

1. **Call To Order**
2. **Roll Call**
3. **Approval Of Minutes For The Meeting Of November 12, 2025.**

Documents:

[11.12.2025 MINUTES INFRASTRUCTURE SURTAX.PDF](#)

4. **City Manager Comments**
5. **Financial Review And Approval Of Use Of Surtax Money, 10/01/2025 To 12/31/2025.**

Documents:

[INFRASTRUCTURE SURTAX SPREADSHEET 10.01.2025-12.31.2025.PDF](#)

6. **Public Participation**
7. **Adjournment**



MINUTES
INFRASTRUCTURE SURTAX CITIZEN'S COMMITTEE
NOVEMBER 12, 2025
1:00 P.M.

1. Call to Order.

Chairwoman Denise Rowan called the meeting to order at 1:03 p.m.

2. Roll Call.

Administrative Assistant to the City Clerk, Jan Edwards called the roll with the following Committee Members present: Charles Fontaine, David Smith, Vic Jones, and Chairwoman Denise Rowan. Committee Members absent: Fred Denecke.

3. Approval of minutes for the meeting of August 13, 2025.

Mr. Fontaine moved to approve the minutes of the August 13, 2025, meeting. On consensus all approved.

4. City Manager Comments.

City Manager, Jonathan Hayes, discussed the current Infrastructure Surtax projects in the City and answered questions.

5. Financial Review and approval of use of Surtax Money, 7/1/2025 To 9/30/2025.

City Manager, Jonathan Hayes, discussed the financial review and approval of use of surtax money, 7/1/2025 to 9/30/2025. Mr. Fontaine requested an inquiry to determine if the City passed the yearly audit.

Mr. Fontaine moved to approve the financial review and approval of the use of surtax money, 7/1/2025 to 9/30/2025. On consensus all approved.

6. Public Participation.

Kathleen O'Brian, 1455 Parkway Drive, Panama City; addressed the Board regarding informational signs about future roundabouts in the City.

7. Adjournment.

Mr. Fontaine moved to adjourn the meeting.

There being no further business, the meeting was adjourned at 1:55 p.m.

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 prior to the proceeding at telephone (850) 872-3014 for assistance; if hearing impaired, telephone (850) 872-3028 (TDD) for assistance.

Surtax Uses 10.1.25-12.31.25

Project/Check Date	Invoice #	Vendor	Check #	Amount	Estimated Cost	Total Surtax Spent	Remaining Bal
Utilize Infrastructure Surtax Funds for Underground Utility Improvements							
11/7/2025	09252025	JAMES R KELLY PA	499646	9,100.00			
11/21/2025	10282025	JAMES R KELLY PA	500013	7,085.00			
11/21/2025	11142025	JAMES R KELLY PA	500013	9,067.50			
		Total		25,252.50	175,000.00	129,512.50	45,487.50
Task Order #05 Transportation Impact Fee Study							
11/21/2025	33375396	KIMLEY HORN AND ASSOCIATES INC	500017	4,820.00			
12/19/2025	34063248	KIMLEY HORN AND ASSOCIATES INC	500636	9,640.00			
		Total		14,460.00	48,200.00	14,460.00	33,740.00
BA 3 Non-reimb. part HRP Proj Hometown Revitalization-First Baptist Parking Lot							
10/28/2025	Budget Amendment #3	From 105-4111 56500 to 301-8152 56500		33,123.00	33,123.00		
BA 7 FDOT Funding & Provide Local Match PC School Zone Safety A							
11/18/2025	Budget Amendment #7	From 105-4111 56500 to 170-4110 56500		106,323.00	106,323.00		
		Infrastructure Surtax Fund	Total	179,158.50	362,646.00	143,972.50	79,227.50



BURKE BLUE

LES W. BURKE *
ROB BLUE, JR.
EDWARD A. HUTCHISON, JR.
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RICHARD A. SHANK II
GRAHAM CLARKE ***
SANDRA A. WILSON *
CAROLINE LACOUR SMITH *
THOMAS D. STRINGER, J.D., LAW CLERK **

September 25, 2025

Jonathan H. Hayes, City Manager
City of Panama City
501 Harrison Ave.
Panama City, FL 32401

RE: Approval for payment of an invoice from James R. Kelly P.A.

Dear Jonathan:

Please find attached an invoice for the month of August 2025, in the amount totaling \$9,100.00 that represents time spent by Mr. Kelly and his associates assisting Panama City on issues related to under-grounding power and communication utilities.

Attached also is Mr. Kelly's engagement letter from James R. Kelly, P.A. dated September 23, 2025.

I have reviewed and approve for payment.

Sincerely,



Nevin J. Zimmerman
City Attorney

Cc: Janette Smith, CPA, CMC, City Clerk-Treasurer
Clint Murphy, Director Public Works

JAMES R. KELLY, P.A.
ATTORNEY AT LAW

September 25, 2025

Mr. Jonathan Hayes
City Manager
City of Panama City
501 Harrison Avenue
Panama City, FL 32401

IN RE: REPRESENTATION FOR CITY OF PANAMA CITY

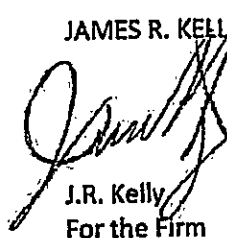
Dear Mr. Hayes:

Enclosed is an invoice for services rendered for the month of August 2025, along with a detailed billing statement. Please remit payment in accordance with my letter of engagement to James R. Kelly, P.A., at 359 Milestone Drive, Tallahassee, Florida 32312.

Thank you again for the opportunity to be of service. Please feel free to call me if you need additional services or have any questions regarding this invoice.

Sincerely,

JAMES R. KELLY, P.A.



J.R. Kelly
For the Firm

JRK/jk
Enclosure

KELLYJR2694@GMAIL.COM | (850) 528 - 2421 | JRKELLYPA.COM
359 MILESTONE DR | TALLAHASSEE, FL | 32312

JAMES R. KELLY, P.A.
ATTORNEY AT LAW

INVOICE

Prepared for:

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

September 25, 2025

Description of Work: Strategic services re advice and counsel for the City in connection with work related to utility issues.

Hours: 28

Hourly rate: \$325.00

Total for hours: \$9,100.00

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359 MILESTONE DR | TALLAHASSEE, FL | 32312

JAMES R. KELLY, P.A.

ATTORNEY AT LAW

INVOICE DETAIL

DATE	DESCRIPTION	HOURS
8/5/25	Communications re Public Works matters; Discussions re scope of utility coordination; Review notes from prior communications; Update project planning file.	2.5
8/7/25	Research recent Public Service Commission filings on undergrounding; Internal communications re compliance steps; Prepare working notes.	1.7
8/12/25	Communications with consulting engineer re infrastructure timelines; Review draft materials; Update internal records for project strategy.	1.8
8/14/25	Review correspondence from stakeholders concerning telecommunications co-location issues; Analyze impacts on project phases; Draft outline for next steps.	1.5
8/19/25	Review municipal records on easement issues; Internal meetings re scope of regulatory compliance; Prepare draft briefing on preliminary findings.	1.8
8/20/25	Communications re strategy for City; Discuss rate case implications; Review notes from regulatory review; Align next steps with internal strategy; Communications with consulting engineer; prepare for meeting with City.	2.8
8/21/25	Zoom meeting with City representatives; Review progress on undergrounding issues; Present consulting engineer's findings re utility's documentation; Discuss telecommunications matters; Provide guidance on responses to utility requests.	3.2
8/22/25	Prepare memorandum to City re rate case matters; Analyze relevant filings; Draft recommendations for upcoming deadlines and submission strategy.	2.0
8/25/25	Communications with consulting engineer; Review and revise contents of letter to utility; Finalize memorandum to City; Prepare for transmission.	2.4
8/26/25	Review storm hardening docket materials; Review correspondence from consulting engineer to Public Works; Update internal notes regarding compliance strategies.	3.1
8/27/25	Communications with consulting engineer; discussions re documentation from utility and strategy forward; draft communications to utility.	3.1
8/28/25	Read, review, and revise draft correspondence from consulting engineer to electric utility; Correspondence in connection with same; Update project notes.	2.1

Total hours – 28

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359 MILESTONE DR | TALLAHASSEE, FL | 32312**

JAMES R. KELLY, P.A.
ATTORNEY AT LAW

September 23, 2024

Mr. Jonathan Hayes
City Manager, City of Panama City
501 Harrison Avenue
Panama City, FL 32401

IN RE: REPRESENTATION FOR CITY OF PANAMA CITY, FLORIDA

Dear Mr. Hayes:

Based on my discussions with City of Panama City, Florida ("City") officials, this letter will confirm the continued engagement to provide legal services between the City and my law firm, James R. Kelly, P.A., ("Firm") to represent the City in connection with issues regarding the undergrounding of electrical facilities. On behalf of the Firm, I am sending you this engagement letter, which describes the general principles, terms, and conditions that will govern my work for the City.

As discussed, and subject to the City's approval, this engagement will involve the Firm representing the City by providing advice, counsel, and if necessary, legal representation, in connection with the City's efforts to pursue the undergrounding of electrical and communications infrastructure and facilities within its City boundaries and opportunities for renewable energy and green technologies available to City residents and businesses related to same; government grants and other public funding mechanisms available to the City related to such undergrounding, renewable energy, and green technologies; and the City entering into or amending agreements and/or other arrangements with utilities and communications providers, including but not limited to franchise agreements. This work may involve the Firm engaging assistance, subconsultants, and/or subcontractors, including but not limited to experts and engineers who may be retained to assist in this representation as necessary for the performance of the engagement. All such work shall be performed at and under the direction of the Firm, and the Firm will report to the City Attorney or their designee as the City's client representative.

All work performed by the Firm (including outside assistance, subconsultants, and subcontractors) shall be billed through the Firm and charged on an hourly basis at a rate of \$325 per hour. I am sensitive to the cost of legal services and understand that every client wishes to avoid unnecessary expenses. Accordingly, I will use my best efforts to ensure that my work for the City is performed as efficiently and cost-effectively as possible. Given our valued and ongoing relationship, no retainer is required for this representation.

The Firm will provide the City with itemized monthly invoices for services provided. The invoice will identify each task performed and the amount of fees for the tasks performed. The invoices will also identify any out-of-pocket costs or expenses for which the Firm is requesting

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JAMES R. KELLY, P.A.

ATTORNEY AT LAW

reimbursement; the Firm will not apply any form of mark-up to such cost or expenses. Typical out-of-pocket costs and expenses include photocopying costs; telecopying costs; reasonable travel expenses; express courier service (e.g., Federal Express or UPS) charges; extraordinary postage expenses (e.g., Express Mail or postage expenses for a large-volume mailing); computer research charges; court reporting fees; filing fees; and recording costs. The Firm's requests for reimbursements from the City for meals, per diem, and travel, if any, will be limited to conform to the restrictions contained in Section 112.061, Florida Statutes, for state employees. To the extent necessary and expressly requested by the City, the Firm will assist the City in identifying and recruiting expert witnesses and litigation consultants for litigation or regulatory cases. Should such expert witnesses or litigation consultants be required, however, the Firm will expect the City to pay any experts and litigation consultants directly for their services.

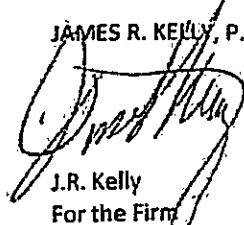
I recognize that the City may have other specific limitations on reimbursements for costs and out-of-pocket expenditures. To that end, the Firm will comply with any reasonable limitations imposed by the City; however, I ask that such limitations be identified now, thus avoiding confusion and billing issues later. At this time, it appears that any out-of-pocket costs for this matter would be nominal.

Firm Invoices are payable upon receipt. If invoices are not paid within forty-five (45) days after they are delivered to the City, the Firm may charge interest on the outstanding balance at the rate of 1.0% monthly (12% per annum), which is consistent with the requirements established by the Florida Legislature in the Florida Prompt Payment Act, Sections 218.70 et seq., Florida Statutes. The Firm also reserves the right to withdraw from our representation of the City if invoices are not paid in a timely manner. I am not aware of any conflicts of interest that will arise due to the Firm's representation of the City. Of course, I will notify you promptly if I become aware of a conflict of interest that arises in the future due to any existing or potential representation of the City.

I hope that this proposal is acceptable to the City. If so, please sign in the space indicated below and return a copy of this engagement letter to me. I will deem the engagement to be effective upon your execution of this letter. My signature below confirms the Firm's agreement to the engagement on the terms set forth above. Thank you again for the opportunity to be of service. I look forward to working with you and the Panama City team. Please feel free to call me any time if you have any questions.

Sincerely,

JAMES R. KELLY, P.A.



J.R. Kelly
For the Firm

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359 MILESTONE DR | TALLAHASSEE, FL | 32312

JAMES R. KELLY, P.A.
ATTORNEY AT LAW

Accepted and agreed to this 11th day of February, 2025

PANAMA CITY, FLORIDA

By: Michael X Rohan Sr.
Michael X Rohan, Sr.
Print Name and Title

APPROVED AS TO FORM AND CORRECTNESS:

Nevin J. Zimmerman
Nevin J. Zimmerman, City Attorney
Burke Blue P.A.

KELLYJR2694@GMAIL.COM | (850) 528 - 2421 | JRKELLYPA.COM
359 MILESTONE DR | TALLAHASSEE, FL | 32312

not paid

BURKE BLUE



LES W. BURKE*
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CAROLINE LA COUR SMITH*
THOMAS D. STRINGER, J.D., LAW CLERK**

October 28, 2025

Jonathan H. Hayes, City Manager
City of Panama City
501 Harrison Ave.
Panama City, FL 32401

RE: Approval for payment of an invoice from James R. Kelly P.A.

Dear Jonathan:

Please find attached an invoice for the month of September 2025, in the amount totaling \$7,085.00 that represents time spent by Mr. Kelly and his associates assisting Panama City on issues related to under-grounding power and communication utilities.

Attached also is Mr. Kelly's engagement letter from James R. Kelly, P.A. dated September 23, 2025.

I have reviewed and approve for payment.

Sincerely,

Nevin J. Zimmerman
City Attorney

Cc: Janette Smith, CPA, CMC, City Clerk-Treasurer
Clint Murphy, Director Public Works

BURKE BLUE HUTCHISON SMITH ZIMMERMAN BURKE MARLER
PANAMA CITY OFFICE - 221 MCKENZIE AVENUE, PANAMA CITY, FLORIDA 32401 - 850-769-1414 (P) 850-784-0857 (F)
WWW.BURKEBLUE.COM

JAMES R. KELLY, P.A.
ATTORNEY AT LAW

October 21, 2025

Mr. Jonathan Hayes
City Manager
City of Panama City
501 Harrison Avenue
Panama City, FL 32401

IN RE: REPRESENTATION FOR CITY OF PANAMA CITY

Dear Mr. Hayes:

Enclosed is an invoice for services rendered for the month of September 2025, along with a detailed billing statement. Please remit payment in accordance with my letter of engagement to James R. Kelly, P.A., at 359 Milestone Drive, Tallahassee, Florida 32312.

Thank you again for the opportunity to be of service. Please feel free to call me if you need additional services or have any questions regarding this invoice.

Sincerely,

JAMES R. KELLY, P.A.



J.R. Kelly
For the Firm

JRK/jk
Enclosure

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JAMES R. KELLY, P.A.
ATTORNEY AT LAW

INVOICE

Prepared for:

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

October 21, 2025

Description of Work: Strategic services re advice and counsel for the City in connection with work related to utility issues.

Hours: 21.8

Hourly rate: \$325.00

Total for hours: \$7,085.00

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359 MILESTONE DR | TALLAHASSEE, FL | 32312**

JAMES R. KELLY, P.A.

ATTORNEY AT LAW

INVOICE DETAIL

DATE	DESCRIPTION	HOURS
9/2/25	Review recent Florida Public Service Commission updates on undergrounding; Analyze Implications for municipal coordination; Draft internal summary outlining follow-up actions and regulatory touchpoints.	1.7
9/3/25	Review prior correspondence with consulting engineer; Prepare communication regarding project phasing and coordination; Analyze current docketed materials related to City Infrastructure Initiatives.	1.2
9/5/25	Communications with stakeholders on project planning; Review feedback from City representatives; Update internal notes and develop recommended next steps for coordination with the utility.	1.3
9/9/25	Internal meetings re franchise agreement implications; Review utility correspondence on billing and pass-through procedures; Draft internal strategy document for City consideration.	1.8
9/12/25	Review public records on utility construction plans; Analyze statutory language related to undergrounding; Communications with City on planning schedule and City resolution compliance	1.5
9/15/25	Review correspondence from City regarding ongoing utility coordination; Analyze issues raised concerning project scheduling; Update memorandum summarizing project communication and action items.	1.2
9/16/25	Review correspondence from City regarding franchise matters; Analyze related documentation from the utility; Prepare draft note on implications for project timeline and compliance efforts.	1.3
9/18/25	Communications with consulting engineer regarding transformer replacement plan; Review regulatory documentation; Update internal technical memorandum.	1.5
9/19/25	Review Infrastructure Issues related to telecommunications providers; Analyze internal communications from strategic advisor; Prepare response strategy; Consulting engineer meetings with City representatives.	2.6
9/21/25	Review correspondence from consulting engineer regarding project scheduling and design coordination; Analyze attachments related to electric utility data; Update internal report.	1.7
9/24/25	Review public utility docket filings; Analyze correspondence related to ordinance compliance; Discuss follow-up approach with consulting engineer.	1.2
9/26/25	Review correspondence from City and consulting engineer re utility documentation; Prepare follow-up draft re project updates and compliance procedures.	1.8

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9/29/25	Read and review correspondence between consulting engineer and Public Works; Analyze proposed solutions; Internal meetings regarding project deliverables and progress reporting.	1.4
9/30/25	Communications with City re utility meeting summary; Review documentation from consulting engineer; Prepare outline of issues for next coordination session.	1.6

Total hours – 21.8

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JAMES R. KELLY, P.A.
ATTORNEY AT LAW

September 23, 2024

Mr. Jonathan Hayes
City Manager, City of Panama City
501 Harrison Avenue
Panama City, FL 32401

IN RE: REPRESENTATION FOR CITY OF PANAMA CITY, FLORIDA

Dear Mr. Hayes:

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reimbursement; the Firm will not apply any form of mark-up to such cost or expenses. Typical out-of-pocket costs and expenses include photocopying costs; telecopying costs; reasonable travel expenses; express courier service (e.g., Federal Express or UPS) charges; extraordinary postage expenses (e.g., Express Mail or postage expenses for a large-volume mailing); computer research charges; court reporting fees; filing fees; and recording costs. The Firm's requests for reimbursements from the City for meals, per diem, and travel, if any, will be limited to conform to the restrictions contained in Section 112.061, Florida Statutes, for state employees. To the extent necessary and expressly requested by the City, the Firm will assist the City in identifying and recruiting expert witnesses and litigation consultants for litigation or regulatory cases. Should such expert witnesses or litigation consultants be required, however, the Firm will expect the City to pay any experts and litigation consultants directly for their services.

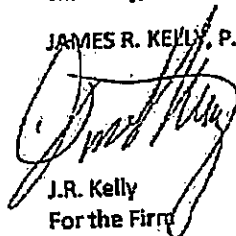
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I hope that this proposal is acceptable to the City. If so, please sign in the space indicated below and return a copy of this engagement letter to me. I will deem the engagement to be effective upon your execution of this letter. My signature below confirms the Firm's agreement to the engagement on the terms set forth above. Thank you again for the opportunity to be of service. I look forward to working with you and the Panama City team. Please feel free to call me any time if you have any questions.

Sincerely,

JAMES R. KELLY, P.A.



J.R. Kelly
For the Firm

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JAMES R. KELLY, P.A.
ATTORNEY AT LAW

Accepted and agreed to this 11th day of February, 2024

PANAMA CITY, FLORIDA

By: Michael X. Rohan Sr.
Michael X Rohan, Sr.
Print Name and Title

APPROVED AS TO FORM AND CORRECTNESS:

Nevin J. Zimmerman
Nevin J. Zimmerman, City Attorney
Burke Blue P.A.

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THOMAS D. STRINGER, J.D., LAW CLERK**

November 14, 2025

Jonathan H. Hayes, City Manager
City of Panama City
501 Harrison Ave.
Panama City, FL 32401

RE: Approval for payment of an invoice from James R. Kelly P.A.

Dear Jonathan:

Please find attached an invoice for the month of October 2025, in the amount totaling \$9,067.50 that represents time spent by Mr. Kelly and his associates assisting Panama City on issues related to under-grounding power and communication utilities.

Attached also is Mr. Kelly's engagement letter from James R. Kelly, P.A. dated September 23, 2025.

I have reviewed and approve for payment.

Sincerely,

Nevin J. Zimmerman
City Attorney

Cc: Janette Smith, CPA, CMC, City Clerk-Treasurer
Clint Murphy, Director Public Works

JAMES R. KELLY, P.A.
ATTORNEY AT LAW

November 14, 2025

Mr. Jonathan Hayes
City Manager
City of Panama City
501 Harrison Avenue
Panama City, FL 32401

IN RE: REPRESENTATION FOR CITY OF PANAMA CITY

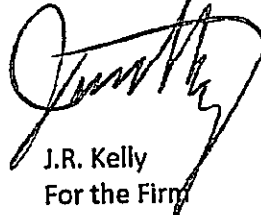
Dear Mr. Hayes:

Enclosed is an invoice for services rendered for the month of October 2025, along with a detailed billing statement. Please remit payment in accordance with my letter of engagement to James R. Kelly, P.A., at 359 Milestone Drive, Tallahassee, Florida 32312.

Thank you again for the opportunity to be of service. Please feel free to call me if you need additional services or have any questions regarding this invoice.

Sincerely,

JAMES R. KELLY, P.A.



J.R. Kelly
For the Firm

JRK/jk
Enclosure

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JAMES R. KELLY, P.A.
ATTORNEY AT LAW

INVOICE

Prepared for:

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

November 14, 2025

Description of Work: Strategic services re advice and counsel for the City in connection with work related to utility issues.

Hours: 27.9

Hourly rate: \$325.00

Total for hours: \$9,067.50

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JAMES R. KELLY, P.A.

ATTORNEY AT LAW

INVOICE DETAIL

DATE	DESCRIPTION	HOURS
10/2/25	Review Florida Public Service Commission filings re undergrounding and cost recovery; Correspondence re preparation of communications with utility; Internal discussions re same; Communications with consulting engineer re same; Meeting with consulting engineer re technical issues.	2.9
10/3/25	Review correspondence from consulting engineer re updated project scope; Draft and prepare communications to City re course of dealing with utility; Evaluate revisions to technical documentation; Prepare internal notes addressing engineering and regulatory considerations.	1.2
10/6/25	Communications with City re policy coordination and project sequencing; Discuss next steps re correspondence to utility; Review current docketed activity and update timeline notes.	1.7
10/8/25	Review stakeholder correspondence concerning telecommunications trenching and equipment placement; Internal discussions re same; Draft outline for City discussion.	1.6
10/9/25	Review and analyze recent legal guidance re infrastructure; Communications with consulting engineer; Review correspondence between consulting engineer and utility; Revise and update correspondence to utility; Prepare memorandum identifying potential adjustments in franchise interpretation.	1.2
10/10/25	Communications re coordination of upcoming infrastructure work; Review project timelines and confirm action items with City stakeholders; Update internal status summary; Communications between consulting engineer and utility.	1.9
10/13/25	Review consulting engineer's project update on undergrounding progress; Communications with consulting engineer re schedule alignment and deliverables; Analyze scheduling impacts caused by utility coordination; Prepare correspondence summarizing findings.	1.2
10/15/25	Communications with consulting engineer re coordination with utility and information requested; Meeting with consulting engineer re project planning; Review documents on joint strategy; Update compliance tracking documentation.	1.9
10/16/25	Team lead meeting and post-mortem re project status; Review materials from consulting engineer; Draft communications for consulting engineer use with utility; Analyze timing implications for next utility coordination milestone.	1.8
10/17/25	Review documentation on easements; Discuss relevant statute interpretations with internal team; Draft legal outline for consideration in ongoing discussions by consulting engineer with utility.	1.6

KELLYJR2694@GMAIL.COM | (850) 528 - 2421 | JRKELLYPA.COM
359 MILESTONE DR | TALLAHASSEE, FL | 32312

JAMES R. KELLY, P.A.

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10/20/25	Communications with City re rate case procedural filings; Meeting with consulting engineer re strategic matters and coordination with Public Works; Review current filings and highlight implications for City infrastructure.	1.2
10/21/25	Meeting between consulting engineer and utility; Communications with consulting engineer and utility; Communications with consulting engineer.	2.4
10/22/25	Analyze City policy alignment with utility infrastructure upgrades; Communications re grid modernization proposals related to other utilities; Prepare documentation on coordination protocols.	1.4
10/23/25	Review correspondence from consulting engineer; Internal communications re same; Meeting with consulting engineer; Update documentation for next lead team meeting.	1.9
10/27/25	Review correspondence re undergrounding placement; Draft recommendations.	1.2
10/29/25	Internal meeting re regulatory matters and utility follow-up; Review regulatory records related to utility filings; Prepare draft summary on anticipated regulatory actions.	1.6
10/30/25	Communications re project progress with consulting engineer; Review newly issued state documentation on undergrounding programs; Prepare notes for inclusion in next month's lead team meeting.	1.2

Total hours – 27.9

JAMES R. KELLY, P.A.
ATTORNEY AT LAW

September 23, 2024

Mr. Jonathan Hayes
City Manager, City of Panama City
501 Harrison Avenue
Panama City, FL 32401

IN RE: REPRESENTATION FOR CITY OF PANAMA CITY, FLORIDA

Dear Mr. Hayes:

Based on my discussions with City of Panama City, Florida ("City") officials, this letter will confirm the continued engagement to provide legal services between the City and my law firm, James R. Kelly, P.A., ("Firm") to represent the City in connection with issues regarding the undergrounding of electrical facilities. On behalf of the Firm, I am sending you this engagement letter, which describes the general principles, terms, and conditions that will govern my work for the City.

As discussed, and subject to the City's approval, this engagement will involve the Firm representing the City by providing advice, counsel, and if necessary, legal representation, in connection with the City's efforts to pursue the undergrounding of electrical and communications infrastructure and facilities within its City boundaries and opportunities for renewable energy and green technologies available to City residents and businesses related to same; government grants and other public funding mechanisms available to the City related to such undergrounding, renewable energy, and green technologies; and the City entering into or amending agreements and/or other arrangements with utilities and communications providers, including but not limited to franchise agreements. This work may involve the Firm engaging assistance, subconsultants, and/or subcontractors, including but not limited to experts and engineers who may be retained to assist in this representation as necessary for the performance of the engagement. All such work shall be performed at and under the direction of the Firm, and the Firm will report to the City Attorney or their designee as the City's client representative.

All work performed by the Firm (including outside assistance, subconsultants, and subcontractors) shall be billed through the Firm and charged on an hourly basis at a rate of \$325 per hour. I am sensitive to the cost of legal services and understand that every client wishes to avoid unnecessary expenses. Accordingly, I will use my best efforts to ensure that my work for the City is performed as efficiently and cost-effectively as possible. Given our valued and ongoing relationship, no retainer is required for this representation.

The Firm will provide the City with itemized monthly invoices for services provided. The invoice will identify each task performed and the amount of fees for the tasks performed. The invoices will also identify any out-of-pocket costs or expenses for which the Firm is requesting

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reimbursement; the Firm will not apply any form of mark-up to such cost or expenses. Typical out-of-pocket costs and expenses include photocopying costs; telecopying costs; reasonable travel expenses; express courier service (e.g., Federal Express or UPS) charges; extraordinary postage expenses (e.g., Express Mail or postage expenses for a large-volume mailing); computer research charges; court reporting fees; filing fees; and recording costs. The Firm's requests for reimbursements from the City for meals, per diem, and travel, if any, will be limited to conform to the restrictions contained in Section 112.061, Florida Statutes, for state employees. To the extent necessary and expressly requested by the City, the Firm will assist the City in identifying and recruiting expert witnesses and litigation consultants for litigation or regulatory cases. Should such expert witnesses or litigation consultants be required, however, the Firm will expect the City to pay any experts and litigation consultants directly for their services.

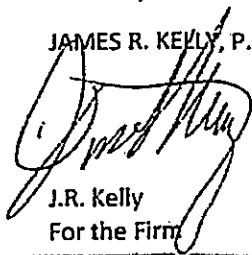
I recognize that the City may have other specific limitations on reimbursements for costs and out-of-pocket expenditures. To that end, the Firm will comply with any reasonable limitations imposed by the City; however, I ask that such limitations be identified now, thus avoiding confusion and billing issues later. At this time, it appears that any out-of-pocket costs for this matter would be nominal.

Firm invoices are payable upon receipt. If invoices are not paid within forty-five (45) days after they are delivered to the City, the Firm may charge interest on the outstanding balance at the rate of 1.0% monthly (12% per annum), which is consistent with the requirements established by the Florida Legislature in the Florida Prompt Payment Act, Sections 218.70 et seq., Florida Statutes. The Firm also reserves the right to withdraw from our representation of the City if invoices are not paid in a timely manner. I am not aware of any conflicts of interest that will arise due to the Firm's representation of the City. Of course, I will notify you promptly if I become aware of a conflict of interest that arises in the future due to any existing or potential representation of the City.

I hope that this proposal is acceptable to the City. If so, please sign in the space indicated below and return a copy of this engagement letter to me. I will deem the engagement to be effective upon your execution of this letter. My signature below confirms the Firm's agreement to the engagement on the terms set forth above. Thank you again for the opportunity to be of service. I look forward to working with you and the Panama City team. Please feel free to call me any time if you have any questions.

Sincerely,

JAMES R. KELLY, P.A.



J.R. Kelly
For the Firm

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JAMES R. KELLY, P.A.
ATTORNEY AT LAW

Accepted and agreed to this 11th day of February, 2025

PANAMA CITY, FLORIDA

By:

Michael X Rohan Sr.

Michael X Rohan, Sr.
Print Name and Title

APPROVED AS TO FORM AND CORRECTNESS:

Nevin J. Zimmerman
Nevin J. Zimmerman, City Attorney
Burke Blue P.A.

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359 MILESTONE DR | TALLAHASSEE, FL | 32312

PO 2025-2347

Kimley»Horn

Invoice for Professional Services

Please remit payment electronically to:

Account Name: KIMLEY-HORN AND ASSOCIATES, INC.
Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104
Account Number: 2073089159554
ABA#: 121000248
Please send remittance information to: payments@kimley-horn.com

If paying by check, please remit to:

KIMLEY-HORN AND ASSOCIATES, INC.
P.O. BOX 932520
ATLANTA, GA 31193-2520

CITY OF PANAMA CITY, FL
ATTN: MICHAEL FULLER
501 HARRISON AVENUE
PANAMA CITY, FL 32401

Invoice Amount: \$4,820.00

Invoice No: 33375396
Invoice Date: Oct 31, 2025

Project No: 242339004.1
Project Name: TWO 5 IMPACT FEE STUDY
Project Manager: PETERSON, HADLEY

Federal Tax Id: 56-0885615
For Services Rendered through Oct 31, 2025

Client Reference: MSA DATED 10/12/2021
TWO 5
PO# PENDING

LUMP SUM

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
TOTAL FEE AUTHORIZED	48,200.00	10.00%	4,820.00	0.00	4,820.00
Subtotal	48,200.00	10.00%	4,820.00	0.00	4,820.00
Total LUMP SUM					4,820.00

Total Invoice: \$4,820.00

Amanda Eucanias
11/13/25

PO 2025-2347

Kimley»Horn

Invoice for Professional Services

Please remit payment electronically to:

Account Name: KIMLEY-HORN AND ASSOCIATES, INC.
Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104
Account Number: 2073089159554
ABA#: 121000248
Please send remittance information to: payments@kimley-horn.com

If paying by check, please remit to:

KIMLEY-HORN AND ASSOCIATES, INC.
P.O. BOX 932520
ATLANTA, GA 31193-2520

CITY OF PANAMA CITY, FL
ATTN: MICHAEL FULLER
501 HARRISON AVENUE
PANAMA CITY, FL 32401

Federal Tax Id: 56-0885615
For Services Rendered through Nov 30, 2025

Invoice Amount: \$9,640.00

Invoice No: 34063248
Invoice Date: Nov 30, 2025

Project No: 242339004.1
Project Name: TWO 5 IMPACT FEE STUDY
Project Manager: PETERSON, HADLEY

Client Reference: MSA DATED 10/12/2021
TWO 5

LUMP SUM

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
TOTAL FEE AUTHORIZED	48,200.00	30.00%	14,460.00	4,820.00	9,640.00
Subtotal	48,200.00	30.00%	14,460.00	4,820.00	9,640.00
Total LUMP SUM					9,640.00

Total Invoice: \$9,640.00

Amanda Escamilla
12/10/25

RESOLUTION NO. 20251028.2**A RESOLUTION PROVIDING FOR THE AMENDMENT OF THE APPROVED FISCAL YEAR 2025-2026 BUDGET FOR THE NON-REIMBURSABLE PORTION OF THE HRP PROJECT HOMETOWN REVITALIZATION – FIRST BAPTIST PARKING LOT.**

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:

	<u>INCREASE</u>
<u>CDBG-DR FUND REVENUES</u>	
301.0000.366.022 – Third Party Contributions Project 842.4	\$33,123
301.0000.381.100 – Interfund Transfers Project 842.4	\$33,123
<u>CDBG-DR FUND APPROPRIATIONS</u>	
301.8152.56500 – Construction in Progress Project 842.4	\$66,246
<u>INFRASTRUCTURE SURTAX FUND APPROPRIATIONS</u>	
105.4111.56500 – Construction in Progress	(\$33,123)
105.8800.59132 – Transfer to Capital Project Funds	\$33,123

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 28th day of October, 2025.

CITY OF PANAMA CITY, FLORIDA

By: _____

Allan Branch, Mayor

Attest: _____

Janette Smith, CPA, CMC, City Clerk-Treasurer

APPROVED AS TO FORM AND CORRECTNESS:

Nevin J. Zimmerman, City Attorney
Burke Blue P.A.

RESOLUTION NO. 20251118.4

A RESOLUTION PROVIDING FOR THE AMENDMENT OF THE APPROVED FISCAL YEAR 2025-2026 BUDGET TO ACCEPT AND EXPEND FUNDING FROM FDOT AND PROVIDE THE LOCAL MATCH FOR THE PLANNING OF PANAMA CITY SCHOOL ZONE SAFETY PROJECT.

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:

	<u>INCREASE</u>
<u>GENERAL GRANT FUND REVENUES</u>	
170.0000.334.923 – FL DOT, <i>Project 981.1</i>	\$350,000
170.0000.381.100 – Interfund Transfers, <i>Project 981.1</i>	\$106,323
<u>GENERAL GRANT FUND APPROPRIATIONS</u>	
170.4110.56500 – Construction in Progress, <i>Project 981.1</i>	\$456,323
<u>INFRASTRUCTURE SURTAX FUND APPROPRIATIONS</u>	
105.4111.56500 – Construction in Progress	(\$106,323)
105.8800.59170 – Transfer to Grant Fund	\$106,323

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 18th day of November, 2025.

CITY OF PANAMA CITY, FLORIDA

By: _____

Allan Branch, Mayor

Attest:

Janette Smith, CPA, CMC, City Clerk-Treasurer

APPROVED AS TO FORM AND CORRECTNESS:

Nevin J. Zimmerman, City Attorney
Burke Blue P.A.