- Reconsider the cost for the full gymnasium for tournaments. Recommend $100 per hour for non-profit groups, $150 per hour for individuals and $200 per hour for for-profit groups.
- Use of a sliding scale for subsidizing membership fees up to the full cost, using poverty level guidelines, to determine % of membership to be paid. Recommend using the scholarship fund to cover the costs of memberships for those in need.

Fees and Revenues will be used to help offset the costs of recurring maintenance, enabling the facility to be maintained to a high standard. Typical costs would include (not an all-inclusive list, but shown to represent the typical recurring expenses of operating a community center):

- Striping and re-staining of the basketball court - $15,000 per occurrence
- Fitness Center equipment repairs and replacement - $2,500 - $5,000 annually after initial warranty periods.
- Playground, Surfacing and Outdoor Amenity Repairs - $1,500 – 4,000 annually after initial warranty periods or for non-covered items.
- Recreation equipment replacement - basketballs, footballs, volleyballs, etc. - $1,500 annually.
- FFE repair and replacement - $2,000-2,500 annually.

As points of clarification:

- Memberships include use of the fitness center, open gym programs, reading and study rooms and general facility access.
- All outside facilities are open for play and free to use.
- All youth up to high school age are at no cost.
- Visitors will not be charged to watch their child(ren) play in a recreation basketball game, practice or open gym program.
- Scholarships are open to all ages and for any membership type or program offered at the MLK Center.

In addition, the Recreation Center staff has developed a process for individuals or groups to propose activities or courses to be offered, and for individuals to volunteer in programs or activities. This would include background checks for selected individuals, groups, or volunteers.

Proposed fees would take effect on March 1, 2026.

DEPARTMENT HEAD RECOMMENDATION: Staff recommends approval.

Budget Impact

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

Prepared By: Keith Meyerl, Parks, Culture, & Recreation Director **Date:** 2/2/2026
Approved By: Jared Jones, ICMA-CM, Assistant City Manager **Date:** 2/2/2026

MLK Jr. Recreation Center Membership Pricing

Monday-Friday	8 AM-8 PM
Saturday	8 AM-5 PM
Sunday	12 PM-5 PM

Outdoor amenities are accessible to the public from dawn to dusk.

General Access

$0

- Members ID
- Access to concession stand, lobby, study rooms
- Access to community open gym basketball & volleyball 1x a week during designated times

Youth Membership*

$0 17 & under or highschool student

- Access to concession stand, lobby, study rooms
- Members ID
- Access to Youth basketball & volleyball member time
- Use of fitness center age 13+ with an adult member
- Use of fitness center age 16+ independently

Young Adult**

$50 18-21 years of age

*Must be accompanied by a legal guardian to register for a membership

**Must reside in Panama City or Bay County - Non-resident $100

Adult Fitness Membership 18+

Resident Membership **$100/Year** ($8.50 per month) ($25 per quarter)	Additional household members **$40/Year** (up to four)
Non-residential Membership **$200/Year** ($17 per month) ($50 per quarter)	Additional household members **$80/Year** (up to four)
Military, Disabled & 60+ Memberships **$75/Year** (with relevant ID)	Golden Senior membership 70+ **Free**

- General Access Benefits
- Access to Adult basketball & volleyball member time
- Use of fitness center

Adult Daily Drop-In

*Does not require a membership

Resident	Nonresident
$5	$10

- Access to scheduled basketball & volleyball member time that day
- Use of fitness center

Program pricing subject to additional cost

MLK Jr. Recreation Center Rentals

Rentals All rentals include additional $150 Refundable Security deposit 2hr minimum rental				
Room	Occupancy	Price per hour	Availiblity	Additional Information
Multipurpose Room (whole)	150	$100	**Mon-Fri** 8 AM-8 PM **Sat** 8 AM-10 PM **Sun** 12 PM-10 PM	Tables and chairs
Multipurpose Room Side A	100	$75	**Mon-Fri** 8 AM-8 PM **Sat** 8 AM-10 PM **Sun** 12 PM-10 PM	Tables and chairs
Multipurpose Room Side B	25	$25	**Mon-Fri** 8 AM-8 PM **Sat** 8 AM-10 PM **Sun** 12 PM-10 PM	Does not have kitchen access
Full Gym, 2 courts	TBD	$150	**Sat-Sun** 5 PM-10 PM	Only available after facility closes
Gym, 1 court	TBD	$100	**Sat-Sun** 5 PM-10 PM	
Multipurpose Field Reservation	N/a	$25	**Mon-Fri** 8 AM-8 PM **Sat** 8 AM-10 PM **Sun** 12 PM-10 PM	$50 with lighting
Outdoor Basketball Court Reservation	N/a	$25	**Mon-Fri** 8 AM-8 PM **Sat** 8 AM-10 PM **Sun** 12 PM-10 PM	$50 with lighting
Facility	TBD	$300 $300 Security Deposit	Times subject to manager approval	Includes Gym, Multipurpose Room, Teaching Kitchen, Study Rooms, & Arts Room.
Special Event/ Gym Tournament	TBD	Non-profit $100 Individual $150 Commercial $200	Times subject to manager approval	8 Hr minimum
Additional Services				
Teaching Kitchen	$20 total	Add onto Multipurpose room or Multipurpose Room Side A rental		
Set Up	$100 total $50 side A $25 side B	Optional set up of tables and chairs prior to rental, does not include decor or cleanup.		

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 No. 20260210.2 to utilize $116,382.00 in equipment use reimbursement funds associated with the Panama City Police Department's deployments in response to Hurricane Helene and Hurricane Milton, for the purchase of a mobile command trailer for the Panama City Police Department.**

BACKGROUND INFORMATION: **The City of Panama City received $116,382.00 through the equipment use reimbursement process for law enforcement equipment deployed during Hurricanes Helene and Milton. These funds are not reimbursements for City-paid expenses, but support the maintenance and repair of disaster response equipment, much of which is performed in-house to reduce costs. The Panama City Police Department requests approval to use these funds to purchase a mobile command trailer to support large special events (including Mardi Gras, July 4th, and other multi-day events), large-scale crime scenes (homicides, fires, and missing persons), and future reimbursable disaster deployments, while improving on-scene command, interagency communications, and operational efficiency without requiring additional City funding.**

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

Budget Impact

Budgeted? Yes: ☐ No: **X** How Much budgeted?

If more, where do you suggest funds come from? $29,914.00 - Hurricane Helene and $86,468.00 – Hurricane Milton

Cost Center 001-2100 56400

☐ Personnel $

☐ Operating $

X Capital $ 116,382.00

☐ Revenue $

Requested By: Chief Mark Smith Date: 2/2/2026

RESOLUTION NO. 20260210.2

A RESOLUTION PROVIDING FOR THE AMENDMENT OF THE APPROVED FISCAL YEAR 2025-2026 BUDGET TO ACCEPT AND EXPEND FUNDS RECEIVED FROM THE DEPLOYMENT OF THE POLICE DEPARTMENT DURING HURRICANES HELENE AND MILTON.

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	
001.0000.334.500 – State Disaster Relief	$116,382
GENERAL FUND APPROPRIATIONS	
001.2100.56400 – Machinery & Equipment	$116,382

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 10th day of February, 2026.

CITY OF PANAMA CITY, FLORIDA

By: _____
Allan Branch, Mayor

Attest:

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

BURKE BLUE

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
+++ CERTIFIED FAMILY MEDIATOR
♦ BOARD CERTIFIED MARITAL & FAMILY LAW ATTORNEY
♦♦ BOARD CERTIFIED CITY, COUNTY AND LOCAL GOVERNMENT ATTORNEY
**NOT LICENSED TO PRACTICE IN FLORIDA

February 2, 2026

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

Re: Reimbursable Design/Permitting Costs to City Marina Partners, LLC

Dear Mayor and Commissioners:

After the Commission meeting in December, 2025, I advised City Marina Partners, LLC (CMP) that (i) the Commission did desire CMP or any of its owners to bid on the construction of the Phase One Project (first 50 wet-slips) and (ii) the Commission requested CMP to "wrap-up" the interim agreement and invoice the City for any unreimbursed costs that may remain pursuant to the Interim Agreement. A copy of the Interim Agreement is attached.

CMP's repair, replacement and reconstruction of the fuel docks pursuant to Section 4c of the Interim Agreement has been completed and fully reimbursed. Also, in addition to the fuel dock work, CMP was to assist in the design work being performed by St. Joe and to continue to assist in the permitting of the wet-slips (see Section 4b).

The Interim Agreement in Section 5 provides that: "In the event the Parties fail to reach a mutually agreeable long-term relationship within six (6) months of entering this Interim Agreement, the City will reimburse CMP for all reasonably incurred engineering and consultants costs associated with the design and permitting of the basins at actual cost plus twenty percent (20%)."

Attached is a letter dated January 23, 2026 from William Harrison attaching an invoice in the amount of $98,163.00 for costs associated with the design and permitting of the wet-slips. I have also attached an earlier time-sheet that was provided.

Finally, attached is a budget resolution that charges the Marina Fund (450.7500.53100) for the funds to pay the invoice.

It is our recommendation that this be approved for payment.

Sincerely,

Nevin J. Zimmerman
City Attorney

Cc: Jonathan H. Hayes, City Manager
Janette Smith, CPA, CMC, City Clerk-Treasurer
Brandy Waldron, Assistant City Manager
William Harrison, Esq.
Cooper Harrison, Esq.

City Marina Partners, LLC.
1944 Frankford Avenue
Panama City, Florida 32405
January 23, 2026

City of Panama City
c/o Nevin Zimmerman, City Attorney
501 Harrison Avenue
Panama City, FL 32401

RE: Reimbursement to City Marina Partners - Downtown Marina Interim Agreement

Nevin,

Pursuant to the Downtown Marina Interim Agreement dated June 18, 2024, below is a summary invoice of the costs incurred by CMP related only to the design and permitting of the Downtown Marina wetslips. The City authorized CMP to commence activities for which it may be compensated related to the proposed qualifying long-term project agreement, including, but not limited to, project planning and development, marina design, including environmental permitting and sovereign submerged land lease modifications, project financing and construction and reconstruction of the existing fuel dock.

The City and CMP agreed for CMP "to immediately pursue, at their expense, state and federal permitting authorizations which will enable construction of up to two hundred-forty (240) wet slips. CMP will utilize, to the extent possible, the City's most recent marina designs from JoePC of the Northwest basin and collaborate with JoePC and the City to design the Southeast basin. CMP will submit to the City for approval a concept design of the Southeast basin, and upon City Commission approval of such design, the City Manager is authorized to execute permit applications and Sovereignty Submerged Lands Fee Waived Lease (BOT File No. 030027071) modifications." Based on CMP's work and recommendations, the City applied for an FDEP Permit Exemption Verification (File No. 030027071) for the construction of fifty (50) wet boat slips at the Downtown Marina. On September 10, 2024 CMP presented to the City five (5) various southeast marina basin conceptual designs.

The City and CMP agreed "the City will maintain, at their expense, its ongoing relationship with JoePC and its consultants. The City and CMP will collaborate on any potential changes to the current design drawings. CMP will engage, as necessary, its consultants, at its expense, to (a) review JoePC's designs for the slip layout and design pursuant to this agreement for purposes of its responsibilities pursuant to Paragraph 4(c) above. To the extent that any design, documentation, or similar work product may be developed, prepared, acquired or paid for by CMP in the period contemplated by this initial agreement, that material will be owned or controlled by the City subject to normal controls and limitations typically imposed by those creating the material."

On December 10, 2024 the City Commission approved the Option 4 design. In the next successive agenda items of the same meeting, the Commission approved a task order for the design and permitting of the PC-Downtown Marina Boat Ramp, a task order to modify the rendering of the Downtown Marina to include the amphitheater and expanded boat ramp, and approved consultant services for the Downtown Marina Lease negotiations and accompanying budget amendment.

Pursuant to Section Five of the Interim Agreement, the "Parties commit to self-funding professional review and evaluation by qualified professionals of proposed project elements to assure material quality standards, space utilization, cost and budget estimates, design and construction schedules consistent with public projects, site development and utility requirements. For purposes of this agreement, the City will maintain, at their expense, its ongoing relationship with JoePC and its consultants. The City and CMP will collaborate on any potential changes to the current design drawings. CMP will engage, as necessary, its consultants, at its expense, to (a) review JoePC's designs for the slip layout and design pursuant to this agreement for purposes of its responsibilities pursuant to Paragraph 4(c) above. To the extent that any design, documentation, or similar work product may be developed, prepared, acquired or paid for by CMP in the period contemplated by this initial agreement, that material will be owned or controlled by the City subject to normal controls and limitations typically imposed by those creating the material."

Furthermore, "In the event the Parties fail to reach a mutually agreeable long-term relationship within six (6) months of entering this Interim Agreement, the City will reimburse CMP for all reasonably incurred engineering and consultants costs associated with the design and permitting of the basins at actual cost plus twenty percent (20%)." Exhibit B to the Interim Agreement, "Cost Plus Contract" governs reimbursement to CMP.

Article 5 of the Cost Plus Contract requires the City to Pay CMP the Contract Sum including the Contractor's Fee defined as 20% of the Cost of Work which shall not exceed Two Hundred Fifty Thousand Dollars ($250,000.00). The Scope of the Work includes the scope of outlined in the Interim Agreement (permitting and design) and the fuel dock construction work, of which CMP has been previously reimbursed on a cost plus basis for the fuel dock construction work in the amount of $148,342.61.

Section 7.8 of the Cost Plus Contract states: "For purposes of Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Contractor; (2) any entity in which any stockholder in, or management employee of, the Contractor holds an equity interest in excess often percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Contractor; and (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Contractor."

CMP is comprised of various corporate entities who would be considered related parties for purposes of Section 7.8. For that reason, the Contractor's Fee of 20% would not apply, but the

City's reimbursement for Scope of Work activities does apply. As an aside, Section 7.8.2 requires CMP to obtain the City's written permission to use the related parties, which was not done by CMP but the City staff, City consultants and City Commission interacted in face-to-face meetings, video meetings, telephone calls and emails hundreds of times throughout CMP's performance of the Scope of Work. As a result of being Related Parties, the Contractor's Fee of 20% is not applied to their work within the Scope.

Below is a summary of the costs incurred by CMP related to engineering and consultants associated with the design and permitting contemplated by the Interim Agreement.

Marina Solutions, LLC	Obtain 50 wetslip exemption verification from FDEP for Downtown Marina; work with City staff and CMP biologists to interface with FDEP for permit exemption. Develop wetslip design layouts based on historical uses and considering potential City Commission upland uses for Marina Civic Center, amphitheater or other potential options pursued by the City Commission. Work on wetslip access options depending on City's upland development, traffic circulation and potential changes at boat ramp and boat trailer parking. Attend meetings with City staff, City's consultants, meetings with City Commissioners and attend City Commission meetings and public hearings on marina basin conceptual design options. Meetings with St Joe Company about their existing agreements with Panama City about marina design, permitting and construction options consistent with City's obligations to St Joe Company. Present and conceptual wetslip designs to City Commission and receive approval of City Commission for final conceptual design.		$61,338.00
GC Marina Partners, LLC	Work on wetslip conceptual design pertaining to the number of slips, widths, lengths, fairways, pier widths, access points and wetslip amenity availability. Work with consulting engineer to determine construction options for various conceptual designs. Modify fairway options dependent upon slip lengths and pier-end flex slips. Consideration of marina depths for boat slips and slip widths for recommendations of options to City Commission. Attendance at staff meetings and City Commission meetings.		$16,875.00
		Subtotal	**$78,213.00**

Cypress Environmental	Environmental Consultant. Review previous permits and Hurricane Michael debris removal of Downtown Marina basins. Review biological data for basins. Preparing 50 wetslip exemption application package for execution by Panama City and submission to FDEP. Work with FDEP staff on review and process of exemption application. Working with City staff on grant of exemption. Obtain exemption verification for 50 wetslips at Downtown Marina.		$5,000.00
Coastal Waterfront Consulting	Structural Engineer. Work on conceptual options for wetslip design consistent with permitting authorities' regulatory framework. Modify and create wetslip and marina basin options based upon input from City staff, City consultants, City Commission meetings and various upland construction options considered by City including Marina Civic Center, amphitheater and potential expansion of existing boatramp and boat trailer parking area. Work on reasonable access points to basins from bulkhead based on the City's varying upland construction options which allow for appropriate fairways for vessels of different lengths in dedicated and lay-along slips.		$11,625.00
		Subtotal	**$16,625.00**
		Cost Plus 20%	**$3,325.00**
		Total	**$98,163.00**

Cooper Harrison

Cooper Harrison, Manager
City Marina Partners, LLC

Date	Person	Topic/Notes	Duration	Rate	Total
6/26/2023	William Harrison	Research FDEP and USACE permit documents, including fuel dock also including 1994, 1996, 1998 and 1999 permit related documents	2.25	$565.00	$1,271.25
7/20/2023	William Harrison	Research FDEP and USACE permits	2.5	$565.00	$1,412.50
7/20/2023	Cooper Harrison	Research FDEP and USACE permits	1.75	$465.00	$813.75
7/27/2023	Cooper Harrison	Research Hurricane Michael, COVID-19 and other related executive orders for permit extensions and waivers	4	$465.00	$1,860.00
11/2/2023	Cooper Harrison	Meeting with environmental consultant to discuss and verify permit exemption opportunities	1.5	$465.00	$697.50
11/2/2023	William Harrison	Meeting with environmental consultant to discuss and verify permit exemption opportunities	1.5	$565.00	$847.50
11/13/2023	William Harrison	Research permit exemption opportunities, JAXBO, FDEP and USACE	2	$565.00	$1,130.00
11/13/2023	Cooper Harrison	Research permit exemption opportunities, JAXBO, FDEP and USACE	2	$465.00	$930.00
11/29/2023	William Harrison	Research permit exemption opportunities, JAXBO, FDEP and USACE	2	$565.00	$1,130.00
11/29/2023	Cooper Harrison	Research permit exemption opportunities, JAXBO, FDEP and USACE	2	$465.00	$930.00
12/1/2023	Cooper Harrison	Internal meeting to discuss permit exemption opportunities for marinas	1.5	$465.00	$697.50
12/1/2023	William Harrison	Internal meeting to discuss permit exemption opportunities for marinas	1.5	$565.00	$847.50
12/1/2023	Joseph Winkeler	Internal meeting to discuss permit exemption opportunities for marinas	1.5	$450.00	$675.00
12/1/2023	Gary Gorman	Internal meeting to discuss permit exemption opportunities for marinas	1.5	$450.00	$675.00
12/1/2023	Justin Gorman	Internal meeting to discuss permit exemption opportunities for marinas	1.5	$450.00	$675.00
12/1/2023	Scott Burt	Internal meeting to discuss permit exemption opportunities for marinas	1.5	$450.00	$675.00
12/1/2023	Donnie Coker	Internal meeting to discuss permit exemption opportunities for marinas	1.5	$450.00	$675.00
12/4/2023	Cooper Harrison	Meeting with City to discuss permit exemption opportunities for marinas	1	$465.00	$465.00
12/4/2023	William Harrison	Meeting with City to discuss permit exemption opportunities for marinas	1	$565.00	$565.00
12/4/2023	Joseph Winkeler	Meeting with City to discuss permit exemption opportunities for marinas	1	$450.00	$450.00
12/4/2023	Gary Gorman	Meeting with City to discuss permit exemption opportunities for marinas	1	$450.00	$450.00
12/4/2023	Justin Gorman	Meeting with City to discuss permit exemption opportunities for marinas	1	$450.00	$450.00
12/4/2023	Scott Burt	Meeting with City to discuss permit exemption opportunities for marinas	1	$450.00	$450.00
12/4/2023	Donnie Coker	Meeting with City to discuss permit exemption opportunities for marinas	1	$450.00	$450.00
2/19/2024	William Harrison	Research 404 permitting changes, Center for Biological Diversity vs EPA	1.25	$565.00	$706.25
2/19/2024	Cooper Harrison	Research 404 permitting changes, Center for Biological Diversity vs EPA	1.25	$465.00	$581.25
2/28/2024	Cooper Harrison	Coordinate with St.Joe Company for exempted slip layout	1	$465.00	$465.00
2/28/2024	William Harrison	Coordinate with St.Joe Company for exempted slip layout	1	$565.00	$565.00
2/28/2024	Justin Gorman	Coordinate with St.Joe Company for exempted slip layout	1	$450.00	$450.00
2/28/2024	Joseph Winkeler	Coordinate with St.Joe Company for exempted slip layout	1	$450.00	$450.00
2/29/2024	Cooper Harrison	Applied for Permit Exemption	1	$465.00	$465.00
2/29/2024	William Harrison	Applied for Permit Exemption	1	$565.00	$565.00
3/4/2024	William Harrison	Research 404 permitting changes, Center for Biological Diversity vs EPA	2.25	$565.00	$1,271.25
3/4/2024	Cooper Harrison	Research 404 permitting changes, Center for Biological Diversity vs EPA	2.25	$465.00	$1,046.25
3/22/2024	Cooper Harrison	Coordinate with environmental consultant to address outstanding FDEP items	1.15	$465.00	$534.75
3/27/2024	Cooper Harrison	Coordinated with FDEP Pensecola Office, Extended deadline	1.5	$465.00	$697.50
3/27/2024	William Harrison	Coordinated with FDEP Pensecola Office, Extended deadline	1	$565.00	$565.00
3/27/2024	Cooper Harrison	Review City permits, waivers and docs for FDEP RAI	4	$465.00	$1,860.00
3/28/2024	Cooper Harrison	Submit RAI response	1	$465.00	$465.00
3/28/2024	William Harrison	Submit RAI response	1	$565.00	$565.00
4/17/2024	Cooper Harrison	Recieve Permit Exemption Verification from FDEP	0.5	$465.00	$232.50
4/17/2024	William Harrison	Recieve Permit Exemption Verification from FDEP	0.5	$565.00	$282.50
4/24/2024	Cooper Harrison	Meet with City staff	1	$465.00	$465.00
4/24/2024	William Harrison	Meet with City staff	1	$565.00	$565.00
5/8/2024	Cooper Harrison	CMP Meeting with St. Joe for marina design and dock layout		$465.00	$0.00
5/8/2024	William Harrison	CMP Meeting with St. Joe for marina design and dock layout		$565.00	$0.00
5/23/2024	Cooper Harrison	Meeting with City staff- Hayes, Zimmerman, Jones, Mefford	1.15	$465.00	$534.75
5/23/2024	William Harrison	Meeting with City staff- Hayes, Zimmerman, Jones, Mefford	1.15	$565.00	$649.75
6/7/2024	Cooper Harrison	Meeting with City Staff	1.5	$465.00	$697.50
6/7/2024	William Harrison	Meeting with City Staff	1.5	$565.00	$847.50
6/7/2024	Joseph Winkeler	Meeting with City Staff	1.5	$450.00	$675.00
6/7/2024	Gary Gorman	Meeting with City Staff	1.5	$450.00	$675.00
6/7/2024	Justin Gorman	Meeting with City Staff	1.5	$450.00	$675.00
6/7/2024	Scott Burt	Meeting with City Staff	1.5	$450.00	$675.00
6/7/2024	Donnie Coker	Meeting with City Staff	1.5	$450.00	$675.00
6/12/2024	Cooper Harrison	Meeting with City Staff	2	$465.00	$930.00

Date	Person	Topic/Notes	Duration	Rate	Total
6/12/2024	William Harrison	Meeting with City Staff	2	$565.00	$1,130.00
6/12/2024	Joseph Winkeler	Meeting with City Staff	2	$450.00	$900.00
6/12/2024	Gary Gorman	Meeting with City Staff	2	$450.00	$900.00
6/12/2024	Justin Gorman	Meeting with City Staff	2	$450.00	$900.00
7/9/2024	Cooper Harrison	Meeting with St.Joe, CPC and CMP	1.5	$465.00	$697.50
7/9/2024	William Harrison	Meeting with St.Joe, CPC and CMP	1.5	$565.00	$847.50
7/9/2024	Justin Gorman	Meeting with St.Joe, CPC and CMP	1.5	$450.00	$675.00
7/9/2024	Gary Gorman	Meeting with St.Joe, CPC and CMP	1.5	$450.00	$675.00
7/9/2024	Joseph Winkeler	Meeting with St.Joe, CPC and CMP	1.5	$450.00	$675.00
7/22/2024	Cooper Harrison	Meeting with City and FPL, discuss marina permenant power	0.75	$465.00	$348.75
7/22/2024	William Harrison	Meeting with City and FPL, discuss marina permenant power	0.75	$565.00	$423.75
7/22/2024	Joseph Winkeler	Meeting with City and FPL, discuss marina permenant power	0.75	$450.00	$337.50
7/22/2024	Gary Gorman	Meeting with City and FPL, discuss marina permenant power	0.75	$450.00	$337.50
7/22/2024	Justin Gorman	Meeting with City and FPL, discuss marina permenant power	0.75	$450.00	$337.50
7/23/2024	Cooper Harrison	Meeting with St.Joe, CPC and CMP	1.5	$465.00	$697.50
7/23/2024	William Harrison	Meeting with St.Joe, CPC and CMP	1.5	$565.00	$847.50
7/23/2024	Justin Gorman	Meeting with St.Joe, CPC and CMP	1.5	$450.00	$675.00
7/23/2024	Gary Gorman	Meeting with St.Joe, CPC and CMP	1.5	$450.00	$675.00
7/23/2024	Joseph Winkeler	Meeting with St.Joe, CPC and CMP	1.5	$450.00	$675.00
7/28/2024	Cooper Harrison	Downtown Wave Attenuation Meeting with engineering consultant	1	$465.00	$465.00
7/28/2024	William Harrison	Meeting with St.Joe, CPC and CPC	1	$565.00	$565.00
7/28/2024	Justin Gorman	Meeting with St.Joe, CPC and CPC	1	$450.00	$450.00
7/28/2024	Gary Gorman	Meeting with St.Joe, CPC and CPC	1	$450.00	$450.00
7/28/2024	Joseph Winkeler	Meeting with St.Joe, CPC and CPC	1	$450.00	$450.00
8/22/2024	Cooper Harrison	Coordinate with engineer for east basin designs	0.75	$465.00	$348.75
8/22/2024	Cooper Harrison	Meeting with engineer, east basin designs review	1	$465.00	$465.00
8/22/2024	William Harrison	Meeting with engineer, east basin designs review	1	$565.00	$565.00
8/22/2024	Joseph Winkeler	Meeting with engineer, east basin designs review	1	$450.00	$450.00
8/22/2024	Gary Gorman	Meeting with engineer, east basin designs review	1	$450.00	$450.00
8/22/2024	Justin Gorman	Meeting with engineer, east basin designs review	1	$450.00	$450.00
8/22/2024	Scott Burt	Meeting with engineer, east basin designs review	1	$450.00	$450.00
8/22/2024	Donnie Coker	Meeting with engineer, east basin designs review	1	$450.00	$450.00
8/28/2024	Cooper Harrison	Meeting with Mayor, review designs	1	$465.00	$465.00
8/28/2024	William Harrison	Meeting with Mayor, review designs	1	$565.00	$565.00
9/5/2024	Cooper Harrison	Meeting with engineer,review updated east basin designs	1	$465.00	$465.00
9/5/2024	William Harrison	Meeting with engineer,review updated east basin designs	1	$565.00	$565.00
9/5/2024	Joseph Winkeler	Meeting with engineer,review updated east basin designs	1	$450.00	$450.00
9/5/2024	Gary Gorman	Meeting with engineer,review updated east basin designs	1	$450.00	$450.00
9/5/2024	Justin Gorman	Meeting with engineer,review updated east basin designs	1	$450.00	$450.00
9/5/2024	Scott Burt	Meeting with engineer,review updated east basin designs	1	$450.00	$450.00
9/5/2024	Donnie Coker	Meeting with engineer,review updated east basin designs	1	$450.00	$450.00
9/6/2024	Cooper Harrison	Meeting with engineer,review updated east basin designs	1	$465.00	$465.00
9/6/2024	William Harrison	Meeting with engineer,review updated east basin designs	1	$565.00	$565.00
9/6/2024	Joseph Winkeler	Meeting with engineer,review updated east basin designs	1	$450.00	$450.00
9/6/2024	Gary Gorman	Meeting with engineer,review updated east basin designs	1	$450.00	$450.00
9/6/2024	Justin Gorman	Meeting with engineer,review updated east basin designs	1	$450.00	$450.00
9/6/2024	Scott Burt	Meeting with engineer,review updated east basin designs	1	$450.00	$450.00
9/6/2024	Donnie Coker	Meeting with engineer,review updated east basin designs	1	$450.00	$450.00
10/1/2024	Matt Trammel	Coastal Waterfront Consulting			$11,625.00
1/17/2025	Cooper Harrison	Coordinate with environmental consultant to modify and extend SSLL	0.75	$465.00	$348.75
1/17/2025	William Harrison	Coordinate with environmental consultant to modify and extend SSLL	0.75	$565.00	$423.75
5/5/2025	William Harrison	Correspondence with T. Goodwin, J. Winkeler and C. Harrison re preparing an attorney opinion letter based on provided template.	0.25	$565.00	$141.25
5/5/2025	William Harrison	Correspondence with T. Goodwin, J. Winkeler and C. Harrison re preparing an attorney opinion letter based on provided template.	0.25	$565.00	$141.25
5/6/2025	William Harrison	Correspondence with C. Harrison re discussing the CMP Interim Agreement.	0.25	$565.00	$141.25
5/7/2025	Cooper Harrison	Review document related to the Gray Version MBL CC project within the Downtown PC Marina at St Joe.	0.25	$465.00	$116.25
5/7/2025	Cooper Harrison	Review document related to conceptual planning for the Downtown PC Marina project.	0.25	$465.00	$116.25

Date	Person	Topic/Notes	Duration	Rate	Total
5/7/2025	Cooper Harrison	Review document related to permit exemption verification for marina slips.	0.25	$465.00	$116.25
5/7/2025	William Harrison	Review document related to the draft plans and applications for the Panama City Downtown Marina as of May 5, 2025.	0.25	$565.00	$141.25
5/7/2025	William Harrison	Reviewed correspondence with C. Harrison re discussing the CMP Interim Agreement.	0.25	$565.00	$141.25
5/7/2025	William Harrison	Review document related to Downtown PC SSLL.	0.25	$565.00	$141.25
5/14/2025	William Harrison	Reviewed correspondence with G. Gorman, S. CMMMarinas, C. Harrison, J. winkelerassociates and J. Gorman re confirming accuracy of waitlist numbers for marina slip reservations.	0.25	$565.00	$141.25
5/22/2025	William Harrison	Reviewed correspondence with C. Harrison, S. Burt, J. Winkeler, J. Gorman and G. Gorman re reviewing and organizing marina waitlist by boat size and type for slip reservations.	0.25	$565.00	$141.25
6/3/2025	Cooper Harrison	Review draft document for Downtown PC Marina project concepts.	0.25	$465.00	$116.25
6/3/2025	Cooper Harrison	Review document related to old downtown permits for Downtown PC Marina project.	0.25	$465.00	$116.25
6/3/2025	Cooper Harrison	Revise document for East West preliminary design concept.	0.25	$465.00	$116.25
6/9/2025	William Harrison	Correspondence with A. Branch, R. Anderson and C. Harrison re coordinating schedules for a meeting regarding marina slips and uplands project with the Mayor.	0.25	$565.00	$141.25
6/9/2025	William Harrison	Revise document for December 2024 Marina Concept proposal.	0.25	$565.00	$141.25
6/17/2025	William Harrison	Listen to Panama City Commission workshop re: downtown marina	1.25	$565.00	$706.25
6/17/2025	William Harrison	Correspondence with R. Anderson, A. Branch and C. Harrison re scheduling a video call to discuss marina slips and uplands project.	0.25	$565.00	$141.25
6/17/2025	William Harrison	Reviewed correspondence with R. Anderson, A. Branch and cooperharrison6@gmail.com re accepting an invitation for a meeting at Marina Uplands on June 18, 2025.	0.25	$565.00	$141.25
6/18/2025	William Harrison	CMP: meeting with Mayor Branch, John Anderson and Cooper	1	$565.00	$565.00
6/18/2025	William Harrison	Reviewed correspondence with C. Harrison, R. Anderson and A. Branch re scheduling a Zoom meeting for Marina Slips & Uplands project discussion.	0.25	$565.00	$141.25
6/23/2025	William Harrison	CMP: tc with Jared Jones re: downtown marina 50 slip exemption	0.25	$565.00	$141.25
6/30/2025	Cooper Harrison	Reviewed correspondence with W. Harrison and J. Winkeler regarding 100% plans for the PC Downtown Marina Boat Ramp project.	0.5	$465.00	$232.50
6/30/2025	Cooper Harrison	Correspondence with M. Trammell re inquiry concerning obtaining Downtown Marina survey and CAD files.	0.25	$465.00	$116.25
7/1/2025	Cooper Harrison	Correspondence with patrick.murphy@joe.com re requesting bid plans and survey documents for Downtown Marina project from St. Joe and Turrell, Hall and Associates.	0.75	$465.00	$348.75
7/2/2025	Cooper Harrison	Correspondence with J. Smith, T. Turrell, J. Joers, J. Gorman, and P. Murphy re requesting survey data and CAD files concerning west basin designs and large format print for city workshop.	0.25	$465.00	$116.25
7/2/2025	Cooper Harrison	Review draft document for Downtown PC Marina project concepts.	0.25	$465.00	$116.25
7/2/2025	Cooper Harrison	Add document detailing approved design for Downtown East Basin project.	0.25	$465.00	$116.25
7/2/2025	Cooper Harrison	Review design document for Downtown West Basin 50-slip exemption project. Review document regarding Downtown Marina boat ramp and parking project. Add document detailing overlay of Downtown Marina boat ramp and parking	0.25	$465.00	$116.25
7/2/2025	William Harrison	Review design document for Downtown West Basin cross section CC to DD. Review design document for Downtown East Basin project	0.25	$565.00	$141.25
7/7/2025	Cooper Harrison	Review design document for Downtown East Basin marina project.	0.25	$465.00	$116.25
7/7/2025	Cooper Harrison	Meeting with Commission, virtual workshop on the Downtown Marina plans	1	$465.00	$465.00
7/7/2025	William Harrison	Meeting with Commission, virtual workshop on the Downtown Marina plans	1	$565.00	$565.00
7/7/2025	Joseph Winkeler	Meeting with Commission, virtual workshop on the Downtown Marina plans	1	$450.00	$450.00
7/7/2025	Gary Gorman	Meeting with Commission, virtual workshop on the Downtown Marina plans	1	$450.00	$450.00
7/7/2025	Justin Gorman	Meeting with Commission, virtual workshop on the Downtown Marina plans	1	$450.00	$450.00
7/14/2025	Cooper Harrison	Reviewed correspondence with W. Harrison, B. Womack, and J. Winkeler re discussing the need for seagrass surveys to avoid delays in permit applications.	0.5	$465.00	$232.50
7/14/2025	Cooper Harrison	Coordinate with B. Cypress for needed surveys prior to submitting FDEP/USACE full permits	0.75	$465.00	$348.75
7/14/2025	William Harrison	Coordinate with B. Cypress for needed surveys prior to submitting FDEP/USACE full permits	0.75	$565.00	$423.75
7/14/2025	William Harrison	Correspondence with B. cypressenvironmental.com, C. Harrison and J. Winkeler re addressing disturbances at marinas and sending dredging permits.	0.25	$565.00	$141.25
7/15/2025	William Harrison	Reviewed correspondence with J. Jones, C. Harrison and D. Geldert re locating a report by Owen Beitsch regarding feasibility studies for the Downtown Marina project.	0.25	$565.00	$141.25
7/15/2025	William Harrison	Correspondence with N. Zimmerman and C. Harrison re sending Design Agreement and Interim Agreement for review.	0.25	$565.00	$141.25
7/15/2025	William Harrison	Correspondence with N. Zimmerman, C. Harrison, J. Winkeler, J. Marler and L. Gross re distributing the letter from St. Joe to the team.	0.25	$565.00	$141.25

Date	Person	Topic/Notes	Duration	Rate	Total
7/20/2025	William Harrison	Correspondence with M. Andrews re discussing the Design Agreement with JoePC and Interim Agreement with CMP for Marina NW Wet Slips ahead of the upcoming Commission meeting.	0.25	$565.00	$141.25
7/21/2025	Cooper Harrison	Reviewed correspondence with B. Cypress, W. Harrison, and J. Winkeler regarding discussing old maintenance dredging permits for PC Marina with FDEP/USACE.	0.25	$465.00	$116.25
7/21/2025	Cooper Harrison	Review design document for Downtown East Basin project in Downtown PC Marina. Review document verifying permit exemption for Downtown PC Marina project.	0.25	$465.00	$116.25
8/7/2025	William Harrison	Correspondence with J. Winkeler and C. Harrison re requesting an estimated timeline for the engineering design of the Downtown marina for a city commission update.	0.25	$565.00	$141.25
8/8/2025	Cooper Harrison	Review application for U.S. Army Corps of Engineers permit. Review application for Downtown Marina submitted to USACE. Revise Joint Application for Environmental Resource Permit for Downtown Marina project. Reviewed correspondence with N. Zimmerman, L. Walters, P. Murphy, W. Harrison, and J. Hayes re discussing the timeline and progress concerning the engineering design of the Downtown marina.	0.25	$465.00	$116.25
8/12/2025	William Harrison	Reviewed correspondence with N. Zimmerman, L. Walters, P. Murphy, C. Harrison and J. Hayes re requesting an estimated timeline for the engineering design on the Downtown Marina. Reviewed correspondence with M. Mustian, N. -, J. Smith, J. Tindal, A. Fischer et. al. re discussing federal tax implications and lease terms for Panama City marina financing. Reviewed correspondence with N. Zimmerman re: updating on the City's exploration of a proposal from CMP and potential agreement considerations	0.25	$565.00	$141.25
9/6/2025	Cooper Harrison	Review design document for Downtown East Basin marina project. Review document detailing plans for Downtown Marina boat ramp and parking facilities. Review design document for Downtown West Basin project. Reviewed correspondence with J. Hayes regarding discussing draft layouts for Downtown PC Marina development and updates on grant applications for boat ramp improvements.	0.5	$465.00	$232.50
9/6/2025	William Harrison	Correspondence with J. Hayes re discussing draft layouts for Downtown PC Marina development and related grant applications.	0.25	$565.00	$141.25
9/15/2025	William Harrison	Correspondence re inquiry about the voiding of remodeling permits from 2024.	0.25	$565.00	$141.25
11/11/2025	William Harrison	Correspondence with Commission re forwarding marina office design as requested by the Mayor, involving S. Burt, C. Harrison, and C. Jewett. Correspondence with S. Burt, C. Harrison, and C. Jewett re forwarding sample marina office design to the Mayor and Commission. Correspondence with C. Harrison and S. Burt re considering pursuing the downtown marina contractor opportunity in St. Petersburg.	0.25	$565.00	$141.25
11/19/2025	William Harrison	Correspondence with Downtown Marina re J. Gonzalez and C. Harrison.	0.25	$565.00	$141.25
11/19/2025	Cooper Harrison	Correspondence with Downtown Marina re J. Gonzalez and W. Harrison.	0.25	$465.00	$116.25
07/2023-present	Bethany Womack	Cypress Environmental, Environmental Consultant Retainer			$5,000.00
				Subtotal	**$93,808.00**
				[redacted]	[redacted]

CITY OF PANAMA CITY
CITY MARINA PARTNERS, LLC.
INTERIM AGREEMENT

THIS AGREEMENT made and entered into this 18 day of June, 2024, by and between City Marina Partners, LLC., a limited liability corporation under the laws of State of Florida, ("CMP") and the City of Panama City ("City") (collectively, "Parties").

RECITALS

WHEREAS, the City is the fee simple owner of certain uplands constructed in 1958, and improvements generally located at 1 Harrison Avenue Panama City, Bay County, Florida, ("Upland Parcel") adjacent to sovereign submerged lands owned by and leased from the Board of Trustees of the Florida Internal Improvement Trust Fund ("TIITF") pursuant to the Sovereignty Submerged Lands Fee Waived Lease (BOT File No. 030027071) ("SSLL Area") and has owned and operated the Downtown Marina continuously in support of Downtown, Panama City and the region; and

WHEREAS, the City's historic operations have been pursuant to authority received TIITF authorization to operate a 240-slip commercial docking facility and public boat ramp to be used exclusively for mooring of recreational and commercial vessels in conjunction with an upland commercial marina facility, public parking lot, a municipal trailer providing fuel sales and bathroom and shower facilities with fueling facility with a sewage pumpout facility ("Marina"); and

WHEREAS, on October 10, 2018 Hurricane Michael resulted in significant damage and destruction to both Downtown Marina basins and uplands as subsequently identified and recorded by subject matter experts; and

WHEREAS, as a result of the sudden unexpected turn of events caused by the severe damage to the Marina, CAMP, pursuant to the terms of this Agreement, is required to commence the initial repair and replacement of the existing fuel dock to prevent the further interruption of an essential governmental service such as the operation of a fuel dock that is critical to a successful marina; and

WHEREAS, in late 2018 and early 2019, the City completed initial clean up of hurricane debris and damaged infrastructure; and

WHEREAS, throughout 2020 and January 2021 an extensive public outreach effort was organized by the City consisting of both virtual and in-person charrettes and community review meetings that helped create a shared vision for the future of Downtown Panama City, which was adopted by the City on March 23, 2021; and

WHEREAS, in February 2022 the City conducted a public meeting to receive citizen input on the desired future of the Downtown Marina; and

WHEREAS, the City considered various FEMA funding options and potential design scope

modifications in order to maximize FEMA funding for repair and rebuilding of the Downtown Marina in the fourth-quarter of 2022; and

WHEREAS, the City engaged the St. Joe Company ("JOE") to design the Downtown Marina basins in October 2, 2023; and

WHEREAS, on February 23, 2024 the City Commission issued a public solicitation of public/private partnership proposals from interested private parties for the redevelopment and operations of the Downtown Marina; and

WHEREAS, the City published its Request for Proposals (RFP No. PC24-020 and "Project") on February 23rd, 2024 requesting proposals from responsible and responsive firms to provide a turnkey operation for the redevelopment of the Downtown Marina that may include, but is not limited to, the design, permitting, financing, construction and management or lease of the Downtown Marina; and

WHEREAS, on February 29, 2024, the City applied for an FDEP Permit Exemption Verification (File No. 030027071) for the construction of fifty (50) wet boat slips in the southwest basin at the Downtown Marina; and

WHEREAS, on April 10, 2024 the City received one proposal in response to its solicitation; and

WHEREAS, on May 14, 2024 the City Commission considered staff recommendations and approved City Marina Partners, LLC. as the City's preferred most responsible and responsive firm according to the City's requirements outlined in RFP No. PC24-020; and

WHEREAS, the City finds that there is a public need for timely and cost-effective acquisition, design, construction, improvement, renovation, expansion, equipping, maintenance, operation, implementation or installation at the Downtown Marina which serves a public purpose and which serves a public need and purpose and that such public need may not be wholly satisfied by existing procurement methods; and

WHEREAS, the City finds the Project and redevelopment and operation of the City's Downtown Marina is a qualifying project for a public-private partnership project; and

WHEREAS, the City finds the Project is in the public's best interest and there are inadequate resources to develop new transportation facilities, water or wastewater management facilities and infrastructure, technology infrastructure, roads, highways, bridges, and other public infrastructure and government facilities for the benefit of its residents, and that a public-private partnership has demonstrated that it can meet the needs by improving the schedule for delivery, lowering the cost, and providing other benefits to the public; and

WHEREAS, the City finds encouragement of investment by private entities to facilitate various bond financing mechanisms, private capital, and other funding sources for the development and operation of qualifying projects such as the Downtown Marina, including expansion and acceleration of such financing is necessary to meet the public need and to provide the greatest possible flexibility to public and private entities contracting for the provision of public services; and

WHEREAS, the City is exploring with CMP and considering a long-term lease or other agreement during which time the City will continue its ownership of the Downtown Marina throughout any lease or agreement term, and upon its completion, expiration or termination; and

WHEREAS, the Parties anticipate expanding the Downtown Marina and extending the Sovereignty Submerged Lands Fee Waived Lease (BOT File No. 030027071) by the intensity of the leased area, amending the use of property, extending the lease term and other revisions, if necessary; and

WHEREAS, the Parties recognize that pursuant to the Design Agreement dated October 2, 2023 between the City and Joe PCOZ, LLC ("JoePC"), JoePC has completed the design of the Panama City Marina Northwest Basin;

WHEREAS, the Parties are not establishing a Lessor-Lessee relationship nor are the Parties rights or obligations to CMP beyond what is outlined in this Agreement and no agency, partnership, or joint venture is established by this Agreement; and

WHEREAS, the reconstruction of the fuel dock is required as an initial corrective action to begin the restoration of the Marina, an essential public facility, to a safe and functional condition, and the City finds that the costs for the restoration of the fuel dock are properly a cost to be paid by the City and are City improvements; and

WHEREAS, the reconstruction of the fuel dock will be performed simultaneously while CMP is preparing designs and seeking permits for the full rebuild of the Marina pursuant to this Agreement; and

WHEREAS, the City finds that pursuant to Florida law the City does hereby hire and retain CMP to perform the services provided in this Agreement.

ACCORDINGLY, for and in consideration of the Recitals, the mutual undertakings and agreements herein contained and assumed, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, City Marina Partners and the City, hereby covenant and agree as follows:

1. RECITALS. The above Recitals are true and correct and form a material part of this Agreement.

2. GEOGRAPHIC SCOPE: The initial geographic scope of the Project includes (i) the Downtown Marina basins and (ii) the uplands on the T-Dock and immediately adjacent to the Marina basins as needed to complete the reconstruction of the existing fuel dock as described in Exhibit B.

3. GUIDING PRINCIPLES: Redevelopment of the Downtown Marina shall consider:
    a. Maintain public access to St Andrews Bay.
    b. Achieve timely and cost-effective improvements which will help facilitate the marina returning to operation.
    c. Consider long-term commercial and recreational boating needs which will enable the Downtown Marina to be financially stable.

d. Ensure proper repair and maintenance that contributes to extending the useful life of the Downtown Marina.
e. Develop and pursue marina activities and improvements which will provide public benefits and positive economic impacts from marina operations.
f. Permit and operate marina facilities in an environmentally conscious manner.
g. Initiate ongoing progress through short-term agreement(s) which outline benchmarks toward the Parties' aspiration to enter into a long-term agreement for the full operational capacity of the Downtown Marina.

4. AUTHORIZATION TO PROCEED. The CMP is authorized to commence activities for which it may be compensated related to the proposed qualifying long-term project agreement, including, but not limited to,

a. Project Planning and Development: The Parties will collaborate to efficiently and effectively complete a phased approach to returning complete normal operations to the Downtown Marina within permitting, construction and market constraints.

b. Marina Design: The City has previously engaged JoePC for Marina design and the Parties will work cooperatively to complete the Marina design pursuant to the City's contracts and task orders. The City will be responsible for costs associated with JoePC's completion of pending task orders with the input and participation of CMP.

i. Environmental Permitting and Lease Modifications: CMP agrees to immediately pursue, at their expense, state and federal permitting authorizations which will enable construction of up to two hundred-forty (240) wet slips. CMP will utilize, to the extent possible, the City's most recent marina designs from JoePC of the Northwest basin and collaborate with JoePC and the City to design the Southeast basin. CMP will submit to the City for approval a concept design of the Southeast basin, and upon City Commission approval of such design, the City Manager is authorized to execute permit applications and Sovereignty Submerged Lands Fee Waived Lease (BOT File No. 030027071) modifications.

ii. Consultants: CMP may employ its consultants, at its sole discretion and at its sole expense except as otherwise provided herein.

c. Project Financing and Construction:

i. Reconstruction of existing fuel dock. CMP agrees to expedite the construction, at an estimated not-to-exceed $250,000 cost as generally outlined herein in the cost-plus contract (see "Exhibit B"), of the fuel docks and related equipment, and will use their best efforts to bring the existing fuel dock to full operational status within 30 days of this agreement.

ii. The Parties will cooperate to immediately purchase materials and equipment necessary to complete construction and installation of equipment and utilities necessary for the fuel dock's operations. In the

event modifications to the existing drawings are necessary, the City agrees to cooperate with permit modifications or de minimis alterations after approval by the City Manager. CMP shall, prior to commencing, acquire Commercial General Liability (including USL&H) naming the City as an additional insured, all as generally set forth in the Certification of Liability Insurance attached as Exhibit A. The limits may be maintained by a combination of Commercial General Liability, Excess Liability or Umbrella Liability. CMP shall also obtain Builders Risk insurance with minimum limits equal to the "Completed Insurable Value" of the improvements at $250,000.00. Also, CMP shall obtain workers' compensation and employers liability insurance, or if not applicable, cause general contractor (during all construction activities) to maintain, with limits sufficient to respond to Florida Statute §440. In addition, CMP shall obtain employers' liability insurance with limits of not less than: (i) $500,000.00 Bodily Injury by Accident, (ii) $500,000.00 Bodily Injury by Disease and (iii) $500,000.00 Bodily Injury by Disease, each employee.

5. FUNDING DURING INTERIM AGREEMENT PERIOD. Parties commit to self-funding professional review and evaluation by qualified professionals of proposed project elements to assure material quality standards, space utilization, cost and budget estimates, design and construction schedules consistent with public projects, site development and utility requirements. For purposes of this agreement, the City will maintain, at their expense, its ongoing relationship with JoePC and its consultants. The City and CMP will collaborate on any potential changes to the current design drawings. CMP will engage, as necessary, its consultants, at its expense, to (a) review JoePC's designs for the slip layout and design pursuant to this agreement for purposes of its responsibilities pursuant to Paragraph 4(c) above. To the extent that any design, documentation, or similar work product may be developed, prepared, acquired or paid for by CMP in the period contemplated by this initial agreement, that material will be owned or controlled by the City subject to normal controls and limitations typically imposed by those creating the material.

   As outlined above, City will fund construction of the temporary fuel dock and related upland improvements.

   In the event the Parties fail to reach a mutually agreeable long-term relationship within six (6) months of entering this Interim Agreement, the City will reimburse CMP for all reasonably incurred engineering and consultants costs associated with the design and permitting of the basins at actual cost plus twenty percent (20%).

6. DOCUMENTS AND RECORDS. The City has begun and will continue to share pertinent plans, documents, records, surveys, reports, regulatory notices, and correspondence with CMP.

7. GOOD FAITH. The Parties commit to good faith and fair dealings with one another.

8. LONG-TERM AGREEMENT. The Parties will use their best efforts to consider and approve a long-term agreement by August 31, 2024. This Agreement will expire either (i)

upon December 31, 2024, (ii) when the Parties enter into a long-term agreement or (iii) upon written acknowledgement by the Parties that this Agreement has been terminated, whichever event occurs first in time. However, by entering in to this agreement, neither party is obligated to enter into a long-term agreement.

9. DUTY TO OPERATE. The City commits to continuing to staff and operate the Downtown Marina in good faith and to the best of their abilities during the pendency of this Agreement and beyond subject to the agreed terms of the long-term partnership agreement.

10. LITIGATION: The Parties represent there is no pending litigation or known potential claims which might affect each party's performance of its rights and obligations outlined herein.

IN WITNESS WHEREOF, City Marina Partners, LLC and the City have executed or have caused this Agreement, with the named Exhibits attached, if any, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

ATTEST:

CITY OF PANAMA CITY

By: Michael K Rohan Sr

(Official Seal)

APPROVED AS TO FORM AND CORRECTNESS

Nevin J. Zimmerman, City Attorney

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this 18th day of June, 2024, by Michael K Rohan Sr. on behalf of the CITY OF PANAMA CITY. Said person (check one) ✓ is personally known to me, _____ produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or _____ produced other identification, to wit:

Print Name: Jan Edwards

Notary Public, State of: Florida
Commission No.: _____
My Commission Expires: _____

JAN EDWARDS
Commission # HH 419016
Expires July 9, 2027

WITNESSES FOR CITY MARINA PARTNERS, LLC:

Marija Kirkland
Print Name

Dillon Host
Print Name

CITY MARINA PARTNERS, LLC.

By: Donald C. Coker
Print Name

Its: Manager

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this 18th day of June, 2024, by Donald Coker of Panama City. Said person (check one) _____is personally known to me, ✓ produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or _____produced other identification, to wit:

Print Name: Derinda L. McQuagge
Notary Public, State of: Florida
Commission No.: HH 502054
My Commission Expires: 7.6.28

DERINDA LYNN MCQUAGGE
Notary Public - State of Florida
Commission # HH 502054
My Comm. Expires Jul 6, 2028
Bonded through National Notary Assn.

EXHIBIT A

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/1/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Acentria Insurance - PNS - Pensacola
10427 Sorrento Rd Ste 305
Pensacola FL 32507

CONTACT NAME: Melissa Harris
PHONE (A/C, No, Ext): 850-453-6512 FAX (A/C, No): 850-316-4563
E-MAIL ADDRESS: melissa.harris@acentria.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: New York Marine And General Insurance Company	16608
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

License # 100460

INSURED
RJGORMA-01
RJ Gorman Marine Construction, LLC
RJ Gorman Contracting, LLC
1944 Frankford Avenue
Panama City FL 32405

COVERAGES CERTIFICATE NUMBER: 944173411 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			ML202300002368	12/1/2023	12/1/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			ML202300002369	12/1/2023	12/1/2024	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 25,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC2023000023023	9/1/2023	9/1/2024	X PER STATUTE X OTH-ER	USL&H
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N / N/A						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Inland Marine			IM202300007283	12/1/2023	12/1/2024	Scheduled Equipment	5,000,000
A	Hull / P&I			ML202300007368	12/1/2023	12/1/2024	P&I with Crew	1,000,000
	S&A Pollution						S&A Pollution	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
USL&H Included

Inland Marine - $1,000,000 includes rented and leased equipment with a $2,500 AOP deductible/ 5% Named Storm Deductible

Equipment Floater - All Risk including Flood / Earthquake Boom Collapse & Overload

CERTIFICATE HOLDER

City of Panama City
501 Harrison Avenue
Panama City FL 32401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Exhibit B

COST PLUS CONTRACT

AGREEMENT made as of the « » day of « » in the year « 2024 »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

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

and the Contractor:
(Name, legal status, address and other information)

«City Marina Partners, LLC. »« »
« »
« »
« »

for the following Project:
(Name, location and detailed description)

« Reconstruction of existing fuel dock at downtown marina. »
« »
« »

The Architect:
(Name, legal status, address and other information)

«N/A »« »
« »
« »
« »

The Owner and Contractor agree as follows.

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 RELATIONSHIP OF THE PARTIES

4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

5 CONTRACT SUM

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7 COSTS TO BE REIMBURSED

8 COSTS NOT TO BE REIMBURSED

9 DISCOUNTS, REBATES AND REFUNDS

10 SUBCONTRACTS AND OTHER AGREEMENTS

11 ACCOUNTING RECORDS

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14 TERMINATION OR SUSPENSION

15 MISCELLANEOUS PROVISIONS

16 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 16.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others. Those portions of the certain Interim Agreement dated June 18, 2024 between City Marina Partners (CMP) and the City of Panama City, Florida which are applicable to this Contract are incorporated herein by reference. The Work is generally described as the reconstruction of the fuel dock as follows:

*Reestablish gasoline and diesel services using existing underground tanks and city-installed piping that is currently terminated at the bulkhead. CMP will install pumps, hose reels and extend fuel lines and required utilities out on the dock for fuel operations.

*Extend water and electricity to the fuel dock, with a preference for permanent power over temporary generators. CMP would work with City staff to pull water lines from the base of the 9-11 memorial. Electrical will be pulled from the Civic Center or near Harrison's Restaurant.

*Install a floating dock with an ADA-compliant ramp similar to pre-hurricane Michael conditions.

*Clean up hurricane debris and repair damaged deck boards as well as cosmetic cleaning and painting that is needed.

*Set up a temporary office with AC for employees and portable bathrooms until permanent facilities are built.

*Manage facility with existing city employees and software already owned by the City.

ARTICLE 3 RELATIONSHIP OF THE PARTIES

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 4
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 4.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[« X »] The date of this Agreement.

[« »] A date set forth in a notice to proceed issued by the Owner.

[« »] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

« »

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 4.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 4.3 Substantial Completion

§ 4.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[« »] Not later than « » (« ») calendar days from the date of commencement of the Work.

[« X »] By the following date: « July 1, 2024 »

§ 4.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 4.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 4.3, liquidated damages, if any, shall be assessed as set forth in Section 5.1.6.

ARTICLE 5 CONTRACT SUM

§ 5.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Contractor's Fee.

§ 5.1.1 The Contractor's Fee:
(State a lump sum, percentage of Cost of the Work, or other provision for determining the Contractor's Fee.)

« 20% of the Cost of Work which shall not exceed Two Hundred Fifty Thousand Dollars ($250,000.00). »

§ 5.1.2 The method of adjustment of the Contractor's Fee for changes in the Work:

« »

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

« »

§ 5.1.4 Rental rates for Contractor-owned equipment shall not exceed « twenty » percent («20» %) of the standard rental rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit ($0.00)

§ 5.1.6 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

« »

§ 5.1.7 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

« Contractor will solicit competitive bids where applicable and in accordance with the City procurement policy.»

§ 5.2 Control Estimate
§ 5.2.1 The Contractor shall prepare and submit to the Owner, in writing, a Control Estimate of Two Hundred Fifty Thousand Dollars ($250,000.00). The Control Estimate includes the estimated Cost of the Work plus the Contractor's Fee. The Control Estimate shall be used to monitor actual costs and the timely performance of the Work. The Contractor shall update the Control Estimate with each Application for Payment as needed to reflect changes in the Work.

§ 5.2.2 The Control Estimate shall include

.1 the documents enumerated in Article 16, including all Modifications thereto;

.2 a list of the assumptions made by the Contractor in the preparation of the Control Estimate, including assumptions under Section 5.2.4, to supplement the information provided by the Owner and contained in the Contract Documents;

.3 a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee;

.4 a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment, and the Owner's occupancy requirements; and

.5 contingencies for further development of design and construction, as required by Section 5.2.4.

§ 5.2.3 The Contractor shall meet with the Owner and Architect to review the Control Estimate. In the event that the Owner or Architect discovers any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Contractor, who shall make appropriate adjustments to the Control Estimate. When the Control Estimate is acceptable to the Owner, the Owner shall acknowledge it in writing.

§ 5.2.4 To the extent that the Contract Documents are anticipated to require further development, the Contractor shall provide in the Control Estimate for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated in a revised Control Estimate by mutual agreement of the parties.

§ 5.2.5 The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.

§ 5.2.6 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Contract Documents.

ARTICLE 6
CHANGES IN THE WORK

§ 6.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Article 7 of AIA Document A201™–2017, General Conditions of the Contract for Construction. The Contractor shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work. The Contractor shall incorporate all changes in the Work and Contract Time as separate entries in the Control Estimate.

§ 6.2 Increased costs for the items set forth in Article 7 which result from changes in the Work shall become part of the Cost of the Work, and the Contractor's Fee shall be adjusted as provided in Article 5.

§ 6.3 If the Contractor receives any drawings, specifications, interpretations or instructions from the Owner or Architect which are inconsistent with the Contract Documents, or encounters unanticipated conditions, any of which will result in a significant change in the Cost of the Work or estimated date of Substantial Completion in comparison with the Control Estimate, the Contractor shall promptly notify the Owner and Architect in writing and shall not proceed with the affected Work until the Contractor receives further written instructions from the Owner and Architect.

§ 6.4 If no specific provision is made in Article 5 for adjustment of the Contractor's Fee in the case of changes in the Work, or if the extent of changes is such, in the aggregate, that application of the adjustment provisions of Article 5 will cause substantial inequity to the Owner or Contractor, the Contractor's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work.

ARTICLE 7
COSTS TO BE REIMBURSED

§ 7.1 Cost of the Work
§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. The Cost of the Work shall include only the items set forth in this Article 7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Contractor shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs
§ 7.2.1 Wages or salaries of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Contractor's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:
(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

§ 7.2.3 Wages or salaries of the Contractor's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Contractor, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments, and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs
Payments made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction
§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Contractor shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Contractor, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of a comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Contractor's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Contractor, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Contractor is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Contractor is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Contractor resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Contractor had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Contractor failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Contractor's Fee.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Contractor's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Contractor, reasonably incurred by the Contractor after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Contractor's standard written personnel policy for relocation and temporary living allowances of the Contractor's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Contractor's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Contractor, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by negligence of, or failure to fulfill a specific responsibility by, the Contractor, and only to the extent that the cost of repair or correction is not recovered by the Contractor from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Contractor; (2) any entity in which any stockholder in, or management employee of, the Contractor holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Contractor; and (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Contractor.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Contractor shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 10. If the Owner fails to authorize the transaction in writing, the Contractor shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 10.

ARTICLE 8 COSTS NOT TO BE REIMBURSED

§ 8.1 The Cost of the Work shall not include the items listed below:

.1 Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 15;

.2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Contractor or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;

.3 Expenses of the Contractor's principal office and offices other than the site office;

.4 Overhead and general expenses, except as may be expressly included in Article 7;

.5 The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work;

.6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Contractor, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable; and

.7 Any cost not specifically and expressly described in Article 7.

.8 **Any Work performed by a Related Party shall be considered Work performed by CMP and shall not be subject to the payment of an additional Contractor's Fee pursuant to section 5.1.1.**

ARTICLE 9 DISCOUNTS, REBATES AND REFUNDS

§ 9.1 Cash discounts obtained on payments made by the Contractor shall accrue to the Owner if (1) before making the payment, the Contractor included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials, and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be obtained.

§ 9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 10
SUBCONTRACTS AND OTHER AGREEMENTS

§ 10.1 Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or other appropriate agreements with the Contractor. The Owner may designate specific persons from whom, or entities from which, the Contractor shall obtain bids. The Contractor shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Contractor shall deliver such bids to the Architect and Owner with an indication as to which bids the Contractor intends to accept. The Owner then has the right to review the Contractor's list of proposed subcontractors and suppliers in consultation with the Architect and to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Contractor of its responsibility to perform the Work in accordance with the Contract Documents. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection.

§ 10.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of a cost-plus a fee, the Contractor shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Contractor in Article 11.

§ 10.3 The Contractor shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Contractor shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the Owner's approval of the Control Estimate, the Owner shall procure the items on terms and conditions acceptable to the Contractor. Upon the Owner's approval of the Control Estimate, the Owner shall assign all contracts for these items to the Contractor and the Contractor shall thereafter accept responsibility for them.

ARTICLE 11 ACCOUNTING RECORDS

The Contractor shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Contractor's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating

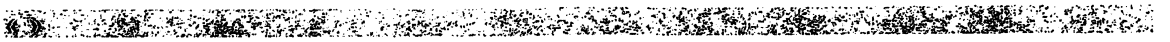
to this Contract. The Contractor shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 12 PAYMENTS

§ 12.1 Progress Payments

§ 12.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 12.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:



§ 12.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the [illegible] day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than [illegible] ([illegible]) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 12.1.4 With each Application for Payment, the Contractor shall submit the cost control information required in Section 5.2.5 along with payrolls, petty cash accounts, receipted invoices, or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 12.1.5 Applications for Payment shall show the Cost of the Work actually incurred by the Contractor through the end of the period covered by the Application for Payment and for which the Contractor has made or intends to make actual payment prior to the next Application for Payment.

§ 12.1.6 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 12.1.6.1 The amount of each progress payment shall first include:

.1 The Cost of the Work as described in Article 7;

.2 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and

.3 The Contractor's Fee computed upon the Cost of the Work described in the preceding Section 12.1.6.1.1 at the rate stated in Section 5.1.1; or if the Contractor's Fee is stated as a fixed sum in Section 5.1.1, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work included in Section 12.1.6.1.1 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 12.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;

.5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 12.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Retainage withheld pursuant to Section 12.1.7.

§ 12.1.7 Retainage

§ 12.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

« 5% »

§ 12.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

« »

§ 12.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 12.1.7.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

« »

§ 12.1.7.3 Except as set forth in this Section 12.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 12.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

« »

§ 12.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 12.1.9 Except with the Owner's prior written approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 12.1.10 The Owner and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 12.1.11 In taking action on the Contractor's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 12.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 12.2 Final Payment

§ 12.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract, except for the Contractor's responsibility to correct Work, as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the Contractor has submitted a final accounting for the Cost of the Work and a final Application for Payment; and

.3 a final Certificate for Payment has been issued by the Architect in accordance with Section 12.2.2.

§ 12.2.2 Within 30 days of the Owner's receipt of the Contractor's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 12.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditor's findings to the Architect.

§ 12.2.2.2 Within seven days after receipt of the written report described in Section 12.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 12.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Contractor, or notify the Contractor and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 12.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Contractor's final accounting.

§ 12.2.2.3 If the Owner's auditors report concludes that the Cost of the Work, as substantiated by the Contractor's final accounting, is less than claimed by the Contractor, the Contractor shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Contractor within 30 days after the Contractor's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Contractor. Pending a final resolution of the disputed amount, the Owner shall pay the Contractor the amount certified in the Architect's final Certificate for Payment.

§ 12.2.3 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 12.2.4 If, subsequent to final payment, and at the Owner's request, the Contractor incurs costs, described in Article 7 and not excluded by Article 8 to correct defective or nonconforming Work, the Owner shall reimburse the Contractor for such costs, and the Contractor's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment.

§ 12.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 13 DISPUTE RESOLUTION

§ 13.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 unless the parties appoint below another individual, not a party to the Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »
« »
« »

§ 13.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[« »] Arbitration pursuant to Section 15 of AIA Document A201–2017

[« X »] Litigation in a court of competent jurisdiction

[« »] Other *(Specify)*

« »

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction. The prevailing party shall be entitled to an award of its reasonable costs, expenses, expert fees, and attorney's fees. The exclusive venue for any litigation arising from or related to this Agreement shall rest in the courts of Bay County, Florida.

ARTICLE 14 TERMINATION OR SUSPENSION

§ 14.1 Termination
§ 14.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 14.1.2 Termination by the Owner for Cause
§ 14.1.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the Owner shall then only pay the Contractor an amount calculated as follows:

.1 Take the Cost of the Work incurred by the Contractor to the date of termination;
.2 Add the Contractor's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
.3 Subtract the aggregate of previous payments made by the Owner; and
.4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 14.1.2.2 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 14.1.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 14, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

§ 14.1.3 Termination by the Owner for Convenience
If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of or method for determining the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

« The same method as provided for in Section 14.1.2.1 above. »

§ 14.2 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Article 5 and Section 6.4 of this Agreement.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 15.2 The Owner's representative:
(Name, address, email address and other information)

« Jonathan H. Hayes »
« City Manager »
« jhayes@panamacity.gov »
« »
« »
« »

§ 15.3 The Contractor's representative:
(Name, address, email address and other information)

« »
« »
« »
« »
« »
« »

§ 15.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 15.5 Insurance and Bonds

§ 15.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A103™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 15.5.2 The Contractor shall provide bonds as set forth in AIA Document A103–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 15.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or otherwise as set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« »

§ 15.7 Other provisions:

« »

ARTICLE 16
ENUMERATION OF CONTRACT DOCUMENTS

§ 16.1 This Agreement is comprised of the following documents:

.1 AIA Document A103™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A103™–2017, Exhibit A, Insurance and Bonds

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

.4

(Insert the date of the E203-2013 incorporated into this Agreement.)

« »

.5 Drawings

Number	Title	Date

.6 Specifications

Section	Title	Date	Pages

.7 Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to proposal requirements are not part of the Contract Documents unless the proposal requirements are also enumerated in this Article 16.

.8 Other Exhibits:
(Check all boxes that apply.)

[« »] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

« »

[« »] The Sustainability Plan:

Title	Date	Pages

[« X »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

« Exhibit A - That certain Interim Agreement dated June 18, 2024 between CMP and the City of Panama City, Florida.
Exhibit B – Certificate of Insurance (including Jones Act coverage).
»

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
« »« »	« »« »
(Printed name and title)	*(Printed name and title)*

RESOLUTION NO. 20260210.3

A RESOLUTION PROVIDING FOR THE AMENDMENT OF THE APPROVED FISCAL YEAR 2025-2026 BUDGET TO UTILIZE MARINA RESERVES FOR PAYMENT TO CITY MARINA PARTNERS FOR INCURRED COSTS.

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
MARINA FUND REVENUES	
450.0000.370.000 – Budgetary Changes in Reserves	$98,163
MARINA FUND APPROPRIATIONS	
450.7500.53100 – Professional Services	$98,163

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 10th day of February, 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

Agenda Item Request Form

ITEM: **Consideration of Approval for award of Bid PC26-015 and contract for CDBG-DR Project known as Area O-2, in the amount of $2,027,392.01, with 5% Contingency, to total $2,128,761.61 to Royal American Construction Company, Inc.**

BACKGROUND INFORMATION: **The project involves the replacement of approximately 2,845 linear feet of water line, 2,041 linear feet of sewer line, 641 linear feet of sewer lining, and 475 linear feet of stormwater lines. This project is located in Downtown Panama City and involves work along: Harmon Ave., McKenzie Ave., E 3rd Ct., E 4th St., E 5th St., McKenzie Alley, McQuagge Ct., and Justice Way. The project has an expected duration of 300 days.**

An Invitation to Bid (ITB) was advertised by the City to secure competitive bids for PC26-015, the CDBG-DR Project known as Area O-2. Bids were received from Mainline Construction, LLC; ECSC, LLC; Gulf Coast Utility Contractors, LLC; American Sand & Asphalt Paving; CBC Construction; 850 Construction Services, LLC; C.W. Roberts Contracting, Inc., and Royal American Construction Company, Inc. Royal American Construction Company was found to be the lowest bidder with the proposed amount of $2,027,392.01.

We request the Commission approve this project for the Bid amount of $2,027,392.01, which includes CDBG-DR funded improvements ($1,813,940.31), and non-CDBG funded improvements ($213,451.70). We also request to preauthorize any Change Orders up to a cumulative amount of $101,369.60 (5% of contract amount), resulting in a total project amount of $2,128,761.61. Any change order value which exceeds this amount would be brought back to the commission for approval.

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

BUDGET IMPACT

Budgeted? Yes: ☐ **No:** ☐ **Partially:** ☒ **CDBG-DR and Surtax funds**
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: **411.8032.56500 and Surtax funds**
☐ Personnel $
☐ Operating $
X Capital $ **$2,128,761.61**
☐ Revenue $

Requested By:	**Suzanne Mandel, Project Manager**	**Date: 02/20/2026**
Prepared By:	**Suzanne Mandel, Project Manager**	**Date: 02/20/2026**
Reviewed By:	**Angie Lightfoot, Administrative Manager**	**Date: 02/20/2026**
Approved By:	**Clint Murphy, Director of Public Works** *CM*	**Date: 02/20/2026**

City of Panama City
PC26-015 Area O-2 Improvements
McNeil Carroll Engineering Project No. 135.38

BID TABULATION

ITEM NO.	DESCRIPTION	Quantity	Unit of Measure	Royal American Construction Company, Inc		Mainline Construction, LLC		ECSC, LLC		Gulf Coast Utility Contractors, LLC		American Sand & Asphalt Paving		CBC Construction		850 Construction Services, LLC		C.W. Roberts Contracting, Inc	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
2.01 - GENERAL CONDITIONS																			
2.01A	MOBILIZATION	1	LS	$ 50,334.00	$ 50,334.00	$ 37,910.00	$ 37,910.00	$ 34,680.42	$ 34,680.42	$ 104,000.00	$ 104,000.00	$ 60,000.00	$ 60,000.00	$ 77,965.05	$ 77,965.05	$ 74,624.85	$ 74,624.85	$ 352,000.00	$ 352,000.00
2.01B	PERFORMANCE AND PAYMENT BONDS	1	LS	$ 15,100.00	$ 15,100.00	$ 15,000.00	$ 15,000.00	$ 23,998.59	$ 23,998.59	$ 27,500.00	$ 27,500.00	$ 30,000.00	$ 30,000.00	$ 37,026.00	$ 37,026.00	$ 67,603.11	$ 67,603.11	$ 14,000.00	$ 14,000.00
2.01C	MAINTENANCE OF TRAFFIC	1	LS	$ 16,107.00	$ 16,107.00	$ 17,490.00	$ 17,490.00	$ 57,017.40	$ 57,017.40	$ 27,500.00	$ 27,500.00	$ 60,000.00	$ 60,000.00	$ 197,472.00	$ 197,472.00	$ 77,197.68	$ 77,197.68	$ 260,000.00	$ 260,000.00
2.01D	CONSTRUCTION TESTING / BACTERIOLOGICAL SAMPLES	1	LS	$ 19,670.00	$ 19,670.00	$ 35,160.40	$ 35,160.40	$ 55,553.66	$ 55,553.66	$ 10,000.00	$ 10,000.00	$ 25,000.00	$ 25,000.00	$ 24,684.00	$ 24,684.00	$ 25,204.86	$ 25,204.86	$ 200,000.00	$ 200,000.00
2.01E	CERTIFIED AS-BUILT BY PROFESSIONAL SURVEYOR	1	LS	$ 21,856.00	$ 21,856.00	$ 22,775.00	$ 22,775.00	$ 31,498.15	$ 31,498.15	$ 15,000.00	$ 15,000.00	$ 20,000.00	$ 20,000.00	$ 21,598.50	$ 21,598.50	$ 49,627.10	$ 49,627.10	$ 68,000.00	$ 68,000.00
2.01F	PROJECT SIGNS (ONE AT EACH END OF PROJECT)	4	LS	$ 4,671.00	~~$4,671.00~~ $18,684.00	$ 775.50	$ 3,102.00	$ 1,517.41	$ 6,069.64	$ 15,000.00	$ 60,000.00	$ 1,500.00	$ 6,000.00	$ 2,468.40	$ 9,873.60	$ 1,654.24	$ 6,616.96	$ 1,700.00	$ 6,800.00
2.01G	OVERHEAD & PROFIT	1	LS	$ 201,338.00	$ 201,338.00	$ 8,250.00	$ 8,250.00	$ 386,661.26	$ 386,661.26	$ 150,000.00	$ 150,000.00	$ 100,000.00	$ 100,000.00	$ 135,688.51	$ 135,688.51	$ 466,127.00	$ 466,127.00	$ 150,000.00	$ 150,000.00
2.01H	ALLOWANCE FOR UNFORESEEN CONDITIONS	1	LS	$ 2,919.00	$ 2,919.00	$ 10,436.23	$ 10,436.23	$ 49,997.07	$ 49,997.07	$ -	$ -	$ 10,000.00	$ 10,000.00	$ 11,856.00	$ 11,856.00	$ 30,000.00	$ 30,000.00	$ 31,500.00	$ 31,500.00
	GENERAL CONDITIONS BID SUBTOTALS			**SUBTOTAL**	~~**$331,995.00**~~ **$346,008.00**	**SUBTOTAL**	**$ 150,123.63**	**SUBTOTAL**	**$ 645,476.19**	**SUBTOTAL**	**$ 394,000.00**	**SUBTOTAL**	**$ 311,000.00**	**SUBTOTAL**	**$ 516,163.66**	**SUBTOTAL**	**$ 797,001.56**	**SUBTOTAL**	**$ 1,082,300.00**
3.01 - WATER SYSTEM IMPROVEMENTS																			
3.01A	8" PVC WATER MAIN	3050	LF	$ 31.63	$ 96,471.50	$ 42.16	$ 128,588.00	$ 40.98	$ 124,989.00	$ 39.75	$ 121,237.50	$ 48.00	$ 146,400.00	$ 48.37	$ 147,528.50	$ 25.90	$ 78,995.00	$ 47.00	$ 143,350.00
3.01A	6" PVC WATER MAIN	100	LF	$ 23.90	$ 2,390.00	$ 26.69	$ 2,669.00	$ 25.58	$ 2,558.00	$ 35.00	$ 3,500.00	$ 36.00	$ 3,600.00	$ 39.15	$ 3,915.00	$ 17.89	$ 1,789.00	$ 52.00	$ 5,200.00
3.01C	8" DI MJ GATE VALVE	33	EA	$ 2,298.12	$ 75,837.96	$ 2,956.63	$ 97,568.79	$ 2,496.65	$ 82,389.45	$ 3,000.00	$ 99,000.00	$ 3,322.00	$ 109,626.00	$ 3,054.03	$ 100,782.99	$ 2,878.91	$ 95,004.03	$ 2,942.00	$ 97,086.00
3.01C	6" DI MJ GATE VALVE	8	EA	$ 1,597.88	$ 12,783.04	$ 2,199.95	$ 17,599.60	$ 2,013.97	$ 16,111.76	$ 2,350.00	$ 18,800.00	$ 2,196.00	$ 17,568.00	$ 2,301.90	$ 18,415.20	$ 1,816.15	$ 14,529.20	$ 2,300.00	$ 18,400.00
3.01D	8" DI MJ TEE	14	EA	$ 841.64	$ 11,782.96	$ 1,141.40	$ 15,979.60	$ 611.56	$ 8,561.84	$ 1,500.00	$ 21,000.00	$ 1,300.00	$ 18,200.00	$ 1,126.70	$ 15,773.80	$ 873.45	$ 12,228.30	$ 1,025.00	$ 14,350.00
3.01D	6" x 8" REDUCING TEE	8	EA	$ 734.75	$ 5,878.00	$ 1,019.14	$ 8,153.12	$ 862.10	$ 6,896.80	$ 1,250.00	$ 10,000.00	$ 1,200.00	$ 9,600.00	$ 1,110.78	$ 8,886.24	$ 984.25	$ 7,874.00	$ 915.00	$ 7,320.00
3.01E	8" x 8" x 8" TAPPING SLEEVE AND VALVE	5	EA	$ 3,773.00	$ 18,865.00	$ 6,515.06	$ 32,575.30	$ 3,582.62	$ 17,913.10	$ 6,750.00	$ 33,750.00	$ 4,800.00	$ 24,000.00	$ 5,553.90	$ 27,769.50	$ 6,675.47	$ 33,377.35	$ 4,100.00	$ 20,500.00
3.01E	6" x 6" x 6" TAPPING SLEEVE AND VALVE	2	EA	$ 2,882.00	$ 5,764.00	$ 5,544.64	$ 11,089.28	$ 2,803.22	$ 5,606.44	$ 5,750.00	$ 11,500.00	$ 1,600.00	$ 3,200.00	$ 4,610.35	$ 9,220.70	$ 5,095.99	$ 10,191.98	$ 3,800.00	$ 7,600.00
3.01E	4" x 4" x 4" TAPPING SLEEVE AND VALVE	1	EA	$ 2,368.00	$ 2,368.00	$ 4,510.74	$ 4,510.74	$ 2,551.87	$ 2,551.87	$ 5,000.00	$ 5,000.00	$ 2,000.00	$ 2,000.00	$ 4,181.34	$ 4,181.34	$ 4,046.03	$ 4,046.03	$ 3,700.00	$ 3,700.00
3.01D	8" DI MJ RESTRAINED CAP	16	EA	$ 330.56	$ 5,288.96	$ 494.82	$ 7,917.12	$ 338.99	$ 5,423.84	$ 750.00	$ 12,000.00	$ 600.00	$ 9,600.00	$ 456.04	$ 7,296.64	$ 284.74	$ 4,555.84	$ 550.00	$ 8,800.00
3.01D	6" DI MJ RESTRAINED CAP	2	EA	$ 264.00	$ 528.00	$ 489.03	$ 978.06	$ 269.02	$ 538.04	$ 750.00	$ 1,500.00	$ 600.00	$ 1,200.00	$ 359.65	$ 719.30	$ 216.22	$ 432.44	$ 480.00	$ 960.00
3.01O	8" CONCRETE ANCHOR BLOCK	16	EA	$ 58.38	$ 934.08	$ 378.00	$ 6,048.00	$ 282.58	$ 4,521.28		$ -	$ 2,500.00	$ 40,000.00	$ 69.86	$ 1,117.76	$ 220.56	$ 3,528.96	$ 350.00	$ 5,600.00
3.01O	6" CONCRETE ANCHOR BLOCK	2	EA	$ 58.50	$ 117.00	$ 378.00	$ 756.00	$ 282.58	$ 565.16		$ -	$ 1,900.00	$ 3,800.00	$ 69.86	$ 139.72	$ 220.56	$ 441.12	$ 340.00	$ 680.00
3.01M	8" LINE STOP	6	EA	$ 9,425.00	$ 56,550.00	$ 9,342.00	$ 56,052.00	$ 7,730.38	$ 46,382.28	$ 12,500.00	$ 75,000.00	$ 2,900.00	$ 17,400.00	$ 7,715.10	$ 46,290.60	$ 12,195.09	$ 73,170.54	$ 8,841.00	$ 53,046.00
3.01M	6" LINE STOP	2	EA	$ 7,833.00	$ 15,666.00	$ 8,478.00	$ 16,956.00	$ 6,387.63	$ 12,775.26	$ 11,250.00	$ 22,500.00	$ 21,000.00	$ 42,000.00	$ 6,514.48	$ 13,028.96	$ 9,706.77	$ 19,413.54	$ 7,925.00	$ 15,850.00
3.01D	8" DI MJ 45 BEND	8	EA	$ 525.63	$ 4,205.04	$ 838.34	$ 6,706.72	$ 556.73	$ 4,453.84	$ 1,000.00	$ 8,000.00	$ 1,200.00	$ 9,600.00	$ 693.62	$ 5,548.96	$ 481.88	$ 3,855.04	$ 585.00	$ 4,680.00
3.01D	6" DI MJ 45 BEND	1	EA	$ 405.00	$ 405.00	$ 558.65	$ 558.65	$ 424.83	$ 424.83	$ 1,000.00	$ 1,000.00	$ 1,200.00	$ 1,200.00	$ 548.35	$ 548.35	$ 579.10	$ 579.10	$ 461.00	$ 461.00
3.01D	8" DI MJ 90 BEND	1	EA	$ 572.00	$ 572.00	$ 889.09	$ 889.09	$ 619.50	$ 619.50	$ 1,000.00	$ 1,000.00	$ 1,200.00	$ 1,200.00	$ 784.59	$ 784.59	$ 529.96	$ 529.96	$ 632.00	$ 632.00
3.01N	8' WATER CONCRETE ENCASEMENT	85	EA	$ 17.51	$ 1,488.35	$ 53.65	$ 4,560.25	$ 43.11	$ 3,664.35	$ 40.00	$ 3,400.00	$ 85.00	$ 7,225.00	$ 116.02	$ 9,861.70	$ 33.09	$ 2,812.65	$ 220.00	$ 18,700.00
3.01D	4" x 8" DI MJ REDUCER	2	EA	$ 352.50	$ 705.00	$ 715.63	$ 1,431.26	$ 412.10	$ 824.20	$ 1,000.00	$ 2,000.00	$ 900.00	$ 1,800.00	$ 564.65	$ 1,129.30	$ 397.66	$ 795.32	$ 568.00	$ 1,136.00
3.01C	4" DI MJ GATE VALVE	2	EA	$ 1,260.00	$ 2,520.00	$ 1,892.20	$ 3,784.40	$ 1,588.29	$ 3,176.58	$ 1,750.00	$ 3,500.00	$ 1,900.00	$ 3,800.00	$ 1,984.22	$ 3,968.44	$ 1,703.90	$ 3,407.80	$ 1,994.00	$ 3,988.00
3.01D	4" DI MJ RESTRAINED CAP	2	EA	$ 210.50	$ 421.00	$ 302.51	$ 605.02	$ 208.48	$ 416.96	$ 750.00	$ 1,500.00	$ 1,200.00	$ 2,400.00	$ 279.54	$ 559.08	$ 160.93	$ 321.86	$ 403.00	$ 806.00
3.01O	4" CONCRETE ANCHORED BLOCK	2	EA	$ 41.00	$ 82.00	$ 351.00	$ 702.00	$ 282.58	$ 565.16		$ -	$ 1,400.00	$ 2,800.00	$ 69.86	$ 139.72	$ 220.56	$ 441.12	$ 340.00	$ 680.00
3.01M	4" LINE STOP	2	EA	$ 6,564.00	$ 13,128.00	$ 8,154.00	$ 16,308.00	$ 6,198.64	$ 12,397.28	$ 10,750.00	$ 21,500.00	$ 12,000.00	$ 24,000.00	$ 6,052.88	$ 12,105.76	$ 7,757.01	$ 15,514.02	$ 7,400.00	$ 14,800.00
3.01H	2" CUT AND CAP CONNECTION	1	EA	$ 248.00	$ 248.00	$ 1,294.54	$ 1,294.54	$ 928.20	$ 928.20	$ 12,500.00	$ 12,500.00	$ 600.00	$ 600.00	$ 6,514.97	$ 6,514.97	$ 115.25	$ 115.25	$ 960.00	$ 960.00
3.01D	2" DI MJ RESTRAINED CAP	1	EA	$ 137.00	$ 137.00	$ 403.54	$ 403.54	$ 253.03	$ 253.03	$ 500.00	$ 500.00	$ 1,000.00	$ 1,000.00	$ 282.26	$ 282.26	$ 126.06	$ 126.06	$ 390.00	$ 390.00
3.01O	2" CONCRETE ANCHOR BLOCK	1	EA	$ 29.00	$ 29.00	$ 351.00	$ 351.00	$ 282.58	$ 282.58		$ -	$ 1,000.00	$ 1,000.00	$ 69.86	$ 69.86	$ 220.56	$ 220.56	$ 344.00	$ 344.00
3.01K	RELOCATE FIRE HYDRANT	3	EA	$ 1,775.67	$ 5,327.01	$ 833.01	$ 2,499.03	$ 2,744.03	$ 8,232.09	$ 2,750.00	$ 8,250.00	$ 12,000.00	$ 36,000.00	$ 3,085.50	$ 9,256.50	$ 1,641.66	$ 4,924.98	$ 2,600.00	$ 7,800.00
3.01J	FIRE HYDRANT ASSEMBLY	3	EA	$ 6,168.00	$ 18,504.00	$ 4,388.07	$ 13,164.21	$ 5,835.96	$ 17,507.88	$ 5,000.00	$ 15,000.00	$ 12,000.00	~~$24,000.00~~ $36,000.00	$ 8,692.34	$ 26,077.02	$ 5,838.28	$ 17,514.84	$ 7,800.00	$ 23,400.00
3.01L	PE WATER SERVICE	65	EA	$ 554.89	$ 36,067.85	$ 1,054.36	$ 68,533.40	$ 1,009.40	$ 65,611.00	$ 1,400.00	$ 91,000.00	$ 1,900.00	$ 123,500.00	$ 865.36	$ 56,248.40	$ 592.22	$ 38,494.30	$ 1,050.00	$ 68,250.00
3.01O	8" BELL RESTRAINT	20	EA	$ 175.60	$ 3,512.00	$ 381.20	$ 7,624.00	$ 325.73	$ 6,514.60	$ 250.00	$ 5,000.00	$ 900.00	$ 18,000.00	$ 220.55	$ 4,411.00	$ 184.97	$ 3,699.40	$ 130.00	$ 2,600.00
3.02 - EROSION AND SEDIMENT CONTROL DEVICES																			
3.01A	STAKED SILT FENCE, TYPE III	4000	LF	$ 2.19	$ 8,760.00	$ 2.52	$ 10,080.00	$ 3.08	$ 12,320.00	$ 2.50	$ 10,000.00	$ 5.00	$ 20,000.00	$ 2.22	$ 8,880.00	$ 3.09	$ 12,360.00	$ 3.60	$ 14,400.00
3.02B	INLET PROTECTION SYSTEM	11	EA	$ 175.18	$ 1,926.98	$ 274.32	$ 3,017.52	$ 153.49	$ 1,688.39	$ 500.00	$ 5,500.00	$ 300.00	$ 3,300.00	$ 370.26	$ 4,072.86	$ 441.13	$ 4,852.43	$ 350.00	$ 3,850.00
3.03 - DEMOLITION AND SITE RESTORATION																			
3.03A	ABANDONMENT (INCLUDING EXISTING HYDRANT REMOVAL)	1	LS	$ 8,183.00	$ 8,183.00	$ 2,934.18	$ 2,934.18	$ 6,283.63	$ 6,283.63	$ 25,000.00	$ 25,000.00	$ 22,500.00	$ 22,500.00	$ 50,000.00	$ 50,000.00	$ 9,374.00	$ 9,374.00	$ 1,000.00	$ 1,000.00
3.03A.1	FLOWABLE FILL EXISTING WATER MAINS	1	LS	$ 14,731.00	$ 14,731.00	$ 19,529.94	$ 19,529.94	$ 8,214.33	$ 8,214.33	$ 28,750.00	$ 28,750.00	$ 22,500.00	$ 22,500.00	$ 4,001.19	$ 4,001.19	$ 62,515.42	$ 62,515.42	$ 14,000.00	$ 14,000.00
3.03B	REMOVAL OF EXISTING DRIVEWAYS	1	LS	$ 7,908.00	$ 7,908.00	$ 8,586.00	$ 8,586.00	$ 6,765.75	$ 6,765.75	$ 7,500.00	$ 7,500.00	$ 30,000.00	$ 30,000.00	$ 44,414.70	$ 44,414.70	$ 8,327.65	$ 8,327.65	$ 7,050.00	$ 7,050.00
3.03D	REMOVE & REPLACE SINGLE POST MAILBOX	2	EA	$ 876.00	$ 1,752.00	$ 324.00	$ 648.00	$ 280.23	$ 560.46	$ 750.00	$ 1,500.00	$ 500.00	$ 1,000.00	$ 308.55	$ 617.10	$ 237.11	$ 474.22	$ 800.00	$ 1,600.00
3.03G	TREE REMOVAL	3	EA	$ 2,732.00	$ 8,196.00	$ 810.00	$ 2,430.00	$ 1,505.71	$ 4,517.13	$ 750.00	$ 2,250.00	$ 2,000.00	$ 6,000.00	$ 4,936.80	$ 14,810.40	$ 551.41	$ 1,654.23	$ 2,000.00	$ 6,000.00
3.03H	LIGHTS TO BE RELOCATED	2	EA	$ 1,639.00	$ 3,278.00	$ 810.00	$ 1,620.00	$ 3,449.80	$ 6,899.60	$ 1,750.00	$ 3,500.00	$ 10,000.00	$ 20,000.00	$ 2,468.40	$ 4,936.80	$ 5,514.12	$ 11,028.24	$ 2,000.00	$ 4,000.00
3.03F	PERFORMANCE TURF, SOD	8667	SY	$ 9.84	$ 85,283.28	$ 7.78	$ 67,429.26	$ 5.00	$ 43,335.00	$ 4.25	$ 36,834.75	$ 6.00	$ 52,002.00	$ 6.71	$ 58,155.57	$ 10.20	$ 88,403.40	$ 10.00	$ 86,670.00
	WATER SYSTEM IMPROVEMENTS BID SUBTOTALS			**SUBTOTAL**	**$ 538,594.01**	**SUBTOTAL**	**$ 653,130.62**	**SUBTOTAL**	**$ 554,240.49**	**SUBTOTAL**	**$ 729,772.25**	**SUBTOTAL**	~~**$883,621.00**~~ **$895,621.00**	**SUBTOTAL**	**$ 732,460.78**	**SUBTOTAL**	**$ 651,919.18**	**SUBTOTAL**	~~**$552,069.00**~~ **$690,639.00**

4.01 - WASTEWATER SYSTEM IMPROVEMENTS																							
4.01A	8" PVC GRAVITY SEWER MAIN (4 - 8 VF DEEP)	1155	LF	$ 37.42	$ 43,220.10	$ 52.73	$ 60,903.15	$ 35.84	$ 41,395.20	$ 76.00	$ 87,780.00	$ 68.00	$ 78,540.00	$ 83.24	$ 96,142.20	$ 60.80	$ 70,224.00	$ 42.00	$ 48,510.00
4.01A	8" PVC GRAVITY SEWER MAIN (8 - 12 VF DEEP)	480	LF	$ 52.65	$ 25,272.00	$ 60.95	$ 29,256.00	$ 51.07	$ 24,513.60	$ 125.00	$ 60,000.00	$ 84.00	$ 40,320.00	$ 98.78	$ 47,414.40	$ 64.90	$ 31,152.00	$ 60.00	$ 28,800.00
4.01A	8" PVC GRAVITY SEWER MAIN (12 - 16 VF DEEP)	55	LF	$ 101.84	$ 5,601.20	$ 113.36	$ 6,234.80	$ 66.59	$ 3,662.45	$ 200.00	$ 11,000.00	$ 120.00	$ 6,600.00	$ 123.46	$ 6,790.30	$ 63.94	$ 3,516.70	$ 117.00	$ 6,435.00
4.01B	4' DIA. PRECAST SEWER MANHOLE (4 - 8 VF DEEP)	10	EA	$ 7,685.00	$ 76,850.00	$ 8,396.91	$ 83,969.10	$ 8,145.43	$ 81,454.30	$ 9,250.00	$ 92,500.00	$ 2,000.00	$ 20,000.00	$ 8,867.97	$ 88,679.70	$ 8,781.00	$ 87,810.00	$ 10,452.00	$ 104,520.00
4.01B	4' DIA. PRECAST SEWER MANHOLE (8 - 12 VF DEEP)	2	EA	$ 7,706.50	$ 15,413.00	$ 7,401.84	$ 14,803.68	$ 9,307.86	$ 18,615.72	$ 8,750.00	$ 17,500.00	$ 11,000.00	$ 22,000.00	$ 8,611.88	$ 17,223.76	$ 9,505.80	$ 19,011.60	$ 10,064.00	$ 20,128.00
4.01B	4' DIA. SANITARY SEWER DOGHOUSE MANHOLE (8 - 12 VF DEEP)	1	EA	$ 7,802.00	$ 7,802.00	$ 7,945.17	$ 7,945.17	$ 9,819.28	$ 9,819.28	$ 9,775.00	$ 9,775.00	$ 12,000.00	$ 12,000.00	$ 10,823.93	$ 10,823.93	$ 9,182.45	$ 9,182.45	$ 13,000.00	$ 13,000.00
4.01B	4' DIA. SANITARY SEWER DOGHOUSE MANHOLE (12 - 16 VF DEEP)	1	EA	$ 8,235.00	$ 8,235.00	$ 8,699.09	$ 8,699.09	$ 13,314.27	$ 13,314.27	$ 12,500.00	$ 12,500.00	$ 15,000.00	$ 15,000.00	$ 10,959.70	$ 10,959.70	$ 10,626.66	$ 10,626.66	$ 15,000.00	$ 15,000.00
4.01C	GRAVITY SEWER SERVICE LATERAL	30	EA	$ 729.37	$ 21,881.10	$ 1,171.91	$ 35,157.30	$ 860.84	$ 25,825.20	$ 1,500.00	$ 45,000.00	$ 1,900.00	$ 57,000.00	$ 644.75	$ 19,342.50	$ 1,107.83	$ 33,234.90	$ 1,375.00	$ 41,250.00
4.01D	SEWER CLEANOUTS	30	EA	$ 276.97	$ 8,309.10	$ 276.59	$ 8,297.70	$ 278.38	$ 8,351.40	$ 750.00	$ 22,500.00	$ 600.00	$ 18,000.00	$ 448.98	$ 13,469.40	$ 438.14	$ 13,144.20	$ 960.00	$ 28,800.00
4.01E	CONCRETE ENCASEMENT, 8" GRAVITY SEWER	150	LF	$ 17.51	$ 2,626.50	$ 53.52	$ 8,028.00	$ 43.11	$ 6,466.50	$ 40.00	$ 6,000.00	$ 40.00	$ 6,000.00	$ 116.02	$ 17,403.00	$ 33.09	$ 4,963.50	$ 193.00	$ 28,950.00
4.02 - DEMOLITION AND SITE RESTORATION																			
4.02A	DEMOLITION & REMOVAL OF EXISTING GRAVITY SEWER MAINS (INC. HAULING & TIPPING FEES)	1	LS	$ 6,820.00	$ 6,820.00	$ 21,541.98	$ 21,541.98	$ 72,674.89	$ 72,674.89	$ 25,000.00	$ 25,000.00	$ 28,000.00	$ 28,000.00	$ 28,522.36	$ 28,522.36	$ 75,694.77	$ 75,694.77	$ 14,000.00	$ 14,000.00
4.02D	REMOVAL OF EXISTING ASPHALT PAVEMENT	6245	LS	$ 2.86	$ 17,860.70	$ 6.93	$ 43,277.85	$ 8.11	$ 50,646.95	$ 7.50	$ 46,837.50	$ 9.00	$ 56,205.00	$ 13.11	$ 81,871.95	$ 14.21	$ 88,741.45	$ 14.00	$ 87,430.00
4.02A	REMOVAL OF EXISTING DRAINAGE STRUCTURES	2	LS	$ 717.00	$ 1,434.00	$ 1,039.50	$ 2,079.00	$ 980.76	$ 1,961.52	$ 1,250.00	$ 2,500.00	$ 1,900.00	$ 3,800.00	$ 1,295.91	$ 2,591.82	$ 1,378.53	$ 2,757.06	$ 1,700.00	$ 3,400.00
4.02E	1" MILL EXISTING ASPHALT	750	EA	$ 6.01	$ 4,507.50	$ 8.80	$ 6,600.00	$ 3.64	$ 2,730.00	$ 10.00	$ 7,500.00	$ 8.00	$ 6,000.00	$ 6.79	$ 5,092.50	$ 6.62	$ 4,965.00	$ 21.00	$ 15,750.00
4.02E	2" MILL EXISTING ASPHALT	470	EA	$ 6.01	$ 2,824.70	$ 8.80	$ 4,136.00	$ 5.72	$ 2,688.40	$ 10.00	$ 4,700.00	$ 8.00	$ 3,760.00	$ 6.79	$ 3,191.30	$ 10.56	$ 4,963.20	$ 9.90	$ 4,653.00
4.03 - ROADWAY EARTHWORK																			
4.03A	SELECT BACKFILL (WATER SYSTEM)	2800	CY	$ 6.82	$ 19,096.00	$ 5.35	$ 14,980.00	$ 13.89	$ 38,892.00	$ 17.50	$ 49,000.00	$ 29.00	$ 81,200.00	$ 21.11	$ 59,108.00	$ 27.80	$ 77,840.00	$ 19.00	$ 53,200.00
4.03A	SELECT BACKFILL (SEWER SYSTEM)	2778	CY	$ 6.85	$ 19,029.30	$ 7.55	$ 20,973.90	$ 16.48	$ 45,781.44	$ 17.50	$ 48,615.00	$ 29.00	$ 80,562.00	$ 21.11	$ 58,643.58	$ 27.80	$ 77,228.40	$ 19.00	$ 52,782.00
4.03A	SELECT BACKFILL (STORM SYSTEM)	1061	CY	$ 6.80	$ 7,214.80	$ 12.50	$ 13,262.50	$ 17.67	$ 18,747.87	$ 17.50	$ 18,567.50	$ 29.00	$ 30,769.00	$ 21.11	$ 22,397.71	$ 27.80	$ 29,495.80	$ 19.00	$ 20,159.00
4.04 - PAVEMENT WORK																			
4.04A	12" THICK STABILIZED SUBGRADE, LBR 40 MINIMUM (FDOT TYPE B STABILIZATION) (CONTRACTOR SHALL ADJUST GRADE AS REQUIRED TO STABILIZE SUBGRADE)	7335	SY	$ 4.93	$ 36,161.55	$ 10.15	$ 74,450.25	$ 11.51	$ 84,425.85	$ 8.50	$ 62,347.50	$ 7.50	$ 55,012.50	$ 4.63	$ 33,961.05	$ 5.97	$ 43,789.95	$ 7.60	$ 55,746.00
4.04B	8" THICK GRADED AGGREGATE BASE, LBR 100 MINIMUM (FDOT BASE GROUP 4)	6610	SY	$ 23.11	$ 152,757.10	$ 24.54	$ 162,209.40	$ 33.65	$ 222,426.50	$ 22.75	$ 150,377.50	$ 28.00	$ 185,080.00	$ 48.15	$ 318,271.50	$ 27.10	$ 179,131.00	$ 25.30	$ 167,233.00
4.04C	1 1/2" ASPHALT CONCRETE (FDOT SUPERPAVE MIX TYPE SP 9.5)	6000	SY	$ 16.76	$ 100,560.00	$ 15.26	$ 91,560.00	$ 14.42	$ 86,520.00	$ 14.25	$ 85,500.00	$ 15.00	$ 90,000.00	$ 16.80	$ 100,800.00	$ 16.88	$ 101,280.00	$ 13.20	$ 79,200.00
4.04D	1 1/2" SP 9.5 (TRAFFIC LEVEL C)	1890	SY	$ 16.36	$ 30,920.40	$ 15.27	$ 28,860.30	$ 14.62	$ 27,631.80	$ 26.50	$ 50,085.00	$ 15.00	$ 28,350.00	$ 18.04	$ 34,095.60	$ 16.99	$ 32,111.10	$ 15.50	$ 29,295.00
4.04E	ASPHALTIC CONCRETE OVERLAY FDOT S.A.H.M. LEVELING (3/4" AVERAGE ACROSS THE ROAD)	2210	SY	$ 8.68	$ 19,182.80	$ 7.65	$ 16,906.50	$ 6.31	$ 13,945.10	$ 10.00	$ 22,100.00	$ 14.00	$ 30,940.00	$ 9.64	$ 21,304.40	$ 9.35	$ 20,663.50	$ 10.00	$ 22,100.00
4.04F	2" FDOT SUPERPAVE MIX SP-9.5MM	935	SY	$ 21.34	$ 19,952.90	$ 20.70	$ 19,354.50	$ 18.91	$ 17,680.85	$ 20.00	$ 18,700.00	$ 19.00	$ 17,765.00	$ 22.40	$ 20,944.00	$ 22.51	$ 21,046.85	$ 20.00	$ 18,700.00
4.04F	1" FDOT SUPERPAVE MIX SP-9.5MM	425	SY	$ 12.66	$ 5,380.50	$ 10.35	$ 4,398.75	$ 12.76	$ 5,423.00	$ 10.00	$ 4,250.00	$ 12.00	$ 5,100.00	$ 13.45	$ 5,716.25	$ 12.78	$ 5,431.50	$ 6.60	$ 2,805.00
4.04G	TYPE SP OVERBUILD (TRAFFIC LEVEL B) THICKNESS VARIES (0.5" - 1.6")	470	SY	$ 17.83	$ 8,380.10	$ 16.48	$ 7,745.60	$ 12.53	$ 5,889.10	$ 12.75	$ 5,992.50	$ 15.00	$ 7,050.00	$ 13.45	$ 6,321.50	$ 18.00	$ 8,460.00	$ 19.00	$ 8,930.00
4.05 - CURB/MISCELANEOUS STRUCTURES																			
4.05A	CONCRETE CURB & GUTTER TYPE F	2740	LF	$ 16.39	$ 44,908.60	$ 31.86	$ 87,296.40	$ 28.00	$ 76,720.00	$ 28.00	$ 76,720.00	$ 36.00	$ 98,640.00	$ 27.15	$ 74,391.00	$ 25.92	$ 71,020.80	$ 33.00	$ 90,420.00
4.05A	CONCRETE CURB & GUTTER TYPE V	490	LF	$ 16.39	$ 8,031.10	$ 31.86	$ 15,611.40	$ 32.00	$ 15,680.00	$ 32.75	$ 16,047.50	$ 34.00	$ 16,660.00	$ 29.62	$ 14,513.80	$ 25.92	$ 12,700.80	$ 34.00	$ 16,660.00
4.05A	CONCRETE CURB & GUTTER TYPE A	44	LF	$ 18.57	$ 817.08	$ 31.86	$ 1,401.84	$ 28.00	$ 1,232.00	$ 28.75	$ 1,265.00	$ 36.00	$ 1,584.00	$ 33.32	$ 1,466.08	$ 34.74	$ 1,528.56	$ 36.00	$ 1,584.00
4.06 - PAVEMENT MARKINGS AND SIGNS																			
4.06B	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	36	AS	$ 808.97	$ 29,122.92	$ 567.00	$ 20,412.00	$ 524.97	$ 18,898.92	$ 575.00	$ 20,700.00	$ 682.50	$ 24,570.00	$ 647.96	$ 23,326.56	$ 545.89	$ 19,652.04	$ 580.00	$ 20,880.00
4.06B	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF+	4	AS	$ 338.55	$ 1,354.20	$ 1,026.00	$ 4,104.00	$ 949.94	$ 3,799.76	$ 1,300.00	$ 5,200.00	$ 208.00	$ 832.00	$ 1,172.49	$ 4,689.96	$ 2,040.22	$ 8,160.88	$ 1,100.00	$ 4,400.00
4.06F	THERMOPLASTIC, STANDARD, WHITE, SOLID FOR STOP SIGN OR CROSSWALK, 24"	120	LF	$ 38.25	$ 4,590.00	$ 10.80	$ 1,296.00	$ 10.00	$ 1,200.00	$ 11.00	$ 1,320.00	$ 13.00	$ 1,560.00	$ 12.34	$ 1,480.80	$ 9.92	$ 1,190.40	$ 11.00	$ 1,320.00
4.06G	THERMOPLASTIC, STANDARD, WHITE, SOLID FOR CROSSWALK AND ROUNDABOUT, 12"	375	LF	$ 6.56	$ 2,460.00	$ 6.48	$ 2,430.00	$ 6.00	$ 2,250.00	$ 7.00	$ 2,625.00	$ 7.80	$ 2,925.00	$ 7.40	$ 2,775.00	$ 6.62	$ 2,482.50	$ 7.00	$ 2,625.00
4.06H	THERMOPLASTIC, STANDARD, WHITE, SOLID, 6"	822	LF	$ 1.64	$ 1,348.08	$ 1.62	$ 1,331.64	$ 1.50	$ 1,233.00	$ 2.00	$ 1,644.00	$ 1.95	$ 1,602.90	$ 1.85	$ 1,520.70	$ 2.75	$ 2,260.50	$ 1.50	$ 1,233.00
4.06H	THERMOPLASTIC, DOUBLE, YELLOW, SOLID, 6"	1966	LF	$ 1.37	$ 2,693.42	$ 3.24	$ 6,369.84	$ 3.00	$ 5,898.00	$ 3.50	$ 6,881.00	$ 1.95	$ 3,833.70	$ 3.71	$ 7,293.86	$ 2.75	$ 5,406.50	$ 3.50	$ 6,881.00
4.06I	THERMOPLASTIC, STANDARD, WHITE, SOLID, FOR DIAGONAL OR CHEVRON, 18"	163	LF	$ 8.74	$ 1,424.62	$ 8.64	$ 1,408.32	$ 8.00	$ 1,304.00	$ 10.00	$ 1,630.00	$ 10.40	$ 1,695.20	$ 9.88	$ 1,610.44	$ 7.72	$ 1,258.36	$ 9.00	$ 1,467.00
4.06J	THERMOPLASTIC, TURN ARROW	1	LF	$ 109.00	$ 109.00	$ 108.00	$ 108.00	$ 99.99	$ 99.99	$ 125.00	$ 125.00	$ 900.00	$ 900.00	$ 123.42	$ 123.42	$ 110.28	$ 110.28	$ 111.00	$ 111.00
4.06K	THERMOPLASTIC, TURN & THRU LANE USE ARROW	3	LF	$ 109.33	$ 327.99	$ 108.00	$ 324.00	$ 99.99	$ 299.97	$ 125.00	$ 375.00	$ 900.00	$ 2,700.00	$ 123.42	$ 370.26	$ 165.42	$ 496.26	$ 111.00	$ 333.00
4.06L	THERMOPLASTIC, YIELD LINES	20	LF	$ 17.75	$ 355.00	$ 17.55	$ 351.00	$ 16.25	$ 325.00	$ 20.00	$ 400.00	$ 21.21	$ 424.20	$ 20.05	$ 401.00	$ 27.57	$ 551.40	$ 18.00	$ 360.00
	WASTEWATER SYSTEM IMPROVEMENTS BID SUBTOTALS			**SUBTOTAL**	**$ 764,834.36**	**SUBTOTAL**	**$ 938,074.96**	**SUBTOTAL**	**$ 1,060,423.83**	**SUBTOTAL**	**$ 1,101,560.00**	**SUBTOTAL**	**$ 1,142,980.50**	**SUBTOTAL**	**$ 1,265,045.29**	**SUBTOTAL**	**$ 1,183,284.87**	**SUBTOTAL**	~~$335,393.00~~ $1,119,050.00
5.01 - EXISTING SEWER LINING																			
5.01A	EXISTING 8" SEWER LINER	674	LF	$ 79.86	$ 53,825.64	$ 69.95	$ 47,146.30	$ 52.65	$ 35,486.10	$ 72.00	$ 48,528.00	$ 180.00	$ 121,320.00	$ 83.25	$ 56,110.50	$ 70.53	$ 47,537.22	$ 110.00	$ 74,140.00
5.01B	EXISTING MANHOLE REHABILITATION	5	EA	$ 4,770.40	$ 23,852.00	$ 2,414.88	$ 12,074.40	$ 3,135.17	$ 15,675.85	$ 6,100.00	$ 30,500.00	$ 4,000.00	$ 20,000.00	$ 3,870.45	$ 19,352.25	$ 3,457.74	$ 17,288.70	$ 6,311.00	$ 31,555.00
	EXISTING SEWER LINING BID SUBTOTALS			**SUBTOTAL**	**$ 77,677.64**	**SUBTOTAL**	**$ 59,220.70**	**SUBTOTAL**	**$ 51,161.95**	**SUBTOTAL**	**$ 79,028.00**	**SUBTOTAL**	**$ 141,320.00**	**SUBTOTAL**	**$ 75,462.75**	**SUBTOTAL**	**$ 64,825.92**	**SUBTOTAL**	**$ 105,695.00**
6.01 - DRAINAGE IMPROVEMENTS																			
6.01A	CURB INLET, FDOT TYPE 5 INLET	3	EA	$ 5,106.00	$ 15,318.00	$ 6,623.59	$ 19,870.77	$ 7,292.80	$ 21,878.40	$ 7,250.00	$ 21,750.00	$ 4,000.00	$ 12,000.00	$ 6,672.58	$ 20,017.74	$ 7,863.08	$ 23,589.24	$ 9,907.00	$ 29,721.00
6.01A	CURB INLET, FDOT TYPE 6 INLET	2	EA	$ 8,114.00	$ 16,228.00	$ 7,983.83	$ 15,967.66	$ 8,527.51	$ 17,055.02	$ 8,250.00	$ 16,500.00	$ 9,800.00	$ 19,600.00	$ 8,609.54	$ 17,219.08	$ 10,959.63	$ 21,919.26	$ 11,286.00	$ 22,572.00
6.01A	DITCH BOTTOM INLET, FDOT TYPE C INLET	2	EA	$ 2,991.00	$ 5,982.00	$ 4,962.38	$ 9,924.76	$ 3,542.93	$ 7,085.86	$ 5,000.00	$ 10,000.00	$ 5,000.00	$ 10,000.00	$ 3,252.85	$ 6,505.70	$ 3,537.74	$ 7,075.48	$ 6,100.00	$ 12,200.00
6.01B	PIPE CULVERT, ROUND, 15" RCP	150	LF	$ 75.38	$ 11,307.00	$ 88.24	$ 13,236.00	$ 71.06	$ 10,659.00	$ 85.00	$ 12,750.00	$ 100.00	$ 15,000.00	$ 60.19	$ 9,028.50	$ 92.35	~~$13,852.56~~ $13,852.50	$ 74.00	$ 11,100.00
6.01B	PIPE CULVERT, ROUND, 18" RCP	65	LF	$ 85.26	$ 5,541.90	$ 119.58	$ 7,772.70	$ 90.42	$ 5,877.30	$ 100.00	$ 6,500.00	$ 120.00	$ 7,800.00	$ 76.43	$ 4,967.95	$ 112.35	$ 7,302.75	$ 90.00	$ 5,850.00
6.01B	PIPE CULVERT, ELLIPTICAL, 14 X 23 RCP	235	LF	$ 116.54	$ 27,386.90	$ 142.31	$ 33,442.85	$ 133.80	$ 31,443.00	$ 175.00	$ 41,125.00	$ 140.00	$ 32,900.00	$ 99.43	$ 23,366.05	$ 129.15	$ 30,350.25	$ 106.00	$ 24,910.00
6.01B	PIPE CULVERT, ELLIPTICAL, 24 X 38 RCP	25	LF	$ 202.50	$ 5,062.50	$ 283.06	$ 7,076.50	$ 290.07	$ 7,251.75	$ 275.00	$ 6,875.00	$ 500.00	$ 12,500.00	$ 253.78	$ 6,344.50	$ 261.82	$ 6,545.50	$ 206.00	$ 5,150.00
	DRAINAGE IMPROVEMENTS BID SUBTOTALS			**SUBTOTAL**	**$ 86,826.30**	**SUBTOTAL**	**$ 107,291.24**	**SUBTOTAL**	**$ 101,250.33**	**SUBTOTAL**	**$ 115,500.00**	**SUBTOTAL**	**$ 109,800.00**	**SUBTOTAL**	**$ 87,449.52**	**SUBTOTAL**	~~$110,635.04~~ $110,634.98	**SUBTOTAL**	**$ 111,503.00**

				TOTAL CDBG-DR FUNDED IMPROVEMENTS BID	TOTAL	~~$1,799,927.31~~ $1,813,940.31	TOTAL	$ 1,907,841.15	TOTAL	$ 2,412,552.79	TOTAL	$ 2,419,860.25	TOTAL	~~$2,608,721.50~~ $2,600,721.50	TOTAL	$ 2,676,582.00	TOTAL	~~$2,807,666.57~~ $2,807,666.51	TOTAL	~~$3,114,187.00~~ $3,109,187.00
7.01 - NON CDBG-DR FUNDED IMPROVEMENTS (CURB/SIDEWALK/MISCELLANEOUS STRUCTURES)																					
7.01A	CONCRETE SIDEWALK 4" THICK	2200	SY		$ 65.57	$ 144,254.00	$ 70.16	$ 154,352.00	$ 64.76	$ 142,472.00	$ 110.00	$ 242,000.00	$ 100.00	$ 220,000.00	$ 94.41	$ 207,702.00	$ 75.82	$ 166,804.00	$ 89.00	$ 195,800.00	
7.01B	CONCRETE SIDEWALK 6" THICK	770	SY		$ 65.57	$ 50,488.90	$ 95.81	$ 73,773.70	$ 79.44	$ 61,168.80	$ 135.00	$ 103,950.00	$ 115.00	$ 88,550.00	$ 105.52	$ 81,250.40	$ 84.04	$ 64,710.80	$ 150.00	$ 115,500.00	
7.01C	REMOVE AND REPLACE BRICK PAVERS	160	SY		$ 81.96	$ 13,113.60	$ 68.17	$ 10,907.20	$ 76.50	$ 12,240.00	$ 100.00	$ 16,000.00	$ 200.00	$ 32,000.00	$ 123.42	$ 19,747.20	$ 121.31	$ 19,409.60	$ 86.00	$ 13,760.00	
7.01D	DETECTABLE WARNINGS	160	SF		$ 34.97	$ 5,595.20	$ 34.56	$ 5,529.60	$ 32.00	$ 5,120.00	$ 35.00	$ 5,600.00	$ 40.00	$ 6,400.00	$ 39.49	$ 6,318.40	$ 33.09	$ 5,294.40	$ 35.60	$ 5,696.00	
				NON CDBG-DR FUNDED IMPROVEMENTS BID SUBTOTALS	**SUBTOTAL**	**$ 213,451.70**	**SUBTOTAL**	**$ 244,562.50**	**SUBTOTAL**	**$ 221,000.80**	**SUBTOTAL**	**$ 367,550.00**	**SUBTOTAL**	**$ 346,950.00**	**SUBTOTAL**	**$ 315,018.00**	**SUBTOTAL**	**$ 256,218.80**	**SUBTOTAL**	**$ 330,756.00**	
				TOTAL CDBG-DR FUNDED AND NON CDBG-DR FUNDED IMPROVEMENTS BID	**TOTAL**	~~$2,013,379.01~~ $2,027,392.01	**TOTAL**	**$ 2,152,403.65**	**TOTAL**	**$ 2,633,553.59**	**TOTAL**	**$ 2,787,410.25**	**TOTAL**	~~$2,955,671.50~~ $2,947,671.50	**TOTAL**	**$ 2,991,600.00**	**TOTAL**	~~$3,063,885.37~~ $3,063,885.31	**TOTAL**	~~$3,444,943.00~~ $3,439,943.00

This is to certify that this is a true and correct copy of all bids received on January 15, 2026 regarding McNeil Carroll Engineering
Project No. 135.38 Area O-2 Improvements

Signed: brandon c madden — brandon c madden certification 2026.01.28 09:23:10 -06'00' Date:

Cale Madden, P.E. - Mott MacDonald

MOTT MACDONALD

Clint Murphy
City of Panama City
501 Harrison Ave
Panama City, FL 32401

Your Reference
PC26-015 Area O-2 Improvements

Our Reference
502101036

Mott MacDonald
1022 West 23rd Street
Suite 680
Panama City
FL 32405
United States of America

T +1 (850) 763 9393
mottmac.com

City of Panama City PC26-015 Area O-2 Improvements

January 22, 2026

Dear Mr. Murphy,

Please find the enclosed Certified Bid Tabulation for PC26-015 Area O-2 Improvements. Bids were received from Royal American Construction Company, Inc; Mainline Construction, LLC; ECSC, LLC; Gulf Coast Utility Contractors, LLC; American Sand & Asphalt Paving; CBC Construction; 850 Construction Services, LLC; and C.W. Roberts Contracting, Inc.

Bid Amounts are as follows:

		Total CDBG-DR	Total Non-CDBG	Total Bid
1.	Royal American Construction	$1,813,940.31	$213,451.70	$2,027,392.01
2.	Mainline Construction	$1,907,841.15	$244,562.50	$2,152,403.65
3.	ECSC	$2,412,552.79	$221,000.80	$2,633,553.59
4.	Gulf Coast Utility Contractors	$2,419,860.25	$367,550.00	$2,787,410.25
5.	American Sand & Asphalt Paving	$2,600,721.50	$346,950.00	$2,947,671.50
6.	CBC Construction	$2,676,582.00	$315,018.00	$2,991,600.00
7.	850 Construction Services	$2,807,666.51	$256,218.80	$3,063,885.31
8.	C.W. Roberts Contracting	$3,109,187.00	$330,756.00	$3,439,943.00

Royal American Construction is well known to the City and Mott MacDonald. Royal American Construction was found to be competent, responsible and the lowest bidder. Mott MacDonald recommends award to Royal American Construction Company, Inc. based on the Commission and funding agency approval, as well as the availability of funds. If for any reason a contract cannot be negotiated with Royal American Construction, we recommend award to the next lowest bidder, Mainline Construction, LLC.

We request the Commission approve this project for the Bid amount of $2,027,392.01, which includes CDBG-DR funded improvements ($1,813,940.31) and Non-CDBG funded improvements ($213,451.70). We also request to preauthorize the City Manager, Jonathan Hayes, to execute any Change Orders up to a cumulative amount of $101,369.60 (5% of contract amount), resulting in a total project amount of $2,128,761.61. Any change order value which exceeds this amount would be brought back to the commission for approval.

If you have any further comments, concerns, or questions feel free to contact me and I will make every effort to address the comments.

MOTT MACDONALD

Respectfully,

brandon c madden
recommendation letter
2026.01.28 09:25:41 -
06'00'

Mott MacDonald

Cale Madden, P.E.

Principal Project Manager

cale.madden@mottmac.com

cc: Jennifer Aldridge – City of Panama City
Amy Dodge – City of Panama City
Johnnie Gallegos – City of Panama City
Matthew Murzyn – Mott MacDonald
Samantha Alix – Mott MacDonald
Annakate Dilks – Mott MacDonald
file

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

This agreement is by and between City of Panama City ("Owner") and Royal American Construction Company, Inc. ("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: **The project involves the replacement of approximately 2,845 linear feet of water line, 2,041 linear feet of sewer line, 641 linear feet of sewer lining, and 475 linear feet of stormwater lines. This project is located in Downtown Panama City and involves work along, Harmon Ave., McKenzie Ave., E 3rd Ct., E 4th St., E 5th St., McKenzie Alley, McQuagge Ct., and Justice Way.**

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Area O-2 Improvements**

ARTICLE 3—ENGINEER

3.01 The Owner has retained **McNeil Carroll 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.

3.02 The part of the Project that pertains to the Work has been designed by **McNeil Carroll Engineering, 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.

4.04 *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

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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 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 the 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. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) **$2,027,392.01**.

B. 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 **30th** 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. **85** percent of the value of the Work completed (with the balance being retainage).

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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 **90** 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.

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 (digital format) as listed in the table of contents of the project manual.
6. Drawings (digital format) consisting of **50** sheets with each sheet bearing the following general title: **Area O-2 Improvements**.
7. Addenda (numbers 1 to 5, inclusive).
8. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid Submittal

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b. Subcontractor/Supplier List, if any

c. State and Federal Statutes, Regulations, and Policies (CDBG DR Required Contract Clauses)

d. Appendix II Part 200, Exhibit A (FEMA Federal Contract Provisions)

e. Subrecipient Agreement

9. 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.

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.

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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:

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.

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8.02 *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" (red/strikeout), or in the Supplementary Conditions.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on February 10, 2026, (which is the Effective Date of the Contract).

Owner:	Contractor:
CITY OF PANAMA CITY	**Royal American Construction Company, Inc.**
(typed or printed name of organization)	*(typed or printed name of organization)*
By: _____	By: _____
(individual's signature)	*(individual's signature)*
Date: _____	Date: _____
(date signed)	*(date signed)*
Name: **Allan Branch**	Name: **Joseph F. Chapman, IV**
(typed or printed)	*(typed or printed)*
Title: **Mayor**	Title: **President**
(typed or printed)	*(typed or printed)*
	*(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*
Attest: _____	Attest: _____
(individual's signature)	*(individual's signature)*
Title: **Janette Smith, CPA, CMC, City Clerk-Treasurer**	Title: _____
(typed or printed)	*(typed or printed)*
Address for giving notices:	Address for giving notices:
City of Panama City	1022 W 23rd Street, Suite 300
501 Harrison Avenue	Panama City, FL 32405
Panama City, Florida 32401	
Designated Representative:	Designated Representative:
Name: Clint Murphy	Name: _____
(typed or printed)	*(typed or printed)*
Title: Public Works Director	Title: _____
(typed or printed)	*(typed or printed)*
Address:	Address:
City of Panama City – Public Works	
501 Harrison Avenue	
Panama City, Florida	
Phone: 850-872-3015	Phone: _____
Email: cmurphy@panamacity.gov	Email: _____
*(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.)*	License No.: _____ *(where applicable)*
	State: _____

**EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
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BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to: **City of Panama City, 501 Harrison Ave, Panama City, FL 32401**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors (if applicable);

C. List of Proposed Suppliers (if applicable);

D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;

E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids; CUC1224547

F. Required Bidder Qualification Statement (EJCDC C-451) with supporting data;

G. Form 287 – Drug Free Workplace

H. Public Entity Crime Statement

I. Trench Safety Act

J. State and Federal Statutes, Regulations, and Policies (CDBG-DR Required Contract Clauses)

K. SAM.gov and E-Verify Acknowledgement and associated documents

L. Conflict of Interest Disclosure Form

M. Anti-Collusion Act Statement

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 Total Bid Price (Lump Sum and Unit Prices)

A. Bidder will perform the Work at the indicated unit prices or lump sum bid as shown in Attachment A: Proposal Bid Form

B. Bidder acknowledges that:

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1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	12/19/2025
2	12/31/2025
3	01/12/2026
4	01/12/2026
5	01/14/2026

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder 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. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

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4. Bidder 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. Bidder 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. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding 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 Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder 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. Bidder 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 Bidding Documents.

9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

3. Bidder has not solicited or induced any individual or entity to refrain from bidding.

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4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 6.02.A:

   a. 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.

   b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

   c. 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.

   d. 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.

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BIDDER hereby submits this Bid as set forth above:

Bidder:

Royal American Construction Company, Inc.
(typed or printed name of organization)

By: _____
(individual's signature)

Name: Joseph F. Chapman, IV
(typed or printed)

Title: President
(typed or printed)

Date: 1/15/26
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: _____
(individual's signature)

Name: Lauretta J. Pippin
(typed or printed)

Title: Secretary
(typed or printed)

Date: 1/15/26
(typed or printed)

Address for giving notices:

1022 W 23rd Street, Suite 300
Panama City, FL 32405

Bidder's Contact:

Name: Steve Summerbell
(typed or printed)

Title: Vice-president
(typed or printed)

Phone: 850-769-8981

Email: steve.summerbell@royalamerican.com

Address:

1022 W 23rd Street, Suite 300
Panama City, FL 32405

Bidder's Contractor License No.: (if applicable) CUC1224547

EJCDC® C-410, Bid Form for Construction Contract.
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ATTACHMENT 1: PROPOSAL BID FORM - ADDENDUM 5

AREA O-2

The City has the right to award the project on any combination of Base Bids, Alternates and Unit Prices that the City deems in its best interest. Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

ITEM NO.	DESCRIPTION	Qty.	Unit of Measure	Unit Price	Extension
2.01	**GENERAL CONDITIONS**				
2.01A	Mobilization	1	LS	$50,334.00	$50,334.00
2.01B	Performance and Payment Bonds	1	LS	$15,100.00	$15,100.00
2.01C	Maintenance of Traffic	1	LS	$16,107.00	$16,107.00
2.01D	Construction Testing / Bacteriological Samples	1	LS	$19,670.00	$19,670.00
2.01E	Certified As-built by Professional Surveyor	1	LS	$21,856.00	$21,856.00
2.01F	Project Signs (One at each end of project)	4	LS	$ 4,671.00	$4,671.00
2.01G	Overhead & Profit	1	LS	$201,338.00	$201,338.00
2.01H	Allowance for Unforeseen Conditions	1	LS	$ 2,919.00	$2,919.00
			GENERAL CONDITIONS BID - SUBTOTAL =		$331,995.00
3.01	**WATER SYSTEM IMPROVEMENTS**				
3.01A	8" PVC Water Main	3050	LF	$ 31.63	$ 96,471.50
3.01A	6" PVC Water Main	100	LF	$ 23.90	$ 2,390.00
3.01C	8" DI MJ Gate Valve	33	EA	$ 2,298.12	$75,837.96
3.01C	6" DI MJ Gate Valve	8	EA	$ 1,597.88	$12,783.04
3.01D	8" DI MJ Tee	14	EA	$ 841.64	$11,782.96
3.01D	6" x 8" Reducing Tee	8	EA	$ 734.75	$5,878.00
3.01E	8" x 8" x 8" Tapping Sleeve and Valve	5	EA	$ 3,773.00	$18,865.00
3.01E	6" x 6" x 6" Tapping Sleeve and Valve	2	EA	$ 2,882.00	$5,764.00
3.01E	4" x4" x 4" Tapping Sleeve and Valve	1	EA	$ 2,368.00	$2,368.00
3.01D	8" DI MJ Restrained Cap	16	EA	$ 330.56	$5,288.96
3.01D	6" DI MJ Restrained Cap	2	EA	$ 264.00	$528.00
3.01O	8" Concrete Anchor Block	16	EA	$ 58.38	$934.08
3.01O	6" Concrete Anchor Block	2	EA	$ 58.50	$ 117.00
3.01M	8" Line Stop	6	EA	$ 9,425.00	$56,550.00
3.01M	6" Line Stop	2	EA	$7,833.00	$15,666.00
3.01D	8" DI MJ 45 Bend	8	EA	$ 525.63	$4,205.04
3.01D	6" DI MJ 45 Bend	1	EA	$ 405.00	$ 405.00
3.01D	8" DI MJ 90 Bend	1	EA	$ 572.00	$ 572.00
3.01N	8" Water Concrete Encasement	85	LF	$ 17.51	$1,488.35
3.01D	4" x 8" DI MJ Reducer	2	EA	$ 352.50	$ 705.00
3.01C	4" DI MJ Gate Valve	2	EA	$1,260.00	$2,520.00

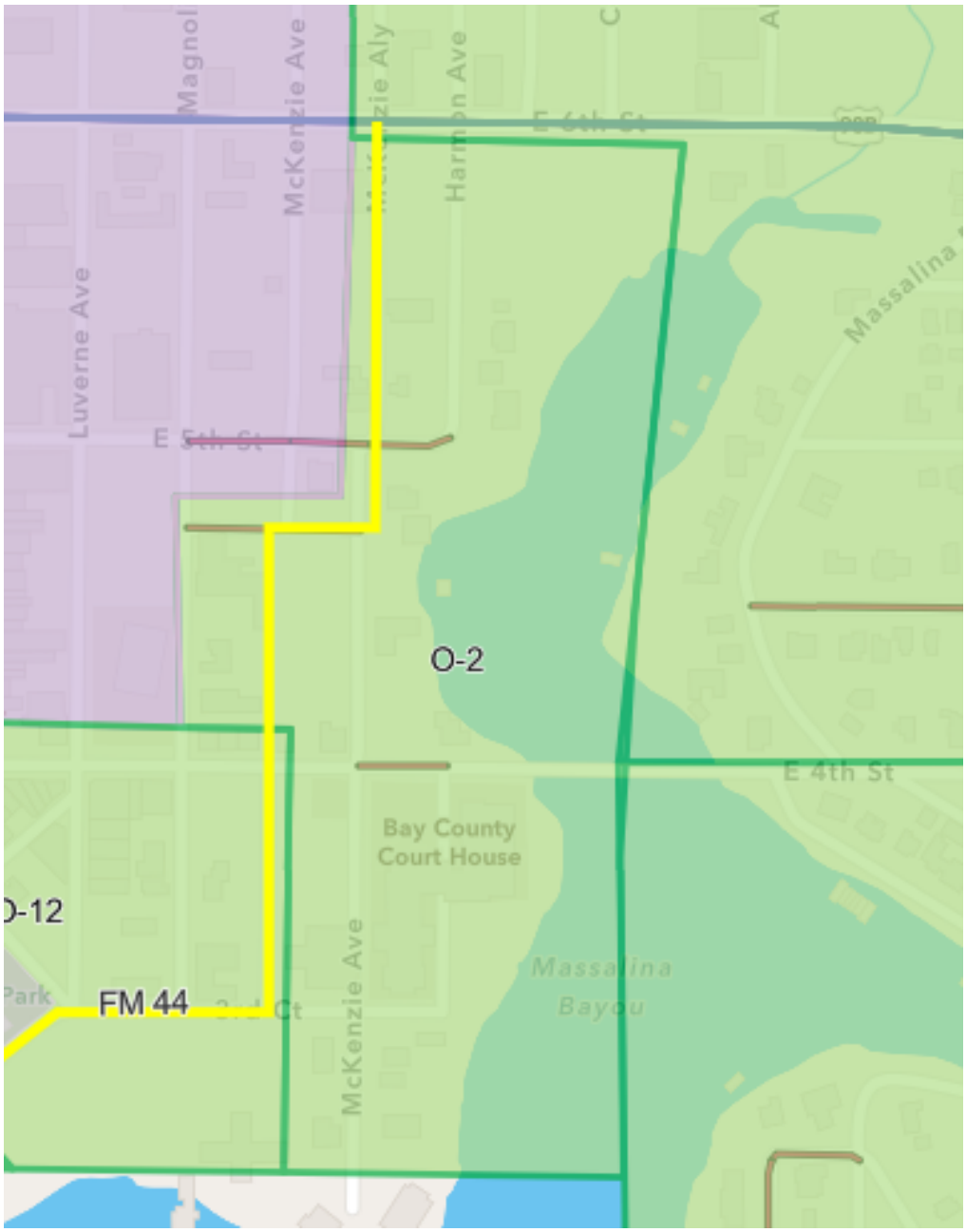
3.01D	4" DJ MI Restrained Cap	2	EA	$ 210.50	$421.00
3.01O	4" Concrete Anchored Block	2	EA	$ 41.00	$82.00
3.01M	4" Line Stop	2	EA	$6,564.00	$13,128.00
3.01H	2" Cut and Cap Connection	1	EA	$ 248.00	$ 248.00
3.01D	2" DI MJ Restrained Cap	1	EA	$ 137.00	$137.00
3.01O	2" Concrete Anchor Block	1	EA	$ 29.00	$ 29.00
3.01K	Relocate Fire Hydrant	3	EA	$ 1,775.67	$5,327.01
3.01J	Fire Hydrant Assembly	3	EA	$ 6,168.00	$18,504.00
3.01L	PE Water Service	65	EA	$ 554.89	$36,067.85
3.01O	8" Bell Restraint	20	EA	$ 175.60	$3,512.00
3.02	Erosion and Sediment Control Devices				
3.02A	Staked Silt Fence, Type III	4000	LF	$ 2.19	$8,760.00
3.02B	Inlet Protection System	11	EA	$175.18	$ 1,926.98
3.03	Demolition and Site Restoration				
3.03A	Abandonment ~~& Flowable Fill Existing Water Mains~~. (including existing hydrant removal)	1	LS	$8,183.00	$ 8,183.00
3.03A.1	Flowable Fill Existing Water Mains	1	LS	$ 14,731.00	$ 14,731.00
3.03B	Removal of Existing Driveways	1	LS	$ 7,908.00	$ 7,908.00
3.03D	Remove & Replace Single Post Mailbox	2	EA	$ 876.00	$1,752.00
3.03G	Tree Removal	3	EA	$ 2,732.00	$ 8,196.00
3.03H	Lights to be Relocated	2	EA	$ 1,639.00	$3,278.00
3.03F	Performance Turf, Sod	8667	SY	$ 9.84	$85,283.28
			WATER SYSTEM IMPROVEMENTS BID - SUBTOTAL =		$ 538,594.01
4.01	**WASTEWATER SYSTEM IMPROVEMENTS**				
4.01A	8" PVC Gravity Sewer Main (4 - 8 VF Deep)	1155	LF	$ 37.42	$ 43,220.10
4.01A	8" PVC Gravity Sewer Main (8 - 12 VF Deep)	480	LF	$ 52.65	$ 25,272.00
4.01A	8" PVC Gravity Sewer Main (12 - 16 VF Deep)	55	LF	$ 101.84	$ 5,601.20
4.01B	4' Dia. Precast Sewer Manhole (4 -8 VF Deep)	10	EA	$7,685.00	$ 76,850.00
4.01B	4' Dia. Precast Sewer Manhole (8 - 12 VF Deep)	2	EA	$7,706.50	$15,413.00
4.01B	4' Dia. Sanitary Sewer Doghouse Manhole (8 - 12 VF Deep)	1	EA	$ 7,802.00	$ 7,802.00
4.01B	4' Dia. Sanitary Sewer Doghouse Manhole (12 - 16 VF Deep)	1	EA	$8,235.00	$ 8,235.00
4.01C	Gravity Sewer Service Lateral	30	EA	$729.37	$ 21,881.10
4.01D	Sewer Cleanouts	30	EA	$ 276.97	$ 8,309.10
4.01E	Concrete Encasement, 8" Gravity Sewer	150	LF	$ 17.51	$2,626.50
4.02	Demolition and Site Restoration				
4.02A	Demolition & Removal of Existing Gravity Sewer Mains (Inc. Hauling & Tipping Fees)	1	LS	$6,820.00	$6,820.00
4.02D	Removal of Exiting Asphalt Pavement	6245	SY	$ 2.86	$17,860.70

4.02A	Removal of Existing Drainage Structures	2	EA	$717.00	$1,434.00
4.02E	1" Mill Existing Asphalt	750	SY	$6.01	$4,507.50
4.02E	2" Mil Existing Asphalt	470	SY	$6.01	$2,824.70
4.03	Roadway Earthwork				
4.03A	Select Backfill (Water System)	2800	CY	$6.82	$19,096.00
4.03A	Select Backfill (Sewer System)	2778	CY	$ 6.85	$19,029.30
4.03A	Select Backfill (Storm System)	1061	CY	$6.80	$7,214.80
4.04	Pavement Work				
4.04A	12" Thick Stabilizes Subgrade, LBR 40 Minimum (FDOT Type B Stabilization) (contractor shall adjust grade as required to stablize subgrade)	7335	SY	$ 4.93	$ 36,161.55
4.04B	8" Thick Graded Aggregate Base, LBR 100 Minimum (FDOT Base Group 4)	6610	SY	$ 23.11	$ 152,757.10
4.04C	1 1/2" Asphalt Concrete (FDOT Superpave Mix Type SP 9.5)	6000	SY	$ 16.76	$ 100,560.00
4.04D	1 1/2" SP 9.5 (Traffic Level C)	1890	SY	$ 16.36	$ 30,920.40
4.04E	Asphaltic Concrete Overlay FDOT S.A.H.M. Leveling (3/4" Average Across the Road)	2210	SY	$8.68	$ 19,182.80
4.04F	2" FDOT Superpave Mix SP-9.5MM	935	SY	$ 21.34	$ 19,952.90
4.04F	1" FDOT Superpave Mix SP-9.5MM	425	SY	$ 12.66	$ 5,380.50
4.04G	Type SP Overbuild (Traffic Level B) Thickness Varies (0.5" - 1.6")	470	SY	$ 17.83	$ 8,380.10
4.05	Curb/Miscellaneous Structures				
4.05A	Concrete Curb & Gutter Type F	2740	LF	$ 16.39	$ 44,908.60
4.05A	Concrete Curb & Gutter Type V	490	LF	$ 16.39	$ 8,031.10
4.05A	Concrete Curb & Gutter Type A	44	LF	$ 18.57	$ 817.08
4.06	Pavement Markings and Signage				
4.06B	Single Post Sign, F&I Ground Mount, Up to 12 SF	36	AS	$ 808.97	$ 29,122.92
4.06B	Single Post Sign, F&I Ground Mount, Up to 12 SF+	4	AS	$ 338.55	$ 1,354.20
4.06F	Thermoplastic, Standard, White, Solid for Stop Sign or Crosswalk, 24"	120	LF	$ 38.25	$ 4,590.00
4.06G	Thermoplastic, Standard, White, Solid for Crosswalk and Roundabout,, 12"	375	LF	$ 6.56	$ 2,460.00
4.06H	Thermoplastic, Standard, White, Solid, 6"	822	LF	$ 1.64	$ 1,348.08
4.06H	Thermoplastic, Double, Yellow, Solid, 6"	1966	LF	$ 1.37	$ 2,693.42
4.06I	Thermoplastic, Standard, White, Solid, for Diagonal or Chevron, 18"	163	LF	$ 8.74	$ 1,424.62
4.06J	Thermoplastic, Turn Arrow	1	LF	$ 109.00	$ 109.00
4.06K	Thermoplastic, Turn & Thru Lane Use Arrow	3	LF	$ 109.33	$ 327.99
4.06L	Thermoplastic, Yield Lines	20	LF	$ 17.75	$ 355.00
	WASTEWATER SYSTEM IMPROVEMENTS BID - SUBTOTAL =				$ 764,834.36
5.01	**EXISTING SEWER LINING**				
5.01A	Existing 8" Sewer Liner	674	LF	$ 79.86	$ 53,825.64
5.01B	Existing Manhole Rehabitation	5	EA	$ 4,770.40	$ 23,852.00
	EXISTING SEWER LINING BID - SUBTOTAL =				$ 77,677.64
6.01	**DRAINAGE IMPROVEMENTS**				

6.01A	Curb Inlet, FDOT Type 5 Inlet	3	EA	$5,106.00	$ 15,318.00
6.01A	Curb Inlet, FDOT Type 6 Inlet	2	EA	$8,114.00	$ 16,228.00
6.01A	Ditch Bottom Inlet, FDOT Type C Inlet	2	EA	$2,991.00	$5,982.00
6.01B	Pipe Culvert, Round, 15" RCP	150	LF	$ 75.38	$ 11,307.00
6.01B	Pipe Culvert, Round, 18" RCP	65	LF	$ 85.26	$ 5,541.90
6.01B	Pipe Culvert, Elliptical, 14 x 23 RCP	235	LF	$ 116.54	$ 27,386.90
6.01B	Pipe Culvert, Elliptical, 24 x 38 RCP	25	LF	$ 202.50	$ 5,062.50
				DRAINAGE IMPROVEMENTS BID - SUBTOTAL =	$ 86,826.30
				TOTAL CDBG-DR FUNDED IMPROVEMENTS BID =	$1,799,927.31
7.01	**NON CDBG-DR FUNDED IMPROVEMENTS (CURB/SIDEWALK/MISCELLANEOUS STRUCTURES)**				
7.01A	Concrete Sidewalk 4" Thick	2200	SY	$ 65.57	$ 144,254.00
7.01B	Concrete Sidewalk 6" thick	770	SY	$ 65.57	$ 50,488.90
7.01C	Remove and Replace Brick Pavers	160	SY	$81.96	$13,113.60
7.01D	Detectable Warnings	160	SF	$ 34.97	$ 5,595.20
				NON CDBG-DR FUNDED IMPROVEMENTS BID - SUBTOTAL=	$ 213,451.70
				TOTAL CDBG-DR FUNDED AND NON FUNDED IMPROVEMENTS BID =	$2,013,379.01

Map for Agenda Item Request

Approval of Award of CDBG-DR Area O-2 to Royal American Construction



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

MEMORANDUM

TO: **Jonathan H. Hayes**, City Manager

VIA: **Jared Jones**, Assistant City Manager

CC: **Nevin J. Zimmerman, Esq.**, City Attorney
Janette Smith, CPA, CMC, City Clerk-Treasurer
Brandy L. Waldron, Assistant City Manager
Keith Meyerl, Director Parks, Culture and Recreation
Stacy L. Rausch, P.E., PMP, City Engineer and Assistant Public Works Director
Matt DeVito, P.E., Deputy City Engineer

FR: **Clint Murphy, J.D.**, Public Works Director *CM*

RE: **Estimate of Probable Cost for the First Fifty (50) Slips and Potential Phasing Approach for the Full Build-Out of the Downtown City Marina**

DT: **February 2, 2026**

SUMMARY:

The public works team was asked to prepare an estimate of probable cost associated with the needed infrastructure for the first fifty (50) wet slips at the Downtown Marina. In addition, we were asked to propose a feasible phasing approach that will deliver the full build-out of this Marina with a reasonable incremental approach. Given that the design drawings have not been completed, this cost estimate was developed utilizing unit cost data. Due to the lack of full design drawings, a 10% contingency was added to each of the major project components, namely the wet slip construction, expansion of the Promenade, breakwater extension in the west basin, upland parking and greenspace improvements, electrical, sewer, and water infrastructure groupings as outlined in the estimates contained in Table 1 and Table 2 within this Memo.

BACKGROUND:

During the December 1, 2025, Downtown Marina workshop, the City Commission voted to utilize our current line of credit to move forward with the design and construction of the first Phase of the wet slip construction along with all the infrastructure needed to support the first fifty slips in the Downtown Marina.

Conceptual drawings were developed by Turrell, Hall & Associates, the marine engineering firm completing the design on behalf of the St. Joe Company. These design drawings are still a work in progress and are attached to this Memo for background information. This drawing shows forty-five (44) wooden fixed dock wet slips, as well as 450 linear feet of floating dock at the northern seawall of the western basin to allow local and transient boaters the opportunity to come visit and easily dock and go to downtown restaurants to eat, or venture to visit the broader historic downtown area and all it has to offer. Some of these lay-along slips could be converted to full-time customers if the demand for these floating docks do not support keeping them as transient or day docking options.

This conceptual drawing shown below in *Figure 1* was the basis for the cost estimate which was broken down into six separate divisions of infrastructure to include wet slip construction, electrical, water, sanitary sewer, stormwater, concrete parking area, and the extension of the concrete promenade. Included in the cost associated with the promenade is the extension of the 20-foot concrete walkway around the entire perimeter of the T-Dock to include lighting and railing to match the existing promenade walkway around the Hotel Indigo. Also included is a main electrical distribution panel sized to power all the future wet slips anticipated in both the western and eastern marina basins as well as a bathroom\shower facility. Soft costs such as mobilization, bonds, and professional engineering fees were also considered in the estimate.

Concrete parking areas and the driving lanes with concrete curbing were estimated in two phases starting with the upland build-out of the leg of the "T" Dock. Landscaping was not considered at this time, and all dirt areas will be planted with grass seed until a master landscape design is developed and funded.

This cost estimate should be considered a preliminary opinion of probable cost with a 10% contingency added to each of the major infrastructure components. Once the final design drawings are prepared, this contingency can be reduced as more specific details of construction are established.

ESTIMATE FOR FIRST FIFTY SLIPS TO INCLUDE UPLAND CONSTRUCTION NEEDED TO SUPPORT:

- First fifty slips with necessary infrastructure out to the bulkhead only:
  - $ 4,200,000
- Necessary electrical infrastructure distribution panel and components:
  - Main Distribution Panel (Wiring, conduit, labor, panel)
  - Upland Conduit Runs for upland lighting, marina store and restrooms
    $ 1,500,000
- Water and Sewer Lines out to end of T-Dock to support reasonable development:
  - 8" and 4" Sewer Lines (8" to remain dry until needed)
  - 8" Water main
    $ 660,000
- Stormwater Expansion and Upgrades:
  - Addition of two (2) Barracuda "bay savers" and necessary support infrastructure to treat stormwater run-off (attenuation will not be required on the T-Dock):
    $ 250,000

Note: Expanded stormwater infrastructure will be required depending on the scope of future development.

- Concrete driving and parking Deck (6" thick)
  - Phase 1: (Leg of T-Dock): $750,000

- Promenade Expansion from south side of Harrison's Restaurant around T-Dock:
  - Concrete, Railing and Lighting to match behind Hotel Indigo, etc. $ 3,500,000

Total estimate of probable cost for the first fifty slips:

• **Wet Slips**	**$ 4,200,000**
• **Electrical**	**$ 1,500,000**
• **Water\Sewer**	**$ 660,000**
• **Stormwater**	**$ 250,000**
• **Concrete Deck**	**$ 750,000**
• **Promenade Expansion**	**$ 3,500,000**
• **Breakwater Extension**	**$ 1,500,000**
	Total = $ 12,360,000

Table 1: Estimate of Total Cost for First 50 Slips

Note: 10% contingency included in the unit cost factors used to develop the cost estimate contained in Table 1.

PHASED INFRASTRUCTURE APPROACH

We were asked to consider a phased infrastructure approach when looking at the requested methodical incremental development of the Downtown Marina. This worked well for the wet slip phasing where we stepped the construction of the slips to align with the separate docks, each easily broken into the electrical, water and structural (Piles, Decking and Gangways) needed to construct these standalone structures.

However, it did not work well for main upland infrastructure that is needed to supply utility services to the wet slips. Since these services will be buried in the subsurface between the marina bulkheads, most of the cost to install this infrastructure will be in the form of the labor and equipment needed to properly get them in place, connected and eventually compacted in place. Labor and Equipment for Underground Utility work typically represents 75% to 80% of the cost, with the actual cost of the material only representing 20% to 25% of the overall cost, sometimes less.

It is the recommendation of the Public Works Team that the design and placement of the upland utilities are to be designed and constructed to accommodate the full marina build-out. Any savings realized by a Phase specific approach to the upland utilities will be far outweighed by the future added labor and equipment expenses.

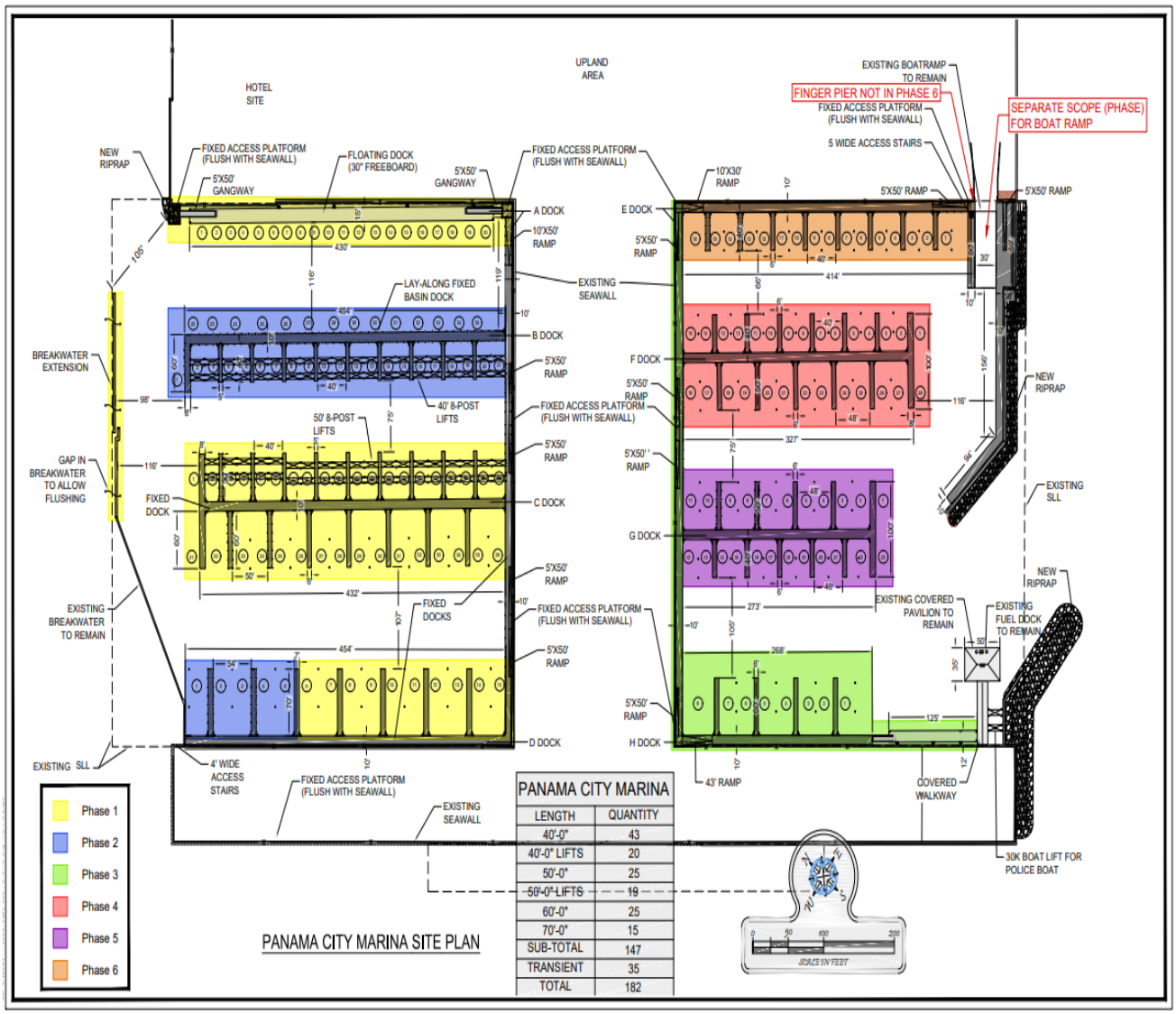


Figure 1: Phasing Plan for Full Build-out of the Downtown Marina Wet Slips

FUTURE PHASES OF THE MARINA BUILD-OUT

Figure 1 Illustrates incremental phasing of the Marina Build-out starting with Phase 1 (Yellow) that includes the first 44 fixed slips, floating concrete docks for transient and day mooring, expansion of the promenade corridor around the entire perimeter of the Marina and the concrete parking deck needed inside of the Promenade on the Leg of the T-Dock. Lastly it includes the extension of the seawall needed due to the loss of a portion of the previous seawall during Hurricane Michael.

Phase 1: See description above – Yellow
Phase 2: C Dock and Remainder of D Dock – Blue (40 Slips)
Phase 3: H Dock – Green (8 Slips)
Phase 4: F Dock – Pink (28 Slips)
Phase 5: G Dock – Purple (23 Slips)
Phase 6: E Dock – Orange (16 slips)
Phase 7: Final T-Dock Upland Build-out (Top of "T")

Panama City Downtown Marina

Conceptual Design - Opinion of Probable Construction Cost

First Fifty Slips in West Basin

City of Panama City — 2/1/2026

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL
1.0	**GENERAL CONSTRUCTION COST**				
1.1	MOBILIZATION / DEMOBILIZATION (5%)	1	LS	$577,275.00	$577,275.00
1.2	PERFORMANCE AND PAYMENT BONDS (3%)	1	LS	$232,650.00	$232,650.00
				GENERAL CONSTRUCTION - SUBTOTAL =	***$809,925.00***
2.0	**ELECTRICAL**				
2.1	MASTER DISTRIBUTION PANEL (to be located close to 911 memorial)	1	LS	$500,000.00	$500,000.00
2.2	TURNKEY ELECTRICAL DISTRIBUTION CONDUIT AND WIRING	1	LS	$900,000.00	$900,000.00
2.3	UTILITY PEDISTALS (Including Install)	22	EA	$5,000.00	$110,000.00
				ELECTRICAL - SUBTOTAL =	***$1,510,000.00***
3.0	**SEWER**				
3.1	SEWER PUMP OUT STATION	1	LS	$25,000.00	$25,000.00
3.2	SEWER EXTEMTION AND CONNECTION TO PUMP OUT STATION	1	LS	$155,000.00	$155,000.00
3.3	RESTROOM FACILITY W/SHOWER	1	LS	$350,000.00	$350,000.00
				SEWER - SUBTOTAL =	***$530,000.00***
4.0	**WATER**				
4.1	WATER MAIN CONNECTION	1	LS	$10,000.00	$10,000.00
4.2	DOCK MAIN SUPPLY LINE WITH PEDISTAL CONNECTIONS (Suspended under do	1	LS	$120,000.00	$120,000.00
4.3	UTILITY PEDISTALS (Already called out IN item 2.3 above)	22	EA	$0.00	$0.00
4.4	FIRE SUPPRESSION STAND PIPE	1	LS	$35,000.00	$35,000.00
				WATER - SUBTOTAL =	***$165,000.00***
5.0	**WET SLIP CONSTRUCTION**				
5.1	FIXED DOCKS FOR 44 SLIPS (See attached drawing)	18,870	SF	$150.00	$2,830,500.00
5.2	CONCRETE FLOOATING DOCK SYSTEM (50'X12')	9	EA	$30,000.00	$270,000.00
5.3	INSTALLATION	9	EA	$5,000.00	$45,000.00
5.4	CONCRETE PILES TO SUPPORT FLOATING DOCK SYSTEM	20	EA	$5,000.00	$100,000.00
5.5	INSTALLATION	20	EA	$2,500.00	$50,000.00
5.6	ALUMINUM GANGWAYS (5' X 50')	6	EA	$40,000.00	$240,000.00
5.7	INSTALLATION	6	EA	$10,000.00	$60,000.00
5.8	FIXED ACCESS PLATFORM	3	EA	$40,000.00	$120,000.00
5.9	RIP-RAP INSTALLED (Bulkhead corner by Indego HOTEL)	1	LS	$75,000.00	$75,000.00
				WET SLIP - SUBTOTAL =	***$3,790,500.00***
6.0	**PROMINADE EXPANSION and PARKING AREA (Concrete Walkway, Lighting, Railing)**				
6.1	12' CONCRETE WALKWAY	1	LS	$1,200,000.00	$1,200,000.00
6.2	8' PAVERS	1	LS	$800,000.00	$800,000.00
6.3	LIGHTING	1	LS	$750,000.00	$750,000.00
6.4	RAILING	1	LS	$550,000.00	$550,000.00
6.5	PARKING LOT BUILD OUT (Leg of "T-Dock" only)	1	LS	$750,000.00	$750,000.00
				PROMENADE AND PARKING SUBTOTAL =	***$4,050,000.00***
7.0	**WEST BASIN BREAKWATER EXTENTION**				
7.1	BREAKWATER EXTENTION (250')	1	LS	$1,500,000.00	$1,500,000.00
				ESTIMATED CONSTRUCTION COST TOTAL =	**$12,355,425.00**
		Engineering (5.0%)			$617,770.00
		Bidding			$5,000.00
		Construction Inspection (lin-house CEI)			$0.00
				Professional Service Fee Total =	**$622,770.00**
				Pre Design Opinion of Estimated Construction Cost =	**$12,978,195.00**

Table 2: Pre-Design Opinion of Estimated Cost – Downtown Marina Phase 1

Panama City Downtown Marina

Conceptual Design - Opinion of Probable Construction Cost

Full Build-Out

City of Panama City **2/1/2026**

	ITEM	Description	Phase Cost
WEST BASIN	Phase 1	Upland Infastructure and Utlities, Promenade around full perimeter, Initial Parking area, C-Dock, 10 Slips of D Dock, 430' of Floating Dock (Visitors) and Breakwater Extention	$12,978,195.00
	Phase 2	B-Dock and remaineder of D-Dock	$2,239,670.00
EAST BASIN	Phase 3	H-Dock and Main Access Pier	$2,372,530.00
	Phase 4	F-Dock	$1,529,660.00
	Phase 5	G-Dock	$1,311,940.00
	Phase 6	E-Dock	$1,465,030.00
UPLAND ONLY	Phase 7	Final T-Dock Upland Buildout (Including concrete parking, greenspace and Misc Amenities)	$750,000.00
		TOTAL PROJECTED BUILD-OUT COST =	***$22,647,025.00***

Note: All Unit Cost Pricing Includes a 20% Contingency

Table 3: Total Estimated Cost for Full Downtown Marina Build-out and Upland Development of the T-Dock

When the Commission voted during the Marina Workshop in December of last year to move forward with the first fifty slips, the thought was to use this exercise to obtain more reliable pricing and market data from contractors and boaters considering the Marina to keep their vessels. Phase 1 includes much more infrastructure than just the wet slips themselves but should provide a good litmus test to see if the unit cost data used for the estimates outlined above are accurate for the Panama City Market for the construction estimates. It will also be a true test in the demand and price threshold for boat mooring in general. The Phase 1 slip mix provides a diverse range of slips to include 50, 60 and 70 foot slip options. It also supplies the critical floating docks along the Northern seawall of the west basin for day mooring to allow visitors to come and enjoy historic downtown and the many shops and restaurants it has to offer.

Based on the results of the feedback received from the Phase 1 roll-out, we can hold steady with the current design of the future phases as planned today, or we can alter the future phase layouts to accommodate the market trends as documented in this first phase of the project.

It should be noted that the phases were broken down as small as possible to allow the greatest flexibility when deciding what bid packages are most desirable for future procurements, but there

is no fixed rule that we can't bid out one or more of the proposed phases at the same time should the financing and market demand dictate a quicker future build-out.

CONCLUSION:

The Panama City Marina is an iconic facility for historic downtown Panama City and is treasured by many who call Panama City home but also brings in visitors by land and water to visit the waterfront and enjoy the downtown hospitality. Moving Forward with Phase 1 design and procurement for the Panama City Downtown Marina represents progress to rebuild this historic downtown destination and has been requested by the citizens of Panama City since shorty after Hurricane Michael devastated the area. Besides the pure nostalgic significance this progress represents, this effort will also provide an opportunity to learn more details of the local market from the perspective of marine construction costing and the demand for various slip options in the Panama City boating industry. Unit cost factors derived from historical cost data from recent marina construction projects were applied to the estimate provided in this document, but the City Commission has recognized the benefit of formally bidding out the first phase to gain momentum in the redevelopment of this critical facility that serves as an economic catalyst to the downtown economy.

The phased approach as offered in this memo is intended to serve as a suggested starting point and potential path forward but can be altered as the market and public opinion dictate in the future.

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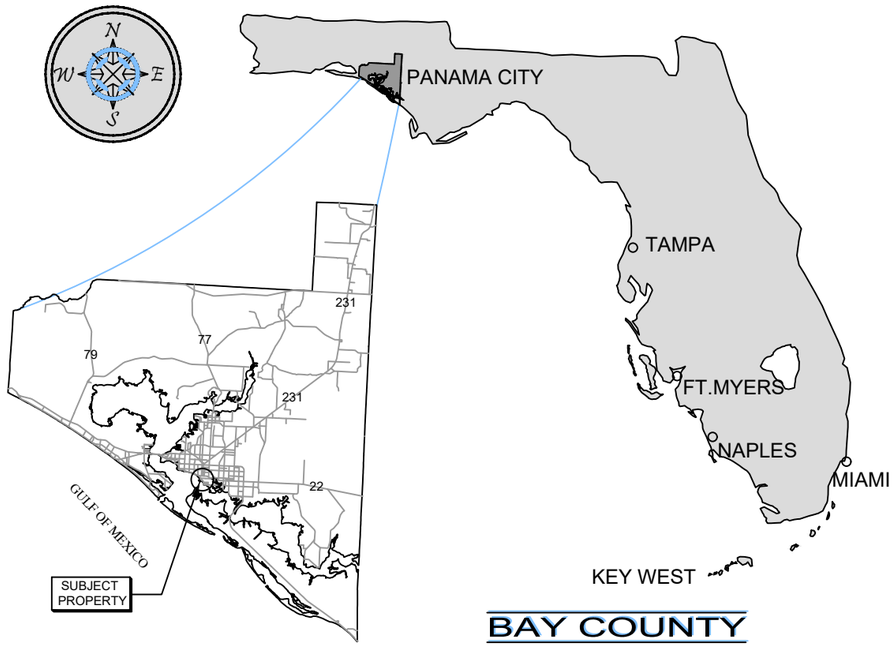
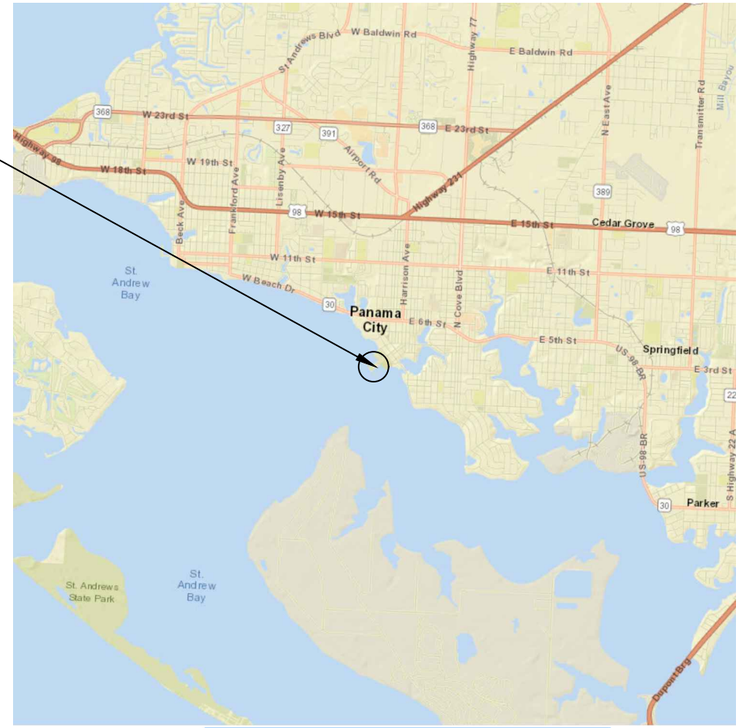
STATE OF FLORIDA

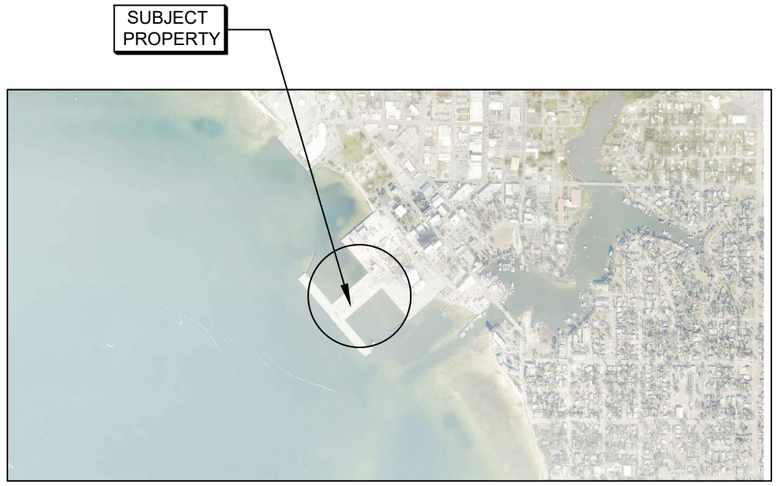


BAY COUNTY

PANAMA CITY MARINA	
Sheet Number	Sheet Title
G100	LOCATION PAGE
G101	GENERAL NOTES
C100	EXISTING CONDITIONS AND DEMOLITION
C101	EXISTING BATHYMETRY
C102	MATRIX PLAN
C103	OVERALL FRAMING
C104	DOCK FRAMING LAYOUT (40' SLIPS)
C105	DOCK FRAMING LAYOUT (50' SLIPS)
C106	DOCK FRAMING LAYOUT (60' - 70' SLIPS)
C107	DOCK FRAMING LAYOUT (ACCESS PLATFORM)
C108	DOCK CONNECTION DETAILS
C109	PILING & FRAMING CROSS SECTIONS
C110	CROSS SECTIONS AA-BB
C111	CROSS SECTIONS CC-DD
C112	GANGWAY DETAILS
C113	ADA PLAN
C114	SIGN PLAN
C115	SIGN DETAILS
C116	RAILING DETAILS
C117	WIDTH OF WATERWAY
C118	CLEAT PLAN
C119	CLEAT DETAILS
C120	BREAKWATER DETAILS
U100	LIFE SAFETY PLAN
U101	LIFE SAFETY TABLES AND NOTES
U102	FIRE CALCULATIONS
U103	ELECTRIC PLAN
U104	PEDESTAL PLAN
U105	PEDESTAL & ELECTRIC TABLES
U106	POTABLE WATER PLAN
U107	UTILITY GANGWAY PLAN
U108	UTILITY NOTES 1
U109	UTILITY NOTES 2
U110	UTILITY SPEC 1
U111	UTILITY SPEC 2
U112	UTILITY SPEC 3
U113	UTILITY SPEC 4
U114	UTILITY SPEC 5
U115	UTILITY SPEC 6
U116	UTILITY SPEC 7



VICINITY MAP



COUNTY AERIAL

NOTES:

<> THESE DRAWINGS ARE INTENDED FOR CONSTRUCTION USE.

SITE ADDRESS:

<> 1 HARRISON AVE
PANAMA CITY, FL 32401

<> LATITUDE: N 30.151850
<> LONGITUDE: W -85.664873

DRAFT

JAKE J. JOERS
REGISTERED PROFESSIONAL ENGINEER
LICENSE NO. 98736

DATE:December 18, 2025

JAKE J. JOERS STATE OF FLORIDA, PROFESSIONAL ENGINEER, LICENSE NO. 98736. THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY JAKE J. JOERS, P.E. USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES

60% PLANS

1 HARRISON AVE PANAMA CITY FL 32401

PANAMA CITY MARINA

LOCATION PAGE

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Naples, Fl. 34104-3732
Phone: (239) 643-0166 Fax: (239) 643-6632
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RY NO. 5875

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RMJ	JJ	19145.01	12-18-25	LOCATION PAGE	TTT	G100

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1 MOBILIZATION/DEMOBILIZATION

1.1 CONTRACTOR SHALL BE RESPONSIBLE FOR MOBILIZING AND DEMOBILIZING ANY AND ALL TOOLS, EQUIPMENT, MATERIAL, ETC. REQUIRED TO COMPLETE THE PROJECT.

1.2 ANY SPECIAL EQUIPMENT REQUIRED TO COMPLETE ANY PORTION OF THE PROJECT SHALL BE INCLUDED IN THE BID PROPOSAL.

1.3 CONTRACTOR WILL ALSO BE RESPONSIBLE FOR ACQUIRING ANY LOCAL BUILDING PERMITS THAT ARE REQUIRED FOR THE PROJECT.

2 SURVEYS:

2.1 CONTRACTOR SHALL BE RESPONSIBLE FOR THEIR OWN STAKEOUT SURVEY TO ENSURE PROPER PLACEMENT OF THE STRUCTURE.

2.2 FOR WORK OCCURRING WITHIN A SOVEREIGN SUBMERGED LAND LEASE THE STRUCTURE SHALL BE PLACED WITHIN +/-2" OF THE DESIGNED LOCATIONS AND SHALL BE CONFIRMED BY AN AS-BUILT SURVEY SUPPLIED BY THE CONTRACTOR AT THE COMPLETION OF DOCK INSTALLATION. ANY DEVIATIONS FROM THIS TOLERANCE WILL NEED TO BE REMEDIED OR APPROVED BY THE OWNER AND THE FDEP PRIOR TO FINAL PAYMENT.

2.3 ALL SURVEYS SHALL REFERENCE NAVD '88 VERTICAL DATUM

2.4 ALL SURVEYS SUPPLIED TO EOR SHALL BE GEO-REFERENCED AND SHALL REFERENCE FLORIDA STATE PLANE COORDINATES EAST ZONE

2 SUBMITTALS

2.1 SUBMITTALS SHALL BE SENT FROM THE CONTRACTOR TO THE ENGINEER OF RECORD. ENGINEER IS NOT RESPONSIBLE FOR DELAY IN WORK DUE TO SUBMITTAL APPROVAL. ENGINEER REQUIRES TEN (10) BUSINESS DAYS FROM THE DATE OF RECEIPT OF SUBMITTALS FOR SUBMITTAL APPROVAL.

3 SAFETY

3.1 CONTRACTOR SHALL BE RESPONSIBLE FOR INITIATING, MAINTAINING, AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONJUNCTION WITH THE WORK.

4 DEMOLITION

3.1 DEBRIS FROM DEMOLITION AND ITEMS INDICATED TO BE REMOVED SHALL BE REMOVED FROM THE OWNER'S PROPERTY AND PROPERLY DISPOSED OF BY THE CONTRACTOR IN A PERMITTED SANITARY LANDFILL OR C&D LANDFILL, AS IS APPROPRIATE FOR THE MATERIAL BEING REMOVED.

3.2 THE CONTRACTOR SHALL IMMEDIATELY REMOVE AND PROPERLY DISPOSE OF ANY DEBRIS THAT ENTERS THE WATER IN OR OUTSIDE OF THE CONSTRUCTION AREA DURING THE DEMOLITION OF THE INDICATED STRUCTURES.

3.3 SITE WILL BE CLEANED DAILY OF DEBRIS. REMOVE AND DISPOSE OF THE EXISTING FIXED DOCKS, ALL RELATED ATTACHMENTS, ANY ASSOCIATED UTILITIES, CONDUITS, OR DEBRIS.

3.4 ALL PILES, CONCRETE, AND OTHER DEBRIS WILL BE COMPLETELY REMOVED WITH NO DEBRIS REMAINING ABOVE SPECIFIED MARINA BOTTOM ELEVATION (POST DREDGE).

3.5 PROPER ELECTRIC AND WATER DISCONNECTS IN THE WORK AREA ARE THE RESPONSIBILITY OF THE CONTRACTOR.

3.6 THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL DEMOLITION ACTIVITIES WITH UTILITY TRADES.

3.7 CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DISPOSAL FEES.

4 FIXED DOCK INSTALLATION

4.1 PILES

4.1.1 DOCK PILES SHALL BE 2.5 PCF CCA TREATMENT INSTALLED IN THE SIZES AND LOCATIONS SHOWN IN THE DRAWINGS.

4.1.2 PILE DIAMETER INDICATED ON THE DRAWINGS REFERS TO THE MINIMUM BUTT DIAMETER AS MEASURED BEFORE CUT OFF.

4.1.3 PILES SHALL HAVE A CONSISTENT TAPER NOT TO EXCEED 3IN. FROM BUTT TO TIP

4.1.4 ALL PILINGS AND TIMBERS TO BE VISUALLY STRAIGHT WITH NO SPLITS OR VOIDS AND OF GOOD GRADE.

4.1.5 NO PILES SHOULD BE DRIVEN WITHIN 50 FEET OF CURING CONCRETE.

4.1.6 ALL PILINGS SHALL BE DRIVEN TO PRACTICAL REFUSAL WITH 3800 LB DROP HAMMER OR EQUIVALENT METHOD AND ACHIEVE THE MINIMUM EMBEDMENT INTO SUBSTRATE SHOWN ON THE DRAWINGS.

4.1.6.1 FOR ANY PILES THAT REACH PRACTICAL REFUSAL BEFORE THE MINIMUM EMBEDMENT IS REACHED, CONTRACTOR SHALL NOTIFY EOR IMMEDIATELY. EOR MAY ELECT TO HAVE THE PILE DRILLED/ROCK PUNCHED.

4.1.6.2 PILES SHALL ONLY BE PUNCHED/DRILLED IF SPECIFIED PENETRATION CANNOT BE ACHIEVED BY STANDARD METHODS DUE TO NATURALLY OCCURRING SUBSURFACE ROCK.

4.1.7 TOLERANCES

4.1.7.1 TOP OF PILE CENTER SHALL BE WITHIN 3" OF THE LOCATION SHOWN ON THE DRAWING

4.2 PILE WRAP

4.2.1 ALL IN-WATER WOOD PILINGS SHALL HAVE BLACK VINYL PILE WRAP FROM 6IN. BELOW SUBSTRATE LINE TO 1FT. ABOVE THE MEAN HIGH-WATER LINE.

4.2.2 HDPE MATERIAL IS TO BE BLACK IN COLOR WITH A MINIMUM 30 MIL. THICKNESS

4.2.3 PILE WRAP TO BE OVERLAPPED A MINIMUM OF 6 IN. AND NAILED WITH 1 ¼ IN. STAINLESS STEEL RING-SHANK ROOFING NAILS INSTALLED EVERY 2 IN. ALONG THE SEAMS. ALL MECHANICAL ATTACHMENT DEVICES (SCREWS/NAILS) SHALL BE 316 STAINLESS AND SHALL BE PARALLEL TO THE SLIP TO AVOID ANY CONTACT WITH VESSELS

4.3 PILE CAPS

4.3.1 LLDPE METALOCENE BASED POLYMER CONE SHAPED STYLE

4.3.2 PILE CAPS TO BE FASTENED WITH A MINIMUM OF (4) LARGE HEADED 316 SS RING SHANK NAILS

4.3.3 CAP DIAMETER SHALL NOT EXCEED PILE DIAMETER BY MORE THAN ½"

4.3.4 BOAT LIFT PILES WILL REQUIRE A FLAT CAP.

4.4 FRAMING

4.4.1 ALL FRAMING MEMBERS SHALL BE 0.60 PCF CCA TREATMENTS, GRADE NO.1 SOUTHERN YELLOW PINE.

4.4.2 LUMBER DIMENSIONS REFER TO S4S (SURFACED 4 SIDES), UNLESS OTHERWISE NOTED.

4.4.3 ALL FASTENERS EXPOSED TO BOATS MUST BE COUNTERSUNK.

4.4.4 CAP TIMBERS EXPOSED TO BOATS SHALL NOT PROTRUDE BEYOND PILINGS.

4.4.5 STRINGERS SHALL NOT BE NOTCHED FOR UTILITIES.

4.5 DECKING

4.5.1 ALL DECKING SHALL BE INSTALLED WITH FULL LENGTH DECK BOARDS, NO JOINTS EXCEPT WHERE LENGTHS EXCEED 12 FEET.

4.5.2 ALL DECKING AND RAIL SHALL BE RASPED OR SANDED TO FINISH THE EDGES.

4.5.3 TOLERANCE:

4.5.3.1 DECK BOARD SPACING SHALL BE MEASURED SUCH THAT A NAIL OF SAME DIAMETER AS SPACING FITS SNUGLY BETWEEN BOARDS.

4.5.3.2 SCREW LINES SHALL BE STRAIGHT WITH MAXIMUM TOLERANCE OF 1/16 INCH FROM A STRING LINE.

4.5.4 IPE (IF APPLICABLE)

4.5.4.1 IPE WOOD CUTS TO BE SEALED.

4.5.4.2 DECKING SCREWS MUST BE INSTALLED SUCH THAT THE SCREW HEAD IS BELOW THE DECKING SURFACE TO ACCOMMODATE FUTURE WOOD SHRINKAGE.

4.6 ANY ATTACHMENTS TO CONCRETE SHALL BE MINIMUM 316 STAINLESS STEEL ADHERED INTO CONCRETE WITH HILTI HY 150 ADHESIVE EPOXY OR EQUAL WITH PROPER DRILL SIZES AND DEPTHS INTO CONCRETE PER MANUFACTURER SPECIFICATIONS.

4.7 ALL BOLTS / ATTACHMENTS INTO DECKING OR RAILING SHALL BE #316 GRADE STAINLESS STEEL. FASTENERS INTO WOOD PILINGS SHALL BE 304/305 GRADE STAINLESS STEEL.

5 ELECTRIC

5.1 CONTRACTOR IS RESPONSIBLE FOR CONNECTION TO THE UPLAND SERVICES.

5.2 CONDUIT SUPPORTS SHALL BE 316 STAINLESS STEEL AND SPACED AT A MAXIMUM OF 4' O.C., UNLESS OTHERWISE NOTED.

5.3 CONTRACTOR'S ELECTRICIAN SHALL BE RESPONSIBLE FOR LOAD CALCULATIONS TO DETERMINE WIRE AND CONDUIT SIZING.

5.4 UPLAND PANELS SHALL BE STAINLESS STEEL OR WITHIN A WEATHER TIGHT ENCLOSURE.

5.5 ALL CONDUIT SHALL BE INDIVIDUAL FEEDS TO EACH PEDESTAL AND LIGHTING CIRCUIT PER CODE.

5.6 ALL CONDUIT COVERAGE SHALL BE PER CODE.

5.7 ALL SEAWALL PENETRATIONS SHALL BE SEALED TO PREVENT SEDIMENT LEACHING.

6 WATER

6.1 ALL WATER LINES SHALL BE INSTALLED WITH HOSE BIBS AND BACK-FLOW PREVENTERS.

6.2 ALL ATTACHMENT BRACKETS AND FASTENERS SHALL BE 316 STAINLESS STEEL.

6.3 CONDUIT SUPPORTS SHALL BE 316 STAINLESS STEEL AND SPACED AT A MAXIMUM OF 4' O.C., UNLESS OTHERWISE NOTED.

6.4 CONTRACTOR IS RESPONSIBLE FOR CONNECTION TO EXISTING UPLAND SUPPLY.

7 FIRE

7.1 EXTINGUISHERS SHALL BE INSTALLED IN THE LOCATIONS SHOWN ON THE DRAWINGS AND SHALL BE SPACED SUCH THAT ANY POSITION ON THE DOCK IS NOT MORE THAN 75 FOOT WALKING DISTANCE FROM AN EXTINGUISHER.

7.2 DRY STAND PIPE SHALL HAVE MINIMUM 30 INCH BURIAL WHERE APPLICABLE.

7.3 INSTALLATION OF ALL PIPING SHALL BE PER THE LATEST ADDITION ACCEPTED BY THE LOCAL AHJ OF THE FLORIDA BUILDING CODE - PLUMBING EDITION, NFPA 303, NFPA 14.

7.4 ALL PIPING SHALL BE SDR 11 HDPE, UNLESS OTHERWISE NOTED, AND ALL FITTINGS SHALL BE HEAT FUSED OR THREADED.

7.5 ALL PIPING SHALL BE PRESSURE TESTED AFTER CONNECTING APPLICABLE VALVES. PIPING SHALL BE TESTED TO AT LEAST 200 PSIG AND PRESSURE SHALL BE MAINTAINED FOR A MINIMUM OF 2 HOURS.

7.6 ALL ATTACHMENTS AND FASTENERS SHALL BE 316 STAINLESS STEEL.

7.7 PIPING SHALL BE STRAPPED TO DOCK SYSTEM USING INTERFERENCE FIT STRAPS THAT RESTRICT MOVEMENT AND CONFINE EXPANSION/CONTRACTION TO THE AREA BETWEEN NEIGHBORING STRAPS.

7.8 ALL 90 DEGREE BENDS SHALL BE LONG RADIUS.

7.9 ALL UNDERGROUND FIRE PIPE SHALL UTILIZE MARKING BALLS, WIRE, AND/OR TAPE TO IDENTIFY THE LOCATION OF THE FIRE LINE.

7.10 DO NOT POUR CONCRETE AROUND ANY FIRE PIPING UNLESS SLEEVED.

1 HARRISON AVE PANAMA CITY FL 32401

PANAMA CITY MARINA

GENERAL NOTES

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RY NO. 5875

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REVIEWED BY:	TTT
SHEET:	G101
DRAWN BY:	RMJ
CHECKED BY:	JJ
PROJECT:	19145.01
DATE:	12-18-25
LAYOUT:	GENERAL NOTES

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PANAMA CITY MARINA

EXISTING CONDITIONS AND DEMOLITION

1 HARRISON AVE, PANAMA CITY, FL 32401

TURRELL, HALL & ASSOCIATES, INC.
Marine & Environmental Consulting
3584 Exchange Ave. Suite B,
Naples, Fl. 34104-3732
Phone: (239) 643-0166 Fax: (239) 643-6632
email: tmz@thnaples.com
RY NO. 5875

REV #	REV BY	DATE	CHK BY	CHANGED
01	-	-	-	-
02	-	-	-	-
03	-	-	-	-
04	-	-	-	-
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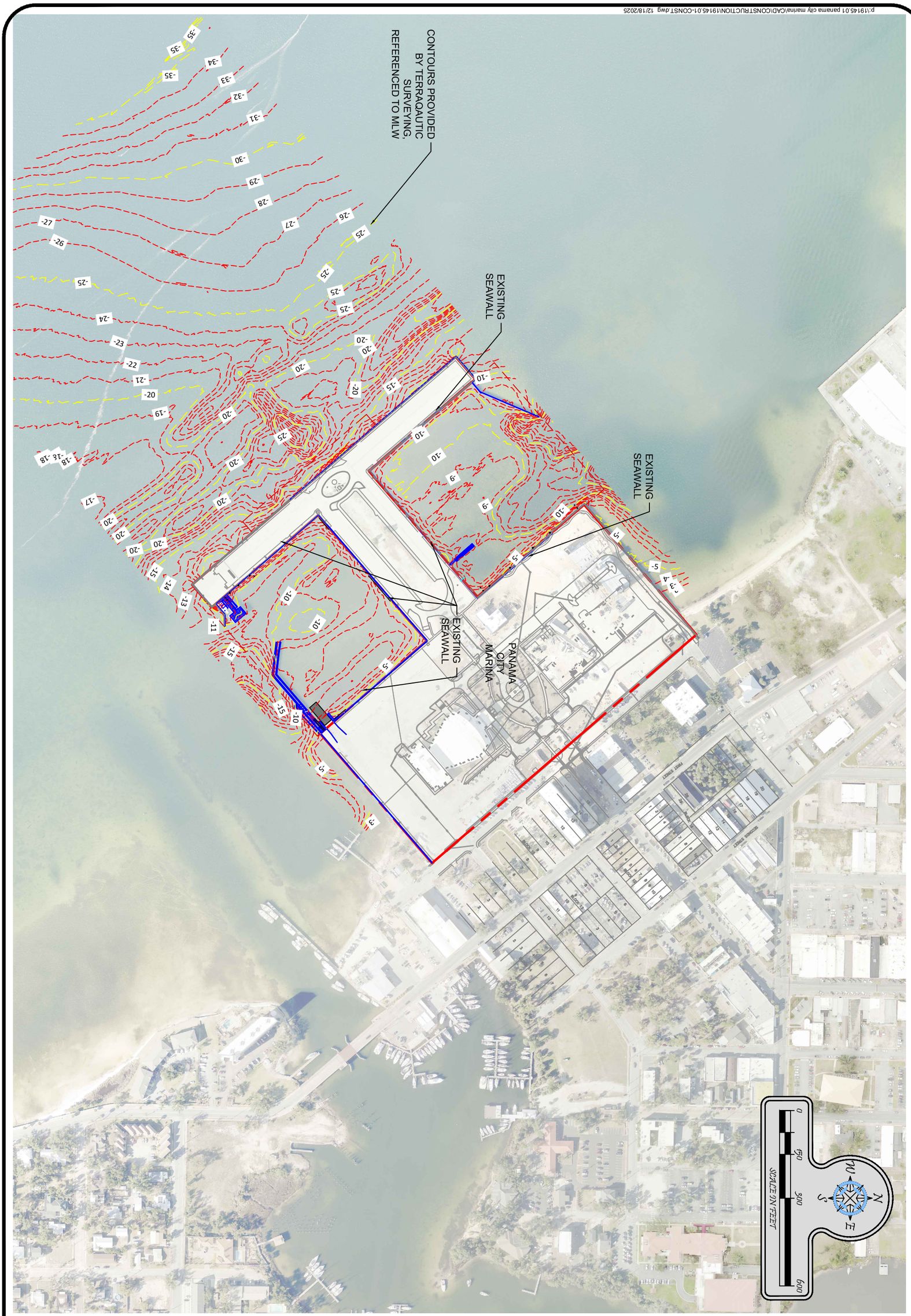
12	-	-	-	-

DRAWN BY: RMJ
CHECKED BY: JJ
PROJECT: 19145.01
DATE: 12-18-25
REVIEWED BY: JJ
SHEET: C100
LAYOUT: EXISTING CONDITIONS

P:\19145.01 panama city marina\CAD\CONSTRUCTION\19145.01-CONST.dwg 12/18/2025



1 HARRISON AVE, PANAMA CITY, FL 32401

PANAMA CITY MARINA

EXISTING BATHYMETRY

DRAWN BY:	RMJ
CHECKED BY:	JJ
PROJECT:	19145.01
DATE:	12-18-25
LAYOUT:	EXISTING BATHYMETRY
REVIEWED BY:	JJ
SHEET:	C101

REV.#	REV BY:	DATE:	CHK BY:	CHANGED:
01	-	-	-	
02	-	-	-	
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RY NO. 5875

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Proposed 430 feet of floating dock connected at both ends with access Gangways.

Needed Breakwater Extention

HOTEL SITE

UPLAND AREA

NEW RIPRAP

FIXED ACCESS PLATFORM (FLUSH WITH SEAWALL)

FLOATING DOCK (30" FREEBOARD)

5'X50' GANGWAY

A DOCK

10'X50' RAMP

EXISTING SEAWALL

LAY-ALONG FIXED BASIN DOCK

B DOCK

5'X50' RAMP

40' 8-POST LIFTS

50' 8-POST LIFTS

FIXED ACCESS PLATFORM (FLUSH WITH SEAWALL)

5'X50' RAMP

C DOCK

FIXED DOCK

5'X50' RAMP

FIXED DOCKS

FIXED ACCESS PLATFORM (FLUSH WITH SEAWALL)

5'X50' RAMP

D DOCK

BREAKWATER EXTENSION

GAP IN BREAKWATER TO ALLOW FLUSHING

EXISTING BREAKWATER TO REMAIN

EXISTING SLL

4' WIDE ACCESS STAIRS

FIXED ACCESS PLATFORM (FLUSH WITH SEAWALL)

EXISTING SEAWALL

EXISTING BOATRAMP TO REMAIN

FIXED ACCESS PLATFORM (FLUSH WITH SEAWALL)

5 WIDE ACCESS STAIRS

10'X30' RAMP

5'X50' RAMP

5'X50' RAMP

E DOCK

5'X50' RAMP

F DOCK

5'X50' RAMP

5'X50' ' RAMP

G DOCK

5'X50' RAMP

H DOCK

43' RAMP

NEW RIPRAP

EXISTING SLL

EXISTING COVERED PAVILION TO REMAIN

EXISTING FUEL DOCK TO REMAIN

COVERED WALKWAY

30K BOAT LIFT FOR POLICE BOAT

PANAMA CITY MARINA	
LENGTH	QUANTITY
40'-0"	43
40'-0" LIFTS	20
50'-0"	25
50'-0" LIFTS	19
60'-0"	25
70'-0"	15
SUB-TOTAL	147
TRANSIENT	35
TOTAL	182

0 50 100 200

SCALE IN FEET

PANAMA CITY MARINA

MATRIX PLAN

1 HARRISON AVE, PANAMA CITY, FL 32401

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Naples, FL 34104-5732
Phone: (239) 643-4646 Fax: (239) 643-6632
email: turn@thanaples.com
RY NO. 5875

ISSUE #	REVISION BY	DATE	CHECKED	CHANGED
01	-	-	-	-
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09	-	-	-	-
10	-	-	-	-

DRAWN BY: RMJ
CHECKED BY: JJ
PROJECT: 19145.01
DATE: 12-18-25
LAYOUT: MATRIX PLAN
REVIEWED BY: JJ
SHEET: C102

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PANAMA CITY MARINA
OVERALL FRAMING

1 HARRISON AVE, PANAMA CITY, FL 32401

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Phone: (239) 643-6646 Fax: (239) 643-6632
email: tuna@thanaples.com
RY NO. 5875

HOTEL SITE

UPLAND AREA

NEW RIPRAP

FIXED DOCK

FLOATING DOCK (30" FREEBOARD)

AA C110

A DOCK

15'

430'

6' X 50' GANGWAY

105'

116'-4"

119'

EXISTING SEAWALL

8' ABOVE DECK PILES ON THIS SIDE

BB 110

LAY-ALONG FIXED BASIN DOCK

454'

10'

B DOCK

BREAKWATER EXTENSION

60'

40'

5'

98'-4"

8'

8' ABOVE DECK PILES ON END OF TEE DOCKS

75'-3"

40' 8-POST LIFTS

50' 8-POST LIFTS

CC C111

GAP IN BREAKWATER TO ALLOW FLUSHING

115'-8"

FIXED DOCK

C DOCK

50'

432'

6'

EXISTING BREAKWATER

DD C111

107'

FIXED DOCKS

54'

7'

70'

D DOCK

EXISTING SLL

EXISTING SEAWALL

E DOCK

EXISTING BOATRAMP TO REMAIN

403'

80'

28'-3"

89'

18'

245'-6"

F DOCK

327'

116'

100'

50'

48'

94'

NEW RIPRAP

EXISTING SLL

G DOCK

8' ABOVE DECK PILES ON END OF TEE DOCKS

273'

EXISTING COVERED PAVILION TO REMAIN

EXISTING FUEL DOCK TO REMAIN

PUMPOUT STANCHION

50'

35'

268'

60'

125'

H DOCK

12'

N NE E SE S SW W NW

0 50 100 200

SCALE IN FEET

BUILDING MATERIAL SPECIFICATION

NOTES:

<> DOCK PILES - 10" BUTT MEASURED BEFORE CUTTING 2.5 PCF CCA 10' MIN. PENETRATION INTO SUBSTRATE DRIVEN TO FIRM BEARING.
<> BOAT LIFT PILES - 12" BUTT MEASURED BEFORE CUTTING 2.5 PCF CCA 15' MIN. PENETRATION INTO SUBSTRATE DRIVEN TO FIRM BEARING.
<> PILING WRAP - PVC WRAP ALL PILES FROM 12" ABOVE MHWL TO 6" BELOW SUBSTRATE.
<> CAP TIMBERS - 3' X 10" 0.60 CCA NO.1 SYP S4S
<> STRINGERS - 3" X 8" 0.60 CCA NO.1 SYP S4S (NOT TO EXCEED 18" ON CENTER)
<> DECKING - 2" X 6" WEARDECK OR APPROVED ALTERNATIVE.
<> 5/8" GRADE 304/305 STAINLESS STEEL BOLTS THROUGH PILES, CAP TIMBERS, STRINGERS
<> 3" NO.10 GRADE 316 STAINLESS STEEL BUGLE HEAD SCREWS FOR DECKING.
<> BLACK VINYL CONE OR FLAT PILING CAPS.
<> 2.5" DECK OVERHANG FROM STRINGER

LEGEND

SYMBOL	DESCRIPTION
	10" UP PILE
	10" DOWN PILE
	12" LIFT PILE
	3"X10" CAP TIMBER
	3"X8" STRINGER
	3"X8" FASCIA

DECKING: 2"X6" WEARDECK (NOT SHOWN)

REV #	REVISED	DATE	CHKD?	CHANGED
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REVIEWED BY: SHEET: C103

DRAWN BY: RMJ
CHECKED BY:
PROJECT: 19145.01
DATE: 12-18-25
LAYOUT: OVERALL FRAMING

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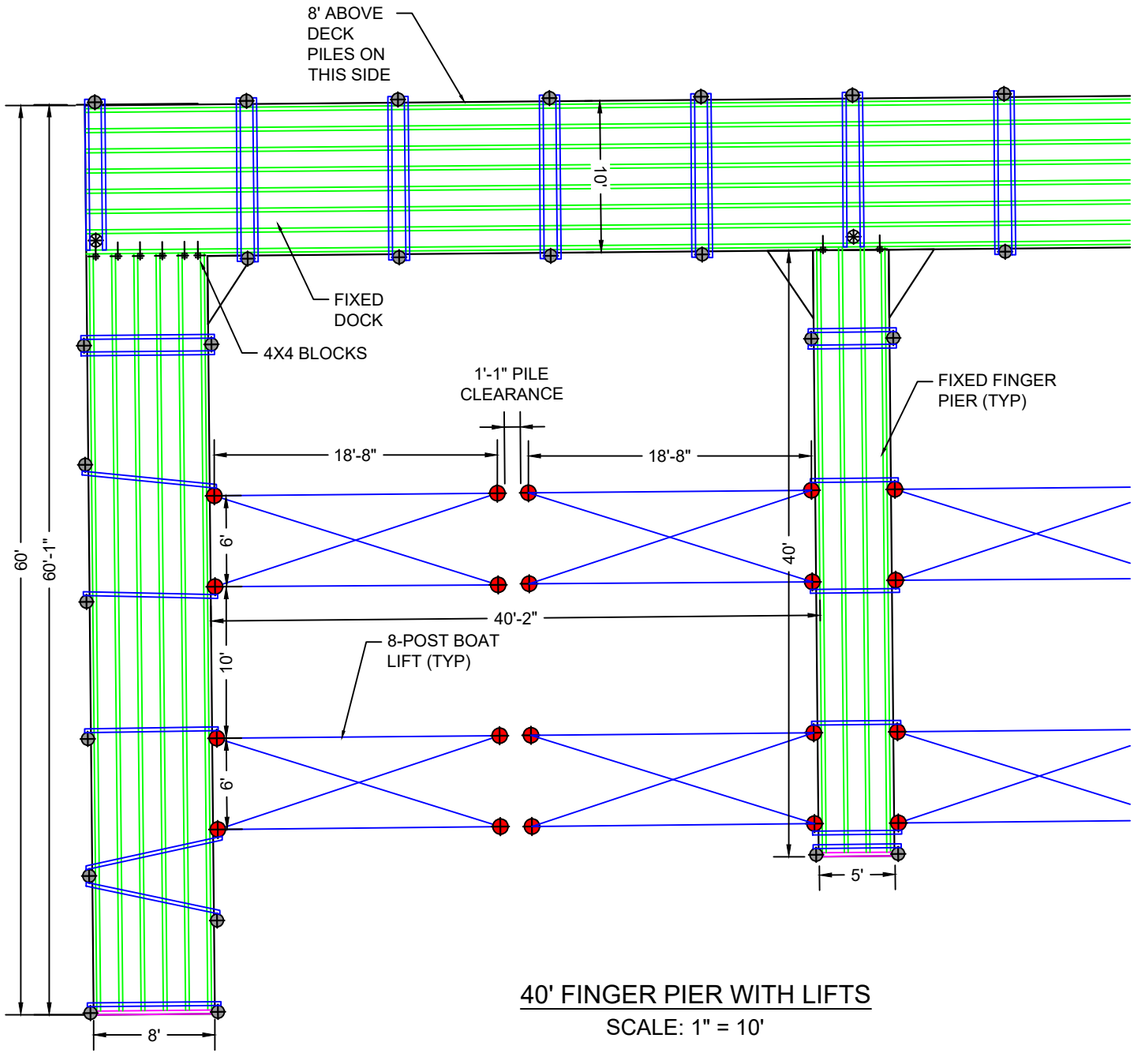
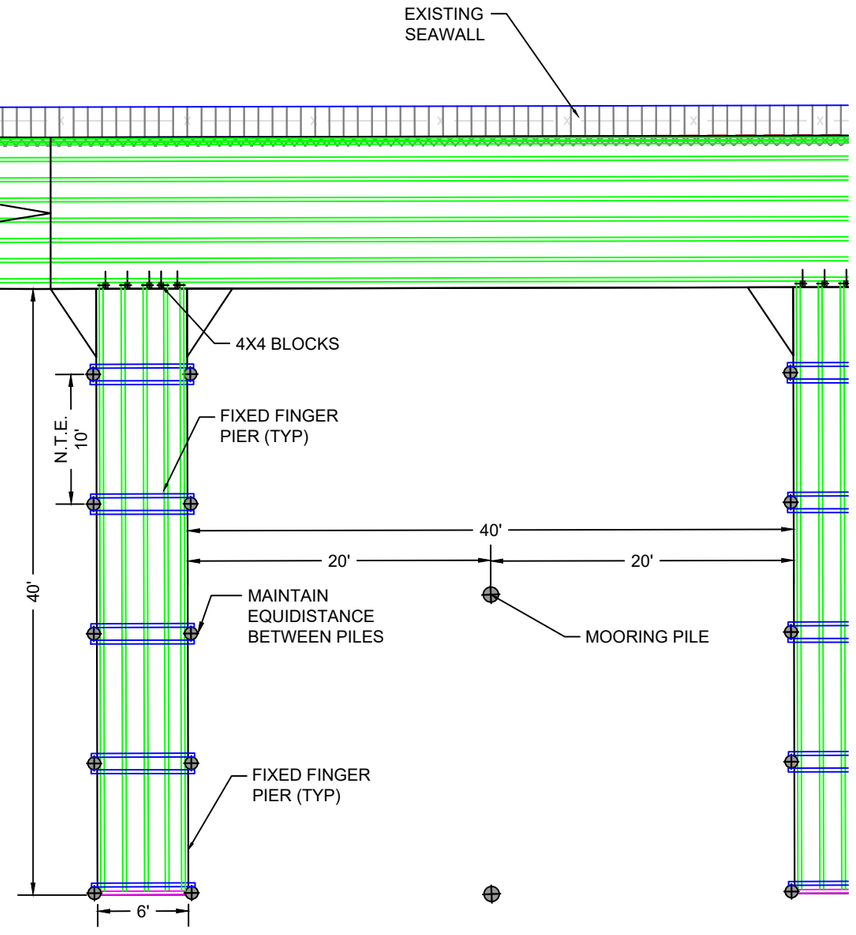


40' FINGER PIER WITH LIFTS

SCALE: 1" = 10'



40' FINGER PIER

SCALE: 1" = 10'

NOTE: MAIN DOCK FRAMING NOT SHOWN

LEGEND	
SYMBOL	DESCRIPTION
	10" UP PILE
	10" DOWN PILE
	12" LIFT PILE
	3"X10" CAP TIMBER
	3"X8" STRINGER
	3"X8" FASCIA
DECKING: 2"X6" WEARDECK (NOT SHOWN)	

PANAMA CITY MARINA

1 HARRISON AVE, PANAMA CITY, FL 32401

DOCK FRAMING LAYOUT (40' SLIPS)

TURRELL, HALL & ASSOCIATES, INC.
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3584 Exchange Ave. Suite B.
Naples, FL 34104-5732
Phone: (239) 643-6646 Fax: (239) 643-6632
email: tunis@thanaples.com
RY NO. 5875

EDIT #	REVISION	DATE	CHECKED	CHANGED
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REVIEWED BY: RMJ

SHEET: C104

DRAWN BY: JJ

CHECKED BY: RMJ

PROJECT: 19145.01

DATE: 12-18-25

LAYOUT: DOCKFRAMINGLAYOUT_40'SLIPS

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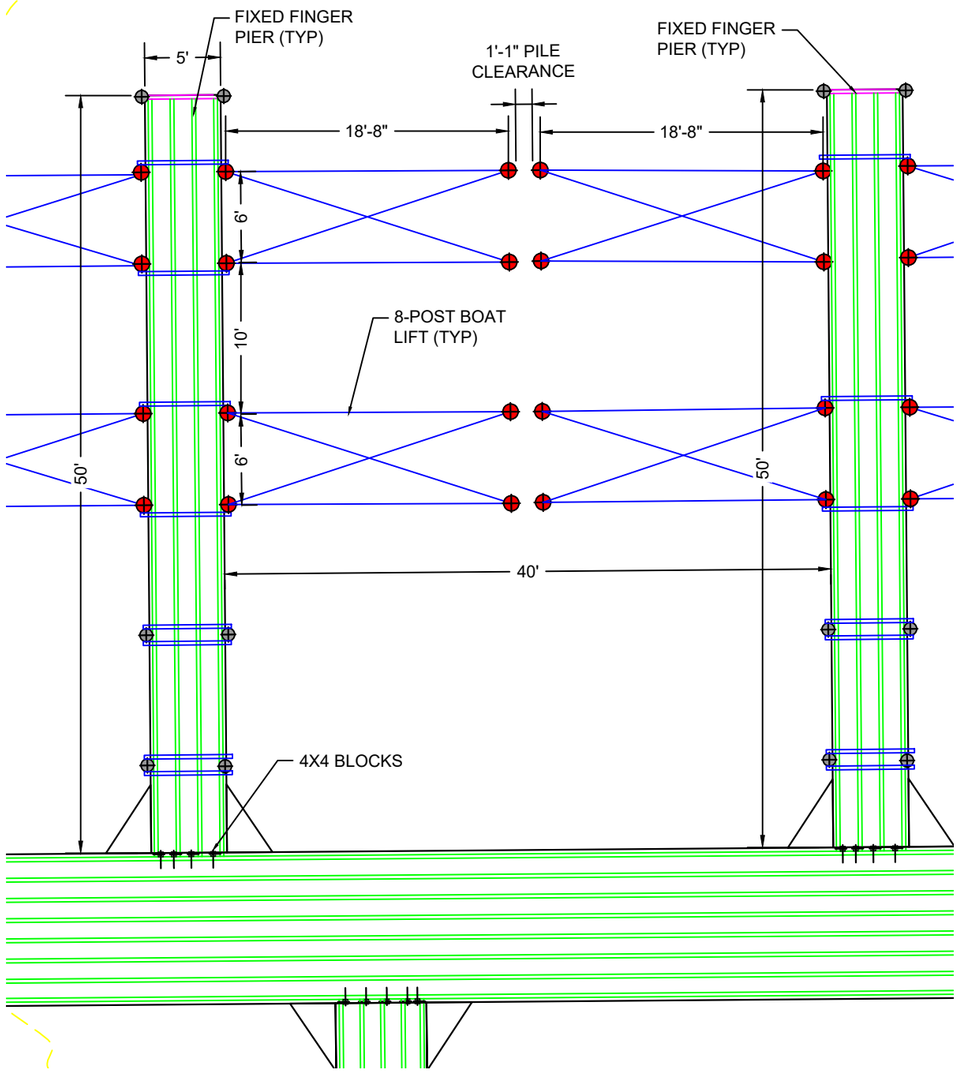
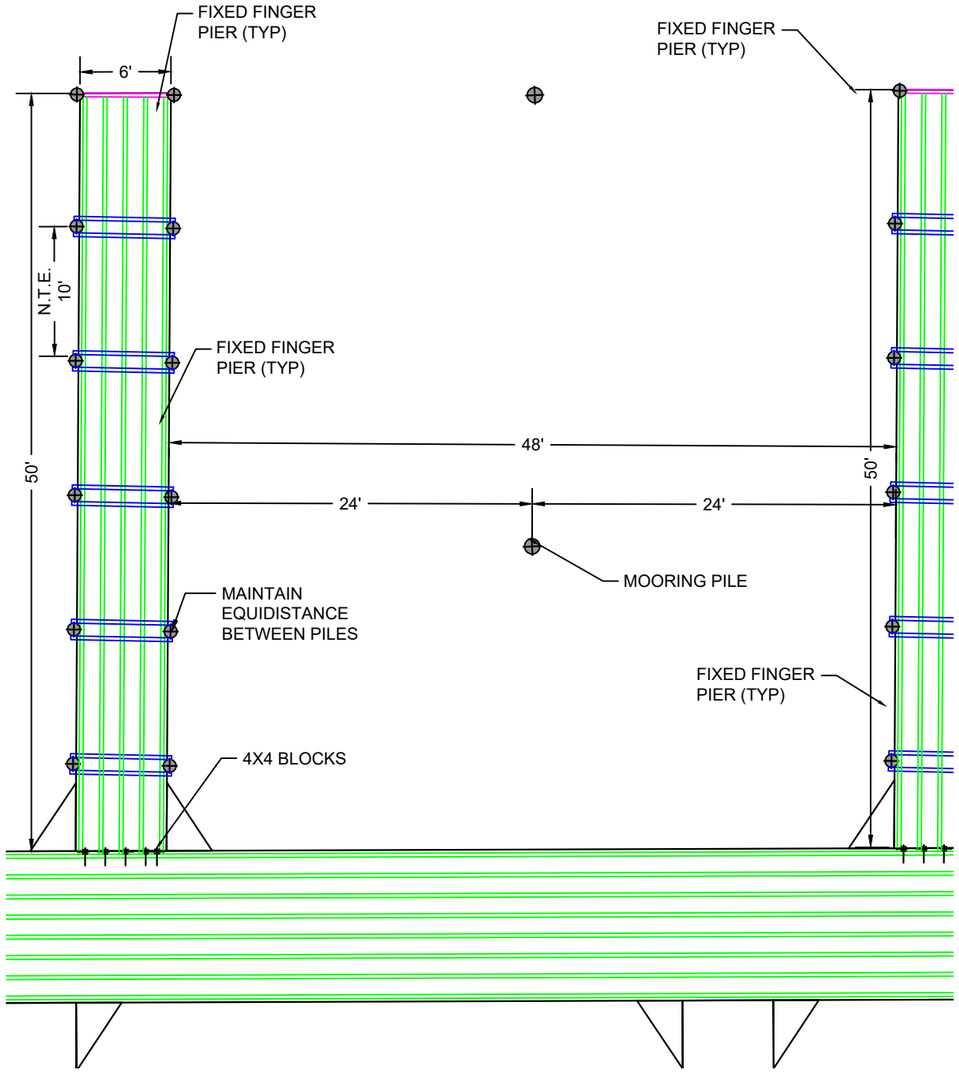


50' FINGER PIER WITH LIFTS

SCALE: 1" = 10'



50' FINGER PIER

SCALE: 1" = 10'

LEGEND	
SYMBOL	DESCRIPTION
	10" UP PILE
	10" DOWN PILE
	12" LIFT PILE
	3"X10" CAP TIMBER
	3"X8" STRINGER
	3"X8" FASCIA
DECKING: 2"X6" WEARDECK (NOT SHOWN)	

NOTE: MAIN DOCK FRAMING NOT SHOWN

PANAMA CITY MARINA

1 HARRISON AVE, PANAMA CITY, FL 32401

DOCK FRAMING LAYOUT (50' SLIPS)

TURRELL, HALL & ASSOCIATES, INC.
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Phone: (239) 643-6646 Fax: (239) 643-6632
email: tunis@thanaples.com
RY NO. 5875

REV #	REVISION	DATE:	DRAWN	CHANGED
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DRAWN BY: RMJ
CHECKED BY: JJ
PROJECT: 19145.01
DATE: 12-18-25
LAYOUT: 2007\PANAMA\DOCK\19145
REVIEWED BY: JJ
SHEET: C105

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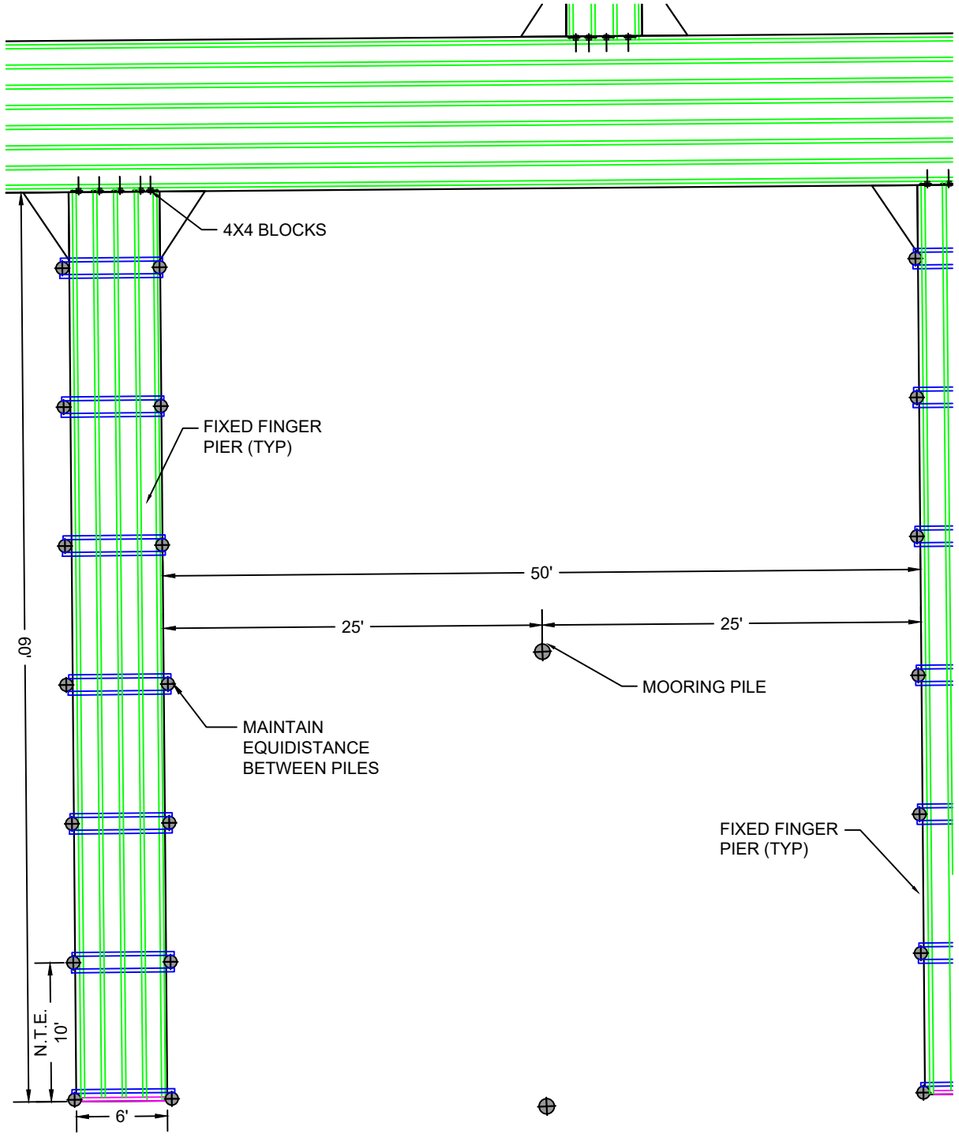
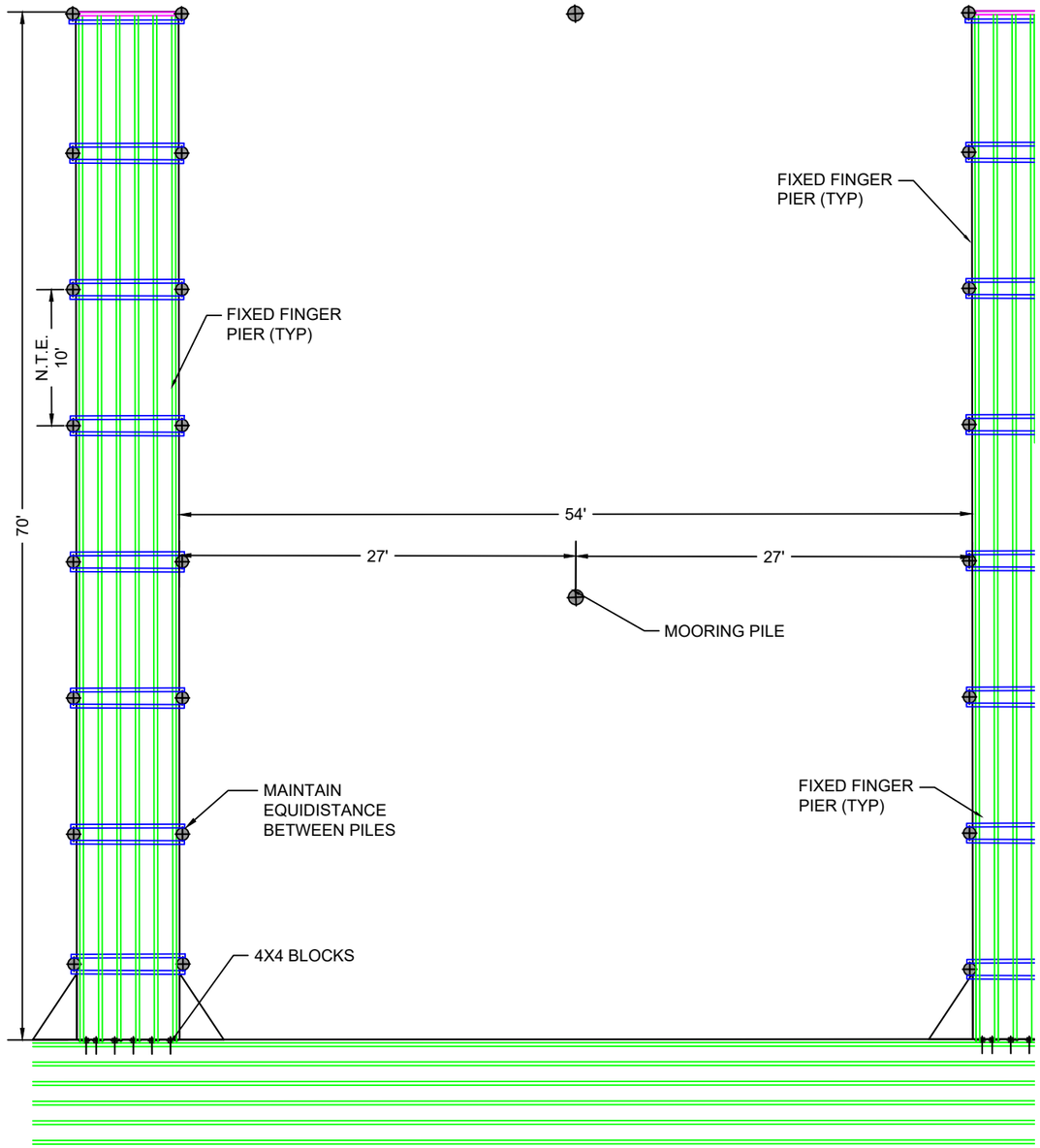


60' FINGER PIER
SCALE: 1" = 10'

LEGEND	
SYMBOL	DESCRIPTION
	10" UP PILE
	10" DOWN PILE
	12" LIFT PILE
	3"X10" CAP TIMBER
	3"X8" STRINGER
	3"X8" FASCIA
DECKING: 2"X6" WEARDECK (NOT SHOWN)	

NOTE: MAIN DOCK FRAMING NOT SHOWN



70' FINGER PIER
SCALE: 1" = 10'

PANAMA CITY MARINA

1 HARRISON AVE, PANAMA CITY, FL 32401

DOCK FRAMING LAYOUT (60' - 70' SLIPS)

TURRELL, HALL & ASSOCIATES, INC.
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Phone: (239) 643-4646 Fax: (239) 643-6632
email: turnet@thanaples.com
RY NO. 5875

REV#	REV'D BY	DATE	CHK'D BY	CHANGED
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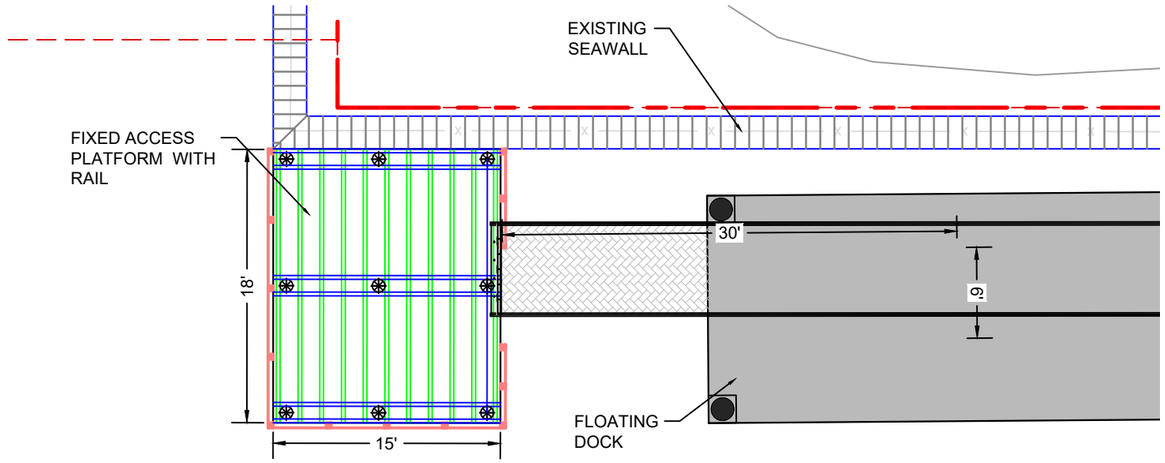
12	-	-	-	-

REVIEWED BY: JJ
SHEET: C106
DRAWN BY: RMJ
CHECKED BY: JJ
PROJECT: 19145.01
DATE: 12-18-25
LAYOUT: 60' FINGER PIER & 70' FINGER PIER



FIXED DOCK ACCESS PLATFORM

SCALE: 1" = 12'

LEGEND	
SYMBOL	DESCRIPTION
	10" UP PILE
	10" DOWN PILE
	12" LIFT PILE
	3"X10" CAP TIMBER
	3"X8" STRINGER
	3"X8" FASCIA
DECKING: 2"X6" WEARDECK (NOT SHOWN)	

PANAMA CITY MARINA

1 HARRISON AVE, PANAMA CITY, FL 32401

DOCK FRAMING LAYOUT (ACCESS PLATFORM)

TURRELL, HALL & ASSOCIATES, INC.
Marine & Environmental Consulting
3584 Exchange Ave. Suite B.
Naples, FL 34104-5732
Phone: (239) 643-6646 Fax: (239) 643-6632
email: tuna@thnaples.com
RY NO. 5875

REV #	REV BY	DATE	CHK'D	CHANGES
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02	-	-	-	-
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12	-	-	-	-

DRAWN BY: RMJ
CHECKED BY: JJ
PROJECT: 19145.01
DATE: 12-18-25
LAYOUT: 11"X17" (ARCH B)
REVIEWED BY: JJ
SHEET: C107

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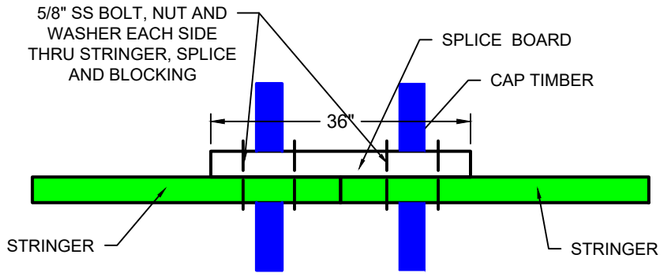
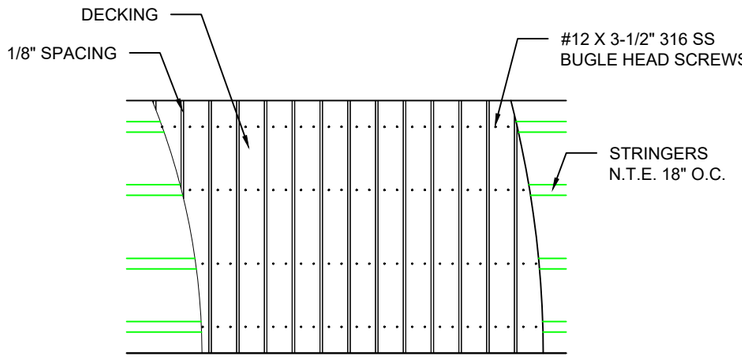
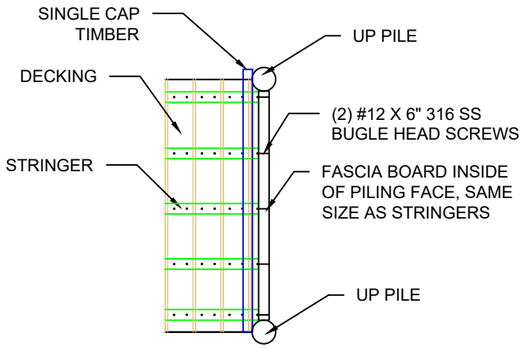


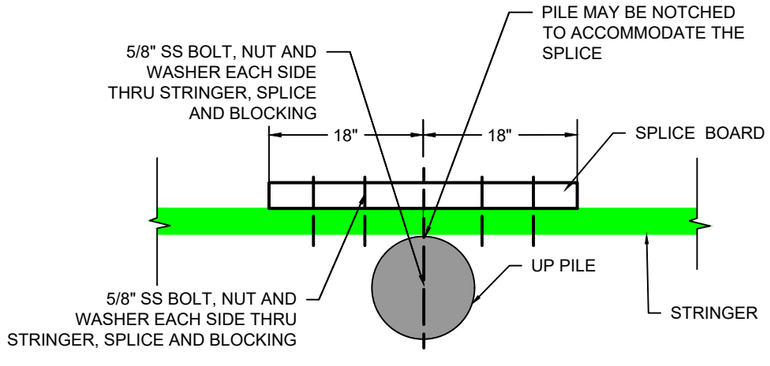
TYPICAL INTERIOR SPLICE DETAIL
NOT TO SCALE



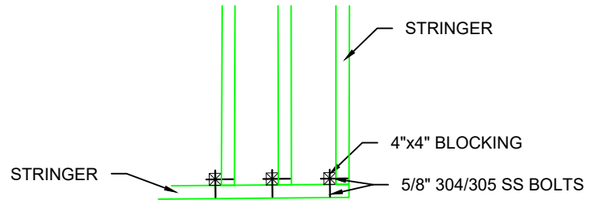
TYPICAL DECKING DETAIL
NOT TO SCALE



TYPICAL FASCIA BOARD PLAN DETAIL
NOT TO SCALE

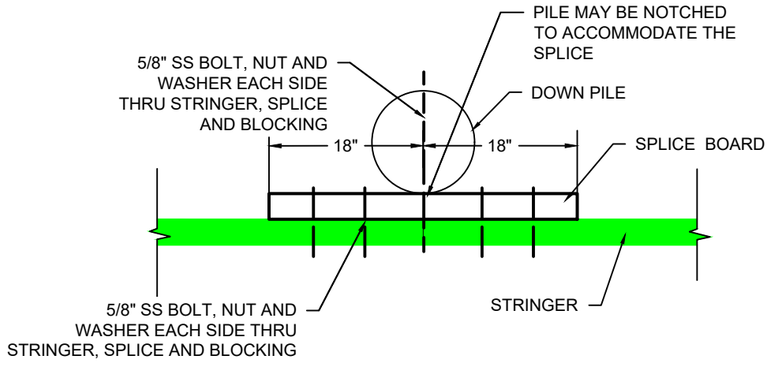


TYPICAL STRINGER SPLICE DETAIL WOOD UP PILE
NOT TO SCALE

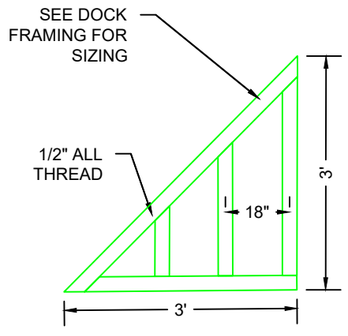


TYPICAL BLOCK DETAIL
NOT TO SCALE

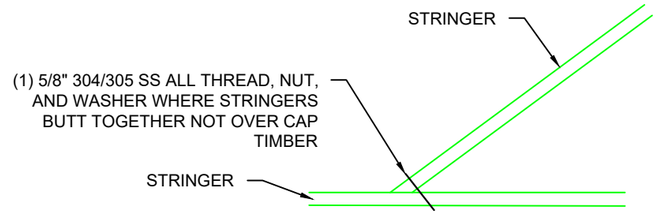
TYPICAL FASCIA BOARD PLAN DETAIL
NOT TO SCALE



TYPICAL STRINGER SPLICE DETAIL
WOOD DOWN PILE
NOT TO SCALE



TYPICAL FLARE DETAIL
NOT TO SCALE



STRINGER TO STRINGER
CONNECTION DETAIL
NOT TO SCALE

1 HARRISON AVE, PANAMA CITY, FL 32401

PANAMA CITY MARINA

DOCK CONNECTION DETAILS

TURRELL, HALL & ASSOCIATES, INC.
Marine & Environmental Consulting
3584 Exchange Ave. Suite B,
Naples, Fl. 34104-3732
Phone: (239) 643-0166 Fax: (239) 643-6632
email: tuna@thanaples.com
RY NO. 3875

REV #	REV BY	DATE	CHK BY	CHANGED
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REVIEWED BY: JJ
SHEET: C108

DRAWN BY:	RMJ
CHECKED BY:	JJ
PROJECT	19145.01
DATE	12-18-25
LAYOUT:	DOCK CONNECTION DETAILS

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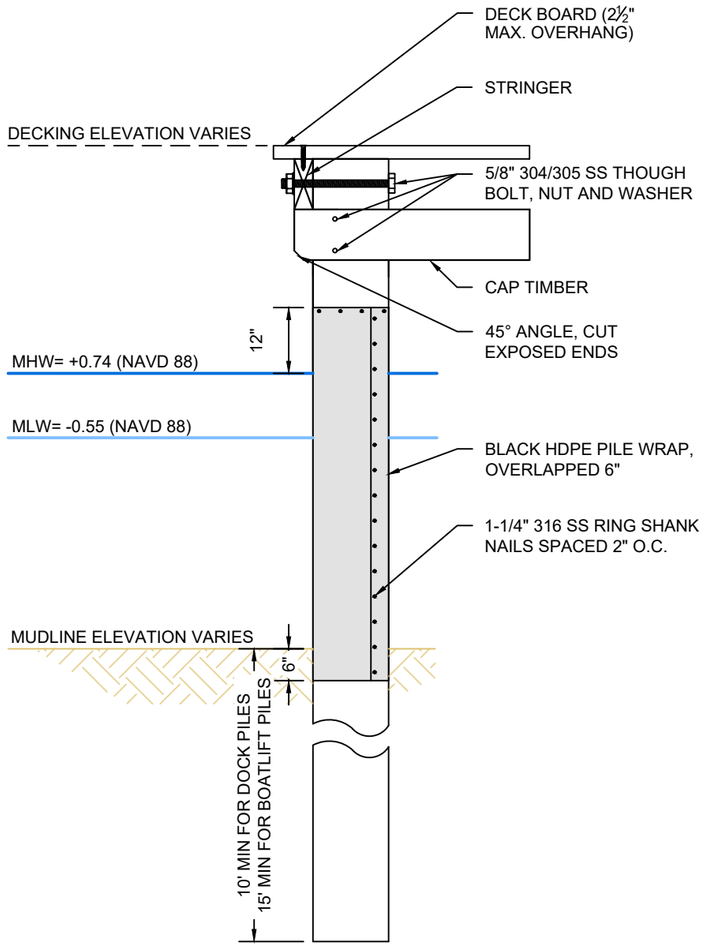
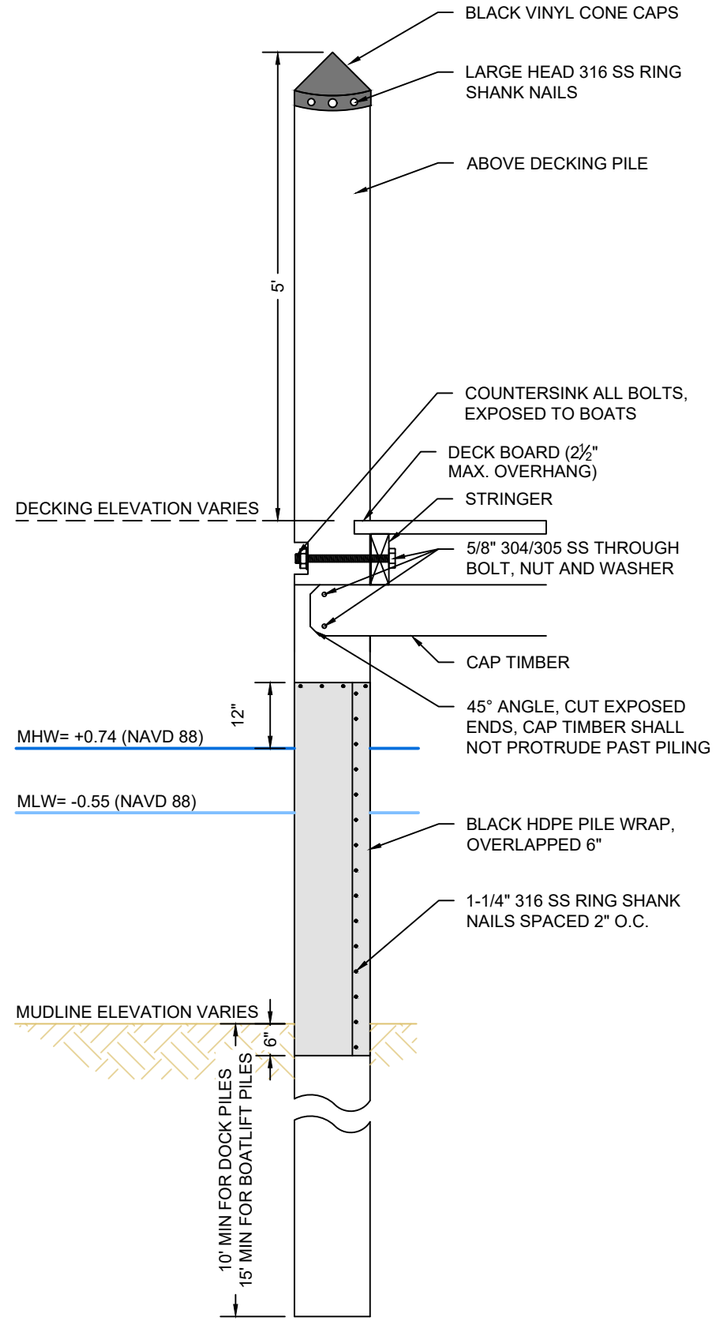


DOWN PILE & STRINGER DETAIL
NOT TO SCALE



ABOVE DOCK PILING DETAIL
NOT TO SCALE

PANAMA CITY MARINA

1 HARRISON AVE, PANAMA CITY, FL 32401

PILING & FRAMING CROSS SECTIONS

TURRELL, HALL & ASSOCIATES, INC.
Marine & Environmental Consulting
3584 Exchange Ave. Suite B,
Naples, Fl, 34104-3732
Phone: (239) 643-0166 Fax: (239) 643-6632
email: tuna@thanaples.com
RY NO. 3875

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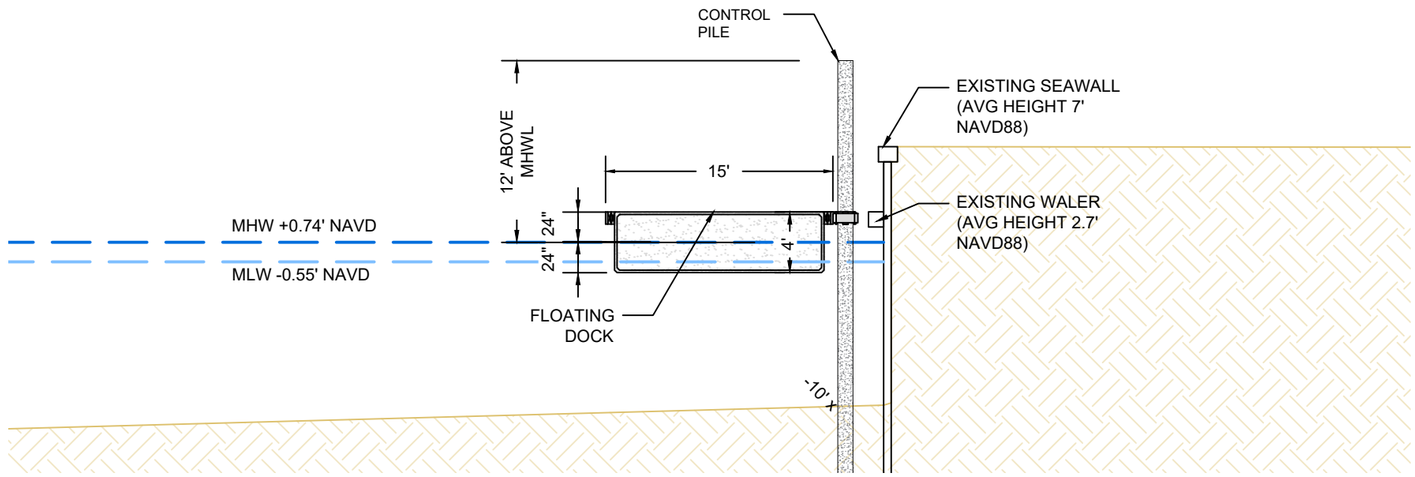
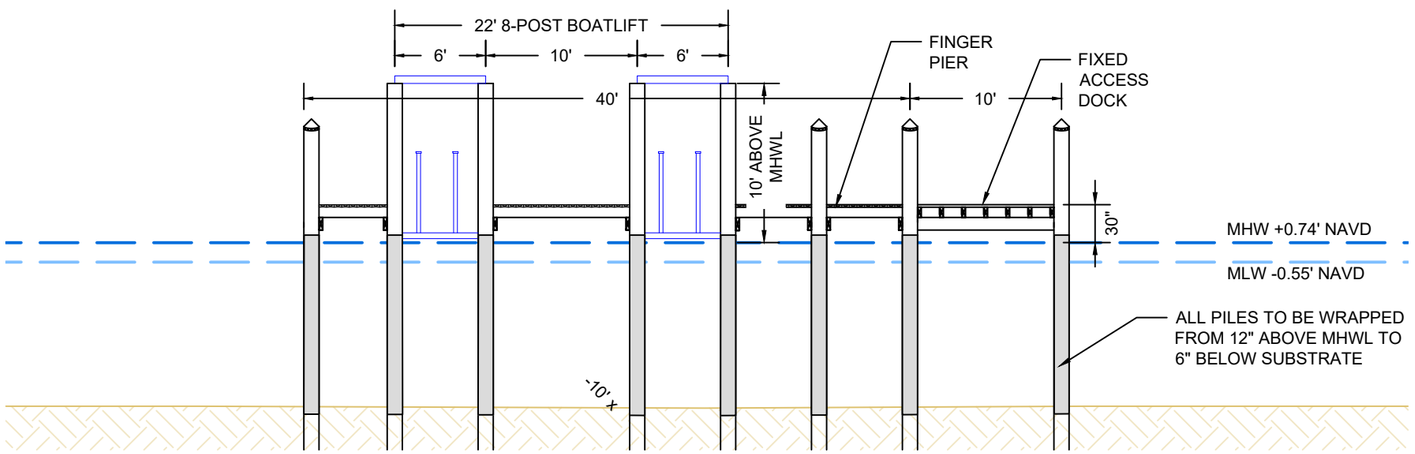
DRAWN BY: RMJ
CHECKED BY: JJ
PROJECT: 19145.01
DATE: 12-18-25
LAYOUT: PILING CROSS SECTIONS
REVIEWED BY: JJ
SHEET: C109



CROSS SECTION AA

SCALE: 1" = 10'



CROSS SECTION BB

SCALE: 1" = 10'

NOTE:
<> BOATLIFT PILES TO BE 10' ABOVE MHWL
<> STEEL CONTROL PILES WITH HDPE SLEEVE TO BE 12' ABOVE MHWL, PENETRATION TO BE 20' TO A FIRM BEARING AND STRAIGHT

PANAMA CITY MARINA

1 HARRISON AVE, PANAMA CITY, FL 32401

CROSS SECTIONS AA-BB

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Naples, Fl. 34104-3732
Phone: (239) 643-0166 Fax: (239) 643-6632
email: tuna@thanaples.com
RY NO. 3875

DRAWN BY:	CHECKED BY:	PROJECT:	DATE:	LAYOUT:
RMJ	JJ	19145.01	12-18-25	CROSS SECTIONS AA-BB

REVIEWED BY: JJ

SHEET: C110

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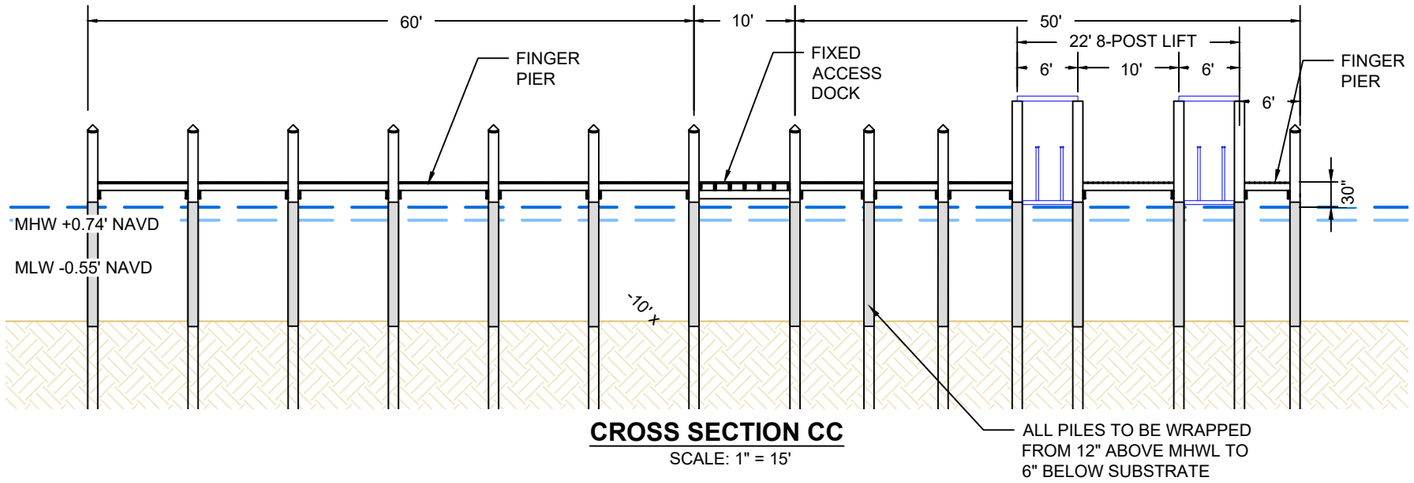
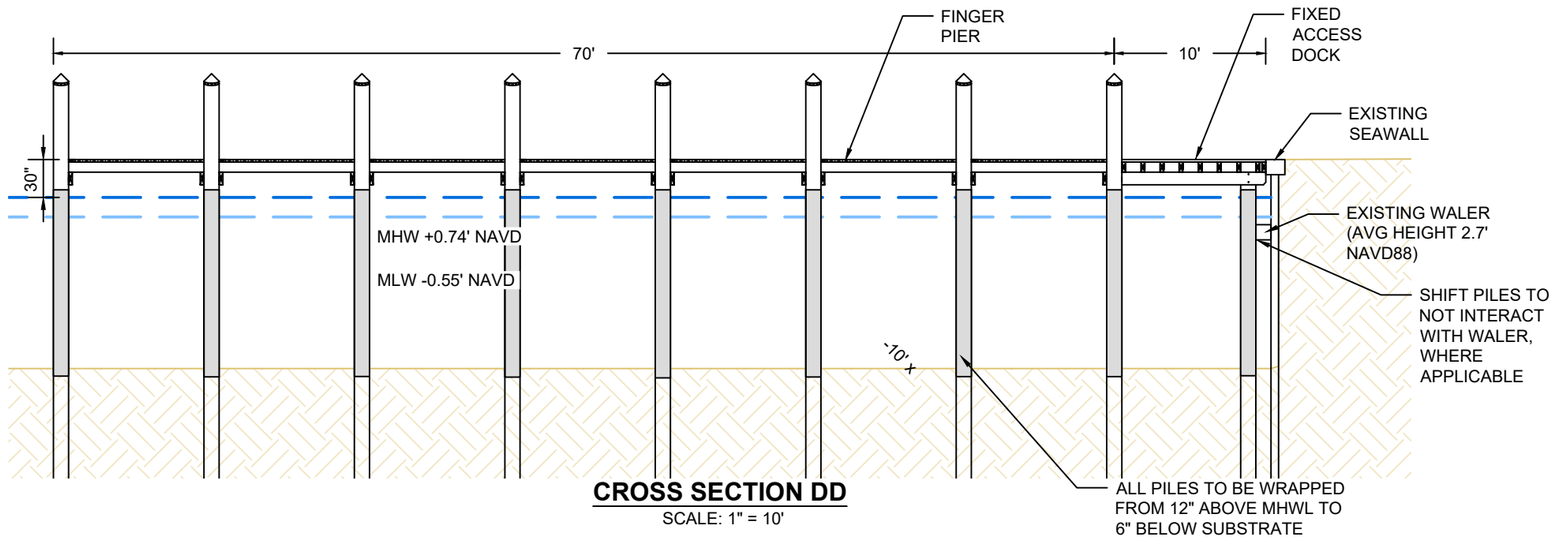


CROSS SECTION CC

SCALE: 1" = 15'



CROSS SECTION DD

SCALE: 1" = 10'

NOTE:
<> BOATLIFT PILES TO BE 10' ABOVE MHWL
<> STEEL CONTROL PILES WITH HDPE SLEEVE TO BE 12' ABOVE MHWL, PENETRATION TO BE 20' TO A FIRM BEARING AND STRAIGHT

1 HARRISON AVE, PANAMA CITY, FL 32401

PANAMA CITY MARINA

CROSS SECTIONS CC-DD

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Naples, Fl. 34104-3732
Phone: (239) 643-0166 Fax: (239) 643-6632
email: tuna@thanaples.com
RY NO. 5875

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DATE	12-18-25
LAYOUT:	CROSS SECTIONS CC-DD
REVIEWED BY:	JJ
SHEET	C111

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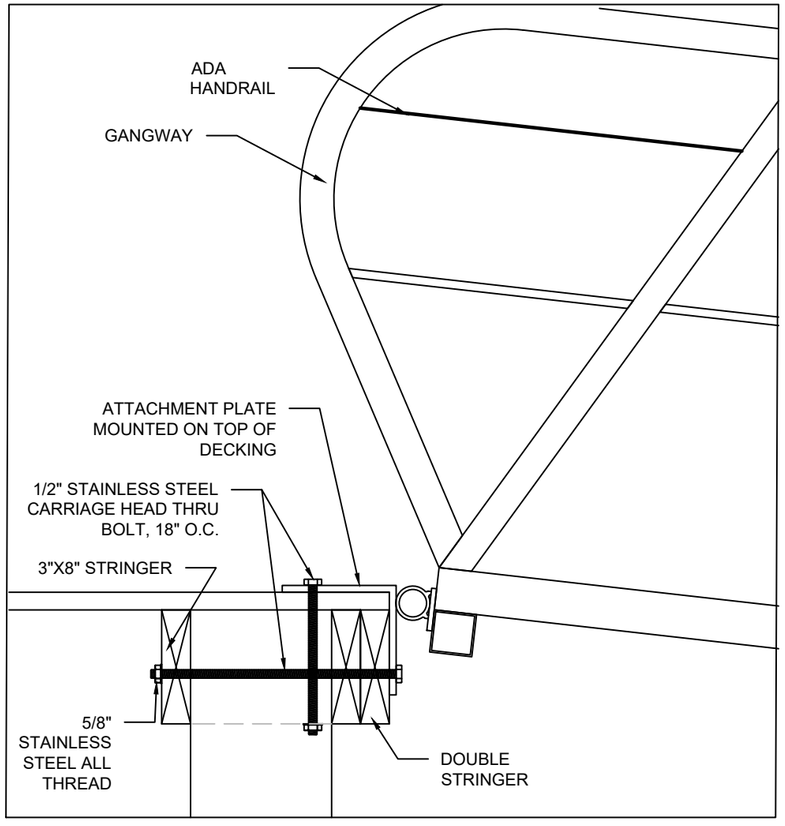
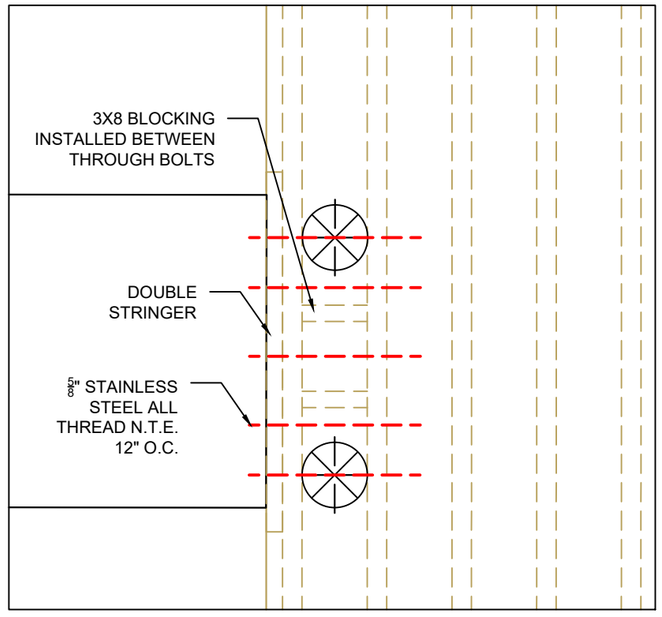


TYPICAL GANGWAY CONNECTION TO WOOD FRAMING SECTION ON EDGE OF DOCK

N.T.S.



TYPICAL GANGWAY CONNECTION TO WOOD FRAMING ON EDGE OF DOCK

N.T.S.

NOTE: GANGWAY TO BE HEAVY DUTY COMMERCIAL LOAD 100 LBS PER SQUARE FOOT

1 HARRISON AVE, PANAMA CITY, FL 32401

PANAMA CITY MARINA

GANGWAY DETAILS

TURRELL, HALL & ASSOCIATES, INC.
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3584 Exchange Ave. Suite B.
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Phone: (239) 643-0166 Fax: (239) 643-6632
email: tunis@thanaples.com
RY NO. 3875

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DRAWN BY: RMJ
CHECKED BY: JJ
PROJECT: 19145.01
DATE: 12-18-25
LAYOUT: GANGWAY DETAILS
REVIEWED BY: JJ
SHEET: C112

PANAMA CITY MARINA
ADA PLAN

1 HARRISON AVE, PANAMA CITY, FL 32401

HOTEL SITE

UPLAND AREA

NEW RIPRAP

FIXED DOCK

FLOATING DOCK

A DOCK

E DOCK

EXISTING SEAWALL

LAY-ALONG FIXED BASIN DOCK

458'-9"

B DOCK

BREAKWATER EXTENSION

40' 8-POST LIFTS

50' 8-POST LIFTS

82'-8"

84'-4"

436'-3"

C DOCK

FIXED DOCK

F DOCK

330'-10"

74'-5"

102'-9"

276'

G DOCK

51'-1"

39'-7"

162'-8"

NEW RIPRAP

93'-3"

EXISTING SLL

NEW RIPRAP

PAVILION

FIXED DOCKS

EXISTING BREAKWATER

57'

459'-10"

D DOCK

433'-4"

H DOCK

EXISTING SLL

0 50 100 200

SCALE IN FEET

LEGEND

ADA SLIPS

INGRESS / EGRESS PATH

TURRELL, HALL & ASSOCIATES, INC.
Marine & Environmental Consulting
3584 Exchange Ave. Suite B.
Naples, FL 34104-5732
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email: tunis@thanaples.com
RY NO. 5875

DRAWN BY:	CHECKED BY:	PROJECT:	DATE:	LAYOUT:
RMJ	JJ	19145.01	12-18-25	ADA PLAN

REVIEWED BY: JJ

SHEET: C113

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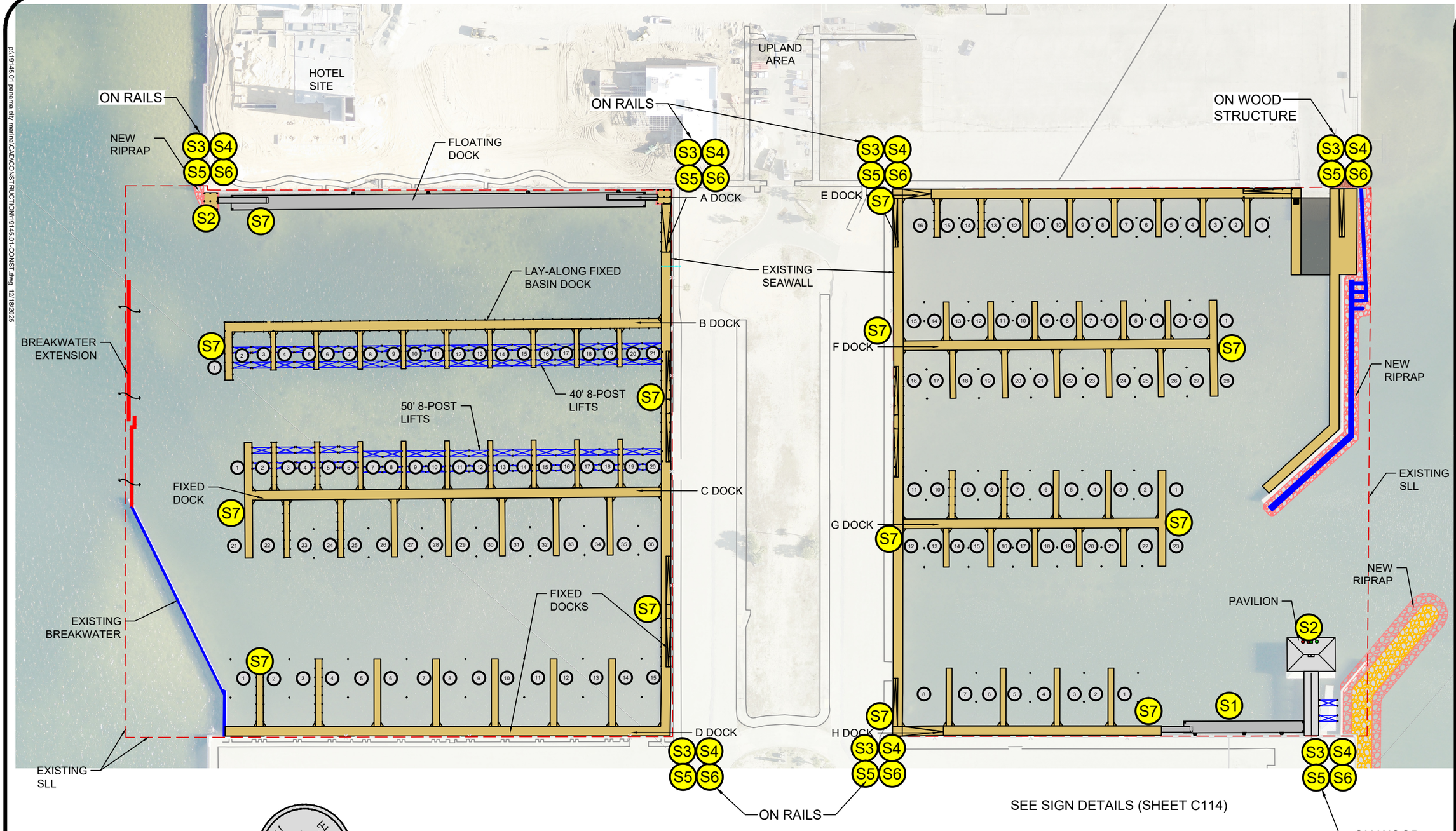
PANAMA CITY MARINA
SIGN PLAN

1 HARRISON AVE, PANAMA CITY, FL 32401



TURRELL, HALL & ASSOCIATES, INC.
Marine & Environmental Consulting
3584 Exchange Ave. Suite B.
Naples, FL 34104-5732
Phone: (239) 643-2233 Fax: (239) 643-6632
email: tuna@thanaples.com
RY NO. 5875

DRAWN BY:	CHECKED BY:	PROJECT:	DATE:	LAYOUT:
RMJ	RMJ	19145.01	12-18-25	SIGN PLAN

REVIEWED BY: RMJ
SHEET: C114

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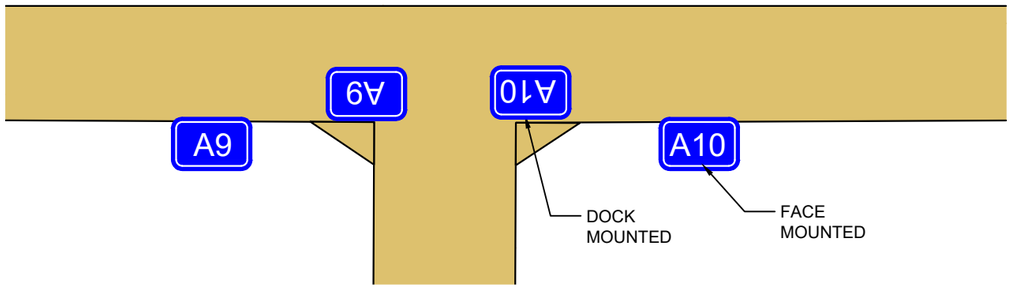
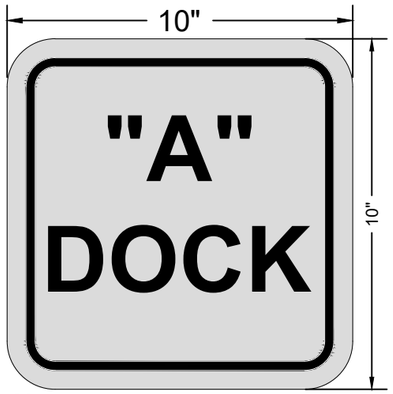


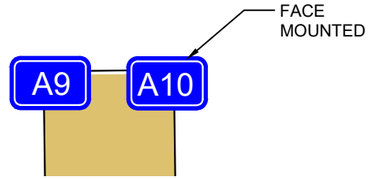
TYPICAL BOAT SLIP NUMBER LOCATION
(FINGER FLARES - FLOATING AND FIXED)



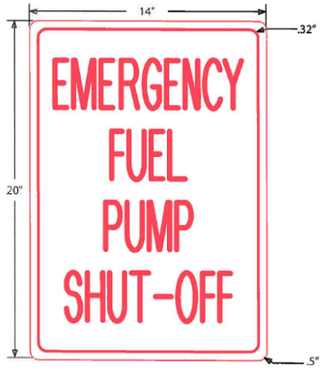
S7 "A" DOCK SIGN

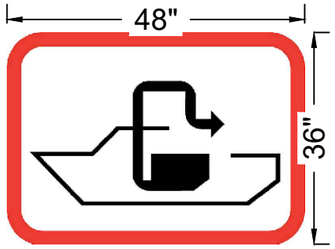
NOTES : SHOWN AS TYPICAL

NOTES :
<> USE (4) SS SCREWS ON EACH SLIP NAME SIGN (1 SCREW FOR EACH CORNER)



TYPICAL BOAT SLIP NUMBER LOCATION
(FINGER PIERS - FLOATING AND FIXED)





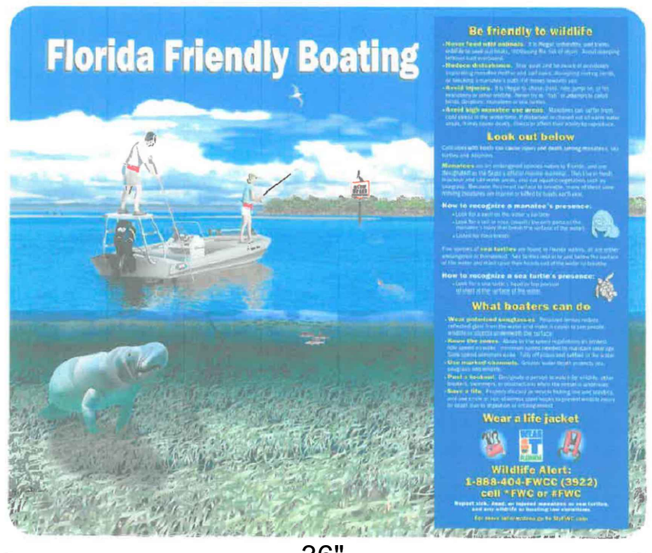
S1 PUMP OUT SIGN

SLIP NUMBER

NOTES :
<> ALL SIGNS SHOWN HEREON ARE NOT TO SCALE
<> SEE SHEET C114 FOR SIGN LOCATIONS

S2 ADDRESS

MANATEE SIGN S3

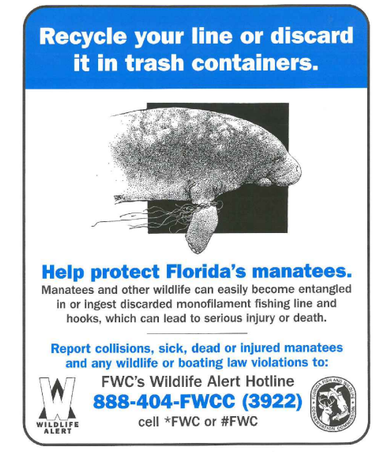


36"

FRIENDLY BOATING SIGN S4

18"

S5



18"

S6

PANAMA CITY MARINA
SIGN DETAILS

TURRELL, HALL & ASSOCIATES, INC.
Marine & Environmental Consulting
3584 Exchange Ave. Suite B.
Naples, FL 34104-5732
Phone: (239) 643-6646 Fax: (239) 643-6632
email: turn@thanaples.com
RY NO. 5875

NO.	BY	DATE	APVD	CHANGED
01				
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DRAWN BY: RMJ
CHECKED BY:
PROJECT: 19145.01
DATE: 12-18-25
LAYOUT: SIGN DETAILS
REVIEWED BY:
SHEET: C115

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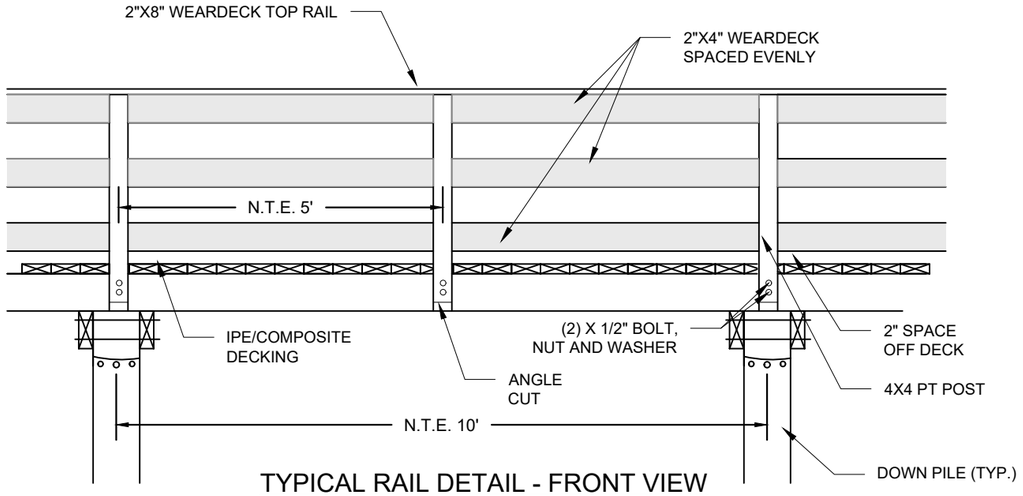
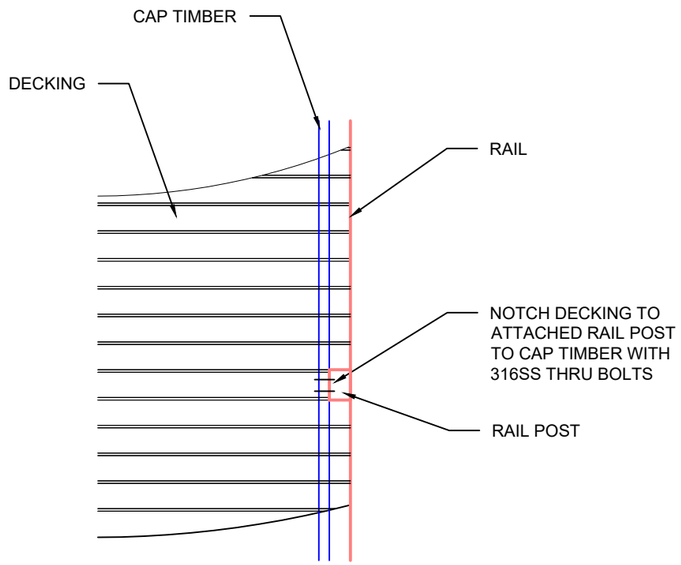
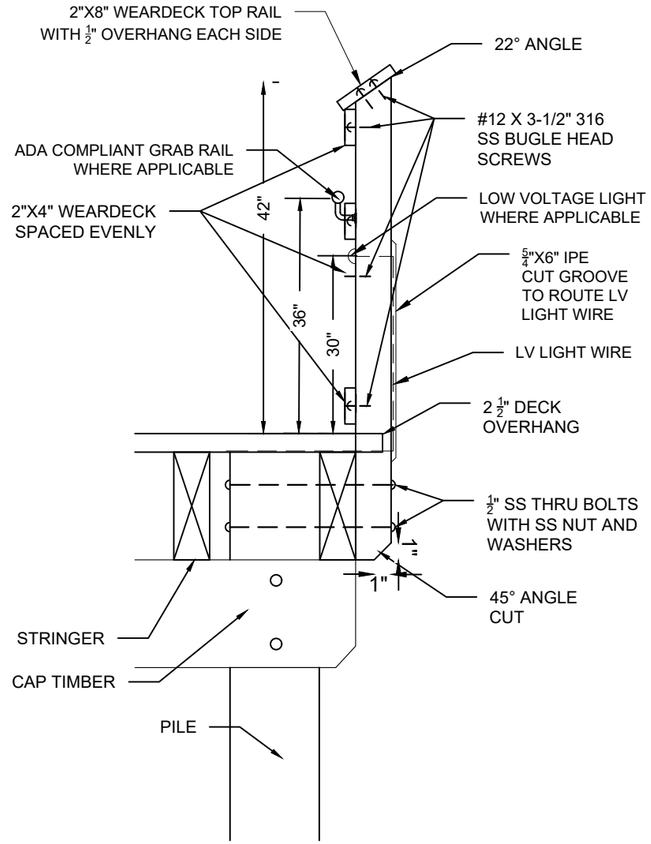


TYPICAL RAIL DETAIL - FRONT VIEW
NOT TO SCALE



TYPICAL RAIL ATTACHMENT TO CAP TIMBER
(WHEN NO FASCIA IS AVAILABLE)
NOT TO SCALE



TYPICAL RAIL DETAIL - SIDE VIEW
NOT TO SCALE

1 HARRISON AVE, PANAMA CITY, FL 32401

PANAMA CITY MARINA
RAILING DETAILS

TURRELL, HALL & ASSOCIATES, INC.
Marine & Environmental Consulting
3584 Exchange Ave. Suite B,
Naples, Fl, 34104-3732
Phone: (239) 643-0166 Fax: (239) 643-6632
email: tuna@thanaples.com
RY NO. 3875

NO.	REV #	REV BY	DATE	CHK BY	CHANGED
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DRAWN BY: RMJ
CHECKED BY: JJ
PROJECT: 19145.01
DATE: 12-18-25
LAYOUT: RAILING DETAILS
REVIEWED BY: JJ
SHEET: C116

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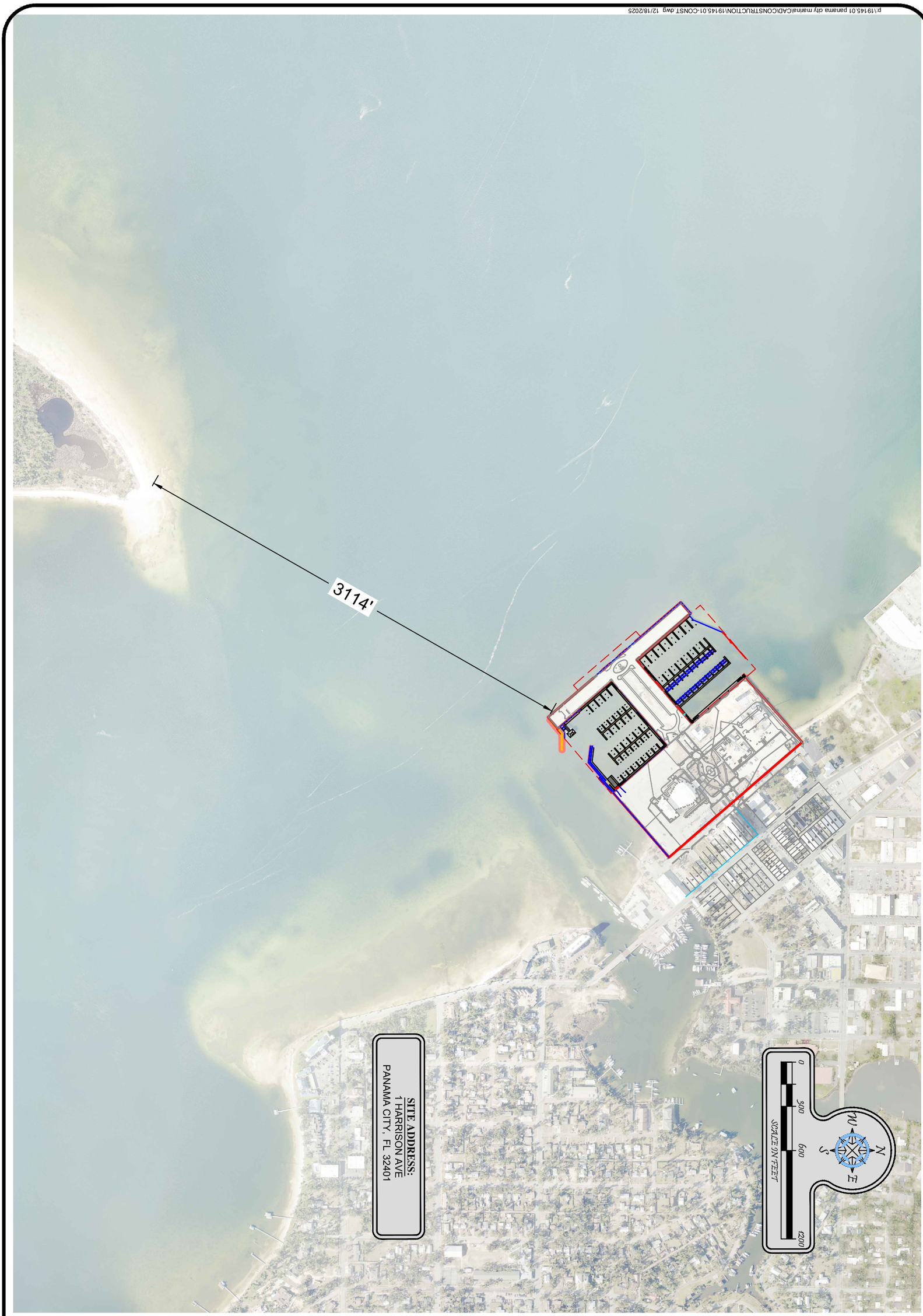

1 HARRISON AVE, PANAMA CITY, FL 32401

PANAMA CITY MARINA

WIDTH OF WATERWAY

DRAWN BY:	RMJ
CHECKED BY:	JJ
PROJECT:	19145.01
DATE:	12-18-25
LAYOUT:	WIDTH OF WATERWAY
REVIEWED BY:	JJ
SHEET:	C117

REV #	REV BY:	DATE:	CHK BY:	CHANGED:
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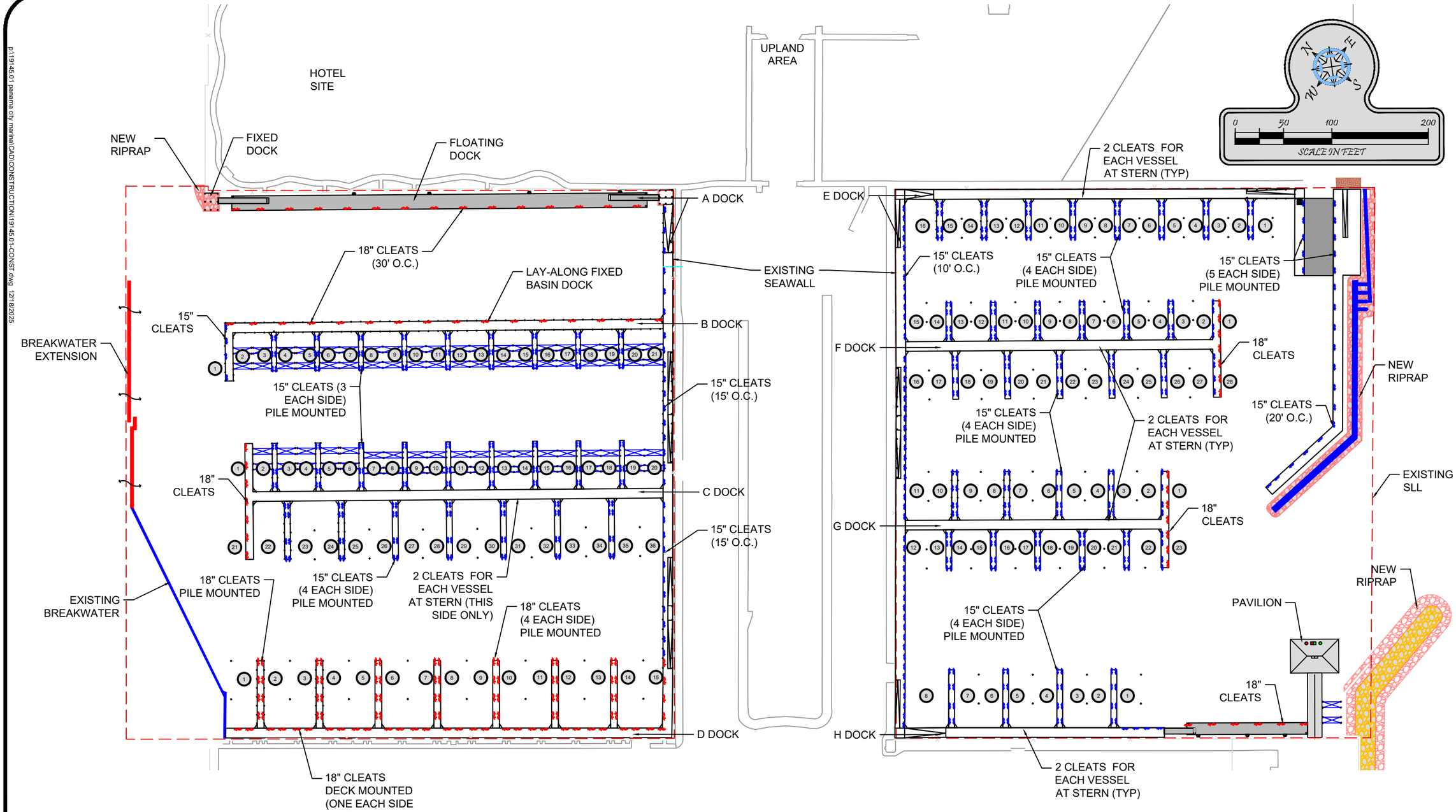
PANAMA CITY MARINA
CLEAT PLAN

1 HARRISON AVE, PANAMA CITY, FL 32401



NOTES:

<> CLEATS SHALL BE INSTALLED PARALLEL TO THE DOCK.

<> CLEATS SHALL BE INSTALLED WITH 316L SS THRU BOLTS, NUTS AND WASHERS OR TRACK MOUNTED STUDS.

<> MOUNTING METHODOLOGY SUBJECT TO FLOATING DOCK DESIGN.

LEGEND	
	15" ALUMINUM S-CLEAT OR STUD MOUNTED (QTY: 557)
	18" HEAVY DUTY GALVANIZED SHIP CLEAT OR STUD MOUNTED (QTY: 169)

TURRELL, HALL & ASSOCIATES, INC.
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Naples, FL 34104-5732
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RMJ	JJ	19145.01	12-18-25	CLEAT PLAN

REVIEWED BY: JJ

SHEET: C118

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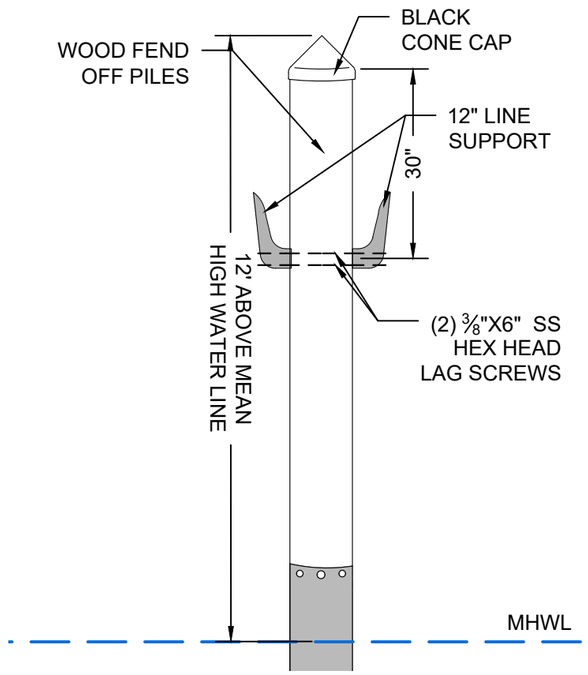
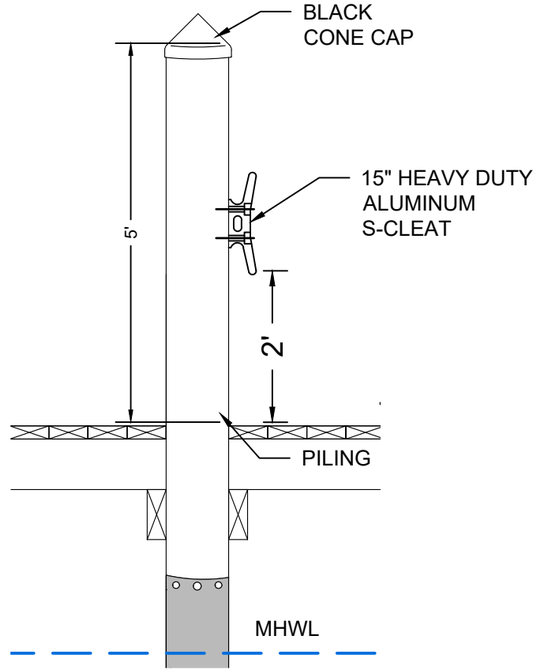
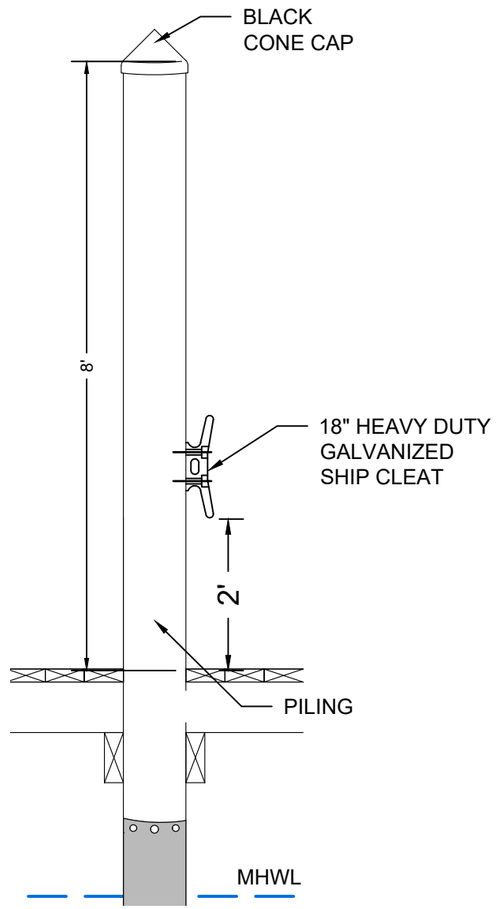


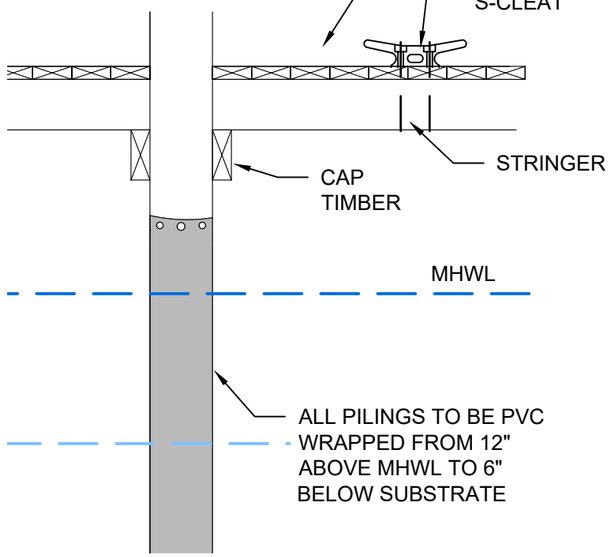
TYPICAL FEND OFF PILE
SCALE : 1" = 2'



FINGER PIER PILE MOUNTED CLEAT DETAIL
SCALE : 1" = 2'



PILE MOUNTED CLEAT DETAIL - LARGE VESSEL
SCALE : 1" = 2'



DECK MOUNTED CLEAT
SCALE : 1" = 2'

PANAMA CITY MARINA
CLEAT DETAILS

1 HARRISON AVE, PANAMA CITY, FL 32401

TURRELL, HALL & ASSOCIATES, INC.
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3584 Exchange Ave, Suite B.
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Phone: (239) 643-4646 Fax: (239) 643-6632
email: tunis@thanaples.com
RY NO. 5875

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REVIEWED BY: JJ
SHEET: C119
DRAWN BY: RMJ
CHECKED BY: JJ
PROJECT: 19145.01
DATE: 12-18-25
LAYOUT: CLEAT DETAILS

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1 - Concrete Specifications

1.1 All concrete to have 3 gal/cy of DCI-S corrosion inhibitor.

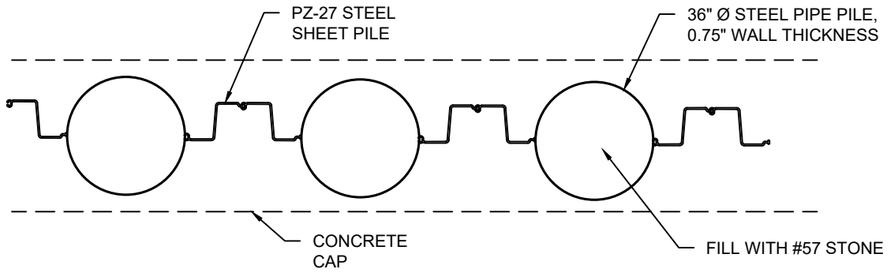
1.2 All steel to be ASTM Grade 60

1.3 All overlaps of continuous steel to be a minimum of 24" unless otherwise noted

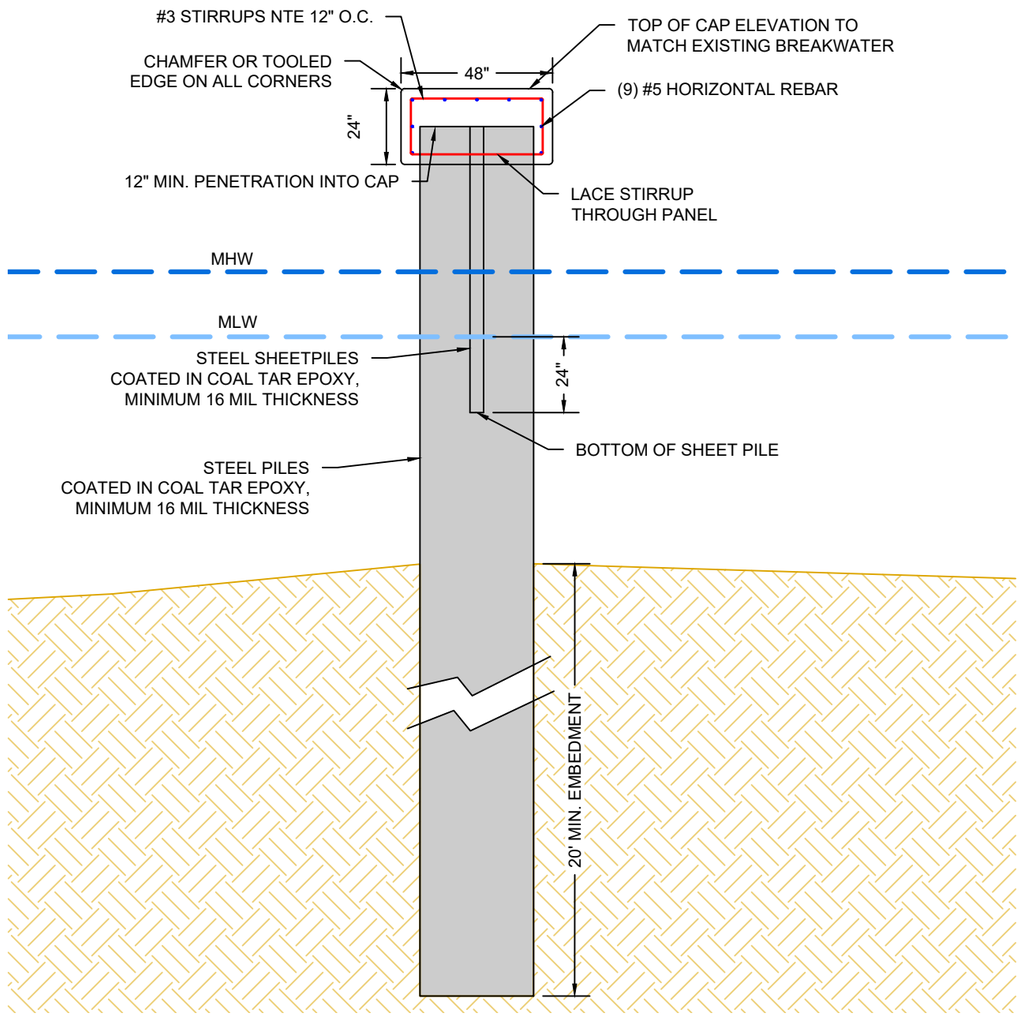
1.4 All concrete to be 5,500PSI Florida DOT Class IV with a 0.41 W/C ratio, 4" slump ±1", with #57 stone large aggregate for truck mixes and #89 stone for large aggregate for pump mixes

1.5 Contractor to submit proposed mix design and curing procedure to engineer for approval

1.6 All steel to have min. 3" coverage.



BREAKWATER DETAIL
PLAN VIEW
SCALE: 1" = 4'



BREAKWATER DETAIL
CROSS SECTION
SCALE: 1" = 4'

1 HARRISON AVE, PANAMA CITY, FL 32401

PANAMA CITY MARINA
BREAKWATER DETAILS

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CHECKED BY: JJ
PROJECT: 19145.01
DATE: 12-18-25
LAYOUT: BREAKWATER DETAILS
REVIEWED BY: JJ
SHEET: C120

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HOTEL SITE

WEST BASIN

UPLAND AREA

EAST BASIN

NEW RIPRAP

FLOATING DOCK (30" FREEBOARD)

FIXED ACCESS PLATFORM

A DOCK

LOCATION TBD

FH

FDC

EXISTING SEAWALL

B DOCK

BREAKWATER EXTENSION

MOUNTED ON FLAT SECTION

C DOCK

EXISTING BREAKWATER

MOUNTED ON FLAT SECTION

D DOCK

EXISTING SLL

EXISTING SEAWALL

E DOCK

F DOCK

G DOCK

H DOCK

NEW RIPRAP

EXISTING SLL

GREEN SOLAR POWERED LIGHT

ELECTRIC TO FUEL PAVILION

0 50 100 200

SCALE IN FEET

SEE SHEET U101 FOR LIFE SAFETY LEGEND, NOTES AND TABLE

PANAMA CITY MARINA

LIFE SAFETY PLAN

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RMJ	JJ	19145.01	12-18-25	LIFE SAFETY PLAN

REVIEWED BY: JJ

SHEET: U100

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Life Safety Chart
Panama City Marina

Description	Notes	Count
F-1: Fire Extinguisher Cabinet Wet Slips	MEE Fire Station with 10 Lb. "ABC" Extinguisher, One "LED" Light, and a Throwable Device	55
F-2: Fire Extinguisher Cabinet Fuel Dock Area	MEE Fire Station With a 20Lb. 20A:120A-B-C Extinguisher, One "LED" Light, and a Throwable Device.	3
F-3: Fire Extinguisher Cabinet Boat Ramp Area	MEE Fire Station with a 10Lb "ABC" Extinguisher, One "LED" Light, Throwable Device, and a 20Amp 125V GFCI Duplex Receptacle Side Pod Mounted	7
DS: Dry Standpipe at all Wet Slips	2&1/2" Valve Mounted in a White Aluminum Tubular Base Mounted Fixture with Reflective ID	41
FDC: "Fire Department Connection" Within 100.0' of the Fire Hydrant	Connection Point for all of the Marina Standpipes with a Reflective Sign "Marina Standpipe Connection"	1
L-1: Floating Dock Escape Ladder	Six Step Floating Type Ladder Part : Marina Products Float Step	2
L-2: Fixed Dock Escape Ladder	Eight Step Lift and Drop Type Ladder Part : Marina Products Standard Lift Ladder	19
Red Navigation Light	Located at the End of Slip D-1 15 Amp 125Volt Blinking Light	1
Red and Green Navigation Lights	Located on the East Basin Jetty's Solar Powered Blinking Lights	1 Each

LEGEND	
FDC	FIRE DEPARTMENT CONNECTION
FH	FIRE HYDRANT
F1	MEE FIRE STATION MODEL FS1020, 10LB
F2	MEE FIRE STATION MODEL FS1020, 20LB
F3	MEE FIRE STATION MODEL FS1020, 10LB WITH A GFCI OUTLET ON A SIDE POD
DS	DRY FIRE STANDPIPE CONNECTION AT DOCKS
L-1	FLOATING DOCK ESCAPE LADDER
L-2	FIXED DOCK ESCAPE LADDER

AS PER NFPA 303 6.2.1.1.1 EXTINGUISHERS LISTED FOR CLASS A-B-C FIRES SHALL BE INSTALLED AT THE PIER/LAND INTERSECTION ON ANY PIER THAT EXCEEDS 25' IN LENGTH. ADDITIONAL FIRE EXTINGUISHERS SHALL BE PLACED THAT THE MAXIMUM TRAVEL DISTANCE TO AN EXTINGUISHER IS 75'. THIS INCLUDES UP AND BACK ON THE FINGER PIERS AS PART OF THE MAXIMUM TRAVEL DISTANCE. DRY STAND PIPES HAVE A SEPARATION OF 130' WHICH ALSO INCLUDES UP AND DOWN FINGER PIERS

1 HARRISON AVE, PANAMA CITY, FL 32401

PANAMA CITY MARINA

LIFE SAFETY TABLES AND NOTES

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DRAWN BY: RMJ
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PROJECT: 19145.01
DATE: 12-18-25
LAYOUT: LIFE SAFETY TABLES AND NOTES
REVIEWED BY: JJ
SHEET: U101

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PLACEHOLDER FOR FIRE CALCULATIONS

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PROJECT:	19145.01			02	-	-	-	
DATE:	12-18-25			03	-	-	-	
LAYOUT:	FIRE CALCULATIONS			04	-	-	-	
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1 HARRISON AVE, PANAMA CITY, FL 32401

PANAMA CITY MARINA

FIRE CALCULATIONS

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HOTEL SITE

WEST BASIN

UPLAND AREA

EAST BASIN

NEW RIPRAP

FIXED DOCK

FLOATING DOCK

A DOCK

E DOCK

EXISTING SEAWALL

BREAKWATER EXTENSION

B DOCK

F DOCK

C DOCK

G DOCK

EXISTING BREAKWATER

RED NAV. LIGHT

D DOCK

H DOCK

EXISTING SLL

NEW RIPRAP

EXISTING SLL

RED SOLAR POWERED LIGHT

GREEN SOLAR POWERED LIGHT

FUEL DOCK

ELECTRIC TO PAVILION

PUMP-OUT STANCHION

POP

EXISTING SEAWALL

SEE SHEET U105 FOR TABLE

LEGEND

SYMBOL	DESCRIPTION
P1	PEDESTAL LIGHTS
F2	FIRE EXTINGUISHER LIGHT
OH	OVERHEAD BROWARD CASTING "LED" LIGHT AT FUEL DOCK, RAMPS, DOCK "A" ON PHOTO EYE
PL	(13) OVERHEAD 10 AMP "LED" LIGHT ON PHOTO EYE
○	PUCK LIGHTING ON RAIL
POP	EMP CVX-400 PUMPOUT PUMP

0 50 100 200

SCALE IN FEET

PANAMA CITY MARINA

ELECTRIC PLAN

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RMJ	JJ	19145.01	12-18-25	ELECTRIC PLAN

REVIEWED BY: JJ

SHEET: U103

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HOTEL SITE

UPLAND AREA

NEW RIPRAP

FIXED DOCK

FLOATING DOCK

A DOCK

E DOCK

POWER PEDESTAL (TYP)

EXISTING SEAWALL

B DOCK

F DOCK

BREAKWATER EXTENSION

NEW RIPRAP

POWER PEDESTAL (TYP)

EXISTING SLL

C DOCK

G DOCK

NEW RIPRAP

PAVILION

EXISTING BREAKWATER

D DOCK

H DOCK

EXISTING SLL

EXISTING SEAWALL

SEE SHEET U105 FOR TABLE

N E S W

0 50 100 200

SCALE IN FEET

PANAMA CITY MARINA

PEDESTAL PLAN

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RMJ	JJ	19145.01	12-18-25	PEDESTAL PLAN

REVIEWED BY: JJ

SHEET: U104

Description	P-1 Commodore	P-2 Commodore	P-3 Harbor Light	P-4 Harbor Light	P-5 Harbor Light	P-6 Bayside	P-7 Bayside	F-1 Fire Station	F-3 Fire Station
20A GFCI	X	X	XX	X	X	X	X		
30A 125V Twist-Lock			XX XX	XX	XX	XX	X		
50A 240V Twist-Lock	XX	XX	XX	XX	XX		X		
100A 240V 1p Pin & Sleeve	XX	X		X					
100A 120/208Y 3p Pin & Sleeve	XX Side-2	X Side-2							
"LED" Light	XX	XX	X	X	X	X	X	X	X
30A 240V 1p Two Pole Boat Lift Breaker						X			
40A 240V 1p Two Pole Boat Lift Breaker							X		
20A 125V GFCI Side Pod Mount Receptacle									X

Power Pedestal Chart Panama City Marina

Description	Amps, Volts & Phase	Notes/Location	Count
EMP CVX-400 Pump Out Pump (POP)	30Amps 240 Volts Single Phase	Fuel Dock Connected to a Fuel Dock Mounted Hose Pedestal	1
Fuel Tank Location	100Amp Panel 240 Volts Single Phase	Mounted Adjacent to Tanks with a Weatherproof Enclosure	1
Fuel Office Area	150 Amp Panel 240 Volt Single Phase	Allocate an Indoor Area 4.0'W X 7.0'H for Equipment Mounting	1
Fuel Dock & Boat Ramp Overhead Lights	15 Amp Each Unit 125 Volt Single Phase	Two Bulbs per Unit Lenses to Be 12.0' clear of the Deck	10
F-1 & F-2 Fire Stations @ all Wet Slips	5-amp 125 Volt Single Phase	Internal Photocell Controlled "LED" Light	58
F-3 Fire Stations at the Boat Launch Area	5-amp 125 Volt Single Phase "LED" Light	Add on 20 Amp 125 Volt GFCI Duplex Receptacle	7

Additional Electrical Equipment Chart

1 HARRISON AVE, PANAMA CITY, FL 32401

PANAMA CITY MARINA

PEDESTAL & ELECTRIC TABLES

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DATE: 12-18-25
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REVIEWED BY: JJ
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PANAMA CITY MARINA

POTABLE WATER PLAN

1 HARRISON AVE, PANAMA CITY, FL 32401

HOTEL SITE

UPLAND AREA

NEW RIPRAP

FIXED DOCK

FLOATING DOCK

A DOCK

E DOCK

EXISTING SEAWALL

ISOLATION POTABLE WATER

B DOCK

F DOCK

BREAKWATER EXTENSION

PILE MOUNTED POTABLE WATER

EXISTING SLL

C DOCK

G DOCK

EXISTING BREAKWATER

FUEL DOCK

PAVILION

NEW RIPRAP

D DOCK

H DOCK

EXISTING SLL

EXISTING SEAWALL

0 50 100 200

SCALE IN FEET

LEGEND

P2	WATER ON PEDESTAL
PWS	¾" POTABLE WATER SPIGOT SYSTEM - PILE MOUNTED
SV	POTABLE WATER SERVICE VALVE

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RMJ	JJ	19145.01	12-18-25	POTABLE WATER PLAN

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DESCRIPTION	DATE	CHECKED	CHANGED
60% SUBMITTAL	12/18/25	JJ	RMJ

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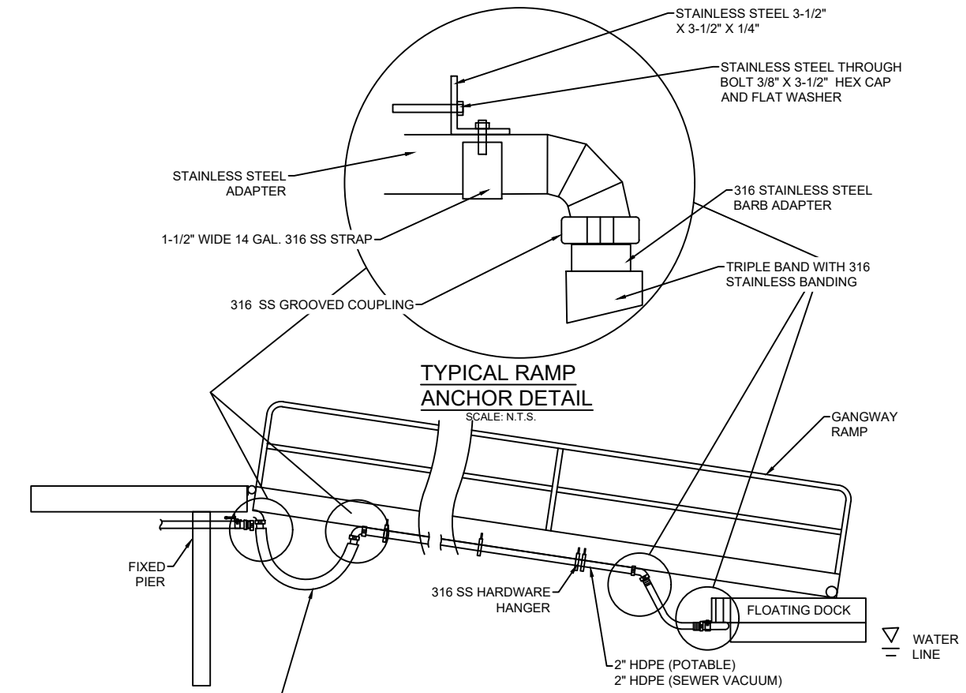
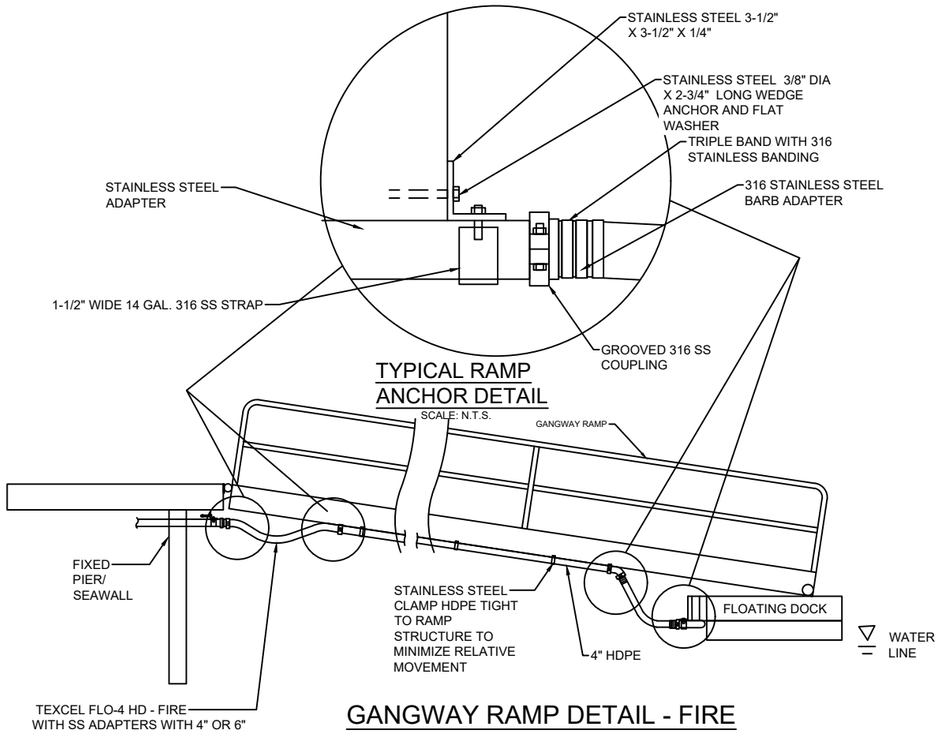


GANGWAY RAMP DETAIL
WATER & SEWER
N.T.S.



GANGWAY RAMP DETAIL - FIRE
N.T.S.

TYPICAL WATER & SEWER LINE INSTALLATION

TYPICAL FIRE LINE INSTALLATION

NOTES:

<> ALL VALVES SHALL HAVE IDENTIFICATION
<> ALL WATER SPIGOTS TO HAVE BRASS OR SS HANDLES
<> ALL FIRE EXTINGUISHERS SHALL BE 10LB OR 20LB "ABC" RATED

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PANAMA CITY MARINA

UTILITY GANGWAY PLAN

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PROJECT: 19145.01
DATE: 12-18-25
LAYOUT: UTILITY GANGWAY PLAN

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Marina Accessories

Cleats: Aluminum & Heavy Duty Galvanized

- ***Locations:*** **As Per THA Plan Set.**
- ***Dimensions*:**
  - **15" Aluminum S-Cleat**
  - **18" Heavy Duty Galvanized Ship Cleat.**
- ***Installation:***
  - **The Floating Dock Shall Have 18" Ship Cleats Thru Bolted With 304/305 S/S Bolts of the Appropriate Length.**
  - **The Cleats shall all be Installed Parrell to the Dock Facing Front Towards the Open Water Side.**
  - **The Fixed Dock Shall Have Both 15" S-Cleats and 18" Ship Cleats Pile Mounted.**
- **See Cleat Pile Diagram in the Dock Construction Plans.**
- **Both Cleats Shall Have 316L S/S Lag Screws and S/S Washer.**
- **The 15" Cleats Shall Use a Lag Screw ½" X 6"**
- **The 18" Cleats Shall Use a Lag Screws ½" X 8" Due to the Depth of the Cleat Fastening Holes.**

Pile Caps: Black

- ***Locations:***
  - **Marina Wet Slips Shall Have a Cone Shaped Pile Cap.**
- **Marina Control Piles Shall Have a Cone Shaped Pile Cap.**
- **Boat Lift Piles Shall Have a Flat Cap.**
- **All Pile Caps Shall be Manufactured Black in Color with Mildew Inhibitors and UV Stabilized.**
- ***Installation:***
  - **All Pile Caps Used on Wood Piles Shall Be Secured with Large Headed S/S Nails At Least 1x1/2" Long Evenly Spaced No More the 4" Apart.**
- **Control Piles on the Floating Docks if They are Steel HDPE Sleeved Shall Have S/S Self-Tapping Screws with S/S Fender Washers Securing Them.**
- **If Wood Piles Are Used Follow Same Installation for the fixed docks as Above.**

Dolphine Pile Line Supports: Marina Products Black.

- ***Location:*** **All Dolphin Piles as per THA Plans.**
- **Units Shall Be Solid Plastic not Hollow Molded**
- ***Installation:***
  - **Line Holders Shall be Installed on Wood Piles with a Minimum of a Two 3/8"X 5" 316L S/S Lag Screws with a S/S #Washer.**
- **The Top of the Horn on the Line Holder Shall be a Minimum of 3.0' From the Top of the Pile.**
- **The Line Holder Shall be Installed on the Front Side (Open Water) of the Pile Parallel to the Wet Slip.**

Potable Water:

- **Marina Products Water Stanchion.**
- **Broward Casting Combination Water Spigot and Hose Holder.**
- ***Location:***
  - **Fuel Dock & Boat Ramp Staging Dock as per THA Plan Set.**
- **Boat Lift Finger Piers as per THA Plan Set.**
- **Color: White**
- ***Installation:***
  - **The Water Stanchion Shall be Installed with 316L S/S Fastenings with either Lag Screws or Thru Bolts as Appropriate to the Mounting Location.**
  - **The Broward Casting Unit Shall be Installed with 316L S/S Lag Screws Appropriate for the Application.**
  - **The Broward Casting Unit Shall be Installed 30" From its Bottom End to the Dock Surface.**

Lighting:

- **Marina Products DL-14 or Broward Casting Dual Wharf Light.**
- **Location:**
  - **Fuel Dock, Boat Ramp Staging Area, and Restaurant Transient Dock "A".**
- **Color: White**
- **Post: Square with a Large Square Base.**
- **Height: Lense to be 12.0' From the Dock Surface as per Fuel Code.**
- **Installation:**
  - **Units that may be Mounted on a Concrete Floating Dock Shall have Reinforced Area to Support the Light.**
- **That is the Responsibility of the General Contractor to Ensure that the Reinforcement is Done.**
- **Wood or Aluminum Docks Shall have a Reinforcement Installed, All Fastenings Shall be 316 S/S Bolts, Lag Screws as Required to the Particular Location.**

Low Voltage Lighting: Railing Mounted PUC Lights.

- **Product: Lite the Night Starlight Collection L192A 3X1/2"W Amber Or Approved Equivalent.**
- ***Dimensions:*** **3X1/2" Diameter to fit on a Railing Post (Bronze).**
- ***Location:***
  - **Railings as Indicated on the THA Plan Set.**
- ***Power Source:***
  - **Shall Be Multiple 20Amp 125Volt GFCI Duplex Receptacle or Hard Wired if Location Permits to Power the Lighting Transformer.**
- ***Installation:***
  - **The Wiring Shall be Gathered in a Neat Workman like Manner and Secured with Dell Clamps and Tie Wraps.**
- **The Light Wire Shall Be Routed Thru the Railing Post or Pile.**

General Note for the Project: The Contractor Will Supply all the Labor and Material Required to complete this Marina Project to Enable the Owner to Operate This Facility as it is Intended.

Aluminum Floating Dock Bonding

- **All sections of the aluminum dock shall be connected by a bonding ground wire between the floats.**
- **Connected to an internal frame within the structure using a wire length of no more than 8.0' between floats.**
- **The connection shall be thru bolted (S/S) with lock washers and flat washers.**
- **The wire shall be green in color multi stranded of at least a # 10-gauge size.**
- **The terminal connectors shall be soldered and heat fused with shrink wrap.**
- **The cable shall be terminated in a panel board to the ground buss.**

Panel Boards Identification

- **All breakers have an engraved placard identifying each breaker as to slip number or other location.**
- **All panel board and transformers shall be identified as per the EE plans with an engraved placard.**
- **Special notices or notes for a specific piece of equipment shall have engraved placards.**

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PANAMA CITY MARINA

UTILITY NOTES 1

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REVIEWED BY: JJ
SHEET: U108
DRAWN BY: RMJ
CHECKED BY: JJ
PROJECT: 19145.01
DATE: 12-18-25
LAYOUT: UTILITY NOTES 1

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Pedestals

P-1: Marina Electric Equipment (MEE) Commodore S/S Model CD100200

- **Location: Dock C-1 & D-1 as per THA Plan Set.**
- **Dimensions: 48" X 14" x 14".**
- **Count: One Units.**
- **Color: White.**
- ***Receptacle Configuration:***
  - **Side One:**
- **One 20 Amp 125Volt GFCI Duplex Receptacle.**
- **Two 50 Amp 240Volt 1p SS-2 Twist-Lock Shorepower.**
- **Two 100 Amp 240Volt 1p Pin & Sleeve Shorepower.**
- **Side Two:**
- **Two 120/208Y 3p Pin & Sleeve Shorepower.**
- ***Pedestal Accessories:***
  - **Two Cabel/Hose Holders. (MEE Type)**
- **Two S/S ¾" Full Flow Quick Close Potable Water Spigots with Back Flow Protection.**
- **Manuel Meters for KVH Electric and Potable Water.**
- **Two Photo Eye Controlled "LED" Lights with Amber Lenses.**
- **Wireless MarineSync NanoPRO.**
- **Ground Fault Circuit Breakers and with a Ground Fault Monitoring System.**

P-2: Marina Electrical Equipment (MEE) Commodore S/D Model CD100200.

- **Location: Docks B-1 & B-3 & B-5, F-15 & G-11 as per THA Plan Set.**
- **Dimensions: 48" X 14" x 14".**
- **Count: Ten Units.**
- **Color: White.**
- ***Receptacle Configuration:***
  - **Side One:**
- **One 20 Amp 125Volt GFCI Duplex Receptacle.**
- **Two 50 Amp 240Volt 1p SS-2 Twist-Lock Shorepower.**
- **One 100 Amp 240Volt 1p Pin & Sleeve Shorepower.**
- **Side Two:**
- **One 120/208Y 3p Pin & Sleeve Shorepower.**
- ***Pedestal Accessories:***
  - **Two Cabel/Hose Holders (MEE)**
- **Two S/S ¾" Full Flow Quick Close Potable Water Spigot with Back Flow Protection.**
- **Manuel Meters for KVH Electric and Potable Water.**
- **Two Photo Eye Controlled "LED" Lights with Amber Lenses.**
- **Wireless MarineSync NanoPRO.**
- **Ground Fault Circuit Breakers and with a Ground Fault Monitoring System.**

P-3: Marina Electrical Equipment Harbor Light S/S Model HLSS30100.

- **Location: 40.0' Slips with Docks A-2 & A-4, B-2 & B-4, F-1 to F-14, E-2 to E-17, G-12 to G-23 as per THA Plan Set.**
- **Dimensions: 42.6" X 11.125" X 11.125".**
- **Count: Twenty-Three Units.**
- **Color: White.**
- ***Receptacle Configuration: Shared Two Slips to One Pedestal with a Side One & Two.***
  - **Side One:**
- **One 20 Amp 125 Volt GFCI Duplex Receptacle.**
- **Two 30 Amp 125 Volt 1p L5-30R Twist-Lock Shorepower.**
- **One 50 Amp 240 Volt 1p SS-2 Twist-Lock Shorepower.**
- **Side Two:**
- **One 20 Amp 125 Volt GFCI Duplex Receptacle.**
- **Two 30 Amp 125 Volt 1p L5-30R Twist-Loc Shorepower.**
- **One 50 Amp 240 Volt 1p SS-2 Twist-Lock Shorepower.**
- ***Pedestal Accessories:***
  - **Two Cabel/Hose Holders (MEE).**
- **Two S/S ¾" Full Flow Quick Close Potable Water Spigots with Back Flow Protection.**
- **Manuel Meters for KVH Electric and Potable Water.**
- **One Photo Eye Controlled "LED" Light with Amber Lenses.**
- **Wireless MarineSync NanoPRO.**
- **Ground Fault Breakers and with a Ground Fault Monitoring System.**

P-4: Marina Electrical Equipment Harbor Light S/S Model HLSS30100.

- **Location: 70.0' Slips with Docks D-2 to D-18 as per THA Plan Set.**
- **Dimensions: 42.6" X 11.125" X 11.125".**
- **Count: Fifteen Units.**
- **Color: White.**
- ***Receptacle Configuration:***
  - **One 20 Amp 125 Volt GFCI Duplex Receptacle.**
- **Two 30 Amp 125 Volt 1p L5-30R Twist-Lock Shorepower.**
- **Two 50 Amp 240 Volt 1p SS-2 Twist-Lock Shorepower.**
- **One 100 Amp 240 Volt 1p Pin & Sleeve Shorepower.**
- ***Pedestal Accessories:***
  - **Two Cabel/Hose Holders (MEE).**
- **Two S/S 3/4" Full Flow Quick Close Potable Water Spigots with Back Flow Protection.**
- **Manuel Meters for the KVH Electrical and Potable Water.**
- **One Photo Eye Controlled "LED" light with Amber Lenses.**
- **Wireless MarineSync NanoPRO.**
- **Ground Fault Breakers and with a Ground Fault Monitoring System.**

P-5: Marina Electrical Equipment Harbor Light Model HLSS30100.

- **Location: 50.0' & 60.0' Slips with Docks C-21 to C-35, F-16 to F-27, G-12 to G-23, H-1 to H-9 as per THA Plan Set.**
- **Dimensions: 42.6" X 11.125" X 11.125".**
- **Count: Forty-Seven Units.**
- **Color: White.**
- ***Receptacle Configuration:***
  - **One 20 Amp 125 Volt GFCI Duplex Receptacle.**
- **Two 30 Amp 125 Volt 1p L5-30R Twist-Lock Shorepower.**
- **Two 50 Amp 240 Volt 1p SS-2 Twist-Lock Shorepower.**
- ***Pedestal Accessories:***
  - **Two Cabel/Hose Holders (MEE).**
- **Two S/S ¾" Full Flow Quick Close Potable Water Spigots with Back Flow Protection.**
- **Manuel Meters for KVH Electrical and Potable Water.**
- **One Photo Eye Controlled "LED" light with Amber Lenses.**
- **Wireless MarineSync NanoPRO.**
- **Ground Fault Breakers and with a Ground Fault Monitoring System.**

P-6: Marina Electrical Equipment Bayside Model BU3050.

- **Location: 40.0' Boat Lift Docks B-7 to B-26 as per THA Plan Set.**
- **Dimensions & Installation: Pile Mounted Minimum of 40" from the Deck to the Lower Edge of the Unit 14.6" X 11.0" X 10.625".**
- **Count: Twenty Units.**
- **Color: White.**
- ***Receptacle Configuration:***
  - **One 20 Amp 125 Volt GFCI Duplex Receptacle.**
- **Two 30 Amp 125 Volt 1p L5-30R Twist-Lock Shorepower.**
- **One 30 Amp 240 Volt Two-Pole Breaker for the Boat Lift Power Supply.**
- ***Pedestal Accessories:***
  - **One Photo-Eye Controlled "LED" Light with Amber Lenses.**
- **One Manuel KVH Electrical Meter.**
- **Ground Fault Breakers and with a Ground Fault Monitoring System.**
- **Wireless MarineSync NanoPRO.**
- **There is No Potable Water Spigot with this Unit Contractor to Provide a Standalone Pile Mounted ¾" Potable Water Spigot System.**

P-7: Marina Electrical Equipment Bayside Model BU3050.

- **Location: 50.0' Boat Lift Docks C-2 to C-20 as per THA Plan Set.**
- **Dimensions & Installation: Pile Mounted a Minimum of 40" from the deck to the Lower Edge of the Unit. 14.6" X 11.0' X 10625".**
- **Count: Nineteen Units.**
- **Color: White.**
- ***Receptacle Configuration:***
  - **One 20 Amp 125 Volt GFCI Duplex Receptacle.**
- **One 30 Amp 125 Volt 1p L5-30R Twist-Lock Shorepower.**
- **One 50 Amp 240 Volt 1p SS-2 Twist-Lock Shorepower.**
- **One 40 Amp 240 Volt 1P Two-Pole Breaker for the Boat Lift Power Supply.**
- ***Pedestal Accessories:***
  - **One Photo-Eye Controlled "LED" Light with an Amber Lense.**
- **One Manuel KVH Electrical Meter.**
- **Ground Fault Breakers and with a Ground Fault Monitoring System.**
- **Wireless MarineSync NanoPRO.**
- **There is No Potable Water Spigot with this Unit the Contractor to install a Standalone Pile Mounted ¾" Potable Water Spigot System.**

1 HARRISON AVE. PANAMA CITY, FL. 32401

PANAMA CITY MARINA

UTILITY NOTES 2

TURRELL, HALL & ASSOCIATES, INC.
Marine & Environmental Consulting
3584 Exchange Ave. Suite B.
Naples, Fl. 34104-3732
Phone: (239) 643-6644 Fax: (239) 643-6632
email: tana@thanaples.com
RV NO. 5875

ISSUE	DESCRIPTION	DATE	CHKD	CHANGED
01	-	-	-	-
02	-	-	-	-
03	-	-	-	-
04	-	-	-	-
05	-	-	-	-
06	-	-	-	-
07	-	-	-	-
08	-	-	-	-
09	-	-	-	-
10	-	-	-	-
11	-	-	-	-
12	-	-	-	-

DRAWN BY: RMJ
CHECKED BY: TJ
PROJECT: 19145.01
DATE: 12-18-25
LAYOUT: UTILITY NOTES 2
REVIEWED BY: TJ
SHEET: U109

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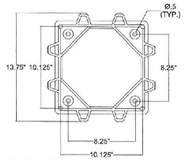
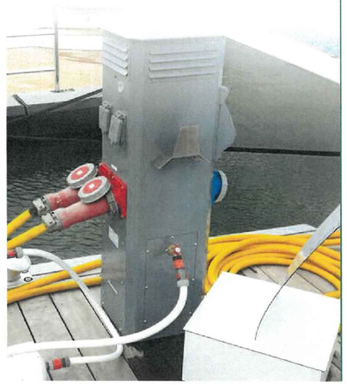
MARINA ELECTRICAL EQUIPMENT, INC.

COMMODORE SS
Power Pedestal Models CD50200



STANDARD DIMENSIONS: 48"H 14"W 14"D

Marina Electrical Equipment strives to stay on the cutting-edge of product development. Modern marinas require more electrical capability than ever before, and our flagship power pedestal, the "Commodore SS" is designed to fit that need. With the ability to supply dual voltages/phases at up to 500A each, the "Commodore SS" enables the marina to accommodate the diverse power requirements of the larger super-yachts.



STANDARD FEATURES

- Intertek-ETL Listed, tested in accordance with Underwriters Laboratories-231
- Standards, CAN/CSA Standard C22.2 No.29 and NFPA 303
- Rugged, long-lasting stainless steel NEMA 3RX main housing
- Heavy-duty injection-molded polycarbonate top assembly
- Limited 1-Year Warranty
- Extra wide back-lit receptacle faceplate for easier plug-in
- Highest quality twist-lock receptacles and circuit breakers
- Highest quality 100-Amp pin and sleeve receptacles (when 100-amp receptacles are selected)
- Industry-trusted 200-Amp pin and sleeve receptacles (when 200-amp receptacles are selected)
- Patented pivoting receptacle faceplate assembly, which simplifies field-maintenance tasks such as replacing circuit breakers, receptacles or meter current transformer coils
- Two photocell-controlled LED light fixtures with fuse protection
- 250-Amp rated copper ⅜" stud-lug single phase 125/250V terminal block
- Newly designed, highly functional dual hose/cable brackets, capable of holding min. 50' of standard 5/8"ID garden hose or 50' of 50-ampere, 4-wire shore power (S.O.) cord
- Clean-looking flush-mounted access panels
- Lockable polycarbonate weatherproof doors which shield the receptacles and circuit breakers from the elements while in use (as required by NFPA 303 and NEC Article 555)

OPTIONAL FEATURES

- Receptacle Options:
  - 20A, 125V Duplex GFCI
  - 20A, 125V L5-20R Twist-Lock Shorepower
  - 30A, 125V L5-30R Twist-Lock Shorepower
  - 50A, 125V S5-1 Twist-Lock Shorepower
  - 50A, 125/250V S5-2 Twist-Lock Shorepower
  - 100A, 125/250V Pin and Sleeve Shorepower
  - 100A, 125/250Y Pin and Sleeve Shorepower
  - 100A, 480V Pin and Sleeve Shorepower
  - 200A, 480V Pin and Sleeve Shorepower
- Hardwire Cam-Type Connectors
- Ground fault protected circuit breakers
- Dual phase terminal blocks – available to 500-Amp ratings each
- 250-Amp rated copper ⅜" stud-lug three phase 125/250Y terminal block(s)
- Solid-state electric monitoring for sub-metering kWH consumption
- Wireless NUCORE™ remote meter reading
- Ground Fault Monitoring at each slip (patented)
- 250-Amp rated copper stud-lug three phase 125/250V terminal block
- 250-Amp rated split terminal block
- ¾" IPS ball valve hose bibs
- Hose bib vacuum breakers
- Water metering
- Phone, Cable TV, and/or Data ports
- Amber or Clear Polycarbonate Lens

Extra-Wide Back-Lit Receptacle Faceplate

Easy-Access Terminal Block

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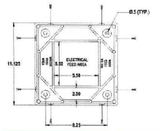
MARINA ELECTRICAL EQUIPMENT, INC.

HARBOR LIGHT SS
Power Pedestal Model HLSS30100



STANDARD DIMENSIONS: 42.5"H 11.125"W 11.125"D

Marina Electrical Equipment has performed extensive research and design to create the most innovative and user-friendly power pedestal, the "Harbor Light SS." This pedestal truly represents modernization and ease-of-use. We have taken all that we have learned over the past 30+ years in this business to create a power pedestal that is exceptionally durable, practical, and clean-looking, as well as simple to install and maintain

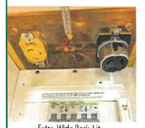
STANDARD FEATURES

- Intertek-ETL Listed, tested in accordance with Underwriters Laboratories-231 standards, CAN/CSA Standard C22.2 No.29 and NFPA 303
- Rugged, long-lasting stainless steel NEMA 3RX main housing
- Heavy-duty injection-molded polycarbonate top and lens assemblies
- Limited 1-Year Warranty
- Extra-wide back-lit receptacle faceplate for easier plug-in
- Highest quality twist-lock receptacles and circuit breakers
- Highest quality 100-Amp pin and sleeve receptacles (when 100-Amp receptacles are selected)
- Patented pivoting receptacle faceplate assembly, which simplifies field-maintenance tasks such as replacing circuit breakers, receptacles or meter current transformers
- Photocell-controlled LED light fixture with fuse protection
- 250-Amp rated copper stud-lug single phase 125/250V terminal block
- Clean-looking, flush-mounted access panels
- Newly designed, highly functional dual hose/cable brackets capable of holding min. 50' of standard 5/8"ID garden hose or 50' of 50-ampere, 4-wire shore power (S.O.) cord
- Durable polycarbonate mounting base plate which isolates the bottom housing from the dock surface
- Lockable polycarbonate weatherproof doors which shield the receptacles and circuit breakers from the elements while in use (as required by NFPA 303 and NEC Article 555)

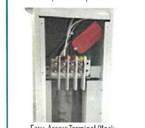
OPTIONAL FEATURES

- Receptacle Options:
  - 20A, 125V Duplex GFCI
  - 20A, 125V L5-20R Twist-Lock Shorepower
  - 30A, 125V L5-30R Twist-Lock Shorepower
  - 50A, 125V S5-1 Twist-Lock Shorepower
  - 50A, 125/250V S5-2 Twist-Lock Shorepower
  - 100A, 125/250V Pin and Sleeve Shorepower
  - 100A, 125/250Y Pin and Sleeve Shorepower
  - 100A, 480V Pin and Sleeve Shorepower
- Ground fault protected circuit breakers
- Solid-state electric monitoring for sub-metering kWH consumption
- Wireless NUCORE™ remote meter reading
- Ground Fault Monitoring at each slip (patented)
- 250-Amp rated copper ⅜" stud-lug three phase 125/250Y terminal block
- 250-Amp rated split terminal block
- ¾" IPS ball valve hose bibs
- Hose bib vacuum breakers
- Water metering
- Phone, Cable TV, and/or Data ports
- Amber or Clear Polycarbonate Lens

Protected KWH Counter



Extra-Wide Back-Lit Receptacle Faceplate



Easy-Access Terminal Block

Pivoting Faceplate Assembly

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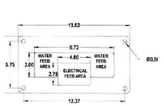
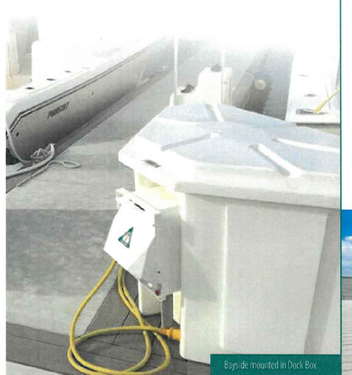
MARINA ELECTRICAL EQUIPMENT, INC.

BAYSIDE
Utility Center Model BU3050



STANDARD DIMENSIONS: 14.5"H 11"W 10.625"D

The "Bayside" was developed as an economical solution for marinas and personal docks where space is limited. This compact utility center can handle a large current load, but is small enough to mount neatly on a triangular dock box or piling, keeping the deck surface clean and uncluttered. This attractive, little unit is packed full of features and electrical service capabilities without compromising quality or ease-of-use.



Bayside mounted in Dock Box

Bayside Pedestal option

STANDARD FEATURES

- Intertek-ETL Listed, tested in accordance with Underwriters Laboratories-231 standards, CAN/CSA Standard C22.2 No.29 and NFPA 303
- Heavy-duty injection-molded polycarbonate NEMA 3RX main housing
- Limited 1-Year Warranty
- Extra wide receptacle faceplate for easier plug-in
- Highest quality twist-lock receptacles and circuit breakers
- Patented pivoting receptacle faceplate assembly, which simplifies field-maintenance tasks such as replacing circuit breakers, receptacles or meter current transformers
- Photocell-controlled LED light fixture with fuse protection
- 140-Amp rated copper ¼" stud-lug single phase 125/250V terminal block
- Lockable polycarbonate weatherproof doors which shield the receptacles and circuit breakers from the elements while in use (as required by NFPA 303 and NEC Article 555)

OPTIONAL FEATURES

- Receptacle Options:
  - 20A, 125V Duplex GFCI
  - 20A, 125V L5-20R Twist-Lock Shorepower
  - 30A, 125V L5-30R Twist-Lock Shorepower
  - 50A, 125V S5-1 Twist-Lock Shorepower
  - 50A, 125/250V S5-2 Twist-Lock Shorepower
- Ground fault protected circuit breakers
- Solid-state electric monitoring for sub-metering kWH consumption
- Wireless NUCORE™ remote meter reading
- Ground Fault Monitoring at each slip (patented)
- 140-Amp rated copper stud-lug three phase 125/250Y terminal block
- Phone, Cable TV, and/or Data ports
- Amber or Clear Polycarbonate Lens
- Stainless steel pedestal
- ¾" IPS ball valve hose bibs (with pedestal option)
- Hose bib vacuum breakers (with pedestal option)
- Water metering (with pedestal option)

Easy-Access Terminal Block and Light Assembly

Extra-Wide Receptacle Faceplate Cover

Pivoting Faceplate Assembly

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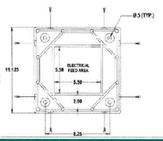
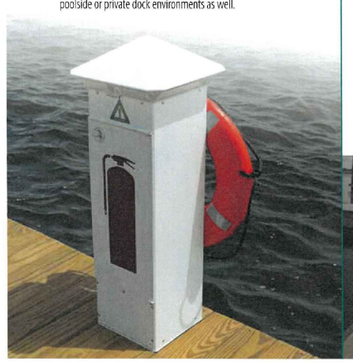
MARINA ELECTRICAL EQUIPMENT, INC.

FIRE STATION
Safety Pedestal Model FS1020



STANDARD DIMENSIONS: 42.5"H 11.125"W 11.125"D

Marina Electrical Equipment knows how important safety is to the marina manager and we have designed the "Fire Station" to fit this need. The "Fire Station" safety pedestal is the perfect solution to keep your marina in compliance with NFPA 303 6.2.1.1.1, which states: "(1) Extinguishers listed for Class A, Class B, and Class C fires shall be installed at the pier/land intersection on a pier that exceeds 25 ft. in length. (2) Additional fire extinguishers shall be placed such that the maximum travel distance to an extinguisher does not exceed 75 ft." This pedestal compliments the look and feel of our other products and will stand ready for any marina emergency. This unit is also suitable for poolside or private dock environments as well.



STANDARD FEATURES

- Underwriters Laboratories standard ANSI/UL 2017
- Rugged, long-lasting stainless steel main housing
- Heavy-duty injection-molded polycarbonate top and lens assemblies
- Limited 1-year warranty on exterior components
- Continuous-duty LED light fixture with fuse protection.
- 50-Amp rated single phase 125V terminal block
- Unmistakable backlit fire extinguisher symbol laser-cut in spring-loaded hinged cabinet door with red polycarbonate window
- Durable injection-molded polycarbonate mounting base plate which isolates the bottom housing from the dock surface

OPTIONAL FEATURES

- 10-pound or 20-pound, Type ABC fire extinguisher, mounted on a bracket which suspends it above the bottom tray to inhibit corrosion.
- 24" life ring
- Dual-function alarm and siren which activates with the removal of the optional 24" life ring and/or fire extinguisher
- Amber or Clear Polycarbonate Lens

Fire Station 10 or 20-lb Extinguisher Option

BACK TO INDEX 12

1 HARRISON AVE, PANAMA CITY, FL 32401

PANAMA CITY MARINA

UTILITY SPEC 1

TURRELL, HALL & ASSOCIATES, INC.
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3584 Exchange Ave. Suite B.
Naples, FL 34104-5732
Phone: (239) 643-4646 Fax: (239) 643-6632
email: tuna@thanaples.com
RY NO. 5875

REV#	REV'D BY:	DATE:	CHK'D BY:	COMMENTS
01				
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DRAWN BY: RMJ
CHECKED BY: JJ
PROJECT: 19145.01
DATE: 12-18-25
LAYOUT: UTILITY SPEC 1
REVIEWED BY: JJ
SHEET: U110

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MARINA ELECTRICAL EQUIPMENT, INC.

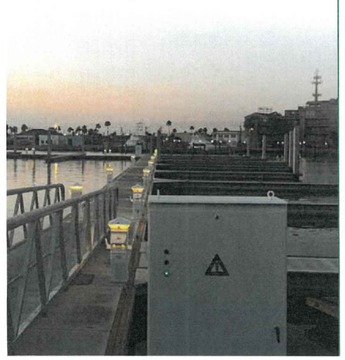
DISTRIBUTION EQUIPMENT

Panelboards, Transformers, Switchgear, Safety Switches, Wire and Cable.

c ETL LISTED us Intertek

c UL LISTED us

Marina Electrical Equipment is committed to being an all-inclusive manufacturer and supplier of the highest quality marina power products in the industry. Our product scope does not stop at power pedestals alone, as we have the resources and capabilities to produce or supply absolutely every piece of equipment necessary to satisfy your specific requirements. Whether your project requires stand-alone transformers, panelboards, switchboards, service-entrance equipment and wire/cable, we can provide it all, tailored to your exact specifications at the most competitive prices.



PANELBOARDS

- Main Bus, 100-1200 Amp copper or aluminum
- Integrated Surge Protective Device (SPD) for maximum surge protection
- Integrated Ground Fault Monitor (GFM) for maximum safety
- Main circuit breaker
- Main lug only
- Ground fault circuit breakers
- Feed-through lugs
- Branch-mounted main circuit breakers
- Standard NEMA 3R surface-mount enclosures available
- Stainless steel NEMA 3RX and NEMA 4X free-standing enclosures available
- Stainless steel NEMA 3RX and NEMA 4X surface-mount enclosures available
- UL/ETL, CSA Listed

TRANSFORMERS

- Copper or aluminum wound coils
- Coils are double-dipped in high-temperature varnish and baked
- Single phase transformers available from 50 kVA to 330 kVA
- Three phase transformers available from 45 kVA to 500 kVA
- Typical primary voltages: 480V, 480V Delta Three Phase, 600V Delta Three Phase
- Typical secondary voltages: 120/240V Single Phase, 120/208V Wye Three Phase, 127/220V Wye Three Phase
- Standard NEMA 3R enclosures available
- Stainless steel NEMA 3RX an 4X enclosures available
- UL and CSA Listed
- Dual phase, single and three phase in one unit

WIRE & CABLE

- Types THWN and XHHW single conductor wire
- Type W single and multi-conductor power cable
- Types G and G-GC multi-conductor power cable
- Many other types available

Panelboard Interior

Type THWN and XHHW Wire

Type W Portable Power Cable

Type G and Type G-GC Portable Power Cable

Dry Type Isolation Transformer

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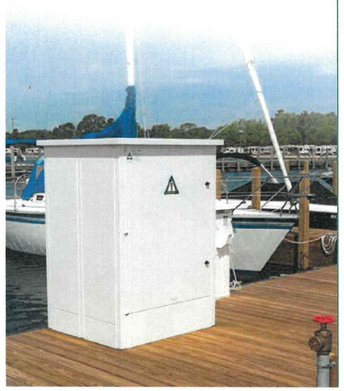
MARINA ELECTRICAL EQUIPMENT, INC.

GTX™ UNIT SUBSTATION

c ETL LISTED us Intertek

STANDARD DIMENSIONS: 72"H 45"W 42/46"D

Marina Electrical Equipment's GTX™ Unit Substations are designed and manufactured to maximize cable and installation cost savings through integration of a dry-type isolation transformer and factory-installed secondary panelboard. Constructed of the highest quality powder-coated stainless steel, GTX™ Unit Substations are designed to withstand the harsh, corrosive environments found in marinas and boatyards.



STANDARD FEATURES

- Intertek-ETL Listed, tested in accordance with Underwriters Laboratories-1062 standards, CAN/CSA Standard C22.2 No.31-10 and NFPA 303
- Single Phase dry-type isolation transformers available to 330kVA
- Three Phase dry-type isolation transformers available to 300kVA
- (2) 2.5% FCAN and (2) 2.5% FCBN Primary taps to compensate for varying incoming voltages
- Transformer and secondary-side distribution panel mounted in single NEMA 3RX stainless steel enclosure with single lockable access door (patent-pending)
- Integrated panelboard sizes up to 1200-ampere main circuit breaker/main lug
- Extra-large wiring access area with removable gland plate for simple cable entry/knockouts
- Stainless steel hardware
- 360-degree "Take-Apart" enclosure construction
- Simple mounting and installation design:
  - Lifting: engineered lifting eyes designed/tested to lift four (4) times unit substation static weight (concealed beneath removable solar shield)
  - Handling/Positioning: front/side fork access
  - Positioning: bottom rolling rails
  - Mounting: 1/2" mounting slots at each corner (concealed behind removable access panels)
- Standard 12" base height, requiring no field-curbing or modifications to comply with 12" datum plane requirements
- White textured powder-coated exterior finish
- Thermostatically controlled axial fans maintain efficient operating temperature
- Fine-stranded, tin-plated copper leads
- Limited 1-Year Warranty

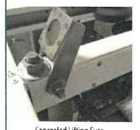
OPTIONAL FEATURES

- Primary Voltages: 480V Single Phase, 480V Delta Three Phase, or 600V Delta Three Phase
- Secondary Voltages: 120/240V Single Phase, 208Y/120V Three Phase, 220Y/127V Three-Phase
- 50 Hz or 60 Hz Frequency
- Primary Disconnect or Panelboard
- Integrated Surge Protective Device (SPD) for supreme surge protection
- Integrated Ground Fault Monitor Relay(s) (GFM) for maximum safety
- Custom Configurations Available
- Dual Phase Isolation Transformers

Typical Panel and Transformer Combinations	
Single-Phase Panel Main	**Transformer Size**
200A	50 kVA
400A	100 kVA
700A	167 kVA
800A	200 kVA
1000A	250 kVA
1200A	330 kVA
Three-Phase Panel Main	**Transformer Size**
200A	75 kVA
300A	112.5 kVA
400A	150 kVA
600A	225 kVA
800A	300 kVA

Integrated Panelboard

Isolation Transformer & Panelboard



Concealed Lifting Eyes

BACK TO INDEX 15

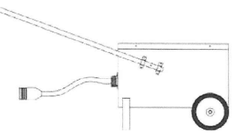
MARINA ELECTRICAL EQUIPMENT, INC.

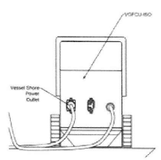
VGFCU-ISO Isolating Vessel Ground Fault Check Unit

Marina Electrical Equipment employs the latest isolation and ground-fault relay technology to provide fast and accurate diagnosis of vessel ground faults in a convenient portable package. The National Fire Protection Association now requires marinas to test all vessels for ground faults at initial connection and annually. Compliance can present marina wiring and equipment conflicts or cause widespread outages to neighboring connected vessels. The VGFCU-ISO solves these issues since it isolates the test vessel from the marina's wiring.

STANDARD FEATURES

- NFPA 303 Compliant
- Portable white powder-coated stainless steel NEMA 1 enclosure complete with handle and wheels
- 50A 125/250V male locking plug with 72 in. power cord
- 30A 125V locking outlet with circuit breaker
- 50A 125/250V locking outlet with circuit breaker
- GFR480 digital ground fault relay with LCD digital display
- Neutral-to-Ground Error auto-detect alarm and light
- Reliable and user-friendly
- Simple operation
- Limited 1-year warranty
- Other configurations may be available – consult factory for details
- Patent-Pending





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1 HARRISON AVE, PANAMA CITY, FL 32401

PANAMA CITY MARINA

UTILITY SPEC 2

TURRELL, HALL & ASSOCIATES, INC.
Marine & Environmental Consulting
3584 Exchange Ave. Suite B.
Naples, FL 34104-5732
Phone: (239) 643-4646 Fax: (239) 643-6632
email: tunas@thanaples.com
RY NO. 5875

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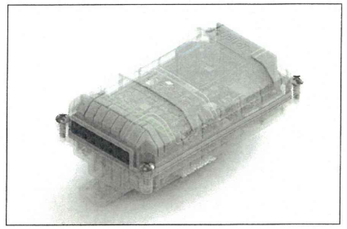
DRAWN BY: RMJ
CHECKED BY: JJ
PROJECT: 19145.01
DATE: 12-18-25
LAYOUT: UTILITY SPEC 2
REVIEWED BY: JJ
SHEET: U111

MARINESYNC® | UtilIoT METER • MONITOR • CONTROL

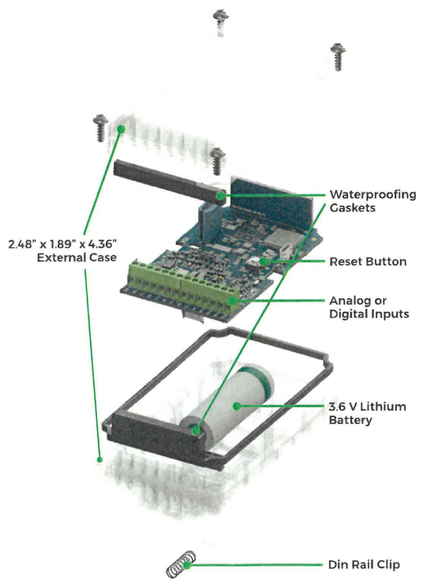
NanoPRO TECHNICAL SPECS

Manufacturing Part Number:
RM0310.000

Hardware Description:
The NanoPRO is a compact and versatile device that allows users to monitor and control various processes remotely. It is designed to interface with different types of sensors, switches, and actuators for automation and control purposes.



FEATURES

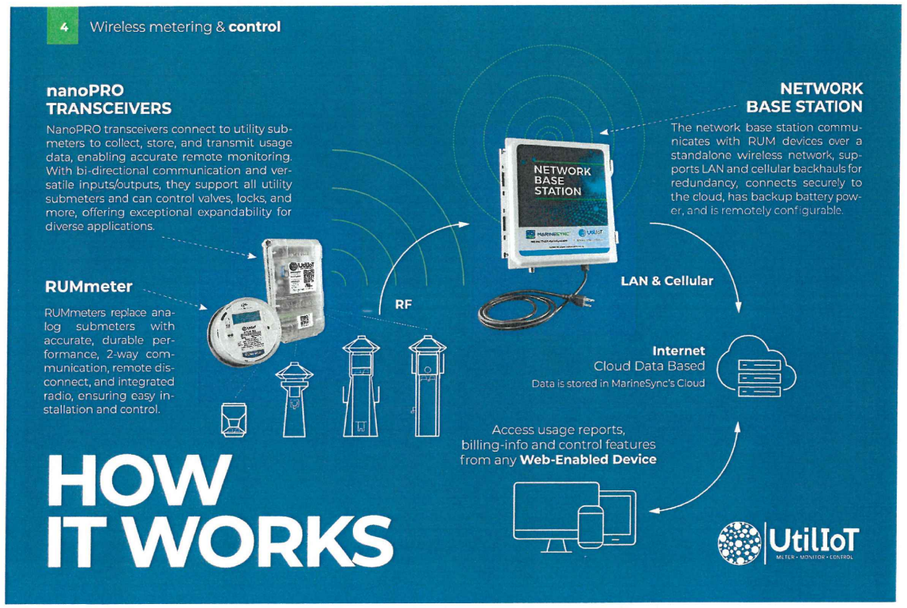


Monitoring:
The device features four input channels, each capable of receiving digital or analog signals, typically in the form of pulses or ON/OFF states. These inputs can be connected to various types of meters or sensors such as watthour meters for measuring power consumption, water meters, proximity sensors, flow meters, level sensors, temperature sensors, etc.

Control:
The NanoPRO pulse reader is equipped with four output channels. These outputs can drive external devices or actuators, such as shunts, relays, valves, motors, solenoids, or other devices required for remote control. The outputs allow the device to trigger actions based on the received input data or user-defined conditions.

Automation:
Streamline processes, boost productivity, and achieve unparalleled efficiency in your operations with ease. The NanoPRO provides edge automation and is configurable to process input and output functions for use in remote automation applications.

MARINESYNC.COM | 888.988.SYNC | PO BOX 80174 | SAN DIEGO, CA 92138



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PANAMA CITY MARINA
1 HARRISON AVE, PANAMA CITY, FL 32401
UTILITY SPEC 3

TURRELL, HALL & ASSOCIATES, INC.
Marine & Environmental Consulting
3584 Exchange Ave. Suite B.
Naples, FL 34104-3732
Phone: (239) 643-4646 Fax: (239) 643-6632
email: tuna@thanaples.com
RY NO. 5875

DRAWN BY:	CHECKED BY:	PROJECT:	DATE:	LAYOUT:
RMJ	JJ	19145.01	12-18-25	UTILITY SPEC 3

REVIEWED BY: JJ
SHEET: U112

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SaniSailor Marine Pump-out Solutions

CVX400

Central Vacuum SaniSailor Pumpout System

#1 Selling Marine Pumpout System in America

The SaniSailor Masterline CVX400

The Sanisailor Masterline CVX400 Central Vacuum Systems is designed to be used as a high vacuum, high discharge pumpout system. This system is for installation requiring a discharge capable of up to 350 feet vertical or up to thousands of feet horizontally. The Sanisailor Masterline CVX400 is more than just a lift station. With the capability of high vacuum and eliminates the need for a separate lift station.

The Sanisailor Masterline CVX400 Central Vacuum System is used as a dockside pump station. It is designed for rugged use where higher frequency of use and higher capacity applications are required. The SaniSailor Masterline CVX400 develops a high vacuum which enables it to pump out boats located hundreds of feet from the pumpout station.

Includes:
- R/F Long Range Remote Controls
- Integrated Vacuum Testing

CVX400 Specifications

Capacity:	40 - 50 GPM
Vacuum:	29 inch Hg
Discharge Head:	190 PSI
Suction Lift:	29 Feet Vertical
Power Required:	5 HP
Dimensions:	34"L x 24"W x 46"H
Weight:	425 Lbs

- 12% -120% longer hose life compared to other brands
- Best value (Lowest Life Cost Average)
- Longest pumpout warranty, 3 years
- Advanced patented technology in every pump
- Convenient, sizes and styles to fit every marina's needs
- Most reliable - EMP's responsive customer service and support
- Pioneer of the first peristaltic pumpout system
- Gold seal quality in every pumpout
- #1 selling marine pumpout in America

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Clean Marinas, Clear Value.

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SaniSailor Marine Pump-out Solutions

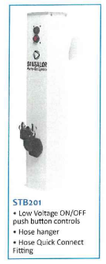
Stanchions

Pumpout Stanchions Pedestal

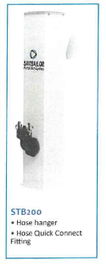
SaniSailor Stanchions

SaniSailor Stanchions are used for remote pumpout locations. These heavy duty aluminum stanchions are made with a marine grade aluminum electromagnetic powder coating for a long lasting, easy care finish. Easy access panels at the units bottom for plumbing and an overhanging top for electrical. Built strong and durable, SaniSailor stanchions have withstood the test of time in rigorous saltwater environments.

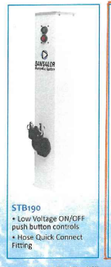
Stanchions are available with the following options: Heavy duty hose hanger, low voltage on/off push button controls, wireless on/off controls, and hour meter for low voltage units.



STB201
- Low Voltage ON/OFF push button controls
- Hose hanger
- Hose Quick Connect Fitting



STB200
- Hose hanger
- Hose Quick Connect Fitting



STB190
- Low Voltage ON/OFF push button controls
- Hose Quick Connect Fitting

STB200
with optional wireless remote control

Electrical Specifications:

Electrical Enclosure: NEMA3R containing one on (green) push button switch and one off (red) push button switch with rubber boot for outdoor wet location. Pre-wired buttons in the enclosure are color coded; leads are made to intervening field wiring from the pump inside the access plate on the bottom of the stanchion.

Plumbing Specifications:

Plumbing Internal: a 1-1/2" schedule 40 unionized plumbing connection to the 2" intervening field plumbing. Plumbing External: 1-1/2" 45 degree (vertical configuration) polypropylene cam and grove (cam lock) male connector (for connection to pumpout hose via 1-1/2 inch female cam and groove connector).

Dimensions: 6" x 6" x 36"
Mounting: Bottom Tabs With Holes

EMP Industries
Clean Marinas, Clear Value.

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Standard Series Transformer — 15E120BK

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SPECIFICATIONS

Certifications/Qualifications	
ADA Compliant	No
Prop65	No
Dark Sky Compliant	No
Location Rating	Wet
	kichler.com/warranty
Dimensions	
Height	3.75"
Length	6.75"
Width	4"
Weight	4.65 LBS
Electrical	
Input Voltage	120 V
Light Source	
Dimmable	No
Mounting/Installation	
Interior/Exterior	Exterior Product
Mountable On Wall Or Ceiling	No
Mounting Weight	4.65 LBS
Modular	No
Lead Wire Length	36

FIXTURE ATTRIBUTES

Housing/Glass	
Primary Material	Plastic
Shade Included	No
Product/Ordering Information	
Sku	15E120BK
Finish	Black Material (Not Painted)
UPC	783927278485

Finishes

Black Material (Not Painted)

ALSO IN THIS FAMILY

15E60BK

Kichler.com

KICHLER.

1

Broward Casting

Boat LIFT SLIPS

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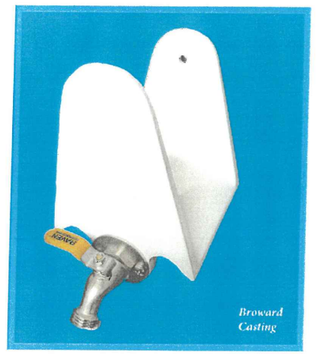
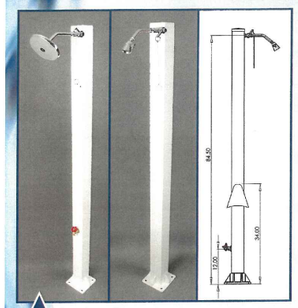


MARINA PRODUCTS

Outdoor Showers / Hose Holders

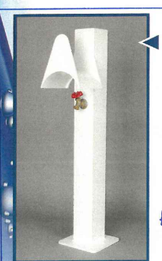


Hose Holders

These are manufactured using a quality casting of non-corrosive aluminum alloy. They are available in natural aluminum finish or powder coated in black or white. Custom colors also available. Available in 2 sizes:
Small Hose Holder, 50' **Large Hose Holder, 100'**

Outdoor Showers

7' tall outdoor pool, deck and dock shower with 8' x 8' aluminum base. Comes standard white powder coated with S/S faucet and chrome brass self closing shower valve. Optional rain head, hose holders, and custom powder coat colors available.



Water Stanchion

4" x 4" x 36"
Natural aluminum finish or powder coated white or black. Options include custom sizes and colors. Also available with dual hose holders and hose bibs.

FUEL DOCK

Life Ring Stand

Our Life Ring Stand is 36" in height and offers an easily accessible and eye catching way to store your life ring. This marine grade aluminum 4"x4" stand has an 8"x8" square base plate, which mounts to the dock. The life ring is secured to an aluminum bracket, which comes in 2 sizes to accommodate either a 24" or 30" life ring. Life rings are available and are sold separately.

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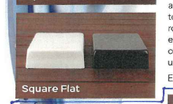
MarinaProducts.com | 954-462-9047

MARINA PRODUCTS

Piling Caps



Piling Caps

This superior line of piling caps is offered in 26 sizes from 6" to 18" (in 1/2" increments), in both black and white. Round cone is also available in green. An injection-molded process makes these caps superior in strength, flexibility, and dimensional consistency. The material contains mildew inhibitors and is UV stabilized. These piling caps will stand up to the harsh marine environment, keep birds from roosting, and protect pilings from internal rot which extends the life of pilings for many years. When ordering piling caps, if the piling measures an uneven increment, order the next half-size up.

Example: if piling measures 9-1/4", order 9-1/2" cap.

ENHANCE YOUR DECK WITH THE ELEGANCE OF COPPER PILING CAPS

Solid Natural Copper Post & Piling Caps

Quality products made to stand the test of time

Manufactured by Nortek CopperWorks

Cap diameters made on the ½" increments to achieve a great fit

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PANAMA CITY MARINA

UTILITY SPEC 4

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Marine & Environmental Consulting
3584 Exchange Ave. Suite B.
Naples, FL 34104-5732
Phone: (239) 643-0746 Fax: (239) 643-6632
email: thinc@thinaples.com
RY NO. 5875

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DRAWN BY: RMJ
CHECKED BY: JJ
PROJECT: 19145.01
DATE: 12-18-25
LAYOUT: UTILITY SPEC 4
REVIEWED BY: JJ
SHEET: U113

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Deck Light Post & Rail | 12 V | 3000 K | 0.9 W | 43 Lumens | 50 Lumens/W > 0 — 15764CBR30

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SPECIFICATIONS

Certifications/Qualifications	
ADA Compliant	No
Prop65	Yes
Dark Sky Compliant	No
Location Rating	Wet
	kichler.com/warranty
Dimensions	
Width	1.9"
Weight	0.75 LBS
Electrical	
Input Voltage	12 V
Light Source	
Light Source	Integrated LED
Lamp Included	Integrated
# Of Bulbs/LED Modules	1
Max Or Nominal Watt	0.86 W
Max Wattage/Range	0.9
Dimmable	No
Photometrics	
Color Rendering Index	80
Color Temperature Range	3000 K
Delivered Lumens	43
Delivered Efficacy (Lumens/Watt)	50
Mounting/Installation	
Interior/Exterior	Exterior Product
Mounting Style	GROUND STAKE
Mountable On Wall Or Ceiling	No
Mounting Weight	0.75 LBS
Modular	No
Lead Wire Length	71
Wire Connectors	Wire Nuts

FIXTURE ATTRIBUTES

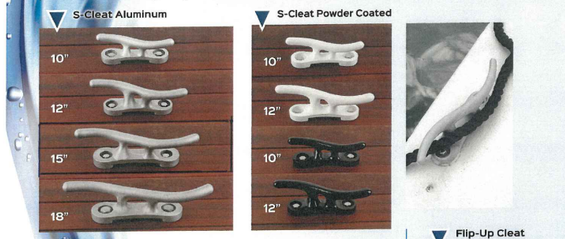
Housing/Glass	
Primary Material	Brass
Diffuser Description	Lens
Shade Included	No
Product/Ordering Information	
Sku	15764CBR30
Finish	Centennial Brass
UPC	783927569820

ALSO IN THIS FAMILY

MARINA PRODUCTS Cleats

Aluminum S-Cleats

Made from high quality cast aluminum - Alloy 356 - the corrosion resistant cleats can be mounted vertically or horizontal with 1/2" bolts. The large "footprint" provides maximum holding strength. Powder coating is available.



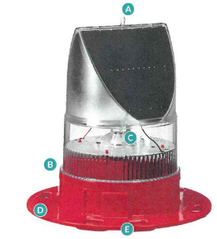
Heavy galvanized, coated iron, open base cleats. Made from malleable iron and hot dipped galvanized, they are ideal for vertical or horizontal mounting on piers and docks. For installation, Straight Cleat uses two 3/8" hex bolts or lags. Ships Cleat uses two 5/8" or 3/4" hex bolts or lags. Powder coating is available.

Line Supports

Our line supports are designed with routed edges which provide a smooth finish to prevent chafing of the lines. They install easily onto pilings with two ~~60 penny nails~~. Length - 12" S/SLAG

Available in Black Plastic, Brown Plastic, White Plastic and Wood.

Folds flat when not in use.



MODEL SNL-3NMS | 2-3NM SOLAR MARINE LANTERN

The SNL-3NMS is exceptional in its unique ability to be able to 'track' the sun and operate reliably in low sunlight conditions. The SNL-3NMS has been proven to operate as a 2-3+ nautical mile compact buoy lantern in various low sunlight environments such as Britain, Canada and Europe.

STANDARD FEATURES:

A: Dual internal high-performance solar modules

B: Lens and base molded from UV-stabilized LEXAN® polycarbonate

C: LED optic

D: Large industry standard 200mm bolt pattern for ease of installation.

E: Internal user-replaceable battery in sealed battery compartment

THE SNL-3NMS ADVANTAGE:

- Cost Effective - Solar powered, no running costs, low ongoing maintenance costs
- High Performance - Dusk-to-dawn or on demand operation
- Easy Installation - No trenching of cables, no mains power
- Reliable - No bulbs blown, latest LED technology, no moving parts

OPTIONAL GPS SYNCHRONIZATION:

The SNL-3NMS is available with optional GPS Synchronization. Two (2) or more lights can be synchronized to flash in unison via an internal GPS module.

OPTIONAL LIGHT CONFIGURATION:

In high sunlight regions, the SNL-3NMS intensity settings may be increased to provide a range of >3 nautical miles (color dependent).

Lighting MARINA PRODUCTS

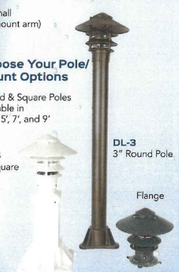
Choose Your Lighting Style

Choose Your Finish

Our cast aluminum light fixtures come in a wide variety of colors and finishes to match any outdoor décor. They are powder coated to hold up in a marine environment so they are perfect for dock lighting. Single, double and piling mounted fixtures are available in heights from 1' to 9' tall. Mounting options include 4" square posts, 3" round posts, wall mount arms and direct mount flanges. Additional options include on/off switches, single outlets and double outlets.

Choose Your Pole/ Mount Options

Round & Square Poles available in 1', 3', 5', 7', and 9'



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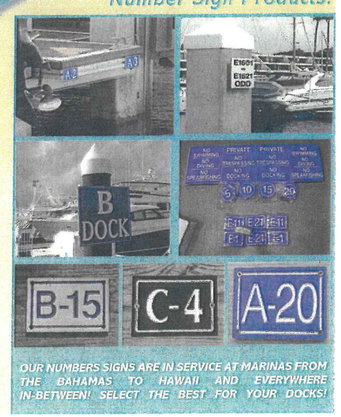
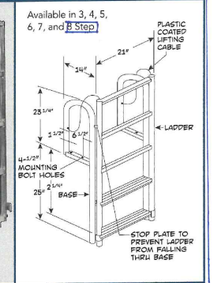
OUTDOOR NUMBERS.COM products you can count on
DOCK & SLIP NUMBERS
WATER LEVEL GAUGES
by CAM Components Co., LLC
outdoornumbers.com 772-285-6188
he proven 100% and will not BREAK, & UV resistant, Florida certified. This is a recyclable polymer using no glue, no vinyl, no foam, no inks and no metal plate - 100% non-reactive to the environment & the water.
BEST PROCESS: All ON number sign products are made custom to your marina's number plan & size requirements with CNC computer accuracy. All sign number orders are shipped complete and ready for installation. Stainless steel hardware is available for all sign orders. Dock tread mount, fascia mount, piling mount and dockbox mount are all available. Mechanical fasteners are required.
BEST RESULTS: Your ON number signs will be an attractive asset and an upgrade for your marina property – they will be noticed and appreciated by your marina guests. Visible, colorful and finished with counter-sunk holes and beveled edges, your ON signs will last a decade and probably more.
Select the OutdoorNumbers Brand of Marina Number Sign Products!
Supplying the finest Marina Slip Numbers & Dock Signs for 20 years!
CAM Components Co., LLC
3510 SE Gran Park Way
Stuart, Florida 34997
(772) 285-6188
EMAIL: camcarved@bellsouth.net
WWW.OUTDOORNUMBERS.COM
OUR NUMBERS SIGNS ARE IN SERVICE AT MARINAS FROM THE BAHAMAS TO HAWAII AND EVERYWHERE IN-BETWEEN! SELECT THE BEST FOR YOUR DOCKS!



MARINA PRODUCTS Dock Ladders

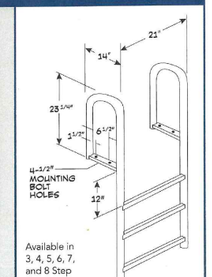
Standard Lift Ladder

Manually lifts up when not in use. Ladder stores upright completely out of water. Lift 250lb. capacity.



Straight Ladder

Fixed stationary ladder often referred to as "safety" ladders.



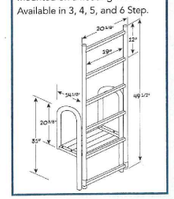
Dock Ladders

All ladders are made of high quality Series 6000 marine grade aluminum and TIG welded for superior strength and rigidity. They feature grooved ladder rungs, which allow for extra traction and water run-off. Each step equals approximately 1 foot down from the top on the mounting surface (i.e. 5 step ladder = 5' down from deck). Custom designs, wide tread and custom lengths are available upon request.

Floating Dock Lift Ladder

The same as our standard lift ladder, but with a shorter base to remain above water level, when mounted on a floating dock.

Available in 3, 4, 5, and 6 Step.



1 HARRISON AVE, PANAMA CITY, FL 32401

PANAMA CITY MARINA

UTILITY SPEC 5

TURRELL, HALL & ASSOCIATES, INC.
Marine & Environmental Consulting
3584 Exchange Ave. Suite B.
Naples, FL 34104-5732
Phone: (239) 643-2700 Fax: (239) 643-6632
email: thinc@thinaples.com
RY NO. 5875

DRAWN BY:	CHECKED BY:	PROJECT:	DATE:	LAYOUT:
RMJ	JJ	19145.01	12-18-25	UTILITY SPEC 5

REVIEWED BY: JJ SHEET: U114

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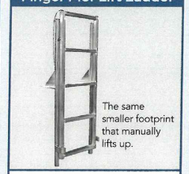
Finger Pier Ladder

For use when dock space is limited.

Available in 3, 4, 5, 6, and 7 Step

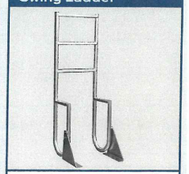
Finger Pier Lift Ladder

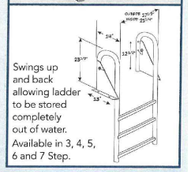


The same smaller footprint that manually lifts up.

Available in 3, 4, 5, 6, and 7 Step

Swing Ladder





Swings up and back allowing ladder to be stored completely out of water.

Available in 3, 4, 5, 6 and 7 Step.

AA&M ATLANTIC ALUMINUM & MARINE PRODUCTS, INC.

FloatStep® Dock Ladders

Presenting the award-winning, patent-pending FloatStep® Dock Ladder

City of West Palm Beach Docks
4 Step model - great for floating docks

- Fabricated with marine grade 6000 series aluminum.
- TIG welded construction by AWS Certified welders.
- Provides safe access at any water level or tide on floating or fixed docks and seawalls.
- The only dock ladder that automatically adjusts to water level changes keeping the ladder section free of marine growth.
- Durable molded plastic float with buoyancy control valve.
- Optional upgraded FloatTrak™ system now available! Recommended for rough water environments.
- Available in 3,4,5,6,7,8 steps

City of Key West Docks
5 Step model

FLOATING DOCK

MarinaProducts.com | 954-462-9047

7

TRIONIC CORP

DOCK SPILL KITS

BUILT FOR MARINA LIFE

Trionic Corp. offers an extensive line of spill response products built built to meet all of your boating and marina needs.

DOCK SPILL KIT

MODEL SK-8006

- 200 Sorbent Pads
- 12 Sorbent Socks
- 10 Sorbent Pillows
- 5 Sorbent Booms
- 5 Waste Disposal Bags
- 2 Pairs of Nitrile Gloves
- 2 Pairs of Safety Goggles
- 1 Box of Rags
- 1 Emergency Response Guide
- All sorbent products included are "Oil Only"

REFILL FOR DOCK SPILL KIT

MODEL SK-9004

- Includes the contents above without the dock box to restock a Dock Spill Kit

SPILL KIT COMPONENTS (SOLD SEPARATELY)

- Sorbent Boom - 5" x 10'
- Sorbent Boom - 8" x 10'
- Sorbent Socks - 3" x 4'
- Sorbent Pillows - 18" x 18" x 3"
- Sorbent Pads - Heavy Weight - 15" x 17"
- Sorbent Pads - Light Weight - 15" X 17"
- And More...

OIL SPILL CONTAINMENT BOOM

MODEL TXB-6

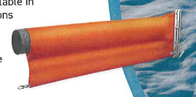
- 6 in height boom for still waters

MODEL TXB-10

- 10 inch height boom for calm waters

All models are available in 50 ft or 100 ft sections

Larger size containment boom also available upon request



BOATING & MARINA PRODUCTS

TRIONIC CORP TrionicCorp.com • sales@trioniccorp.com • 262-268-9240

PMC PUMP MEASURE CONTROL
Fuel Dispensing and Metering Solutions

HR8 / HR9 Hose Reel Cabinet

The HR8/9 External Hose Reel provides an attractive solution when a hose reel is required to accommodate longer lengths of hose. Our hose reel cabinet will effectively reduce ground clutter while at the same time providing hose protection from harmful UV rays.

The cabinet is supported by a stainless steel internal frame, which is welded together, not bolted. The 316 stainless steel panels will remain like-new for a very long time, even in the harshest salt-water environments. Hose is managed by a Hanney spring rewind reel and is available in left or right side inlet configurations.

We built the HR series hose reel cabinet to be tough, and to perform as expected after many years of heavy use. Stainless steel can still rust when subjected to highly corrosive environments like marinas, that is why we use high grade stainless for all of our marine units. We pride our marine products for their excellent resistance to rust and corrosion.

- 75ft of 1" hose capacity
- 50ft of 1 1/2" hose capacity
- Stainless steel welded frame
- Brushed stainless steel panels
- Left or right side outlets
- Corrosion Resistant
- Protects hose from UV damage
- Attractive design

PEI MEMBER

PMC

www.pmc-ga.com

PMC PUMP MEASURE CONTROL
Fuel Dispensing and Metering Solutions

Commander Marine Dispenser

The Commander dispenser is designed to give many years of trouble free service in the harsh environments of fleet and marine fueling operations. This is evident in the heavy duty frame and components used in its construction.

The hydraulic system utilizes aluminum castings with flanged connections for ease of maintenance. The dispenser can be configured for either single or dual hose operation using either 20 GPM and/or 60 GPM meters. As a dual hose dispenser, the two sides are electrically and hydraulically separate, lowering the risk that both sides will be disabled due to a single component failure.

Retail and Commercial units are identical with the exception of the displays. Retail dispensers utilize a triple line, seven digit, backlit LCD displays to show volume, total sale and price per unit of volume. The commercial dispensers use a single line, seven digit display for volume only. The seven digit displays give the CMDR dispenser the capacity to handle transaction information up to 99,999.99.

Communications with a POS system can be accomplished using one of two methods. The dispenser can communicate via a two-wire EIA-485 interface using PMC's protocol or via a 'hard' wired interface. Using the 'hard' wired interface, the dispenser can mimic a mechanical dispenser, allowing it to interface with most POS and card systems. Contact PMC for a current list of devices supporting the PMC protocol.

PEI MEMBER

- 20 & 60 GPM configurations
- Single or dual hose
- Piston or rotary PD meters
- 2-Stage control valve
- Satellite capable (60 GPM units)
- Resale accurate
- Communications interface
- Dual sided retail or commercial electronic displays
- Programmable pulse output
- Complete stainless steel construction
- Powder coated welded chassis
- ETL listed

PMC

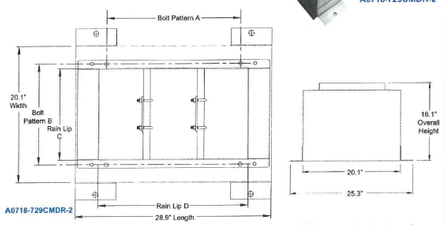
www.pmc-ga.com

EMCO® WHEATON RETAIL

A0718

Above Ground Stainless Steel Dispenser Sump

A0718-729CMDR-2



For additional drawing variants, contact Customer Service at 800-234-4394

- Piping penetration by others
- Florida DEP EQ-870

Model No.	Description	Mounting Bracket	Mounting Plate	Stabilizer Bar	Bolt Pattern A	Bolt Pattern Mid	Bolt Pattern B	Rain Lip C	Rain Lip D
A0718-729CMDR-1	PMC Commander	1	1	1	19.75"	--	14.88"	13.5"	22.10"
A0718-729CMDR-2	PMC Commander	2	2	2	19.75"	--	14.88"	13.5"	22.10"
A0718-729ATLS-1	Gasboy Atlas	1	1	1	12.60"	6.3"	14.04"	12.5"	24.75"
A0718-729ATLS-2	Gasboy Atlas	2	2	2	12.60"	6.3"	14.04"	12.5"	24.75"
A0718-FH515	PMC Fuelhouse	1	1	1	26.50"		34.00"	28.0"	24.00"

Emco Wheaton Retail Corporation
2300 Industrial Park Drive • Wilson, North Carolina 27893 • 252-243-0150 • 252-243-4603 (fax) • www.emcoretail.com

D-1002
04/17

PANAMA CITY MARINA
UTILITY SPEC 6

1 HARRISON AVE, PANAMA CITY, FL 32401

TURRELL, HALL & ASSOCIATES, INC.
Marine & Environmental Consulting
3584 Exchange Ave. Suite B.
Naples, FL 34104-5732
Phone: (239) 643-0446 Fax: (239) 643-6632
email: tuna@thanaples.com
RY NO. 5875

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DRAWN BY: RMJ
CHECKED BY: JJ
PROJECT: 19145.01
DATE: 12-18-25
REVIEWED BY: JJ
SHEET: U115
LAYOUT: UTILITY SPEC 6

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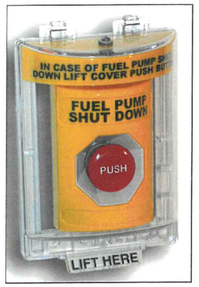
Emergency Stop Operator — IA-ESOCA

Single Push Button Operator with Cover with Alarm

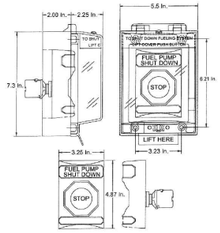
- **High Visibility**
- **Outdoor Installation**
- **Deters Nuisance Pressing of the Emergency Stop**
- **Alarm Sounds When Cover is Lifted**

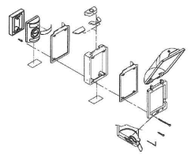


A simple solution to erroneous, nuisance pressing of the emergency stop control stations. The IA-ESOCA is designed for outdoor installation in a single gang electrical switch box and comes with required accessories to allow installation to either a flush or surface mount applications. The IA-ESOCA is a momentary push button with both "Normal-Open" and "Normal- Closed " contacts, for use with most emergency stop control devices.

With its combination of clear cover and alarm, the IA-ESOCA provides a means of reducing the costly nuisance pressing of the emergency stop control station.

Power Integrity offers other configurations for Emergency Stop Operators to match the needs of the customer. Contact Power Integrity for more information.



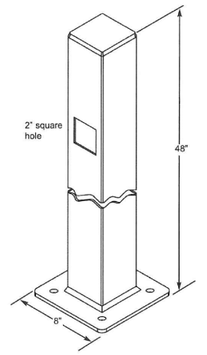


Operating Characteristics:
Connection Method: Screw terminals, 22-16 awg wire
Contacts Provided: (1) Normally Open Contact; (1) Normally Closed Contact
Contact Rating: 6 Amp; 600 VAC

POWER INTEGRITY CORPORATION
1834 Pembroke Road Greensboro, NC 27408
(800) 237-6260 ■ (336) 379-9773
Fax (336) 379-1301
Website: www.pico.cc

IA-ESOCA REV 0 9/05

EMCO® WHEATON RETAIL — A0729 E-Stop Pedestal



A0729 E-Stop Pedestal for emergency shut-off switches. Hole in base provides wiring access. Welded aluminum construction. Tiger series 38 super durable powder coating in anodized silver, meets AAMA 2604 compliance providing corrosion and weather resistance in marine and other harsh environments. UV resistant for five years in Florida exposure. Custom sizes available. E-stop and sign not included.

Emco Wheaton Retail Corporation
2300 Industrial Park Drive • Wilson, North Carolina 27893
252-243-0150 • 252-243-4603 (fax) • www.emcoretail.com

07/14

VEEDER-ROOT — CONNECTED. SECURE. COMPLIANT.

TLS-450PLUS Automatic Tank Gauge

The Fuel Management System to Grow Your Business

Why the TLS-450PLUS?

The TLS-450PLUS Automatic Tank Gauge (ATG) provides the most comprehensive site data for advanced fuel asset management. Combining industry leading algorithms with enhanced security, real-time notification, and anywhere anytime access, the TLS-450PLUS keeps your customer's site running profitably. The TLS-450PLUS is ideal for retail and commercial/industrial applications that have multiple tanks, requiring more than 12 probe and sensor inputs.

MAINTAIN CONTROL OF YOUR FUELING OPERATIONS

- **Inspection ready compliance** – easy access to all federal, state, and local agency reports
- **Remote connectivity** – monitor your site performance, receive real-time alerts, and access compliance data via web-enabled devices – anytime, anywhere, with a wide range of options including THE PLUS VIEW app, Web-Enabled interface, and Managed Services, with cloud-based fuel management through reside360
- **Data protection** – store up to 3 years data and protect it from power outages, battery replacements, or software upgrades
- **Security controls** – partitioned Ethernet networks, customized user access, and Secure Socket Layer (SSL) encrypted connectivity to keep your network safe

OPERATE AT PEAK EFFICIENCY

- **Remote software download** – hassle-free access to software updates
- **Logistics visibility** – increase inventory management awareness to avoid runouts and fraudbacks
- **Faster problem resolution** – diagnose and troubleshoot issues remotely to understand ongoing situations better and avoid unnecessary dispatch
- **Customized alarms** – preprogram alarm alerts to provide scenario-specific information to predetermined individuals
- **Graphical User Interface (GUI)** – designed with features for ease of use, including workflow wizard, context sensitive help, and user defined favorites

veeder.com

πCON Console Controller

from Progressive International

πCON

PICON is the economical solution to fuel dispensing. Using state of the art technology and design, Progressive has created a console controller for the future. Enen at a fraction of the cost of competitors' controllers, PICON is feature-packed.

Progressive International ELECTRONICS

- Full featured console which includes prepay/postpay, preset, drive-away alerts, stacked sale, cash/credit operation
- Management features including dispenser totals, shift totals, station totals, management security, and prices programmed by product
- Multi-lingual
- Control of up to 16 fueling positions, including all major electronic dispensers and new blending pumps
- Audible alerts for call, drive-away and collect
- Backed memory to retain data in the event of power outage
- Built-in hardware clock to time stamp all reports
- Compact size, allowing counter-top positioning or bracket mounting
- Standard printer interface for use with most low-cost printers
- Automatic Tank Gauging (ATG) interface capabilities
- Ease of installation -- console wires directly into dispenser distribution box or Progressive's PI Dbox

1 HARRISON AVE, PANAMA CITY, FL 32401

PANAMA CITY MARINA

UTILITY SPEC 7

TURRELL, HALL & ASSOCIATES, INC.
Marine & Environmental Consulting
3584 Exchange Ave. Suite B.
Naples, FL 34104-5732
Phone: (239) 643-0746 Fax: (239) 643-6632
email: tuna@thinaples.com
RY NO. 5875

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DRAWN BY: RMJ
CHECKED BY: JJ
PROJECT: 19145.01
REVIEWED BY: JJ
SHEET: U116
DATE: 12-18-25
LAYOUT: UTILITY SPEC 7

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

STAFF REPORT

TO: **Mayor & City Commissioners**

FR: **Jonathan H. Hayes, City Manager**

VIA: **Jared Jones, ICMA-CM, Assistant City Manager**
Brandy Waldron, Assistant City Manager

CC: **All City Department Heads**

RE: **City Manager Monthly Operational Report - December 2025**

DT: **February 2, 2026**

This report summarizes activity across all departments reporting to the City Manager's Office. My office will continue to provide this report at the first meeting of every month. The data for this reporting period is from December 2025. This report highlights our department's day-to-day efforts throughout the month but does not provide an exhaustive list of all efforts and projects.

As this report is new, additional data sets that have not historically been tracked will be added, and refinements to this report will continue.

CRA/Business Services	Dec. 2025	FYTD (Oct. '25 to date)
CRA		
Active Programs	5	5
Active Projects	25	27
MOU Management	3	3
TIF Rebate Apps. Approved	1	2
CIP Grant Apps. Received & Approved	0	0
Business Services		
Business Tax Receipts Issued	35	113
Merchant Fee Revenue	$1,011,217	$3,154,215
Occupational Tax Receipt Issued	$9,247	$42,503

Development Services	Dec. 2025	FYTD (Oct. '25 to date)
Planning & Zoning Division		
Development Orders Under Review	92	261
Development Orders Approved	68	215
Planning Fees	$10,115	$31,325
Building Services		
Permits Issued	174	594
Inspections Performed	406	1699
Permit Fees Collected	$28,944	$105,789
Code Compliance		
New Cases Opened	28	77
Cases Closed	35	172
Cases to Hearing	19	36
Floodplain Mgt. & Disaster Recovery		
Elevation Cert. Reviewed	5	7
Flood Zone Determinations	43	139
Floodplain Permits Issued	1	5

Fire	Dec. 2025	FYTD (Oct '25 to date)
Total Calls for Service:	616	1718
Fire	18	42
Medical	365	1027
Other	233	649
Fire Prevention Inspections	135	735

Housing & Community Services	Dec. 2025	FYTD (Oct. '25 to date)
Purchase Assistance (clients)	$117,245 (2)	$178,457 (5)
Foreclosure Prevention (clients)	0	$12,766 (2)
Owner-Occupied Rehab/EM Assist.	$16,000 (2)	$16,000 (2)
Rental Assistance	$9,397 (6)	$34,771 (26)
Demolition/Reconstruction	$45,572 (1)	$96,931 (4)
Applications Received	14	73
Walk-ins	107	332
Phone Calls	456	1133
Referrals Processed	162	394
Counseling Sessions	18	27
ASAP		
Pana Villa – Avg. Daily Attendance	17	17
Glenwood – Avg. Daily Attendance	30	29
Honor Roll	n/a	31%
Good Conduct	n/a	85%
Reading Comprehension – Test Passed	n/a	292

Human Resources	Dec. 2025	FYTD (Oct. '25 to date)
Job Applications Submitted	420	1,276
Open Enrollment Registrations		607
Retiree's w/ Benefits Registrations		135
New Work Compensation Claims	4	16
Open Work Compensation Claims	35	N/A
Employees Starting Training (MOT, OSHA, etc.)	5	25
Employees Completing Training	4	5

Logistics	Dec. 2025	FYTD (Oct. '25 to date)
Purchasing		
P.O.'s & Check Requests Processed	334	1004
Bids Created	4	13
Bids Closed	2	9
Warehouse Items Issued	3,804	12,487
Warehouse Items Issued Value	$114,440	$343,320
Information Technology		
Support Tickets Processed	181	465
Hardware Replacement	23	71
Meetings Supported (hours)	26	93
Signs & Markings		
Signs & Decals Repairs	40	310
Signs & Decals Installs	157	559
Signs & Decals Created	174	1041
Signs & Decals Inventoried	416	1333
Risk Management		
Automobile Claims	3	14
General Liability Claims	10	38
Training Sessions/Safety Meetings	6	19
Facility Maintenance & Projects		
Work orders initiated	56	160
Work orders completed	86	135
Projects	5	5

Parks, Culture, & Rec.	Dec. 2025	FYTD (Oct. '25 to date)
MLK Jr. Recreation Center		
Attendance (1/14/26 – 1/27/26):	1,466	
Parks Maintenance		
Acres Mowed	107.87	578.34
Trees Trimmed	45	94
Special Events		
Special Events Apps. Submitted/Issued	4/2	18
Special Events Held	13	35
Sports		
League Participants Registered	37	106
Field Rentals	19	58
Programs		
Recurring Programs Offered	15	15
Program Attendances	733	3,124
City-Sponsored Events Attendance*	2000	3995

Police	Dec. 2025	FYTD (Oct '25 to date)
Total Calls for Service	8,658	24,806
Calls for Service in PC-North	159	553
Traffic Stops	2,062	6,111
Arrests	539	1,649
Special Events	5	N/A
Unique Vehicle Trips (30-day avg.)	90,347	N/A

Public Works	Dec. 2025	FYTD (Oct. '25 to date)
Utilities		
Water repairs (meters, hydrants, valves, etc).	272	816 work orders
Underground Utilities Workorders	97	291
Lift Stations Workorders	225	673
Wastewater Treatment (gallons treated)	110.3M	273M
Lab – samples/tests	494/1,411	2,247/6,472
Environmental Services		
Garbage (blue can) Collected (tons)	2,899	8,069
Trash Collected (cubic yards)	1,709	5,127
Litter Crew Collection (in 50-gallon bags)	47	151
Street Sweeping Miles Swept	~157mi	~500 mi
Street Sweeping Material & Debris (tons)	157	567
Equipment Maintenance		
Repairs completed	427	1,375
Engineering		
ROW Permits Issued	67	167
ROW Permits Fees Received	$20,495	$28,095
Development Order Plans Reviewed	28	72
Building Permit Reviews	115	310
Full Survey Projects	5	19
ROW Determinations/Legal	4	9
Public Works Call Center		
Calls received	2,193	6,580
Streets & Drainage		
ROW Maintenance (miles mowed/maint.)	24mi	84mi
Drainage Ditch Cleared	17mi	58mi
Asphalt Crew – Asphalt installed (tons)	35	179
Potholes repaired	13	33
Utility Cuts repaired	15	70
Concrete Crew – Concrete poured (cubic yds.)	9	155
Environmental Compliance		
Sanitary Sewer Overflows (SSOs) reported	4	12
Stormwater Inspections	8	27
FOG Inspections	30	102