



City of Panama City

AGENDA

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.

Documents:

[01.13.2026 MINUTES COMMISSION MEETING DRAFT.PDF](#)

4. Additions, Deletions and Modifications.
5. Community Announcements.
6. Audience Participation (Each speaker is limited to three (3) minutes).
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 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)

Documents:

[AGENDA ITEM REQUEST FOR FLLUXE ON 03-07,08-26.PDF](#)

[SPECIAL EVENTS APPLICATION FOR FLLUXE ON 03-07,08-26.PDF](#)

[SITE MAP FOR FLLUXE ON 03-07,08-26.PNG](#)

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)

Documents:

[AGENDA ITEM REQUEST FOR IRISH YOU WERE IN THE DREWS ON 03-14-26.PDF](#)

[SPECIAL EVENTS APPLICATION FOR IRISH YOU WERE IN THE DREWS ON 03-14-26.PDF](#)

[SITE MAP FOR IRISH YOU WERE IN THE DREWS ON 03-14-26.JPG](#)

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.

Documents:

[AGENDA ITEM FORM FOR BLESSING OF THE FLEET ON 05-02-26.PDF](#)
[SPECIAL EVENTS APPLICATION FOR BLESSING OF THE FLEET ON 05-02-26.PDF](#)
[SITE MAP FOR BLESSING OF THE FLEET ON 05-02-26.PNG](#)

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

Documents:

[AGENDA ITEM REQUEST - K-9 MERCY.PDF](#)
[DEFUNIAK SPRINGS PD K-9 MERCY TRANSFER TO PCPD_25NOV25.PDF](#)

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.

Documents:

[AGENDA ITEM - CHANGE ORDER 2 RAC BARGE AREA D-15 01162026.PDF](#)
[BACKUP - AREA D-15 CHANGE ORDER 2 1152026.PDF](#)

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.

Documents:

[AGENDA ITEM - CHANGE ORDER 3 MAINLINE BARGE AREA D-14 01162026.PDF](#)
[BACKUP - CHANGE ORDER 3 D-14 01162026.PDF](#)

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

Documents:

[AGENDA ITEM REQUEST DISCOVERY LOOP RENAMING.PDF](#)
[INDIGO STREET EMAIL.PDF](#)

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.

Documents:

[AGENDA ITEM REQUEST PROJECT HOMETOWN REVITALIZATION PROGRAM GREG ABRAMS.PDF](#)

PC26-005 ABRAMS SEAFOOD CERTIFIED BID TABULATION_FLA.PDF
260116_HRP ABRAMS SEAFOOD_PROJECT BID AWARD REC
LETTER_FLA.PDF
A105-2017 - SHORT FORM OWNER CONTRACTOR AGREEMENT - GREG
ABRAMS SEAFOOD_UNEXECUTED.PDF

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.

Documents:

AGENDA ITEM REQUEST PELLERA.PDF
TECHNOLOGY_INTEGRATION_GROUP.116078.V1.2.PDF

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.

Documents:

NOTICE OF TERM EXPIRATION ON THE GENERAL EMPLOYEE
RETIREMENT FUND BOARD.PDF

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

Documents:

NOTICE OF TERM EXPIRATIONS ON THE INFRASTRUCTURE SURTAX
CITIZENS COMMITTEE 01.27.2026.PDF

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

Documents:

MEMO THIRD AMENDMENT TO TRIUMPH GRANT AWARD
AGREEMENT.PDF
THIRD AMENDMENT TO GRANT AWARD AGREEMENT.PDF
GRANT AWARD AGREEMENT TRIUMPH GULF COAST, INC., THE CITY OF
PANAMA CITY AND EASTERN SHIPBUILDING GROUP, INC..PDF

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.

Documents:

AGENDA ITEM REQUEST COMM STA FDOT 2ND AMENDED JPA BECK
AVE 010526 .PDF
STA FDOT US98 BECK AVE ASZ65 2ND AMENDED JPA 010526.PDF
RESOLUTION 20260127.2.PDF

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 (FDEP) Florida Boating Improvement Program (FBIP)

Documents:

[AGENDA ITEM REQUEST FORM FOR RESOLUTION NO. 20260127.3 FDEP GRANT APPLICATION FOR BOATING IMPROVEMENT PROGRAM.PDF](#)
[RESOLUTION OF LOCAL SUPPORT PC MARINA - JANUARY 2026.PDF](#)

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

Documents:

[AGENDA ITEM - RESOLUTION IN SUPPORT OF FDOT IMPROVEMENTS TO HARRISON AVE..PDF](#)
[BACKUP - RESOLUTION 20260127.5 SUPPORT FOR IMPROVED PEDESTRIAN SAFETY ON HARRISON AVE NEXT TO BAY HIGH.PDF](#)
[BACKUP - EXHIBIT A - BAY HIGH SCHOOL PEDESTRIAN IMPROVEMENTS.PDF](#)

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.

Documents:

[AGENDA ITEM REQUEST VEHICLE LEASE.PDF](#)
[BANCORP QUOTE.PDF](#)

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

Documents:

[AIR FOR MLK REC CENTER FACILITY ACCESS AND MEMBERSHIP - 01-16-26.PDF](#)
[MLK MEMBERSHIP PRICING.PDF](#)

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

10. Motion to Adjourn.

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



**MINUTES
CITY OF PANAMA CITY
CITY COMMISSION MEETING
840 WEST 11TH STREET
JANUARY 13, 2026, 8:00 A.M.**

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

City Clerk-Treasurer Janette Smith called the roll with the following members present: Mayor Allan Branch, Commissioners Robbie Hughes, Janice Lucas, 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 Hughes moved to approve the minutes for the December 16, 2025, Commission Meeting. On a roll call vote, Commissioners Robbie Hughes, Janice Lucas, Brian Grainger, Josh Street and Mayor Allan Branch voted "YEA". "NAYS" - none. The City Clerk certified the motion passed by a 5-0 vote.

4. Additions, Deletions and Modifications.

City Manager Jonathan Hayes requested combining item 11.d. with item 11.f., moving the report on water meter status to item 11. f., and adding a request for additional authorization for Mardi Gras Special Event as item 11.d.

Commissioner Street requested a discussion on trash service as item 12.

City Attorney Nevin Zimmerman requested item 11.e. report and discussion on the cost to settle expenses to City Marina Partners be removed from the agenda and moved forward.

Commissioner Robbie Hughes requested the addition of a discussion on priorities and spending as item 7.a. after audience participation.

Commissioner Grainger motioned for approval of all additions, deletions and modifications discussed. On a roll call vote, Commissioners Robbie Hughes, Janice Lucas, Brian Grainger, Josh Street and Mayor Allan Branch voted "YEA". "NAYS" - none. The City Clerk certified the motion passed by a 5-0 vote.

5. Community Announcements.

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

5.a. Junior Leadership Bay Recognition.

The Mayor and Commissioners recognized this year's Junior Leadership Bay class.

6. Public Hearings.

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

Mayor Branch announced the public hearing.

Muhammad Shams, 109 Alabama Ave., Lynn Haven addressed the Commission.

Director of Development Services Michael Fuller addressed the Commission.

Walter P Henry, 614 Maple Ave., Panama City; Vanessa Dunnigan, 727 Arrow St., Parker; addressed the Commission.

Director of Development Services Michael Fuller addressed the Commission and answered questions.

Commissioner Grainger motioned to table the final reading of Ordinance 3294 for 60 days.

Commissioner Grainger modified his motion to include authorization for the City Attorney to negotiate an extension with Ms. Blue-Brown on a previously agreed upon sale of a parcel subject to the terms of this Ordinance, and bring back a report.

Commissioner Grainger modified his motion, back to his original motion, to table the final reading of Ordinance 3294 for 60 days.

Attorney Mike Burke addressed the Commission.

James Baker, 3036 Game Farm Rd., Springfield addressed the Commission.

Director of Development Services Michael Fuller addressed the Commission and answered questions.

On a roll call vote, Commissioners Robbie Hughes, Brian Grainger, Josh Street and Mayor Allan Branch voted "YEA". "NAYS" – Commissioner Janice Lucas. The City Clerk certified the motion passed by a 4-1 vote.

Commissioner Lucas motioned for the legal department to contact Ms. Blue-Brown to follow up on the land purchase contract in terms of the potential for an extension and also noting the Mayor's proposal option of splitting the parcel. On a roll call vote, Commissioners Robbie Hughes, Janice Lucas, Brian Grainger, Josh Street and Mayor Allan Branch voted "YEA". "NAYS" - none. The City Clerk certified the motion passed by a 5-0 vote.

The Ordinance was read by title only as shown below:

ORDINANCE NO. 3294

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

Commissioner Grainger left the meeting at 9:17 a.m.

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

Mayor Branch announced the public hearing.

Commissioner Street moved for approval of the final reading to adopt Ordinance No. 3296 amending Chapter 17 of Municipal Code – Protection of Public and Private Rights. On a roll call vote, Commissioners Robbie Hughes, Janice Lucas, Josh Street and Mayor Allan Branch voted "YEA". "NAYS" - none. The City Clerk certified the motion passed by a 4-0 vote.

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

ORDINANCE NO. 3296

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

Commissioner Grainger returned to the meeting at 9:19 a.m.

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

Walter P. Henry, 614 Maple Ave., Panama City; Benjamin Jerkinas, 4906 W. 19th Ct., Panama City; addressed the Commission.

7.a. Addition – Commissioner Hughes - Discussion on priorities and spending.

The Commission members discussed the City's spending and priorities.

8. Consent Agenda.

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

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

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

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

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

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

9. City Attorney.

9.a. Consideration of approval of Quit Claim Deed from City of Panama City to Florida Department of Transportation: Life Management Center of Northwest Florida.

Commissioner Grainger moved for approval of Quit Claim Deed from City of Panama City to Florida Department of Transportation. On a roll call vote, Commissioners Robbie Hughes, Janice Lucas, Brian Grainger, Josh Street and Mayor Allan Branch voted "YEA". "NAYS" - none. The City Clerk certified the motion passed by a 5-0 vote.

10. City Clerk.

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

Commissioner Street motioned to approve the nominations by Mayor Branch reappointing David Smith and Commissioner Street reappointing Vic Jones to the Infrastructure Surtax Citizens Committee for two-year terms that expire on January 11, 2028. On a roll call vote, Commissioners Robbie Hughes, Janice Lucas, Brian Grainger, Josh Street and Mayor Allan Branch voted "YEA". "NAYS" - none. The City Clerk certified the motion passed by a 5-0 vote.

11. City Manager.

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

Commissioner Street moved for approval of Resolution 20260113.1 authorizing the grant application by the City of Panama City under the FY2026 Florida's Safe Routes to Schools Infrastructure Program Grant from the State of Florida through the Department of Transportation for the City to install sidewalks along Beck Avenue around Lucille Moore Elementary School. On a roll call vote, Commissioners Robbie Hughes, Janice Lucas, Brian Grainger, Josh Street and Mayor Allan Branch voted "YEA". "NAYS" - none. The City Clerk certified the motion passed by a 5-0 vote.

The Resolution was read by title only as shown below:

RESOLUTION NO. 20260113.2

A RESOLUTION PROVIDING FOR THE AMENDMENT OF THE APPROVED FISCAL YEAR 2025-2026 BUDGET TO UTILIZE FUNDING FROM MULTIPLE CITY SOURCES FOR THE CREATION OF AN INTERNAL RESIDENTIAL PAVING CREW.

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

Deputy City Engineer Matthew Devito addressed the Commission.

Commissioner Grainger moved for approval of Budget Amendment Resolution 20260113.2 and Interlocal Agreement for staffing and the purchase of equipment to establish an internal City paving team. On a roll call vote, Commissioners Janice Lucas, Brian Grainger and Mayor Allan Branch voted "YEA". "NAYS" – Commissioners Robbie Hughes and Josh Street. The City Clerk certified the motion passed by a 3-2 vote.

The Resolution was read by title only as shown below:

RESOLUTION NO. 20260113.2

A RESOLUTION PROVIDING FOR THE AMENDMENT OF THE APPROVED FISCAL YEAR 2025-2026 BUDGET TO UTILIZE FUNDING FROM MULTIPLE CITY SOURCES FOR THE CREATION OF AN INTERNAL RESIDENTIAL PAVING CREW.

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

Mayor Branch announced a break at 10:10 a.m. and the meeting was reconvened at 10:19 a.m.

Commissioner Grainger motioned to schedule a workshop in the next 3 months about unsolicited offers for City properties and have staff contact each one to see if they are still interested.

Commissioner Grainger amended his motion adding that staff should not take action on P3s without having a process or workshop.

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

11.d. Report on water meter status.

Water meter status was discussed as item 11.f.

11.d. Addition – Request for additional authorization for Mardi Gras Special Event.

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

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

This item was not discussed.

11.f. Projects and efforts update.

City Manager Jonathan Hayes reported on the water meter status.

12. Addition – Commissioner Street - Trash Service

Commissioner Street discussed the Trash Service and Commissioner Grainger discussed a Transfer Station collection point.

Commissioner Street motioned to approve a study on the Transfer Station and also a city-wide apology for the trash pickup service during the two-week Holiday schedule. On a roll call vote, Commissioners Robbie Hughes, Janice Lucas, Brian Grainger, Josh Street and Mayor Allan Branch voted “YEA”. “NAYS” - none. The City Clerk certified the motion passed by a 5-0 vote.

Commissioner Lucas gave a brief discussion on communication.

12. Motion to Adjourn.

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

There being no further business, the meeting adjourned at 11:01 a.m.



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 Luxe Arts Festival (FLLUXE) from March 7, 2026, 10:00 am – 8:00 pm, through March 8, 2026, 8:00 am – 8:00 pm, at 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)

BACKGROUND INFORMATION: For the Commission's consideration, enclosed is the Special Event application for the Annual FLLUXE event, scheduled to take place on March 7 and March 8 at the Center for the Arts, with artwork located along Harrison Avenue and East 4th Street. A road closure on Harrison Avenue from 4th Street to 5th Street will begin on March 7 at 8:00 a.m. and stay closed till March 8 at 5:00 p.m. East 4th Street will be closed from 8:00 a.m. to 8:00 p.m. on March 7, and from 8:00 a.m. to 5:00 p.m. on March 8. The application and site map are included as Exhibit "A."

The FLLUXE Street Chalk Festival transforms Downtown Panama City into an open-air gallery where professional and local artists create large-scale chalk murals live on the streets. Over two days, attendees can watch artwork come to life, interact with artists, enjoy family-friendly activities, and experience a vibrant celebration of creativity throughout the downtown area.

As the event is sponsored by the City, no fees will be charged to the vendor except for required Police services. The event will require both daytime and nighttime road closures throughout its duration. One Police officer will be assigned each day from 8:00 a.m. to 8:00 p.m., with an estimated total cost of \$1,116 for Police services, to be covered by the vendor.

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: 1/16/2026

Reviewed By: Keith Meyerl

Date: 1/16/2026

Approved By: Jared Jones

Date: 1/16/2026

Special Events Application

12/17/2025 4:04 PM (CST)

Special Event Permit Application

Event Name	FLLUXE (Florida Luxe Arts Festival)
Event Date	March 7-8, 2026
Event Venue/Location Requested	Panama City Center for the Arts & Harrison Ave
Organization/Applicant Name	Bay Arts Alliance
Contact Name	Jason Kretzer
Address	19 East 4th Street
Office Phone	8506403670
Cell	8505323394
Email	jayson@bayarts.org
Social Media/Website	bayarts.org
Organization Classification	501(c)

Attach copy of your IRS 501 (c) tax exemption letter providing proof and certifying your current tax exempt, nonprofit status.



Tax_Exempt.pdf

Event Type	Festival
Brief Description	FLLUXE Street Chalk Festival transforms Downtown Panama City into an open-air gallery where professional and local artists create large-scale chalk murals live on the streets. Over two vibrant days, visitors can watch art come to life, meet the artists, enjoy family-friendly activities, and experience the energy of a city literally colored by creativity.
Estimated Number of Spectators	2000
Will any fees be charged to the spectators?	No
Event Start Date/Time	03/07/2026 10:00 AM (CST)
Event End Date/Time	03/08/2026 4:00 PM (CDT)
Event Set-up Date/Time	03/07/2026 8:00 AM (CST)
Event Breakdown Date/Time	03/08/2026 5:00 PM (CDT)
Parking must be planned and designated on the type and location of your event. Please	Just using public parking

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:	<ul style="list-style-type: none">• Local Radio• Local TV• Local Newspaper• Billboards• Internet Email• Social Media Outlet
Will sound amplifying equipment be used?	Yes
Identify the type of entertainment being requested:	Other
Please define Other:	Busking musicians
Will there be alcoholic beverages involved in this event?	No
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?	Full
What road are you requesting to be closed?	Harrison Ave
Beginning Crossroad	4th Street
Ending Crossroad	5th Street
Requested time of closure from:	03/07/2026 8:00 AM (CST)
Requested time of closure to:	03/08/2026 5:00 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.



Is there a sanitation/clean-up plan?

No

Will additional garbage carts be needed?

Yes

How many?

6

Will dumpsters be needed?

No

Date trash will be removed from event location(s):

03/09/2026

Portable Restrooms?

Yes

Number of standard portable restrooms?

2

Number of ADA portable restrooms?

1

Date/Time Drop Off

03/07/2026 8:00 AM (CST)

Date/Time Pick Up

03/08/2026 5:00 PM (CDT)

Will there be stages/platforms or tents?

Tents

Please list size(s) of tents and how many of each size.

50 - 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

JK

understand that failure to supply all required information will result in the rejection of this application.

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 PGFD, 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 cancellation 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 submitted 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

Jason Kretzer

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 12/17/2025

Event Coordinator's Name Jason Kretzer

Event Coordinator's Signature

A handwritten signature in black ink, appearing to read "J Kretzer".

Special Events - Approval

12/23/2025 9:30 AM (CST)

Approved by Nadia Dawson (ndawson@panamacity.gov)

Any conditions?

No

Approver's Name

Nadia Dawson



Date

12/23/2025

Special Events - Approval

12/28/2025 3:47 PM (CST)

Approved by Mark Smith (msmith@panamacitypolice.gov)

Any conditions?	Yes
Conditions	Two police cars for road blocks, eight barricades required. One police officer each day from 8 am to 8 pm. Suggest officers work in four, six-hour shifts. Payment for officers and cars is to be paid through ODM prior to the event.
Approver's Name	Chief Mark Smith
Date	12/28/2025

Special Events - Approval

12/29/2025 7:00 AM (CST)

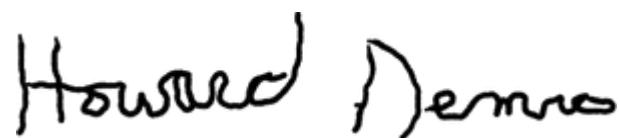
Approved by Howard Demro (hdemro@panamacity.gov)

Any conditions?

No

Approver's Name

Howard Demro



Date

12/29/2025

Special Events - Approval

12/29/2025 8:10 AM (CST)

Approved by Dustin Patterson (dpatterson@panamacitypolice.gov)

Any conditions?	Yes
Conditions	Two police cars for road blocks, eight barricades required. One police officer each day from 8 am to 8 pm. Suggest officers work in four, six-hour shifts. Payment for officers and cars is to be paid through ODM prior to the event.
Approver's Name	Captain Dusty Patterson #1409
Approver's Signature	
Date	12/29/2025

Special Events - Approval

12/29/2025 5:10 PM (CST)

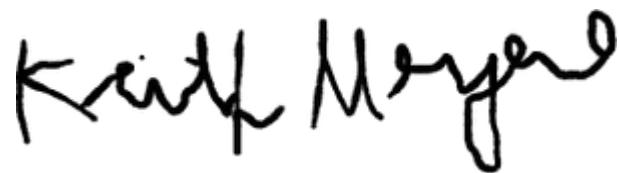
Approved by Keith Meyerl (kmeyerl@panamacity.gov)

Any conditions?

No

Approver's Name

Keith Meyerl



Date

12/29/2025

Special Events - Approval

12/30/2025 10:43 AM (CST)

Approved by Nadia Dawson (ndawson@panamacity.gov)

Any conditions?

No

Approver's Name

Nadia Dawson

Approver's Signature

A handwritten signature in black ink, appearing to read "Nadia Dawson". The signature is fluid and cursive, with a large, stylized "N" at the beginning.

Date

12/30/2025

Magnolia Ave

Magnolia Ave

E 5th St

Luverne Ave



Agenda Item Request Form

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

BACKGROUND INFORMATION: For the Commission's consideration, enclosed is the Special Event application for Irish You Were in the Drew's, scheduled to take place on March 14 from 10:00 am to 1:00 am, with a road closure on Bayview Avenue from 11th Street to 11th Court. The application and site map are included as Exhibit "A."

The event will feature a St. Patrick's Day celebration with live music and a DJ.

The total estimated cost for Special Event fees is \$515.00, which includes a \$25.00 application fee, a \$250.00 refundable security deposit, \$120.00 for electrical panels, and \$120.00 for twelve (12) trash cans.

The estimated cost for Police Department services is \$1,488.00, which includes two (2) Police officers for the duration of the 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: 1/16/2026

Reviewed By: Keith Meyerl

Date: 1/16/2026

Approved By: Jared Jones

Date: 1/16/2026

Special Events Application

12/18/2025 9:30 PM (CST)

Special Event Permit Application

Event Name Irish You Were In The Drew's

Event Date 3/14/26

Event Venue/Location Requested The Dive

Organization/Applicant Name Scott Jackson

Contact Name Scott Jackson

Address 1118 Bayview Ave

Office Phone 8503900359

Email scottsaltyhobo@gmail.com

Organization Classification Private

Event Type Block Party

Brief Description St Patrick's day bash

Estimated Number of Spectators 200

Will any fees be charged to the spectators? No

Event Start Date/Time 03/14/2026 10:00 AM (CDT)

Event End Date/Time 03/14/2026 1:00 AM (CDT)

Event Set-up Date/Time 03/14/2026 8:00 AM (CDT)

Event Breakdown Date/Time 03/14/2026 2:00 AM (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: Public parking and marina

Do you have a designated handicap parking? No

Event Rain Date requested? No

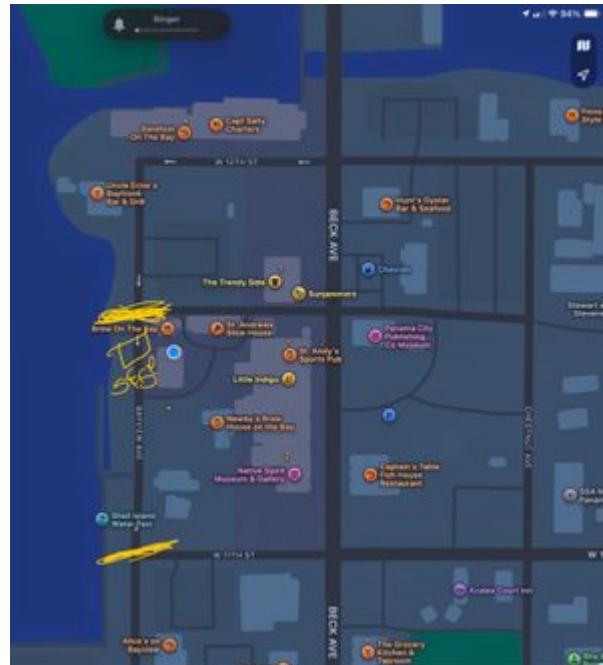
Please indicate the types of advertising:

- Local Radio
- Local TV
- Cable TV
- Local Newspaper
- Direct Mail/Flyers

- Internet Email
- 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?	Yes
What type of alcohol will be served?	<ul style="list-style-type: none"> • Liquor • Beer • Wine
Will electricity be needed for this event?	Yes
Total Number of Electrical Panels 3	
Will additional power be needed for this event?	Yes
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?	Bayview ave
Beginning Crossroad	11st
Ending Crossroad	11ct
Requested time of closure from:	03/14/2026 8:00 AM (CDT)
Requested time of closure to:	03/14/2026 2:00 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.



Is there a sanitation/clean-up plan?	No
Will additional garbage carts be needed?	Yes
How many?	12
Will dumpsters be needed?	No
Portable Restrooms?	No
Will there be stages/platforms or tents?	Stages/platforms
Size of stage/platform	15x20
Temporary Hydrant Meter requested:	No
Describe any additional equipment requested for placement.	Na
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.	Sj

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 cancellation 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 submitted 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 permittee 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 (Sec. 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

Scott Jackson

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 12/18/2025

Event Coordinator's Name Scott Jackson

Event Coordinator's Signature

Two handwritten signatures are shown side-by-side. The signature on the left is larger and appears to be "S. Jackson". The signature on the right is smaller and appears to be "D".

Special Events - Approval

12/23/2025 1:10 PM (CST)

Approved by Nadia Dawson (ndawson@panamacity.gov)

Any conditions?

No

Approver's Name

Nadia Dawson

Approver's Signature

A handwritten signature in black ink, appearing to read "Nadia" followed by a stylized surname.

Date

12/23/2025

Special Events - Approval

12/28/2025 3:50 PM (CST)

Approved by Mark Smith (msmith@panamacitypolice.gov)

Any conditions?	Yes
Conditions	Two officers and two patrol cars, four barricades, are required from 10 am to 2 am. Require the officers to work no more than 8-hour shifts.
Approver's Name	Chief Mark Smith
Date	12/28/2025

Special Events - Approval

12/29/2025 7:03 AM (CST)

Approved by Howard Demro (hdemro@panamacity.gov)

Any conditions?	Yes
Conditions	Stage Inspection Required. Please contact Chief Demro for inspection so that he can send an Inspector out.
Approver's Name	Howard Demro
Approver's Signature	
Date	12/29/2025

Special Events - Approval

12/29/2025 8:13 AM (CST)

Approved by Dustin Patterson (dpatterson@panamacitypolice.gov)

Any conditions?	Yes
Conditions	Two officers and two patrol cars, four barricades, are required from 10 am to 2 am. Require the officers to work no more than 8-hour shifts. Vendor must reserve officers through ODM prior to the event.
Approver's Name	Captain Dusty Patterson #1409
Date	12/29/2025

Special Events - Approval

12/29/2025 5:11 PM (CST)

Approved by Keith Meyerl (kmeyerl@panamacity.gov)

Any conditions?

Yes

Conditions

Provide more detailed cleanup plan prior to event.

Approver's Name

Keith Meyerl

Approver's Signature



Date

12/29/2025

Special Events - Approval

12/30/2025 9:42 AM (CST)

Approved by Nadia Dawson (ndawson@panamacity.gov)

Any conditions?

No

Approver's Name Nadia Dawson

Approver's Signature



Date 12/30/2025



Ringer

Barefoot
On The Bay

Uncle Ernie's
Bayfront
Bar & Grill





Agenda Item Request Form

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

BACKGROUND INFORMATION: For the Commission's consideration, enclosed is the application for the 29th Annual Blessing of the Fleet, scheduled for Saturday, May 2nd with the rain date being on May 16th, 2026 on Downtown Marina (see Exhibit "A" for the application and site map).

The event will feature the traditional Blessing of the Fleet ceremony, along with a fish fry and the Burning of the Socks. The fish fry is scheduled from 10:00 a.m. to 2:00 p.m., with the procession of water vessels beginning at 12:00 p.m., followed by the Burning of the Socks. All proceeds from the event will benefit Second Chance of Northwest Florida, a nonprofit organization that provides services to brain injury survivors and their families within the community.

The total estimated cost for Special Event fees is \$315.00, which includes a \$25.00 application fee, a \$250.00 refundable security deposit, and \$40.00 for four trash cans.

The estimated cost for Police Department services is \$558.00, which includes two (2) Police officers for the duration of the 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: 1/15/2026

Reviewed By: Keith Meyerl

Date: 1/15/2026

Approved By: Jared Jones

Date: 1/15/2026

Special Events Application

07/03/2025 1:52 PM (CDT)

Special Event Permit Application

Event Name	29th Annual Blessing of the Fleet
Event Date	Saturday, May 2nd, 2026
Event Venue/Location Requested	Panama City Marina
Organization/Applicant Name	Second Chance of NWFL
Contact Name	Ellen Miller
Address	819 E. 11th St Bldg 4
Office Phone	850-769-7779
Cell	850-625-3033
Email	ellen.miller@schance.org
Social Media/Website	https://www.facebook.com/secondchancenwfl
Organization Classification	501(c)

Attach copy of your IRS 501 (c) tax exemption letter providing proof and certifying your current tax exempt, nonprofit status.



[doc00076020250703105046.pdf](#)

Event Type	Fundraiser
Brief Description	29th Annual Blessing of the Fleet, Fish Fry and Burning of the Socks. Will be held at the Panama City Marina on Saturday, May 2nd, 2026 . The fish fry will be from 10am -2pm. Processional of water vessels start at 12 noon, followed by the burning of the socks. All proceeds go to Second Chance of NWFL, a non-profit organization that provides services to brain injury survivors and their families in the community.
Estimated Number of Spectators	2000
Will any fees be charged to the spectators?	No
Event Start Date/Time	05/02/2025 9:00 AM (CDT)
Event End Date/Time	05/02/2026 3:00 PM (GMT-5:50:36)
Event Set-up Date/Time	05/02/2025 6:00 AM (CDT)
Event Breakdown Date/Time	05/02/2026 3:00 PM (CDT)

Parking must be planned and designated on the type and

*Parking in the marina at the shoreline. On Harrison. *Not quite sure what other areas will be open by then. Please indicate the areas you plan on utilizing for

location of your event. Please indicate the areas you plan on utilizing for participating/attendee parking:

attendance /participate parking:

Do you have a designated handicap parking?	Yes
Location	Near the 9/11 Monument
Event Rain Date requested?	Yes
Date	05/16/2026
Please indicate the types of advertising:	<ul style="list-style-type: none">Local TVDirect Mail/FlyersInternet EmailBillboardsSocial Media OutletLocal 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?	No
Will electricity be needed for this event?	Yes
Total Number of Electrical Panels	4
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?	Harrison? Not certain
Beginning Crossroad	not certain
Ending Crossroad	Marina
Requested time of closure from:	05/02/2026 7:00 PM (CDT)
Requested time of closure to:	05/02/2026 4:00 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.



Is there a sanitation/clean-up plan?

Yes

Name of company/person responsible for sanitation/clean-up services.

Second Chance of NWFL

Phone number of company/person responsible for sanitation/clean-up services.

850-625-3033 Ellen Miller Director

Will additional garbage carts be needed?

Yes

How many?

4

Will dumpsters be needed?

Yes

Please select size of dumpster(s) needed?

- 4-yard

How many 4-yard?

1

Date trash will be removed from event location(s):

05/02/2026

Portable Restrooms?

Yes

Number of standard portable restrooms?

2

Number of ADA portable restrooms?

1

Date/Time Drop Off

05/02/2026 6:00 AM (CDT)

Date/Time Pick Up

05/02/2026 5:00 PM (CDT)

Will there be stages/platforms or tents?

Tents

Please list size(s) of tents and how many of each size.

TBD

Temporary Hydrant Meter requested:

No

Describe any additional equipment requested for placement.

TBD

Will food be distributed at this event?

Yes

Will food vendors be utilized in this event?

Yes

I understand that I am responsible EM 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.

Will any LP-Gas, Charcoal, Flammable or Combustible Liquids be used?

Yes

Will these be used near an open flame?

Yes

Attach Safety/Security Plan

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

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?

Yes

Please describe: Burn barrel for Burning of the Socks

A permit for fireworks or open burn is required. City Ordinance (Sec. 12-165). The following must be submitted to the Fire Chief in order to be considered for a fireworks permit.

- City Permit
- No local or state burn ban in effect
- Arrangements made with owners of adjoining properties
- Proof of Liability Insurance
- FAA Notification
- Coast Guard Notification
- ATF Notification
- Current permit/license to discharge fireworks
- Site plans including aerial maps, proposed shell count and size paperwork
- Safety arrangement (water supply and/or fire extinguisher)
- All the following guidelines are met:
 - NFPA 1123 - Fireworks Display
 - NFPA 1124 - Manufacture, Transportation, Storage and Retail Sales of Fireworks & Pyrotechnic Articles
 - NFPA 1126 - Use of Pyrotechnics Before a Proximate Audience
 - NFPA 1127 - High Power Rocketry

*A permit is not required to discharge fireworks on New Year's Even, New Year's Day or July 4th.

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 cancellation 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 submitted 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 (Sec. 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

Ellen M Miller

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

07/03/2025

Event Coordinator's Name

Ellen M Miller

Event Coordinator's Signature



Special Events - Approval

07/08/2025 8:37 AM (CDT)

Approved by Nadia Dawson (ndawson@panamacity.gov)

Any conditions?

No

Approver's Name

Nadia Dawson



Date

07/08/2025

Special Events - Approval

07/09/2025 8:35 AM (CDT)

Approved by Mark Smith (msmith@panamacitypolice.gov)

Any conditions?	Yes
Conditions	No need to close Harrison Ave. event occurs on the marina, two officers required for crowd control.
Approver's Name	Chief Mark Smith
Date	07/09/2025

Special Events - Approval

07/09/2025 9:55 AM (CDT)

Approved by David Collier (dcollier@panamacity.gov)

Any conditions?

Yes

Conditions

Safety Plan Needs to be Provided
A burn permit will be required prior to the event

Approver's Name

David W Collier



Date

07/09/2025

Special Events - Approval

07/09/2025 1:19 PM (CDT)

Approved by Kristain Shaw (kshaw@panamacitypolice.gov)

Any conditions?

Yes

Conditions

No need to close Harrison Ave. event occurs on the marina, two officers required for crowd control.

Approver's Name

Captain Kris Shaw



Date

07/09/2025

Special Events - Approval

07/09/2025 1:31 PM (CDT)

Approved by Nadia Dawson (ndawson@panamacity.gov)

Any conditions?

No

Approver's Name Keith Mefford

Approver's Signature

KM

Date 07/09/2025

Special Events - Approval

07/09/2025 1:36 PM (CDT)

Approved by Nadia Dawson (ndawson@panamacity.gov)

Any conditions?

No

Approver's Name Nadia Dawson

Approver's Signature

A handwritten signature in black ink, appearing to read "Nadia Dawson".

Date 07/09/2025

Hotel Indigo Panama Ci Marina, an IHG Hot

TBD



H

Panama City M



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

Agenda Item Request Form

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

BACKGROUND INFORMATION: On December 29, 2025, the Panama City Police Department executed a K-9 purchase agreement with the DeFuniak Springs Police Department. The agreement provides for the transfer of a law enforcement-trained K-9, K-9 Mercy, to the Panama City Police Department following the hiring of the K-9's current handler, ensuring continuity of service. The purchase agreement includes an indemnity clause and is presented for ratification.

DEPARTMENT HEAD RECOMMENDATION: Staff recommends approval.

Budget Impact

Budgeted? Yes: No: How Much budgeted?

If more, where do you suggest funds come from? Transfer from Operating to Capital

Cost Center

Personnel \$

Operating \$ 15,000.00

Capital \$

Revenue \$

Requested By: Chief Mark Smith Date: 12/29/2025

RESPECT. INTEGRITY. INNOVATION. COURAGE. EXCELLENCE.

**City of DeFuniak Springs
Office of the City Marshal**

Chief James W. Hurley, Jr.
City Marshal



Office: (850) 892-8513
Fax: (850) 892-8516

"Committed to Community Service"

**DeFuniak Springs Police
99 South 18th Street
DeFuniak Springs, Florida 32433-7426
www.dfspd.net**

**K-9 RETIREMENT OR TRANSFER AGREEMENT
(Waiver, Release, Indemnification)**

**K-9: Mercy
Receiving K-9: Panama City Police Department**

This K-9 Transfer Agreement (the "Agreement") is made and entered into this 25th day of November, 2025 (the "Effective Date"), by and between the DeFuniak Springs Police Department (the "DFSPD"), and Panama City Police Department (the "PCPD"), for the transfer of the law enforcement trained canine, Mercy.

WHEREAS, DFSPD currently owns a dog known as K-9 Officer, "Mercy"; and

WHEREAS, Mercy has been utilized by DFSPD as a member of the K-9 unit; and

WHEREAS, DFSPD has determined that, it is in the best interest of both the DFSPD and Mercy to transfer and no longer use Mercy as an active member of the DFSPD K-9 unit; and

WHEREAS, PCPD now wishes to assume responsibility for the care of Mercy as a member of their K-9 program, and DFSPD wishes to transfer Mercy to PCPD upon certain terms and conditions.

NOW THEREFORE, DFSPD transfers, Mercy, to PCPD subject to the following terms and conditions.

CONSIDERATION: DFSPD hereby transfers and relinquishes its ownership interest in Mercy to PCPD and will no longer make use of Mercy's services as a part of DFSPD's K-9 unit. In consideration of this transfer, PCPD agrees to assume full responsibility, ownership and control of Mercy, including, but not limited to, food, shelter, veterinary needs, and any other expenses related to Mercy's care and maintenance, and promises, agrees and covenants to release and indemnify DFSPD, its officials, officers, employees, agents and assigns, against any liability arising from or relating to Mercy or his actions.

AS-IS CONDITION: DFSPD makes no warranties, either express or implied, as to Mercy's condition (physical, mental or otherwise). As of the Effective Date, Mercy shall no longer be considered a K-9 Officer with DFSPD, and PCPD hereby assumes all liability and responsibility for the condition, care, maintenance and actions of Mercy.

K-9 TRAINING AND HANDLING: PCPD is fully aware of the training that Mercy has received in police canine procedures and tactics, as well as the nature of the work that Mercy has performed during the full period of his ownership by DFSPD. PCPD hereby warrants and represents they are fully capable of safely handling Mercy in light of Mercy's training and experience.

WAIVER AND RELEASE: PCPD waives all actions (whether legal, equitable or declaratory in nature), proceedings (whether in courts or administrative bodies), alternative dispute resolution procedures (whether arbitration, mediation or otherwise) demands, claims, and causes of action, and other means of recovery, of whatever nature, for injuries to person (including but without limitation death, dismemberment, and emotional distress), or damages (whether to person, property or business and including without limitation all forms of monetary recovery, whether for general, special, compensatory, or punitive damages, loss of earnings, loss of earning capacity, loss of profits or other damages or whatever nature), arising from the actions or in any way related to Mercy, from the Effective Date.

INDEMNITY AND HOLD HARMLESS: PCPD accepts sole responsibility for any and all claims relating to the actions of Mercy, and agrees to indemnify DFSPD against any such claims. PCPD shall indemnify, defend and hold the City of DeFuniak Springs Florida, DFSPD, and its officers, employees, agents and assigns, harmless from and against any actions (whether legal, equitable, or declaratory in nature), proceedings (whether in courts or administrative bodies), alternative dispute resolution procedures (whether arbitration, mediation, or otherwise) demands, claims and causes of action of whatever nature, costs and expenses (including attorney's fees), judgements, orders, decrees, liens and other encumbrances, liabilities, injures to person (including without limitation death, dismemberment, and emotional distress), damages (whether to person, property, or business, including without limitation, all forms of monetary recovery, whether for general, special, compensatory, or punitive damages, loss of earnings, loss of earning capacity, loss of profits or other damages of whatever nature), arising from the actions of or in any way related to Mercy from the Effective Date.

COMPLETE AGREEMENT: This Agreement constitutes the entire agreement of the parties relating to the subject matter contained herein. This Agreement supersedes and replaces all other written or oral agreements thereto. No Amendments to this Agreement will be effective unless they are in writing and signed by the City Marshal of DeFuniak Springs or his designee and Chief of PCPD or his designee.

INTERPRETATION AND SEVERABILITY: This Agreement will continue to be valid even if portions of it are held to be invalid in the future. PCPD expressly agrees that the Agreement is intended to be as broad and inclusive as permitted by the law of the State of Florida and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding any invalid portions, continue in full force and effect. This Agreement shall not apply to any actions,

proceedings, demands, claims or causes of action arising from the actions Mercy occurring before the date of this Agreement.

GOVERNING LAW: The validity, interpretation and effect of this Agreement shall be determined under Florida law. All actions arising directly or indirectly as a result or in consequence of this Agreement shall be instituted and litigated only in courts in Bay County, Florida. Any provision found to be invalid or unenforceable shall have no effect upon the validity of any other section of this contract.

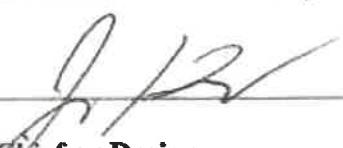
GOVERNMENTAL IMMUNITY: The PCPD does not intend to waive by any provision of this Agreement the monetary limits or any other rights, immunities and protections provided by Florida Statute 768.28, or any other provision of law.

The Parties represent that they have had an opportunity to read this Agreement and seek the advice of independent legal counsel and that they are entering into this Agreement voluntarily and with a full understanding of its content.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to sign this agreement, and if in counterparts, each of which shall be deemed an original contract, shall be as of the date written above.

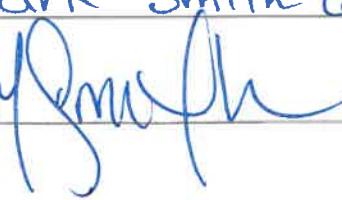
DFSPD City Marshal or Designee

(Print) James Hurley

(Sign) 

PCPD Chief or Designee

(Print) Mark Smith

(Sign) 



Agenda Item Request Form

ITEM: 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 totaling \$73,471.80.

BACKGROUND INFORMATION:

Fortune Ave CIPP Lining: \$34,371.80 (and 5 Days) This change completes sewer improvements by lining 256 LF of 8" CIPP, and 126 LF of 10" CIPP Sewer Lining with the subsequent deduction of 126 LF of 10" Gravity Sewer.

Investigating and correcting unforeseen conflicts and elevation discrepancies, Rain Days: \$39,100.00 (and 22 days) This change addresses the corrections to pervasive obstructions to progress and engineered modifications to same along project roads as shown in Exhibit C's itemized list.

DEPARTMENT HEAD RECOMMENDATION: Public Works Director recommends approval.

BUDGET IMPACT

Budgeted? Yes: No: Partially:

Budgeted in which Fiscal Year? SRF funds

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: 431.6536

Personnel \$

Operating \$

Capital \$ 73,471.80

Revenue \$

Request By: Suzanne Mandel, Project Manager, Public Works **Date:** 1/16/26

Prepared By: Suzanne Mandel, Project Manager, Public Works **Date:** 1/16/26

Reviewed By: Angie Lightfoot, Administrative Manager, Public Works **Date:** 1/16/26

Approved By: Clint W. Murphy, Public Works Director *CM* **Date:** 1/16/26

Date of Issuance: 01/15/2026	Effective Date: 4/29/2025
Owner: Panama City, FL	Owner's
	Contract No.:
	PC25-030
Contractor: Royal American Construction	Contractor's
	Project No.:
	2178-000
Engineer: Barge Design Solutions	Engineer's
	Project No.:
	37711-15
Project: SRF Project Area D-15	Contract Name:

The Contract is modified as follows upon execution of this Change Order: Additional 27 days and \$73,471.80 added to the contract amount.

Description: This change order reflects the associated deductions and improvements listed below for Project Area D-15, and the scope of this work is reflected by the attached schedule of values provided by the contractor for the proposed changes. All new materials of this change order shall be procured, constructed, tested and inspected by the contractor in accordance with the specifications of the original Project Area D-15 contract documents.

Added Sewer on Fortune Ave & CIPP Lining: \$34,371.80 and 5 Days

This change incorporates the rehabilitation of existing wastewater infrastructure within the limits of the Area D-15 utility restoration project. Items part of this change are listed below and shown in Exhibit's A and B.

- Adding 256 LF 8" CIPP Sewer Lining with Pre-inspection cleaning, debris removal and video inspection.
- Adding 126 LF 10" CIPP Sewer Lining with Pre-inspection cleaning, debris removal and video inspection.
- Adding additional Mobilization (\$4,042.50)
- Deducting 126 LF of 10" Gravity Sewer

Unforeseen Conflicts, Rain Days and Investigative Work: \$39,100.00 and 22 days

This change stems from unforeseen conflicts with existing utilities obstructing construction progress along Roadways as shown in Exhibit C. Reference Exhibit C for an itemized list of the conflicts.

Attachments:

Exhibit A – Contractor's schedule of values for the added sewer portion of this change order

Exhibit B – Contractor's exhibit of new CIPP lining on Fortune Ave

Exhibit C – Contractor's schedule of values for the unforeseen conflicts, weather days and investigative work a part of this change order

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ 3,682,340.00	Original Contract Times: 300 DAYS – Substantial Completion. 330 Days – Final Substantial Completion: <u>02/23/2026</u> Ready for Final Payment: <u>03/25/2026</u>
Decrease from previously approved Change Order No. to No. <u>1</u> : \$195,327.53	Increase from previously approved Change Order No. <u>14 days</u> : Substantial Completion: <u>03/09/2026</u> Ready for Final Payment: <u>04/08/2026</u>
Contract Price prior to this Change Order: \$ 3,487,012.47	Contract Times prior to this Change Order: Substantial Completion: <u>03/09/2026</u> Ready for Final Payment: <u>04/08/2026</u>
Increase of this Change Order: \$73,471.80	Increase of this Change Order: 27 days Substantial Completion: <u>04/05/2026</u> Ready for Final Payment: <u>05/05/2026</u>
Contract Price incorporating this Change Order: \$3,560,484.27	Contract Times with all approved Change Orders: Substantial Completion: <u>04/05/2026</u> Ready for Final Payment: <u>05/05/2026</u> 341 days – Substantial Completion 371 days – Final Completion

REVIEWED:	ACCEPTED:	ACCEPTED:
By: <u>Hayden Brown, Barge Design</u>	By: _____	By: _____
Title: <u>Construction Engineer</u>	Title: _____	Title: _____
Date: <u>01/15/2026</u>	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

EXHIBIT A



Royal American Construction Co., Inc.

1002 West 23rd Street, Suite 400

Panama City, Florida 32405

Phone: (850) 769-8981

Main Fax: (850) 914-8411

Change Order #02 Rev1

Date: 12/3/2025

Submitted to:

Clint Murphy
Public Works Director
City of Panama City

Work to be performed at:

Area D-15
Fortune Ave Additional CIPP

Royal American Construction (RAC) proposes the following for the price shown.

Description of Work to be Performed

	Qty		Cost	Total
Fortune Ave Additional CIPP				
Sewer:				
Mobilization	1	Lsum	\$ 4,042.50	\$4,042.50
8" CIPP (J1-56A to F2-74 & F2-74 to F2-73)	256	lnft	\$ 102.81	\$26,319.36
10" CIPP (J1-59 to J1-57A)	126	lnft	\$ 106.81	\$13,458.06
Pre-Clean and Video	382	lnft	\$ 20.00	\$7,640.00
*Add 5 days to Contract Time				
Credits:				
10" Gravity Sewer	-126	lnft	\$ 135.62	(\$17,088.12)
				\$34,371.80

Accepted:

Clint Murphy
Public Works Director

Steve Summerbell
Vice President

EXHIBIT B

ArcGIS Web Map

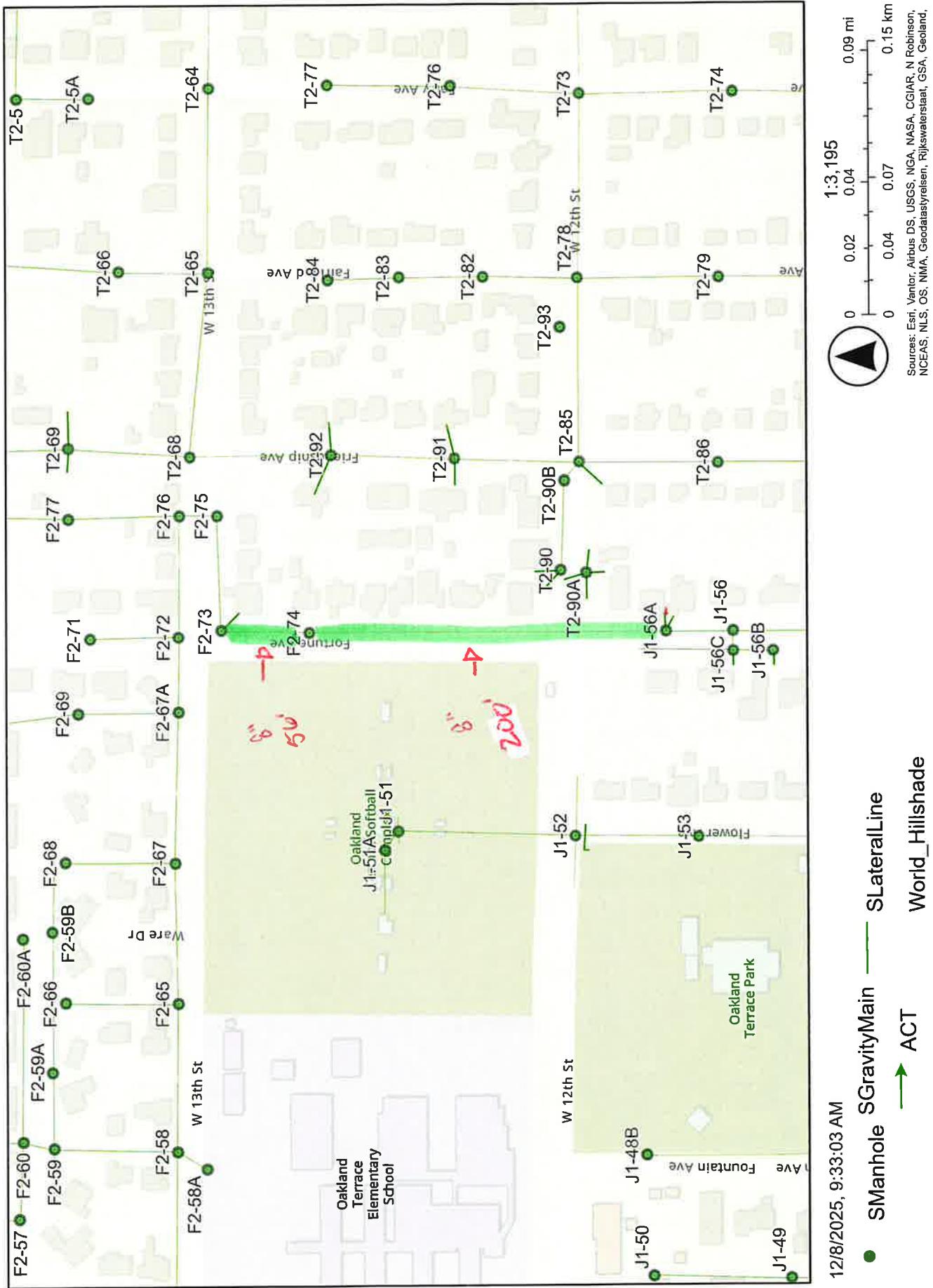


EXHIBIT C



Royal American Construction Co., Inc.
1002 West 23rd Street, Suite 400
Panama City, Florida 32405
Phone: (850) 769-8981
Main Fax: (850) 914-8411

Change Order #03

Submitted to:
Clint Murphy
Public Works Director
City of Panama City

Date: 12/22/2025
Work to be performed at:
Area D-15
Investigative and Unforeseen Work

Royal American Construction (RAC) proposes the following for the price shown.

Description of Work to be Performed

	Qty		Cost	Total
Investigative and Unforeseen Work				
12th/Franford: Conflict with existing Water, Gas, and Fiber	24	Hours	\$ 287.50	\$6,900.00
*Add 3 days to Contract Time				
Fountain: Gas main conflict and adjusted sewer run	16	Hours	\$ 287.50	\$4,600.00
*Add 2 days to Contract Time				
Flower: Oakland Terrace Water, Water main and Fiber Conflicts	56	Hours	\$ 287.50	\$16,100.00
*Add 7 days to Contract Time				
Fortune: Sewer investigation and correction of elevations	40	Hours	\$ 287.50	\$11,500.00
*Add 5 days to Contract Time				
Rain Days				
*Add 5 days to Contract Time				
Total Contract Days added is 22				
				\$39,100.00

Accepted:

Clint Murphy
Public Works Director

Steve Summerbell
Vice President



Agenda Item Request Form

ITEM: 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.

BACKGROUND INFORMATION:

Tree Removal along Frankford Ave and Oakland Dr Sewer Easement: \$8,313.50: The purpose is to remove trees that are too close to the proposed gravity sewer that the contractor will be installing in the Easement. Trees shown on the plans were closer to the proposed gravity sewer in the field than what was provided by the surveyor and/or not shown at all on plans. (detail attached)

PCHA Lateral Work Change Directive: \$54,295.12 The change represents a move from 4" to 6" laterals and significantly reduces the risk of blockages through a higher volume of wastewater discharge, at this multi-unit location. (detail attached)

Friendship Ave Sewer: \$117,470.52 and 20 days Seeing some inconsistencies in field conditions, Mainline investigated the sewer main on Friendship Ave and found highly damaged PVC and clay. They and Barge determined that the installation of a new sewer main within the roadway on Friendship would support the proposed improvements optimally. This section of roadway was originally called out on the plans as only mill and overlay. The change represents a full depth remove and replace. The milling cost has been deducted from the total cost of this change order. (detail attached)

DEPARTMENT HEAD RECOMMENDATION: Public Works Director recommends approval.

BUDGET IMPACT

Budgeted? Yes: **No:** **Partially:**

Budgeted in which Fiscal Year? SRF funds

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: 431.6535

Personnel \$

Operating \$

Capital \$ 180,079.14

Revenue \$

Prepared By: Suzanne Mandel, Project Manager - Public Works **Date:** 1/16/26

Reviewed By: Angie Lightfoot, Administrative Manager, Public Works **Date:** 1/16/26

Approved By: Clint W. Murphy, Public Works Director *C.M.* **Date:** 1/16/26

Date of Issuance: 1/14/2025	Effective Date: 5/21/2025
Owner: Panama City, FL	Owner's Contract No.: PC25-033
Contractor: Mainline Construction	Contractor's Project No.: 2025-11
Engineer: Barge Design Solutions	Engineer's Project No.: 37711-15
Project: SRF Project Area D-14	Contract Name:

The Contract is modified as follows upon execution of this Change Order: Additional \$180,079.14 and 20 days added to the contract amount.

Description: This change order reflects the associated additions and deductions listed below for Project Area D-14, and the scope of this work is reflected by the attached schedule of values and exhibits provided by the contractor for the proposed changes. All new materials of this change order shall be procured, constructed, tested and inspected by the contractor in accordance with the specifications of the original Project Area D-14 contract documents. The items reflecting the contract price increase are listed below:

Work Change Directive #1: \$54,295.12 (Exhibit A)

- Added 22- 6" Sewer Laterals for the PC Housing Authority Residences. See Executed WCD #1 Attached.
-

Tree Removal along Frankford Ave and Oakland Dr Sewer Easement: \$8,313.50 (Exhibit B)

The purpose of this added scope is to remove trees that are too close to the proposed gravity sewer that the contractor will be installing in the Easement. The tree shown on the plans was much closer to the proposed gravity sewer in the field than what was provided by the surveyor. The popcorn tree that has to be removed was not shown on the survey at all, and also needs to be removed. See below for added Lump Sum (LS) items.

- Removing and Hauling (1) Oak Tree
- Removing and Hauling (1) Popcorn Tree
-

Friendship Avenue Sewer: \$117,470.52 and 20 days (Exhibit B, D, F)

The purpose of this added scope is from the work added in CO #1, Mainline had the sewer main on Friendship Ave from 13th St to 14 th St videoed to investigate its existing conditions. 340 LF of the existing main is PVC with bellies and pipe separations. The remaining length of sewer main is clay pipe with sags and joint separations. After reviewing these conditions, Mainline proposes to abandon and flowable fill the existing sewer main running in the east R/O/W and install a new sewer main within the roadway on Friendship Ave. The manhole at Friendship Ave and 13th St will be removed and replaced with the addition of (two) more manholes placed up stream towards 14th St. The section of roadway was originally called out on the plans as mill and overlay. With the proposed changes to the sewer, we have priced the road work as full depth remove and replace. The milling cost has been deducted from the total cost of this change order. See the attached overview for clarification. (Exhibit B, D, F)

- Adding 600 LF of 8" PVC Gravity Sewer. Gravel foundation, 8 - 4" laterals, 8 - 4" cleanouts w/ wyes
- Adding 10 CY flowable fill
- Adding 3 SS Manholes
- Adding 1335 SY Roadway Base (Group 6)
- Deducting 1367 SY Asphalt milling
- Additional demolition (\$19,305.00)

Attachments:

Exhibit A – Executed Work Change Directive #1
 Exhibit B – Contractor's redline markup for tree removal along Sewer Line F.
 Exhibit C – Material Quote for Friendship Avenue Sewer addition
 Exhibit D – Friendship Ave Sewer Main Exhibit

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: <u>\$ 4,607,573.44</u>	Original Contract Times: 550 DAYS Substantial Completion: <u>03/17/2026</u> Ready for Final Payment: <u>04/16/2026</u>
[Increase from previously approved Change Order No. to No. <u>1</u> : <u>\$46,899.59</u>	Increase from previously approved Change Order No. <u>1</u> : 11 days Substantial Completion: <u>03/28/2026</u> Ready for Final Payment: <u>04/27/2026</u>
[Increase from previously approved Change Order No. to No. <u>2</u> : <u>\$79,692.17</u>	Increase from previously approved Change Order No. <u>2</u> : 10 days Substantial Completion: <u>04/07/2026</u> Ready for Final Payment: <u>05/07/2026</u>
Contract Price prior to this Change Order: <u>\$4,734,165.20</u>	Contract Times prior to this Change Order: Substantial Completion: <u>04/07/2026 – 321 days</u> Ready for Final Payment: <u>05/07/2026 – 351 days</u>
Increase of this Change Order: <u>\$180,079.14</u>	Increase of this Change Order: <u>20 Days</u> Substantial Completion: <u>04/27/2026</u> Ready for Final Payment: <u>05/27/2026</u> <u>Addition of 20 days, 371 days total</u>
Contract Price incorporating this Change Order: <u>\$4,914,244.34</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>04/27/2026</u> Ready for Final Payment: <u>05/27/2026</u> <u>341 days – Substantial Completion</u> <u>371 days – Final Completion</u>

REVIEWED:	ACCEPTED:	ACCEPTED:
By: <u>Hayden Brown, Barge Design</u>	By: _____ <u>Owner (Authorized Signature)</u>	By: _____ <u>Contractor (Authorized Signature)</u>
Title: <u>Construction Engineer</u>	Title: _____	Title: _____
Date: <u>01/14/2026</u>	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____

Date:

Title: _____

WORK CHANGE DIRECTIVE NO.: 1

Owner: City of Panama City Owner's Project No.: PC25-033
Engineer: Panhandle Engineering, Inc. Engineer's Project No.: 13142
Contractor:
Project: SRF Area D-14
Contract Name:
Date Issued: Effective Date of Work Change Directive:

Contractor is directed to proceed promptly with the following change(s):

Description:

Addition of no more than 22 - 6" sewer laterals to the new 8" gravity sewer main in lieu of 4" lateral connections.

Attachments:

- Contractor's unit price quote for 6" laterals and 6"x4" clean out assembly
- Material quote from Ferguson (supplier) for all new materials

Purpose for the Work Change Directive:

The contractor has observed that the Panama City Housing Authority lots have 2 - 4" laterals per structure that combine into a 6" lateral tie-in to the gravity main. There are anticipated to be approximately 22 - 6" lateral tie-ins, and the contractor will install as necessary.

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

Notes to User—Check one or both of the following

Non-agreement on pricing of proposed change. Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$ 54,295.12 (22 @ \$2,467.96 ea) **increase**

Contract Time: N/A days **[increase] [decrease] [not yet estimated].**

Basis of estimated change in Contract Price:

Lump Sum Unit Price Cost of the Work Other

Recommended by Engineer

By: Hayden Brown

Title: Construction Engineer

Date: 10/15/2025

Authorized by Owner

JONATHAN H. HAYES

City Manager

10-20-2025



October 15, 2025

Re: SRF Area D-14 : Change Order Request for 6" Laterals

Attn: Hayden Brown

Scope of work: Install a 6" lateral off of the proposed 8" main for the connection to the existing 6" laterals that were not called out on the plans.

6" Lateral Assembly

Description	Quantity	Unit	Unit Cost	Total
6" Lateral off 8" Main	1	ea	\$2,183.90	\$2,183.90
6"x4" Cleanout Assembly	1	ea	\$284.06	\$284.06
Subtotal				\$2,467.96

Notes:

1. The price provided is a unit price per each.
2. Due to the unknown quantity, Mainline cannot provide a total of laterals to be installed. 6" laterals will be installed as need and billed accordingly.
3. The unit price provided above includes all necessary pipe and fittings to complete a 6" lateral off of the new main, a 4" clean out, and connection to the existing 6" lateral.
4. If a 4" lateral is desired –

A 4" lateral assembly (Includes line items B1.18, B1.19, and B1.22) comes to a per each cost of \$2,121.33. Installing 4" laterals at the location shown on the overview (and all similar locations), would require two 4" laterals to be installed with the need for additional reconnection of all tie-ins currently connected to the existing lateral. A line item would need to be made for the reconnection of these tie-ins as they are not part of the original scope.

Sincerely,

A handwritten signature in black ink, appearing to read "Garrett Cullen".

Garrett Cullen

**Change Order
Single Sewer Service**

Qty	UM	Description / Comments	Bid Price	Ext Price
28	FT	6 X 14 SDR35 PVC Gasket Joint Sewer Pipe	\$4.67	\$130.76
14	FT	4 X 14 SDR35 PVC Gasket Joint Sewer Pipe	\$1.96	\$27.44
500	M	10GA SLD HFCCS PE30 WIRE GREE 500FT	\$154.91	\$77.45
1	EA	8 X 6 PVC Sewer Gasket X Gasket X Gasket Wye	\$76.34	\$76.34
1	EA	6 PVC Sewer GXS 45 BEND	\$22.22	\$22.22
1	EA	6 PVC Sewer Gasket X Gasket 45 BEND	\$24.99	\$24.99
1	EA	6 X 4 PVC Sewer Gasket X Gasket X Gasket Wye	\$42.60	\$42.60
1	EA	4 PVC Sewer GXS 45 BEND	\$11.04	\$11.04
1	EA	4 PVC SWR HUB FEM CO ADPT SDR35	\$5.88	\$5.88
1	EA	4 PVC Sewer REC Thread Cleanout PLUG	\$8.26	\$8.26
1	EA	6 Cast Iron PVC X 6 Cast Iron PVC Coupling RC Series	\$58.52	\$58.52
Quantity: 1 Average Unit Price \$485.50/EA		Single Sewer Service:	<u>\$485.50</u>	
		Change Order:	<u>\$485.50</u>	

Net Total:	\$485.50
Estimated Tax:	\$36.41
Grand Total:	\$521.91

Local State and federal laws governing type of products that can be sold or put into commerce. This quote is offered contingent upon the buyers acceptance of seller terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://ferguson.com/content/website-info/terms-of-sale>.

Govt buyers: All items quoted are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP" in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

Quoted prices are based upon receipt of the total quantity for immediate shipment (48) hours. SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT THE TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE. CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

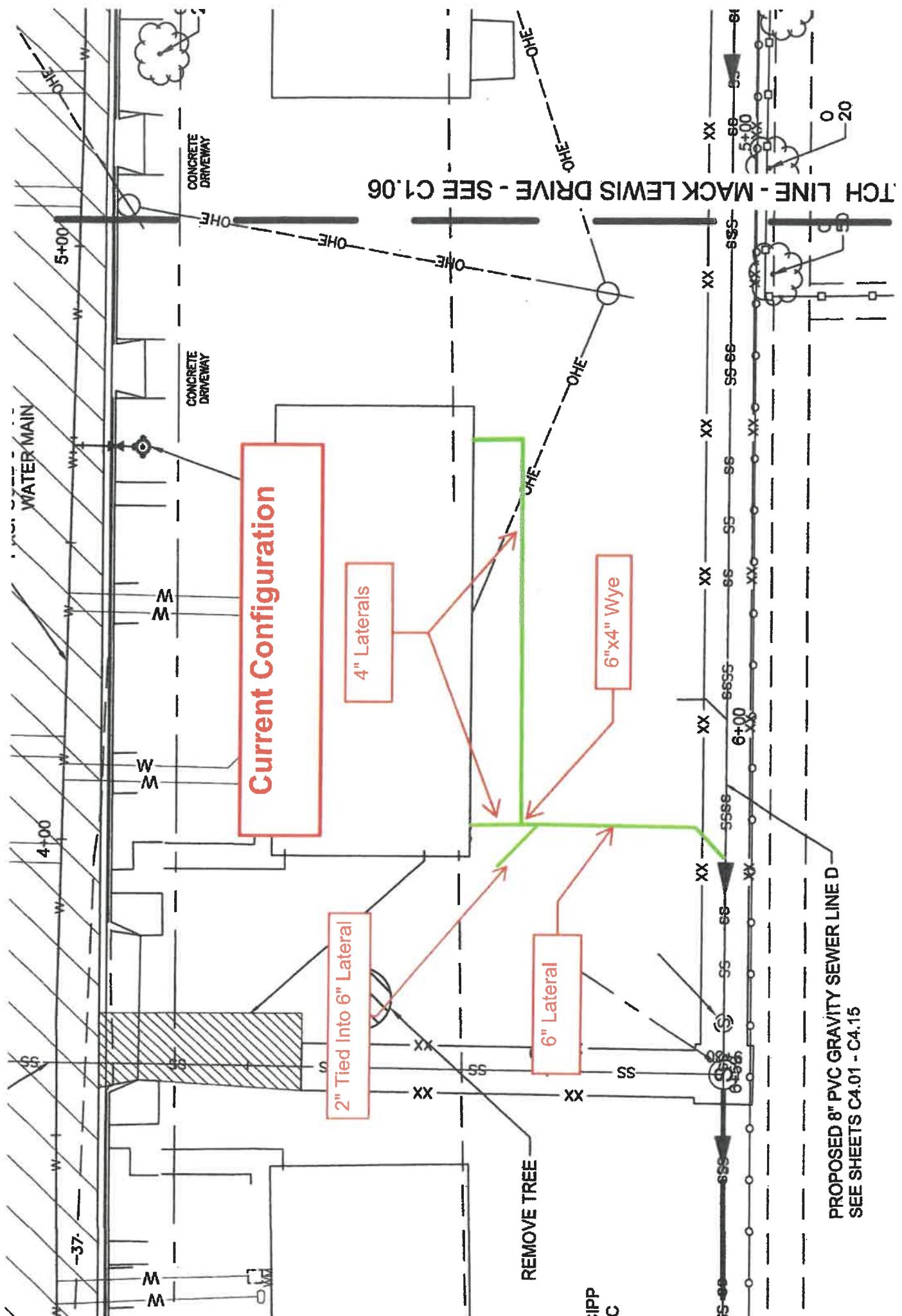
ALL PRICES QUOTED FOR PVC ARE FOR ESTIMATION ONLY. PRICES QUOTED FOR PVC PRODUCTS WILL BE VALID FOR 7 DAYS FROM THE DATE OF THIS QUOTATION WITH BUYER TO TAKE DELIVERY OF DIRECT SHIPMENT FROM THE MANUFACTURER WITHIN 30 DAYS OF QUOTATION, AND ARE SUBJECT TO AVAILABILITY OF PRODUCTS. ALL QUOTATIONS FOR PVC OUTSIDE OF THE STATED TERMS ARE SUBJECT TO REQUOTING. THIS QUOTATION DOES NOT CONSTITUTE A BINDING AGREEMENT AND THE PRICING OFFERED SHALL BE BINDING ONLY UPON ISSUANCE OF A PURCHASE ORDER BY BUYER AND ACCEPTANCE IN WRITING BY SELLER.

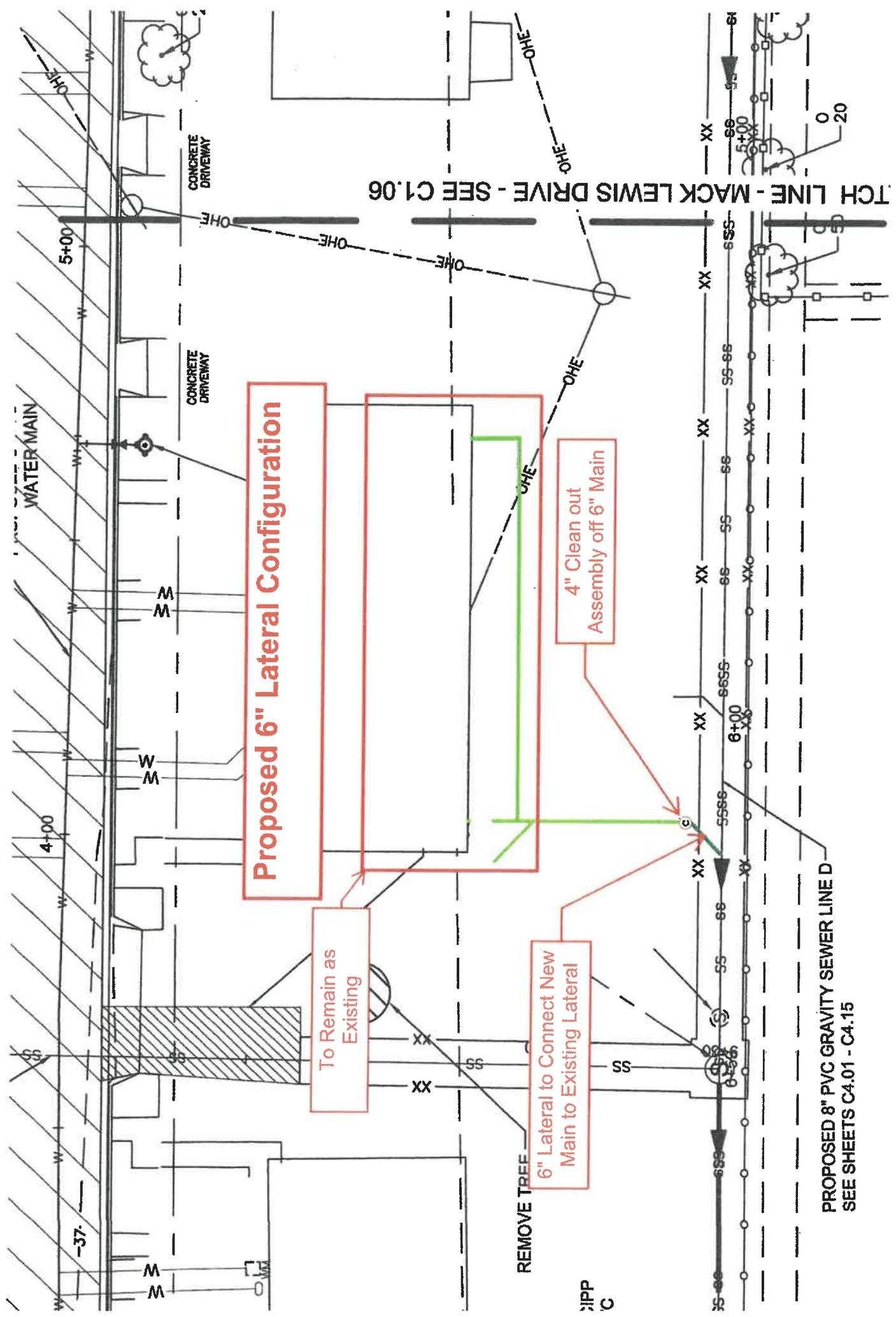
Due to the uncertain impact of potential tariffs, Ferguson's quotation/proposal has not included any provision or contingency for future tariffs or an increase of existing tariffs. Ferguson reserves the right to adjust prices to reflect the impact of any new or increased tariffs that affect our costs at the time of shipment. Ferguson will provide notice of any such adjustments along with documentation supporting the changes.

"Any reference to or incorporation of Executive Order 14042 and/or the EO-implementing Federal clauses (FAR 52.223 -99 and/or DFARS 252.223-7999) is expressly rejected by Seller and shall not apply as Seller is a materials supplier and therefore exempt under the Executive Order."

"Unless explicitly stated as required in the Request for Proposal or Solicitation, this proposal response does not adhere to domestic preference provisions for material, labor provisions, or subcontracting requirements related to Federally Funded projects."

Job Terms:





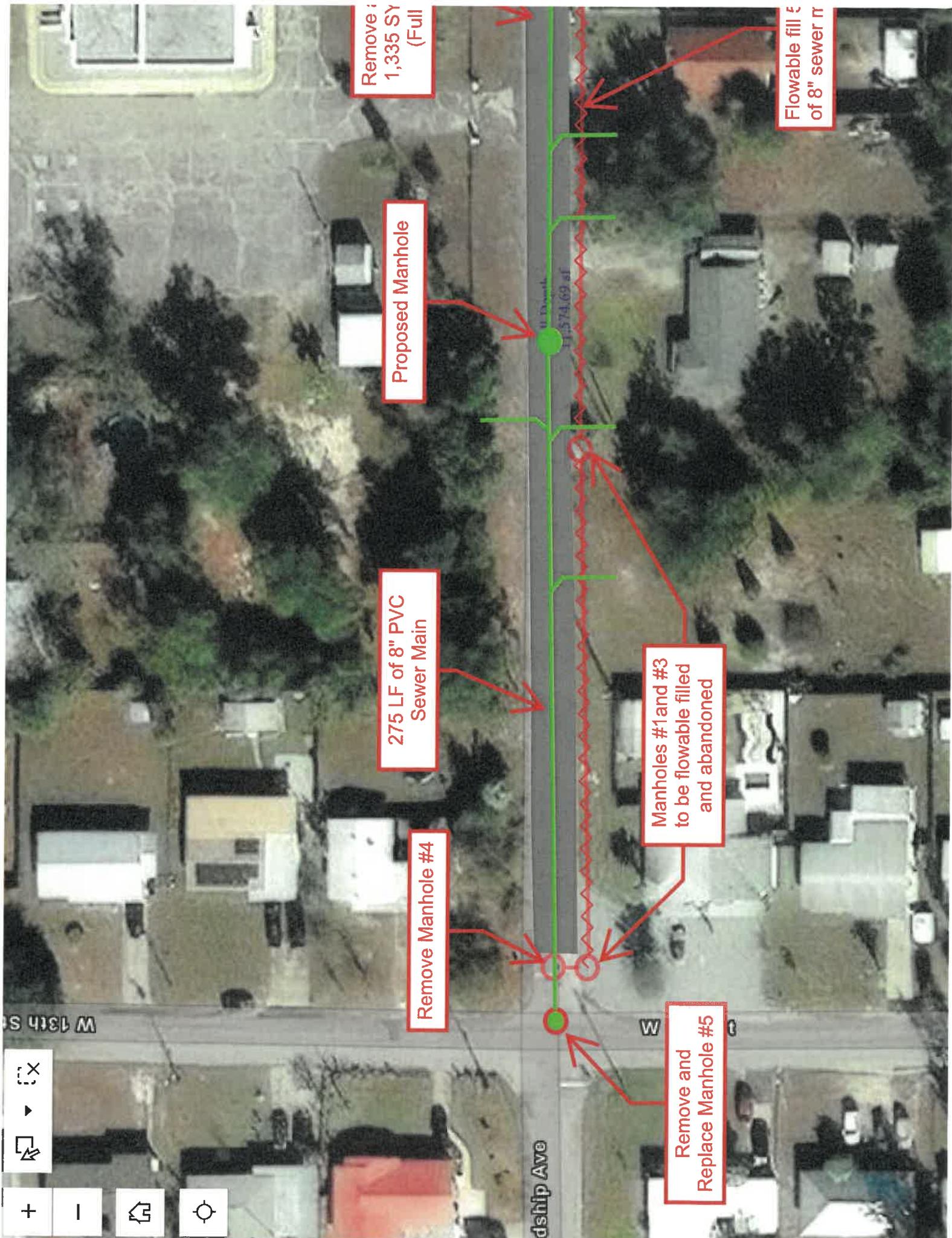


EXHIBIT B



December 9, 2025

Re: Work Change Directive #2 Request – Additional Tree Removal

Attn: Hayden Brown

Scope of work: Per the discussions on site, Mainline proposes to remove and haul off of (1) popcorn tree and (1) oak tree that are in conflict of installing the proposed sewer main. See overview for the locations of these trees.

Lump Sum: 8,313.50

Notes:

1. Mainline requests for this work change directive to be approved as soon as possible.
2. The lump sum price includes removal of the trees, stumps and haul off of both trees. The popcorn tree will be cut off flush at the top of the existing fence.

Sincerely,

A handwritten signature in black ink, appearing to read "Garrett Cullen".

Garrett Cullen

-STA: 0+00
NEW MH F-1
INV OUT: 32.55 (8" S)
N: 428681.81
E: 1591957.73

18763-000-000
ALBINO, JACINTO & DIGNA
2019W14TH ST

PROPOSED 8" PVC GRAVITY SEWER -

EX. EX. MH F2-55
TO BE REMOVED

EX. 6" VCP SANITARY
SEWER TO BE ABANDONED
W/ FLOWABLE FILL
OR DEMOLISHED

18987-000-000 MARALAN-FRANKFORD LLC 1314 FRANKFORD AVE	18988-000-000 BALABAGNO, GLEN JOHN T & 1312 FRANKFORD AVE
--	---

18989-000-000
MILLER,ASHLEY J.
1310 FRANKFORD AVE

EXHIBIT C

Friendship Ave Sewer

Scope of work: Included in CO #1, Mainline had the sewer main on Friendship Ave from 13th St to 14th St videoed to investigate its existing conditions. 340 LF of the existing main is PVC with bellies and pipe separations. The remaining length of sewer main is clay pipe with sags and joint separations. After reviewing these conditions, Mainline proposes to abandon and flowable fill the existing sewer main running in the east R/O/W and install a new sewer main within the roadway on Friendship Ave. The manhole at Friendship Ave and 13th St will be removed and replaced with the addition of (two) more manholes placed up stream towards 14th St. The section of roadway was originally called out on the plans as mill and overlay. With the proposed changes to the sewer, we have priced the road work as full depth remove and replace. The milling cost has been deducted from the total cost of this change order. See the attached overview for clarification.

Additions

Description	Quantity	Unit	Unit Cost	Total
Demolition	1	ls	\$19,305.00	\$19,305.00
8" PVC 0-4 Foot of Cover	600	lf	\$47.48	\$28,488.00
Sanitary Sewer Manhole (0-4 VF Deep)	3	ea	\$7,400.16	\$22,200.48
Gravel Foundation	600	lf	\$6.70	\$4,020.00
Laterals (4 Inch)	8	ea	\$1,167.30	\$9,338.40
Cleanouts	8	ea	\$440.86	\$3,526.88
Wyes and Tees for Sewer	8	ea	\$513.17	\$4,105.36
Flowable Fill	10	cy	\$482.98	\$4,829.80
Optional Base Group 6	1335	sy	\$22.11	\$29,516.85
				Subtotal \$125,330.77

Deductions

Description	Quantity	Unit	Unit Cost	Total
Asphalt Milling	-1367	sy	\$5.75	-\$7,860.25
				Subtotal -\$7,860.25

Total \$117,470.52

(See next page for notes)

EXHIBIT C

Notes:

1. Mainline requests that 20 days be added to our contract for completion of this change order.
2. All items reflect the original contract pricing.
3. Investigational film and report is attached as a folder with this change order.
4. A slope of .40% will be maintained for the length of the sewer main.

Sincerely,



Garrett Cullen



Agenda Item Request Form

ITEM: Consideration to approve revising the name of the westernmost portion of Discovery Loop within the SweetBay development.

BACKGROUND INFORMATION: Enclosed for the Commission's consideration is a request to revise the name of the portion of Discovery Loop that is between Frankford Avenue and North Discovery Loop to Indigo Street. See Appendix A for a map showing the extents of the proposed naming revision.

This revision would eliminate duplicate and/or closely related addresses and provide clarity regarding the different road segment names in the vicinity. This request and the new road name was coordinated with representatives from the St. Andrew Bay Land Company.

DEPARTMENT HEAD RECOMMENDATION: Staff recommends approval

Budget Impact: N/A

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

Prepared By: Matt DeVito

Date: 1/15/2026

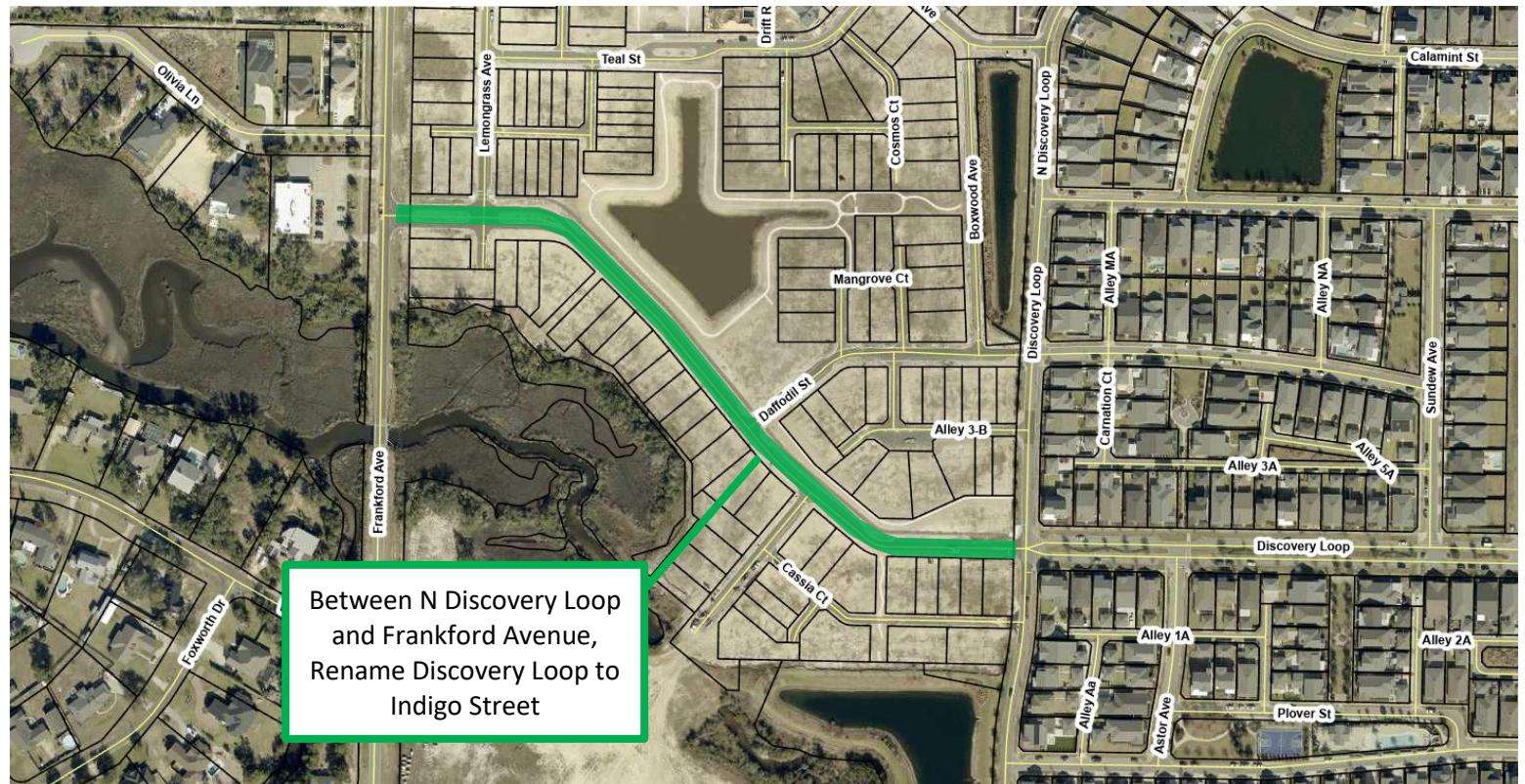
Reviewed By: Clint Murphy

Date: 1/15/2026

Approved By: Jonathan H. Hayes

Date: 1/16/2026

APPENDIX A: Map of the Limits of the Proposed Road Name Updates



Matthew DeVito

From: Stacy Rausch
Sent: Thursday, January 15, 2026 2:53 PM
To: Matthew DeVito
Subject: Fw: Discuss SweetBay Addressing
Attachments: Road Name Change.pdf

Stacy Rausch, P.E., PMP

City Engineer/ Assistant Public Works Director
Public Works



Office: (850) 691-4552
Mobile: (850) 771-5616
E-Mail: srausch@panamacity.gov
501 Harrison Ave. Panama City, FL 32401
www.panamacity.gov

How did we do? Tell us here.

UNDER FLORIDA LAW, E-MAIL ADDRESSES ARE PUBLIC RECORDS. IF YOU DO NOT WANT YOUR E-MAIL ADDRESS RELEASED IN RESPONSE TO PUBLIC RECORDS REQUEST, DO NOT SEND ELECTRONIC MAIL TO THIS ENTITY. INSTEAD, CONTACT THIS OFFICE BY PHONE OR IN WRITING.

From: Jessica Renella <jrenella@standrewbay.com>
Sent: Thursday, January 8, 2026 9:53 AM
To: Jonathan Hayes <jhayes@panamacity.gov>; Will Randle <wrandle@standrewbay.com>; Michael Fuller <cmfuller@panamacity.gov>; Jiwuan Haley <jhaley@panamacity.gov>; Clint Murphy <cmurphy@panamacity.gov>
Cc: Stacy Rausch <srausch@panamacity.gov>
Subject: RE: Discuss SweetBay Addressing

Hello,

Will and I, on behalf of St. Andrew Bay Land Company, would like to make a formal request to change the street name of the highlighted segment of Discovery Loop. Our recommendation is to change this street name to: **Indigo Street**. Please let me know if you have any questions or concerns about this request.

Thank you,
Jessica Renella
St. Andrew Bay Land Company
3204 Heartleaf Ave E., Panama City, Florida 32405
o: 850-215-0097
c: 850-503-3678

-----Original Appointment-----

From: Jonathan Hayes <jhayes@panamacity.gov>

Sent: Wednesday, January 7, 2026 3:35 PM

To: Will Randle; Michael Fuller; Jiwuan Haley; Clint Murphy; Jessica Renella

Cc: Stacy Rausch

Subject: Discuss SweetBay Addressing

When: Thursday, January 8, 2026 8:30 AM-9:00 AM (UTC-06:00) Central Time (US & Canada).

Where: TEAMS or JHs office @ City Hall

Please do not join before 8:30am CT.

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 223 358 605 576 40

Passcode: hg68uC7Q

Dial in by phone

[+1 872-207-0148,,554927666#](#) United States, Chicago

[Find a local number](#)

Phone conference ID: 554 927 666#

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AGENDA ITEM REQUEST FORM

ITEM: 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.

BACKGROUND INFORMATION: An Invitation for Bid was advertised by the City on December 2, 2025, to secure competitive bids for the CDBG-DR Project Hometown Revitalization – Greg Abrams work. Seven (7) responsive proposals were received by City staff on January 14, 2026. The responsive bid was from Anderson Construction Company in the amount of \$140,774.00. Staff recommends the City award the total bid for Greg Abrams to Anderson Construction Company and approval to execute a contract in the amount of \$140,774.00.

The following documents are enclosed with this agenda item:

- a) Tabulation of bids
- b) Proposed contract with Anderson Construction Company
- c) Bid Recommendation Letter

DEPARTMENT HEAD RECOMMENDATION: Staff recommends awarding ITB PC26-005 to Anderson Construction Company and executing a contract in the amount of \$140,774.00 for the construction of the Project CDBG-DR Hometown Revitalization – Greg Abrams.

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 \$ \$140,774.00 CDBG-DR Harrison HRP Grant

Revenue \$ [Click here to enter text.](#)

Requested By: [Jennifer S. Aldridge](#)

Date: [1/16/2026](#)

Reviewed By: [Michael Fuller](#)

Date: [1/16/2026](#)

Approved By: [Brandy Waldron](#)

Date: [1/16/2026](#)



Certified Bid Tabulation

CDBG-DR Hometown Revitalization Program – Greg Abrams Seafood

ITB No. PC26-005

Date: January 14, 2026

Company Name	Base Bid Lump Sum Total
850 Construction Services LLC	\$ 216,975.95
Anderson Construction Company	\$ 140,774.00
BGN Contractors	\$ 214,000.00
Hall Contracting & Construction, Inc.	\$ 192,033.00
Inland Construction and Engineering, Inc.	\$ 294,560.00
Roberts and Roberts, Inc.	\$ 164,854.50
Royal American Construction Company, Inc.	\$ 160,317.00

This is to certify that this is a true and correct accounting of all bids received on January 14, 2026 as read aloud by the City's Contract Administrator from the Bonfire Vendor Portal or as delivered regarding CDBG-DR Hometown Revitalization -Greg Abrams Project, ITB No. PC26-005

Signed: _____
Joseph J. Sorci, Architect

Date: 01/15/2026

PC26-005 CDBG-DR Hometown Revitalization Program

Greg Abrams Seafood

Panama City, FL

Date: January 16, 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: Greg Abrams Seafood Project Bid Award Recommendation Letter

Florida Architects, Inc. (FLA) is pleased to offer this Letter of Recommendation for Bid Award for the referenced PC26-005, Greg Abrams Seafood Project. This project underwent three rounds of bidding with the last having seven (7) 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:

Anderson Construction Company of North Florida
1729 St. Andrews Blvd.
Panama City, FL 32405
Ph: 850.215.5060

The accepted Base-Bid items as agreed upon by the property Owner included in this package and the corresponding recommended award amount total is One-Hundred-Forty-Thousand-Seven-Hundred-Seventy-Four and 00/100 - Dollars (\$140,774.00).

The Probable Cost Analysis prepared in October 2024 by the Architect is approximately 25% lower than the recommended Bid Award amount. However, after three rounds of bidding, the recommended bid award is what the current construction market will support.

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. Seven (7) 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) *	01/27/26
Receive, Approve Executed Contract, Bonds & Insurance*	02/03/26
Building Permitting*	02/24/26
Construction Notice-To-Proceed w/Construction*	02/26/26
Substantial Completion (170 Days) *	08/17/26
Final Completion (10 Days) *	08/27/26

* 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.

Joseph J. Sorci, AIA, President



AIA® Document A105® – 2017

Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the Twenty-Seventh day of January 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)

4369-45 - Terence Abrams, 234 E. Beach Dr. 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)

Anderson Construction Company of North Florida
1729 St. Andrews Blvd.
Panama City, FL 32405
Ph: 850.215.5060

for the following Project:

(Name, location and detailed description)

CDBG-DR Hometown Revitalization Program – PC26-005
4369-45 – Greg Abrams Seafood –
234 E. Beach Dr. Panama City, FL 32401
222 E. Beach Drive Panama City, FL 32401
Renovation to each location 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.

The Owner, City and Contractor agree as follows.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 3 CONTRACT SUM
- 4 PAYMENTS
- 5 INSURANCE
- 6 GENERAL PROVISIONS
- 7 OWNER
- 8 CONTRACTOR
- 9 ARCHITECT
- 10 CHANGES IN THE WORK
- 11 TIME
- 12 PAYMENTS AND COMPLETION
- 13 PROTECTION OF PERSONS AND PROPERTY
- 14 CORRECTION OF WORK
- 15 MISCELLANEOUS PROVISIONS
- 16 TERMINATION OF THE CONTRACT
- 17 OTHER TERMS AND CONDITIONS

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 07-08-2025, and enumerated as follows:

4369-45 – Greg Abrams Seafood – Drawings:

Number	Title	Date
Bid Set dated July 08,2025; refer to Index of Drawings	CITY OF PANAMA CITY CDBG-DR HOMETOWN REVITALIZATION PROGRAM GROUP Ga	07/08/2025

.3 addenda prepared by the Architect as follows:

Number	Date	Pages
1. One	12/10/2025	1-4
2. Two	12/12/2025	1-2
3. Three	01/06/2026	1-43
4. Four	01/09/2026	1-2

.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. CDBG-DR Required Contract Clauses
4. Davis-Bacon Prevailing Wages
5. FEMA Appendix II to Part 200
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.)

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

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:

One-Hundred-Forty-Thousand-Seven-Hundred-Seventy-Four Dollars and Zero Cents
(\$ 140,774.00)

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner 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	

§ 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: Garrett Anderson, garrett@andersonconstructionpc.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 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

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 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 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 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
- .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: Terence Abrams, Owner of Greg Abrams Seafood

(Printed name and title)

CONTRACTOR *(Signature)*

BY: Anderson Construction Company of North Florida

(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)



Agenda Item Request Form

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

BACKGROUND INFORMATION: The city currently contracts with Pallera for IT backup data solutions. Staff requests to renew the City's contract with Pallera for comprehensive data backup and restoration services. These services are essential for safeguarding critical municipal data and ensuring continuity of operations in the event of system failures or disasters.

The three-year contract includes:

- Year 1: \$37,451.75 includes added training refresher fee.
- Years 2 & 3: \$35,324.02 each

DEPARTMENT HEAD RECOMMENDATION: Staff recommends approval and execution of the three-year contract with Pallera in the amount of \$108,099.79.

Budget Impact:

Budgeted? Yes: No:

If more, where do you suggest funds come from? [Click here to enter text.](#)

Cost Center: 1350 Budget Resolution No.

Operating \$ [Click here to enter text.](#)

Requested & Prepared By: Cody Klingelhoets, Senior Manager IT Date 1/15/2026

Reviewed By: Brandy Waldron, Assistant City Manager Date: 1/15/2026

Approved By: Jonathan H. Hayes, City Manager Date: 1/15/2026

RESPECT. INTEGRITY. INNOVATION. COURAGE. EXCELLENCE.

Unitrends renewal 2026

Quote Information:

Quote #: 116078

Version: 1

Quote Date: 01/20/2026

Expiration Date: 01/30/2026

Prepared by:

**Technology Integration Group, A
Pellera Company**

Ruby Lewis
727-439-6343
Ruby.Lewis@pellera.com

**Technology Integration Group, A
Pellera Company**

PO Box 103184
Pasadena, CA 91189-3184

Bill To

CITY OF PANAMA CITY

501 Harrison Ave
Panama City Beach, FL 32401
Steven Buoni
(850) 832-3818
sbuoni@pcgov.org

Ship To

CITY OF PANAMA CITY

501 Harrison Ave
Panama City Beach, FL 32401
Narender Singh
(850) 872-3081
nsingh@panamacity.gov

Payment Terms:

NET 30

3 year option with annual payments		Price	Qty	Ext. Price
Start Date: 1/12/2026 End Date: 1/11/2027				
CNS-UNI-REPLACE	Professional Services for Replacement Appliance Metadata Transfer	\$354.80	1	\$354.80
CNS-UNI-CLD-RET	Professional Services for Backup Retention Configuration	\$118.59	1	\$118.59
CNS-UNI-SPAN	Self Guided Onboarding for Uniview SaaS Backup	\$0.00	1	\$0.00
CNS-UNI-UBP	Professional Services for UniView Backup Portal	\$0.00	1	\$0.00
S-CLD-K3-O365	Unitrends Office 365 Backup	\$29.55	354	\$10,460.70
S-CLD-K2-UBP	Unitrends UniView portal	\$0.00	1	\$0.00
FC-1RDCaS-500-A	Unitrends Forever Cloud 500GB with DRaaS 1 Year Retention Annual Subscription	\$781.61	20	\$15,632.20
RS-10-24SPL	Unitrends: Support for RS 10 24 Recovery Series Subscription	\$9,284.22	1	\$9,284.22
S-CLD-K3-O365	Unitrends Office 365 Backup	\$29.55	354	\$10,460.70
FC-1RDCaS-500-A	Unitrends Forever Cloud 500GB with DRaaS 1 Year Retention Annual Subscription	\$781.61	20	\$15,632.20
RS-10-24SPL	Unitrends: Support for RS 10 24 Recovery Series Subscription	\$9,284.22	1	\$9,284.22
S-CLD-K3-O365	Unitrends Office 365 Backup	\$29.55	354	\$10,460.70
FC-1RDCaS-500-A	Unitrends Forever Cloud 500GB with DRaaS 1 Year Retention Annual Subscription	\$781.61	20	\$15,632.20
RS-10-24SPL	Unitrends: Support for RS 10 24 Recovery Series Subscription	\$9,284.22	1	\$9,284.22
Payment Number		Payment Amount		
Year 1		\$35,850.51		
Year 2		\$35,377.12		

3 year option with annual payments	Price	Qty	Ext. Price
Year 3	\$35,377.12		
Total: \$106,604.75			

Section 5(b) of the Kaseya Master Agreement is hereby amended by adding the following to the end of the section: "Notwithstanding the foregoing, with respect to the Services listed on this Quote/Order ("Order"), in the event governmental funding is not approved for these Services in future fiscal years, Customer may terminate the Committed Service Term of the Subscription as of the date that funding ceases provided that: (a) Customer uses reasonable efforts to have the funding approved (which requires Customer to include the Services in its requested budget); (b) upon request Customer will provide Kaseya proof of those efforts and proof of the failure to secure funding; (c) Customer provides written notice of the termination by email sent to Customer's Kaseya Account Manager; and (d) Customer shall return hardware related to Services (if applicable) within thirty (30) days of the date of Customer's termination request.

Subtotal	\$106,604.75
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Quote Summary	Amount
3 year option with annual payments	\$106,604.75
Total:	\$106,604.75

Please be advised that the quoted pricing may be impacted by potential tariffs and, as a result, may be subject to increase. If pricing is affected by tariffs, we will confirm with you prior to accepting a PO or placing an order.

Terms & Conditions

Client's signature below indicates acceptance of this offer subject to the Pellera Terms and Conditions of Sale, available at <https://pellera.com/product-terms/>, which is incorporated herein by this reference and made a part hereof, except as otherwise agreed to by the parties. Execution of this proposal authorizes Pellera to place an order, ship, and invoice any equipment, third party products and/or services identified in this proposal. Orders are non-cancellable unless otherwise stated in this proposal. Client is responsible for shipping costs; Pellera retains risk of loss and title to equipment until delivery. When applicable, Pellera will state shipping costs in this proposal, as well as on Client invoice. Expedited shipping requests will result in Client incurring additional shipping fees.

Price is valid through the date shown above and subject to applicable taxes. Payment terms are the terms shown above, or Net 30 days if no payment terms are listed above. The pricing set forth in the proposal is based upon the applicable manufacturer's current pricing matrix and the application of all charges and/or credits. Pellera will advise Client in writing prior to shipment of any changes in pricing by the manufacturer that would affect this proposal.

For hardware maintenance renewals, the inventory presented in this proposal is based on Client's current maintenance contract and information provided by Client. Client is responsible for ensuring that the inventory presented is all inclusive of the current installed environment and that applicable software is updated to current supported levels. Only the inventory presented will be covered for hardware maintenance and/or services as stated in the proposal.

SKU Services descriptions are available at <https://pellera.com/sku-service-descriptions/>.

Please return an executed copy of this entire Proposal, including the Proposal Acceptance and Signature Page, or provide a Purchase Order referencing this Proposal. Thank you for your confidence in Pellera Technologies.

NASPO Disclosure: TIG retains the difference between the price collected from the Authorized Purchasers and the amount paid to vendor for the Products and Services sold to the Authorized Purchaser.

Acceptance
CITY OF PANAMA CITY

Signature / Name

Initials

Title

Date

PO Number



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

MEMORANDUM

TO: Honorable Mayor and Commissioners

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

DATE: January 27, 2026

RE: 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

The Board of Trustees for the Retirement Plan and Trust for the General Employees of the City of Panama City has one position, that is appointed by the City Commission, for a two-year term that expires on January 25, 2028. The current Board member Priscilla Hagler has expressed an interest in retaining her position on the Board.

The Board of Trustees administers the Defined Contribution Pension Plan for General Employees as amended by Ordinance No. 2566 on July 1, 2015. The Board is comprised of five members who serve two-year terms. Two members are appointed by the City Commission; two members are appointed by current employees of the City who are members of the Fund. The fifth member is appointed by the four members of the Board.

The Board shall meet quarterly, or at the Board's discretion, to review the investment performance of the Fund and related matters.

Applications are available on the City's website at www.panamacity.gov



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

MEMORANDUM

TO: Honorable Mayor and Commissioners
FROM: Janette Smith, CPA, CMC, City Clerk-Treasurer
DATE: January 27, 2026
RE: Notice of Term Expiration on the Infrastructure Surtax Citizens' Committee

The Infrastructure Surtax Citizens' Committee has one position for a two-year term that expires on January 11, 2028.

The current member Mr. Charles (Tem) Fontaine (Ward II appointment) has expressed an interest in retaining his position on the Committee.

The Infrastructure Surtax Citizens' Committee is responsible for reviewing expenditures of the surtaxes to ensure that funds were expended on the projects identified by the Panama City Commission that are consistent with Florida State Statutes Chapter 212. Once a project is completed and reviewed the Infrastructure Surtax Citizens Committee will issue a report to the public on whether its findings of the expenditures were consistent with Florida Statute Chapter 212. These reports will be posted on the City website.

Each Panama City Commissioner may appoint one citizen of Panama City to the five-member Committee. Members serve two-year terms. A chair and vice-chair shall be selected by the Committee.

The Infrastructure Surtax Citizens Committee meets once a quarter at a minimum.

Applications are available on the City's website at www.panamacity.gov



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

MEMORANDUM

TO: Honorable Mayor and Commissioners
FROM: Janette Smith, CPA, CMC, City Clerk-Treasurer
DATE: January 27, 2026
RE: Third Amendment to the Triumph Gulf Coast Grant Award

The City of Panama City (the City) and Eastern Shipbuilding, Inc. (ESG) entered into a grant award agreement with Triumph Gulf Coast Inc. (Triumph), on August, 1, 2019 whereby Triumph awarded \$20,000,000 to the City under certain terms, conditions and contingencies, and subject to certain performance metrics.

The attached document is the third amendment to this agreement and provides for the following additional terms and conditions.

- Extends the Completion Deadline of the grant to August 1, 2028 in line with the timeline in the budget of the Second Amendment.
- Adds required timelines for disbursement requests and the grant close-out deadline.
- Requires disclosure of and an auditor's opinion on the expenditure and receipt of funds related to the Deepwater Horizon oil spill.

THIRD AMENDMENT TO GRANT AWARD AGREEMENT
(City of Panama City – Eastern Shipbuilding/Project #185)

This Third Amendment to Grant Award Agreement (this “Amendment”) is made and effective this _____ day of _____, 2026 by and among Triumph Gulf Coast, Inc., a Florida not-for-profit corporation (“Triumph”), the City of Panama City, a Florida municipal corporation (“City”), and Eastern Shipbuilding, Inc., a Florida Corporation (“ESG”) (collectively, “parties”), for the uses and purposes set forth hereafter.

WITNESSETH:

WHEREAS, Triumph, the City, and ESG entered into that certain Grant Award Agreement dated August 1, 2019, as amended by that certain First Amendment to Grant Award Agreement dated April 30, 2020, and that Second Amendment to Grant Award Agreement dated September 30, 2021, (as amended, the “Agreement”), whereby Triumph awarded a grant of \$20,000,000 to the City under certain terms, conditions, and contingencies, and subject to certain performance metrics, all as set forth in the Agreement; and

WHEREAS, all parties are agreeable to certain amendments to the Agreement as described herein.

NOW THEREFORE, in consideration of the mutual covenants, promises herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. Creation of Section 4.3. Section 4.3 is hereby created as follows:

“4.3 The City shall submit an Application for Disbursement and satisfactory evidence of the expenditures of Matching Funds no less frequently than once during each twelve (12) month period ending on October 31, unless the Funding Schedule did not require that any Grant funds or Matching Funds be spent during such period. If no Grant funds are expended or requested for a twelve (12) month period ending on October 31, the City shall provide a written explanation or update of such circumstance in the City’s annual report submitted pursuant to Section 5.3 below. Invoices, proof of payment, payroll records, or other evidences of Matching Funds expenditures may not be submitted if they are older than eighteen (18) months. Any invoices, proof of payment, payroll records, or expenditures that are older than eighteen (18) months may not be subject of an Application for Disbursement or counted as Matching Funds, except for any pre-award Matching Funds described in this Agreement and/or in the Funding Schedule. The final Application for Disbursement and satisfactory evidence of the expenditure of all Matching Funds shall be submitted by the City no later than one hundred eighty (180) days following the Completion Deadline.”

2. Amendment to Section 5.1. The “Completion Deadline” as defined in Section 5.1 of the Agreement is hereby extended and shall hereafter mean and refer to August 1, 2028.

3. **Amendment to Section 7.2.** Section 7.2, subparagraph (b)(i) is hereby amended to read in its entirety as follows:

“(i) Chapter 218, Florida Statutes; applicable rules of the Department of Financial Services (DFS); and applicable of the Rules of the Auditor General. Regardless if Section 10.550 Rules of the Auditor General are applicable or not, Grantee shall provide as part of its Audit for any fiscal year in which funds related to the Deepwater Horizon oil spill are received or expended, a report that includes an opinion (or disclaimer of opinion) as to whether the schedule of receipts and expenditures of such funds is presented fairly in all material respects in relation to the financial statements taken as a whole. The report shall be prepared in accordance with AICPA Professional Standards, AU-C Section 725, promulgated by the American Institute of Certified Public Accountants;”

4. **No Other Amendments.** Except as expressly provided above, the Agreement shall remain unmodified and in full force and effect.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment be executed as of the day and year first above written.

THE CITY:

CITY OF PANAMA CITY,
a Florida municipal corporation

By: _____
Print Name: _____
Title: Mayor

ATTEST:

By: _____
Print Name: _____
Title: _____

TRIUMPH:

TRIUMPH GULF COAST, INC., a Florida
not-for-profit corporation

By: _____
Print Name: _____
Title: Chairman

By: _____

Print Name: _____
Title: Treasurer

ATTEST:

By: _____
Print Name: _____
Title: Secretary

ESG:

Eastern Shipbuilding Group, Inc., a Florida
corporation

By: _____
Name: _____
Title: _____

GRANT AWARD AGREEMENT
(City of Panama City - Eastern Shipbuilding/Project #185)

THIS GRANT AWARD AGREEMENT (this “**Agreement**”), made and entered into as of June __, 2019 (the “**Effective Date**”), by and among TRIUMPH GULF COAST, INC., a Florida not-for-profit corporation (“**Triumph**”), the CITY OF PANAMA CITY, a Florida municipal corporation (the “**City**”), and EASTERN SHIPBUILDING GROUP, INC., a Florida corporation (“**ESG**”).

WITNESSETH:

WHEREAS, pursuant to its authority under **Section 288.8017, Florida Statutes**, Triumph has agreed to make a Grant (as defined below) to the City, on and subject to the terms and conditions set forth in this Agreement, to provide partial funding for infrastructure improvements including platens, dredging, bulkhead installation, launchways, equipment, and warehouse facilities and improvements to be installed on an easement owned by the City (dominant tenement) located at ESG’s Nelson Street facility in Panama City (servient tenement) (collectively, the “**Project**”), all as further described in the ESG’s and the City’s Application for Funds submitted to Triumph, as amended (the “**Grant Application**”), which Grant Application is incorporated herein by reference. In the event of a conflict between a provision of the Grant Application and a provision of this Agreement, the provision of this Agreement shall control.

NOW, THEREFORE, for and in consideration of the agreements, covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. **Purpose of Agreement.** The purpose of this Agreement is to (i) award the Grant to the City, (ii) state the terms and conditions upon which the Grant will be disbursed, and (iii) set forth certain requirements as to the manner in which the Project will be undertaken and completed.

2. **Grant Award.** On and subject to the terms and conditions set forth herein, Triumph hereby agrees to make a grant to the City in the aggregate maximum amount of Twenty Million and 00/100 Dollars (\$20,000,000.00) (the “**Grant**”) to provide partial funding for the Project.

3. **Contingencies for Grant.** Triumph’s approval of the Grant is expressly contingent upon all of the following occurring concurrently with or prior to the execution of this Agreement:

3.1 The estimated total planning and construction cost of the entire Project is \$70,380,000, with the Grant constituting \$20,000,000 of that amount. Accordingly, the City must

secure cash or other funding commitments for the Project totaling not less than \$50,380,000, of which \$33,900,000 must be committed by ESG. No Grant funds shall be disbursed to the City unless and until the City has provided Triumph with satisfactory evidence that there are firm and enforceable funding commitments for the Project totaling not less than \$50,405,000, of which not less than \$33,900,000 has been committed by ESG.

3.2 Reserved.

3.3 The City and ESG shall have entered into an Easement Agreement (the “**Easement Agreement**”) pursuant to which ESG grants to the City easements at its Nelson Street Facility for the purposes of building, operating, managing, and maintaining the Project and the USCG Project (as defined below).

3.4 The City and ESG shall have entered into a Comprehensive Agreement for Shipbuilding Infrastructure Development (the “**Comprehensive Agreement**”) pursuant to which the City agrees to undertake and complete the Project, and which (i) commits the Nelson Street Facility to state and/or federal shipbuilding for at least 20 years; (ii) requires ESG to purchase from the City specified improvements at fair market value at end of the Lease (as defined below); and (iii) the City contracts with ESG to, among other things, assume all duties and obligations of permitting, designing, constructing, operating, managing, and maintaining the Project, as long as the City shall not be released of any of its obligations under this Agreement.

3.5 The City, as lessor, and ESG, as lessee, shall have entered into a Lease (the “**Lease**”) of the easement area under the Easement Agreement for the Project. The Lease shall, among other things, (i) commit the Nelson Street Facility to state and/or federal shipbuilding for at least 20 years; and (ii) require ESG purchase from the City specified improvements at fair market value at end of the Lease. The rental rate under the Lease shall require that ESG will pay fair market value rent for the term of the Lease; however, ESG may utilize any credit owed it for the easement rights granted to the City under the Easement Agreement and any obligations undertaken pursuant to the documents referenced herein. The Lease may provide ESG a purchase option for the improvements at end of lease so long as the option is allowed under Florida Law, including but not limited to, Florida Statutes Chapters 255, 288, and 311.

4. Disbursement of Grant:

4.1 Disbursement. Subject to the satisfaction of the contingencies set forth in Sections 3.1 through 3.5 above and in Section 4.2 below, the Grant will be drawn down in accordance with the projected budget attached hereto as **Exhibit “A”** and incorporated herein (the “**Budget**”). The parties acknowledge that the Budget may be updated and modified from time to time as the design and construction of the Project proceed, based on prudent financial management, the requirements and limitations of the various funding sources, and other considerations. As provided herein, the Grant shall be used only to pay a portion of the amounts due and owing from time to time by the City under and in accordance with the Construction Contract (as defined in Section 5.3 below). Not more than once per calendar month, the City shall submit an application for disbursement in the form of **Exhibit “B”** attached hereto (an “**Application for Disbursement**”) requesting a disbursement not exceeding seventy-seven percent (77%) the amount of the invoice(s) actually paid to the contractor under the Construction Contract; provided, however, that in no event shall the cumulative reimbursements made by Triumph exceed the \$20,000,000 maximum amount of

the Grant. Each Application for Disbursement shall be accompanied by (i) documentation evidencing the extent of completion of each eligible element of the Project and the cost of each eligible element of the Project incurred to that point, (ii) an updated Budget, if applicable, (iii) an updated construction schedule, if applicable, (iv) progress reports from the architect/engineer, (v) (if available) aerial photographs, (vi) documentation and invoices in detail sufficient for a proper pre-audit and post-audit thereof, including, but not limited to, records of the Project account described in Section 7.1 below, and (vii) documentation itemizing the cumulative amounts paid to date with respect to the Project both from the Grant and other funding sources (including the Matching Funds).

4.2 Conditions to Triumph's Obligations to Disburse the Grant. Within forty-five (45) days of receipt of an Application for Disbursement under Section 4.1 above, Triumph shall either approve or disapprove of the Application for Disbursement in a written notice to the City. If Triumph approves the Application for Disbursement, then it shall disburse the approved amount to the City within thirty (30) days after delivery of the notice of approval. If Triumph disapproves the Application for Disbursement, Triumph shall state in the notice of disapproval the reasons for such disapproval. If Triumph disapproves the Application for Disbursement, Triumph shall state the reasons for such disapproval. The City shall have thirty (30) days to address the reasons for disapproval and submit documentation for reconsideration of the Application for Disbursement. If Triumph fails to approve or disapprove of the Application for Disbursement within forty-five (45) days of receipt, such Application for Disbursement shall be deemed disapproved.

Reasons for disapproving an Application for Disbursement must include one or more of the following:

- (a) Missing or incomplete documentation required under Section 4.1 above, as identified in writing by Triumph;
- (b) The Application for Disbursement seeks disbursement for more than the amounts actually invoiced by the under a Contract;
- (c) The Application for Disbursement seeks disbursement for an amount in excess of the amount permitted by the 77% limitation set forth in Section 4.1 above;
- (d) The amount requested for disbursement under the Application for Disbursement, together with all amounts previously disbursed under the Grant, would exceed the \$20,000,000 maximum amount of the Grant;

- (e) The City and/or ESG made a misrepresentation or omission of a material nature in the Grant Application, or any supplement or amendment to the Grant Application, or with respect to any document or data furnished with the Grant Application or pursuant to this Agreement;
- (f) There is any pending litigation against the City and/or ESG (1) which may in Triumph's reasonable discretion jeopardize or adversely affect or delay the Project, and/or (2) which involves or otherwise relates to this Agreement, the awarding of the Grant, the disbursement of the Grant, the Comprehensive Agreement, the Easement Agreement, and/or the Lease;
- (g) There is any pending litigation against Triumph (1) which in Triumph's reasonable discretion may jeopardize or adversely affect or delay the Project, and/or (2) which involves or otherwise relates to this Agreement, the disbursement of the Grant, the Comprehensive Agreement, the Easement Agreement, and/or the Lease;
- (h) Any permit applicable to the Project has been suspended, revoked, terminated, or has expired, without having been reinstated or renewed, or is in any other manner no longer in force or effect;
- (i) The City and/or ESG has taken any action pertaining to the Project which, under this Agreement, requires the approval of Triumph, and the City failed to obtain such approval;
- (j) Either the City and/or ESG has violated any of the provisions of Sections 9.1, 9.4, and/or 9.5 of this Agreement;
- (k) Either the City and/or ESG is in material violation, default, or breach of or under any provision of this Agreement;
- (l) Either the City and/or ESG is in material violation, default, or breach of or under any provision of the Comprehensive Agreement, the Easement Agreement, and/or the Lease;
- (m) Either the City and/or ESG is in breach of any representation or warranty contained in this Agreement;
- (n) The City, ESG, and/or any federal, state, or local agency providing funding for the Project has revoked, suspended, or terminated such funding, including, but not limited to, the Matching Funds, without such funding having been reinstated or renewed or replaced by another funding source;

- (o) The City and/or ESG has abandoned or, before completion, discontinued the Project, or for any reason (other than *force majeure* as defined herein) the commencement, prosecution, or timely completion of the Project by the City and/or ESG is rendered improbable, infeasible, impossible, or illegal for any reason other than *force majeure* as defined in this Agreement;
- (p) All or any portion of the requested disbursement includes disbursement for improvements that are outside the scope of the Project that is contemplated under the Grant Application and/or a Contract; or
- (q) A Contract has been materially modified, amended, or terminated without the prior consent or approval of Triumph as required by Section 5.8 below. A change order of \$25,000 or less shall not constitute a material modification.

5 Completion of the Project:

5.1 General Requirements. The City and ESG shall commence, and complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions of this Agreement, the Grant Application, the Construction Contract, and all applicable laws. The City and ESG agree to complete the Project within six (6) years after the Effective Date (the “**Completion Deadline**”). If the City and ESG do not complete the Project by such date, Triumph’s obligation to make future distributions of the Grant will expire unless an extension of the time period is requested by the City and ESG and granted in writing by Triumph prior to such expiration date. Notwithstanding the foregoing, the Completion Deadline shall be extended on a day-for-day basis by reason of *force majeure* events. The term “*force majeure*” as used herein shall mean that which is beyond the control of the City and ESG, including, but not limited to, acts of God (such as epidemics, landslides, lightning, earthquakes, fire, hurricanes, storms, floods, washouts, droughts and adverse weather conditions), strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of any kind of the Government of the United States, or of the state or any civil or military authority, insurrections, riots, arrest, restraining of government and people, civil disturbances, explosions, partial or entire failure of utilities, shortages of or temporary substantial increases in the cost of labor, material, or supplies, or any acts or omissions of third parties not within the City’s and ESG’s control, a full or partial shutdown of the federal government, and other such events or circumstances which are beyond the control of the City and ESG despite all reasonable efforts to prevent, avoid, delay, or mitigate such causes. For purposes of this Agreement, the Project shall be deemed complete when the entire Project has been substantially completed in substantial compliance with the plans and specifications, and certificates of occupancy for all buildings comprising the Project have been issued by the appropriate governmental authority.

5.2 Total Project Cost. The estimated total cost of the entire Project is \$70,380,000, of which a maximum of \$20,000,000 shall be provided by the Grant, and the balance of \$50,380,000 shall be provided using the following matching funds (collectively, the “**Matching**

Funds): (a) the City and Bay County shall pay using \$450,000 of its own funds, (b) the State of Florida shall pay \$15,500,000 from its own funds, (c) the United States Maritime Administration shall pay \$530,000 using its own funds, and (e) ESG shall pay \$33,900,000 using its own funds. Using the Grant, the Matching Funds, and funds from other sources, the City and ESG agree to bear the entire cost and expense of the Project, including but not limited to, all costs and all expenses in excess of the total estimated cost of the Project, it being expressly understood and agreed that the Grant shall operate only to disburse to the City, on and subject to the terms and conditions set forth herein, a portion of the costs and expenses to be paid by the City at the time(s) of such disbursement. The City and ESG shall take all steps reasonably necessary to maintain the Budget. The City and ESG shall notify Triumph of any anticipated changes to the Budget and shall work with Triumph to update and revise the Budget such that it reflects the anticipated schedule of completion of the Project.

5.3 Competitive Bids for the Project. The City and ESG shall issue an invitation to bid to solicit competitive bids for materials and labor for the construction portion of the Project pursuant to Sections 180.24 and 255 et seq., Florida Statutes, or pursuant to the Consultant's Competitive Negotiation Act as set forth in Section 287.055, Florida Statutes, as applicable. ESG may submit a bid and compete for the award of aspects of the Project just as any other proposed vendor. In awarding the contract (the "**Construction Contract**"), the City and ESG shall award the contract to the lowest, responsive bidder considering the selection criteria contained within the invitation to bid. Upon determination as to which vendor is the lowest, responsive bidder, the City and ESG shall submit to Triumph for its approval, the name of the proposed vendor and all documentation relating to the evaluation of the various bids submitted. Triumph shall have the right to review and approve all Contracts (as defined in Section 5.8 below) in accordance with Section 5.8 below.

5.4 Requirement to Provide Reports/Triumph Right to Inspect. The City and ESG shall submit to Triumph such data, reports, records, contracts and other documents relating to the Project as Triumph may require. During the construction portion of the Project, the City and ESG shall on an annual basis submit to Triumph an activity report which outlines the progress of construction and the cost of the Project incurred to date, and shall submit to Triumph on an annual basis audited financial statements within six (6) months following the end of the their respective fiscal year. Once construction is completed and Triumph has approved such completion in accordance with the provisions set forth hereinbelow, and until such time as ESG has achieved the performance metrics described in Section 8.4 below, the City and ESG shall, on an annual basis, ~~within six (6) months following the end of their respective fiscal~~ on or before October 31 of each year, submit to Triumph audited financial statements for ~~such~~ their immediately preceding fiscal year. Upon completion of the Project, the City and ESG shall send Triumph a notice certifying that the Project was completed in accordance with the Construction Contract, and all applicable standards, statutes, rules and regulations. Within thirty (30) days after receipt of certification of completion, Triumph and/or its agents, engineers, and consultants shall have the right to inspect the Project to determine if it was in fact completed in accordance with the Construction Contract. If so, and subject to Triumph's receipt of an approved Application for Disbursement in accordance with Sections 4.1 and 4.2 above, Triumph shall disburse a final payment of the Grant to the City; if not, no Grant funds shall be disbursed unless and until the City and/or ESG promptly corrects any deficiencies and Triumph thereafter determines that it was finally completed in accordance with the Construction Contract. In connection with its

inspection of the Project, the City and ESG shall make available to Triumph copies of any and all invoices, contracts, plans and specifications, and other documentation relating to the construction and completion of the Project. Triumph and its employees, agents, and contractors shall have the right, at any time and from time to time during normal working hours and upon reasonable notice to the City and ESG, to access the Project and inspect the work being performed or as completed; provided that Triumph and its employees, agents and contractors shall at all times (i) comply with all applicable security and safety rules and regulations and (ii) be accompanied by the respective representatives of the City and ESG and any contractors.

5.5 Insurance. At all times during the term of this Agreement, the City and/or ESG shall maintain or cause to be maintained casualty insurance on all improvements, fixtures, and equipment, the cost of which was, in whole or in part, paid using the Grant, to the extent such improvements can in fact be insured. The Lease shall require the City and/or ESG to maintain casualty insurance on improvements, fixtures, and equipment commencing upon the date of beneficial occupancy by ESG during the term of the Lease.

5.6 Compliance with Applicable Laws, Including Environmental Regulations. The City and ESG shall obtain all required clearances and permits required for construction from the appropriate permitting authorities. The City and ESG each covenants and agrees that construction will be carried out in conformance with all applicable federal, state and local statutes, rules and regulations, and standards, including, but not limited to, applicable environmental laws and regulations including the securing of any applicable permits. The City and ESG shall be solely responsible for any liability in the event of non-compliance with applicable environmental regulations relating to the construction of the Project.

5.7 Plans and Specifications. Triumph shall have the right to review the plans and specifications for the Project and any material changes to said plans and specifications solely to confirm that the Project described in the plans and specifications is consistent with the project described in the Grant Application, such confirmation not to be unreasonably withheld, conditioned or delayed. Triumph shall have fifteen (15) days from each receipt of the plans and specifications or proposed material change to notify the City and ESG of its confirmation or denial that the Project described in the plans and specifications is consistent with the project described in the Grant Application. If Triumph issues a denial, such denial shall be in writing and shall state the specific manner in which the Project described by the plans and specifications is not consistent with the project described in the Grant Application. If Triumph fails to deliver such confirmation or denial within such fifteen (15) day period, the plans and specifications or proposed material change shall be deemed confirmed by Triumph. If the City and ESG fail to obtain such confirmation as provided herein, that failure shall be sufficient cause for nonpayment by Triumph as provided in Section 4.2(h).

5.8 Contracts: Triumph shall have the right to review and approve any and all (i) contracts in connection with the Project, including, but not limited to, Construction Contract, Easement Agreement, the Comprehensive Agreement, and the Lease (each, a “Contract,” and collectively, the “Contracts”) before the City or ESG executes or obligates itself in any manner, and (ii) proposed amendments, waivers, terminations, or other changes to the Contracts before the City or ESG executes or obligates itself in any manner. Triumph shall have fifteen (15) days from receipt of a proposed Contract or amendment, waiver,

termination, or change order to notify the City of its approval or disapproval thereof. If Triumph fails to approve or disapprove of a Contract or amendment, waiver, termination, or change within such fifteen (15) day period, the subject Contract or amendment, waiver, termination, or change order shall be deemed approved. Triumph also reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of same.

5.9 Compliance with Consultants' Competitive Negotiation Act. The City and ESG shall each be deemed an "Agency" under, and shall comply in full with, the provisions of Chapter 287.055, Florida Statutes, Consultants' Competitive Negotiation Act with respect to engineering, architecture or surveying services, and shall certify to Triumph that all selections have been accomplished in compliance with said statute.

5.10 Responsibility for Payments. ESG and the City acknowledge and agree that (i) the Grant shall be disbursed solely to the City and that the City is solely responsible for then using the Grant funds to complete the Project in accordance with the Grant Application, this Agreement, the Construction Contract, the Comprehensive Agreement, the Easement Agreement, the Lease, and other Contracts, and (ii) the City and ESG are solely responsible for payments that become lawfully due and owing to any agents, employees, contractors, and consultants in connection with the Project, including, but not limited to, payments under the Construction Contract and other Contracts. The City and ESG shall, jointly and severally, indemnify and hold Triumph harmless from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to any denial or reduction of any Application for Disbursement submitted by the City to Triumph for disbursement of the Grant under this Agreement.

5.11 Workers' Compensation Insurance. The City and/or ESG shall carry or cause each of its contractors and consultants to carry and keep in force Workers' Compensation insurance as required under the Florida Workers' Compensation Law (Chapter 440, Florida Statutes).

6. Representations and Warranties of the City and ESG. The City and ESG hereby jointly and severally make the following representations and warranties to Triumph, each of which shall be deemed to be a separate representation and warranty, all of which have been made for the purpose of inducing Triumph to enter into this Agreement, and in reliance on which Triumph has entered into this Agreement, and such representations and warranties shall be deemed made as of the date hereof, as of the dates on which the City submits an Application for Disbursement, and as of the dates on which the City receives any disbursement of the Grant:

(a) **Organization; Power and Authority.** The City is a municipal corporation of the State of Florida, and has all requisite power and authority to own, lease, and operate its properties and to carry on its affairs as currently conducted. ESG is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, and has all requisite power and authority to own, lease, and operate its properties and to

carry on its affairs as currently conducted

(b) **Authorization and Binding Obligation.** Each of the City and ESG has all necessary power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of each of the City and ESG. This Agreement has been duly executed and delivered by each of the City and ESG and, assuming the due authorization, execution, and delivery of this Agreement by Triumph, constitutes the legal, valid, and binding obligation of each of the City and ESG, enforceable against the City and ESG in accordance with its terms (subject to applicable bankruptcy, insolvency, moratorium, reorganization, or similar laws affecting the rights of creditors generally and the availability of equitable remedies).

(c) **No Violations.** The execution and delivery by the City and ESG of this Agreement and the performance by them of the transactions contemplated hereby does not (i) conflict with or result in a breach of any provision of the City's or ESG's certificate of incorporation, certificate of formation, bylaws, or similar corporate document, (ii) result in violation or breach of or constitute a default (or an event which, with or without notice or lapse of time or both, would constitute a default) under, or result in the termination, modification, cancellation or acceleration under the terms, conditions, or provisions of any of the City's or ESG's loan agreements, indentures, material agreements or other material instruments or (iii) violate any applicable law or regulation. Neither the City nor ESG has been convicted of a "public entity crime" (as such term is defined in Section 287.133 of the Florida Statutes) nor has the City or ESG been placed on the "discriminatory vendor list" (as such term is defined in Section 287.134 of the Florida Statutes). Neither the City nor ESG nor any person or entity that possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the City or ESG is listed on the Specially Designated Nationals List or the Foreign Sanctions Evaders List, in each case, as maintained by the United States Department of the Treasury. Neither the City nor ESG nor any of their respective officers, directors, agents, distributors, employees, or other persons or entities acting on its behalf has taken any act in furtherance of an offer, payment, promise to pay, authorization, or ratification of the payment, directly or indirectly, of any gift, money or anything of value to a government official or to obtain or retain business for any person or entity in violation of applicable law.

(d) **No Material Adverse Change.** No event, change or condition has occurred that has had, or would reasonably be expected to have, a material adverse effect on the assets, operations or financial condition of the City or ESG, or the Project, in each case, since the date of the Grant Application.

(e) **Litigation; Compliance with Laws.** No litigation, investigation, claim, criminal prosecution, civil investigative demand, imposition of criminal or civil fines and penalties, or any other proceeding of or before any arbitrator or governmental agency is pending or, to the knowledge of the City or ESG, threatened by or against the City or ESG or against any of their respective properties or assets, which, individually or in the aggregate, could reasonably be expected to result in a material and adverse effect on the

assets, operations, or financial condition of the City, ESG, the Project, or the City's or ESG's ability to perform its obligations under this Agreement. No state or federal criminal investigation, criminal prosecution, civil investigative demand, imposition of criminal or civil fines and penalties, or any other proceeding of the Office of the Attorney General of the State of Florida, any State Attorney in the State of Florida, the United States Department of Justice, or any other prosecutorial or law enforcement authority is pending or, to the knowledge of the City or ESG, threatened by or against the City or ESG or any of their elected officials, shareholders, officers, or directors. No permanent injunction, temporary restraining order or similar decree has been issued against the City or ESG which, individually or in the aggregate, could reasonably be expected to have a material and adverse effect on the assets, operations, or financial condition of the City, ESG, the Project, or the City's or ESG's ability to perform its obligations under this Agreement. Neither the City nor ESG, nor any of their respective material properties or assets has in the last three years been in violation of, nor will the continued operations of its material properties and assets as currently conducted, violate any law, rule, or regulation applicable to the City or ESG (including any zoning or building ordinance, code or approval, or any building permit where such violation or default would be material to the City or ESG), or is in default with respect to any judgment, writ, injunction, decree, or order applicable to the City or ESG of any governmental authority, in each case, where such violation or default could, individually or in the aggregate, reasonably be expected to result in a material and adverse effect on the assets, operations, or financial condition of the City, ESG, the Project, or the City's or ESG's ability to perform their obligations under this Agreement or constitutes a crime under the laws of the United States, Florida, or any other state or territory of the United States.

(f) Express Representations and Warranties: No Material Misstatements.

All statements made by the City and ESG in the Grant Application were true, complete, and correct in all respects. Triumph shall be deemed to have relied upon the express statements, representations and warranties set forth herein and in the Grant Application notwithstanding any knowledge on the part of Triumph of any untruth of any such representation or warranty of the City and/or ESG expressly set forth in this Agreement, regardless of whether such knowledge was obtained through Triumph's own investigation or otherwise, and regardless of whether such knowledge was obtained before or after the execution and delivery of this Agreement. No information, report, financial statement, exhibit or schedule (other than forward-looking statements and projections) furnished by the City and/or ESG to Triumph in connection with the Grant Application and/or the negotiation of this Agreement, or delivered pursuant to this Agreement, when taken together, contained or contains any misstatement of fact or omitted or omits to state any fact necessary to make the statements contained herein or therein, in the light of the circumstances under which they were made, not misleading.

(g) Matching Funds. All Matching Funds are available for the Project in firm and enforceable commitments.

(h) **Bonus or Commission.** Neither the City nor ESG has paid, and agrees not to pay, any bonus or commission for the purpose of obtaining an approval of the Grant Application or the entering into of this Agreement.

(i) **Intentionally Omitted.**

(j) **Comprehensive Agreement.** The Comprehensive Agreement is a duly authorized, valid, and binding agreement that complies with Section 255.065 Florida Statutes (2018) and is enforceable in accordance with its terms.

(k) **Lease and Easement Agreement.** Each of the Lease and the Easement Agreement is a duly authorized, valid, and binding agreement that is enforceable in accordance with its terms.

7. Accounting, Audits, and Records.

7.1 Establishment and Maintenance of Accounting Records. Each of the City and ESG shall establish separate accounts to be maintained within its existing accounting system or establish independent accounts with respect to the Project. Such accounts are referred to herein collectively as the “**the Project account.**” Records of costs incurred under terms of this Agreement shall be maintained in the Project account and made available upon request to Triumph at all times during the period of this Agreement and for eight (8) years after final payment of the Grant is made. Copies of these documents and records shall be made available to Triumph upon request. Records of costs incurred include the City's and ESG's general accounting records and the Project records, together with supporting documents and records, of the City and ESG and all consultants performing work on the Project and all other records of the City, ESG, and consultants considered necessary by Triumph for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the eight (8) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

7.2 Audits. The administration of the Grant and any federal, state, or local resources awarded to the City with respect to the Project shall be subject to audits and/or monitoring by Triumph, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, and other state agencies, and by the federal government and agencies and representatives thereof. Without limiting the generality of the foregoing, the City and ESG shall comply with all audit and audit reporting requirements as specified below, and such requirements do not limit the authority of Triumph to conduct or arrange for the conduct of additional audits or evaluations of the Grant and federal, state, or local awards or funding, or limit the authority of Triumph or any state or federal official.

(a) In addition to reviews of audits conducted in accordance with Chapter 218, Florida Statutes, monitoring procedures to monitor the City's use of the Grant may include but not be limited to on-site visits by Triumph and/or other procedures including, reviewing any required performance and financial reports, following up,

ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to the Grant awarded by Triumph by this Agreement. By entering into this Agreement, the City and ESG agree to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by Triumph. The City and ESG further agree to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by Triumph, the Florida Department of Financial Services (DFS), or the State of Florida Auditor General.

(b) The City, as a recipient of state financial assistance awarded by Triumph through this Agreement, and ESG as a subsequent recipient of such funds from the City, may be subject to the following requirements:

(i) Chapter 218, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) of the Rules of the Auditor General.

(ii) In accordance with Chapters 10.550 (local governmental entities) of the Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to Triumph at the address set forth in Section 10.10 below and to the State of Florida Auditor General, Local Government Audits/342, 111 West Madison Street, Room 401, Tallahassee, FL 32399-1450;

(iii) The City and ESG, when submitting financial reporting packages to Triumph for audits done in accordance with Chapters 10.550 (local governmental entities) of the Rules of the Auditor General, should indicate the date the reporting package was delivered to the Auditor General in correspondence accompanying the reporting package;

(iv) Upon receipt, and within six months, Triumph may review the City's and ESG's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the Grant provided through Triumph by this Agreement. If the City or ESG fails to have an audit conducted consistent with Chapter 218, Florida Statutes, Triumph may take appropriate corrective action to enforce compliance; and

(v) As a condition of receiving the Grant, the City and ESG shall permit Triumph, or its designee, DFS or the Auditor General access to the City's and ESG's records including financial statements, the independent auditor's working papers and project

records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

(c) The City and ESG shall each retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of eight (8) years from the date the audit report is issued and shall allow Triumph, or its designee, DFS or State of Florida Auditor General access to such records upon request. The City and ESG shall each ensure that the audit working papers are made available to Triumph, or its designee, DFS or State of Florida Auditor General upon request for a period of eight (8) years from the date the audit report is issued unless extended in writing by Triumph.

7.3 Public Records. The parties acknowledge that the City and Triumph are each public entities and, as such, are obligated to comply with the provisions of Chapter 119 of the Florida Statutes applicable to this Agreement as the same may be limited or construed by other applicable law. In the event that either the City or Triumph receives a request for a "public record" (as such term is defined in Section 119.011 of the Florida Statutes) in connection with this Agreement, the receiving party shall provide written notice to the other party and to ESG of such request as soon as practicable after that party's receipt of such request. If either the City, Triumph, or ESG submits records to the receiving party that are confidential and exempt from public disclosure as trade secrets pursuant to Section 288.075 (3) of the Florida Statutes or proprietary confidential business information pursuant to Section 288.075(4) of the Florida Statutes, such records should be marked accordingly by the submitting party prior to submittal to the other party. In the event that a claim of exemption asserted in response to the submitting party's assertion of confidentiality is challenged in a court of law, the submitting party shall defend, assume and be responsible for all fees, costs and expenses in connection with such challenge. It is expressly understood and agreed that all Back-up Data (as defined in Section 8.3 below) and performance metrics under Section 8.4 below shall be deemed "public records" under Section 119.011 of the Florida Statutes.

7.4 Public Access to the Project. The City and ESG shall ensure public access or viewing of operations, such as tours of portions of the Project facilities, or elevated viewing platforms, for educational or tourism purposes, to the extent that such activities are consistent with national security interests. The foregoing obligation shall be contained in the Lease.

8. Termination or Suspension of Project/Breach of Agreement/Failure to Achieve Performance Metrics/Clawback of Grant:

8.1 Termination, Suspension, or Expiration of Project. If the City and/or ESG abandons or, before completion, finally discontinues the Project; or fails to complete a substantial portion of the Project; or for any other reason (other than *force majeure*), the commencement, prosecution, or timely completion of the Project by the City and/or ESG is rendered improbable, infeasible, impossible, or illegal, Triumph may, by written notice to the City, (i) suspend any further disbursements of the Grant and/or any or all of Triumph's other obligations

under this Agreement until such time as the event or condition resulting in such abandonment, suspension, or discontinuation has ceased or been corrected, and/or (ii) revoke and terminate the Grant. If Triumph issues a final termination or revocation notice, then in accordance with Section 8.4 below, the City and ESG shall upon written demand by Triumph repay to Triumph all portions of the Grant theretofore disbursed to and received by the City.

8.2 Breach of Agreement. In the event the City and/or ESG shall (i) have made any false statement or misrepresentation in the Grant Application, or any supplement or amendment to the Grant Application, or with respect to any document or data furnished with the Grant Application or pursuant to this Agreement, (ii) have breached any representation or warranty made in this Agreement, and/or (iii) have breached, violated, or is in any way in default (other than by reason of *force majeure*), after the expiration of any notice and/or cure periods, under any of its material obligations under this Agreement, then in accordance with Section 8.4 below the City and ESG shall upon written demand by Triumph repay to Triumph all portions of the Grant theretofore disbursed to and received by the City

8.3 Performance Metrics. In the event ESG fails to timely achieve the performance metrics set forth in subparagraphs (a) and (b) below, then in accordance with Section 8.4 below this City and ESG shall, upon written demand by Triumph, repay to Triumph all portions of Grant theretofore disbursed to and received by the City.

(a) On the earlier to occur of:

- (1) ESG cuts steel and begins work on assembly of the ship that will be OPC 10, or
- (2) ESG delivers OPC 9 to the USCG,

at least 900 “Net New Jobs” (as defined below) shall have been created at the ESG Nelson Street Facility over and above 500 FTE (as defined below) jobs, and such 900 Net New Jobs shall have been maintained for a period of three (3) years after the earlier to occur of items (1) or (2) above.

(b) As used herein, a “Net New Job” shall mean a job that was (a) created after November 14, 2017, (b) resulted in a net increase in overall employment on or at the ESG Nelson Street Facility related specifically to contracts obtained with respect to the United States Coast Guard Offshore Patrol Cutter (“USCG OPC Project”), and (c) is performed by a FTE (2080 man-hours/year) at the ESG Nelson Street Facility specific to the USCG OPC Project. Jobs are not considered Net New Jobs if they are (A) moved from other workplaces in Florida, unless the relocated positions are back-filled with net new-to-Florida full-time-equivalent jobs paying at least the wage of the transferred position(s); or (B) temporary construction jobs involved with the construction of the Project, or temporary or seasonal jobs

associated with cyclical business activities or to substitute for permanent employees on a leave of absence.

Notwithstanding the foregoing, in the event ESG does not win the United States Coast Guard (“USCG”) contract for offshore patrol cutters (“OPC”) 10 – 25, then the City can retain any Grant received to date as long as at least the 900 Net New Jobs described above are maintained at the ESG Nelson Street Facility and Allanton Facility which are devoted to local, state, federal or commercial shipbuilding and the Lease shall remain in full force and effect.

The calculation of the performance metrics shall be made by Rick Harper or another similarly qualified economist or analyst selected by Triumph.

Triumph shall have the discretion to waive, reduce, extend, or defer any clawback amounts due if it determines in its sole and absolute discretion that (i) a breach of a representation and warranty herein or in the Grant Application, or a breach, violation, or default of or under any other provision of the Agreement, was not material in nature, (ii) based on quantitative evidence, the performance metrics were not achieved due to negative economic conditions beyond ESG’s reasonable control, (iii) ESG made a good faith effort to achieve full performance of at least one of the performance metrics and its failure to do so does not substantially frustrate the general purpose of the Grant, and/or (iv) based on quantitative evidence, the effects of a named hurricane or tropical storm, or specific acts of terrorism, adversely affected ESG’s ability to achieve at least one of the performance metrics.

At any time and from time to time, upon written request by Triumph, the City and ESG shall, within thirty (30) days of such request, deliver to Triumph such data, reports, payroll records, financial statements and reporting, and other documents, instruments, State of Florida employment reporting forms, and such other information in its possession or control as Triumph requires in order to determine whether ESG achieved the above performance metrics (collectively, “**Back-up Data**”). The City’s and/or ESG’s refusal or failure to timely provide any requested Back-up Data and other information described above shall be deemed a breach of a material obligation of this Agreement.

8.4 Clawback from City and ESG. Upon the occurrence of any of the events described in Sections 8.1, 8.2, and/or 8.3 above and the expiration of the cure period provided in Section 10.16, then, upon written demand by Triumph, the City and ESG shall within one (1) year of such demand repay to Triumph all amounts of the Grant that were theretofore disbursed to and received by the City, together with interest at the rate *Wall Street Journal Prime Rate* plus three percent (3%) per annum on such amounts to be repaid. Such interest shall accrue commencing on the date of such written demand by Triumph and shall continue to accrue until the amount demanded is repaid in full. Excluding interest, the total repayment of Grant funds to be repaid as provided above shall not exceed the total amount of the Grant actually disbursed to the City. It is expressly understood and agreed that the City and ESG shall be jointly and severally liable for repayment of the Grant under this Section 8. The City, ESG, and Triumph acknowledge and agree that any amounts set forth in this Section 8.4 to be paid by the City and ESG are intended as a repayment of Grant funds conditionally disbursed to the City and are due and payable to Triumph as a result of the occurrence of any of the events described in Sections 8.1, 8.2, or 8.3 above. Such

amounts are not intended as and shall not be deemed damages or a penalty. Notwithstanding the foregoing, to the extent that for any reason such amounts are deemed damages, the City, ESG and Triumph agree that (i) such amounts shall constitute liquidated damages, (ii) the actual damages suffered by Triumph would be unreasonably difficult to determine, (iii) Triumph would not have a convenient and adequate alternative to the liquidated damages, (iv) the amounts due Triumph bear a reasonable relationship to any anticipated harm and is a genuine pre-estimate suffered by Triumph, and (v) the City and ESG irrevocably waive any right that it may have to raise as a defense that any such liquidated damages are excessive or punitive.

9. Other Covenants, Restrictions, Prohibitions, Controls, and Labor Provisions:

9.1 No Lobbying/Gifts. Neither the City nor ESG shall expend any funds provided under this Agreement for the purpose of lobbying the Legislature, the judicial branch, or any state agency, and shall at all times comply with s. 11.062, F.S., and s. 216.347, F.S. Neither the City nor ESG shall, in connection with this or any other agreement, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any Triumph or State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any Triumph or State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of Triumph or any authorized State official, the City and ESG shall provide any type of information Triumph or such official reasonably deems relevant to the City's and ESG's compliance with the foregoing. Such information may include, but shall not be limited to, the City's and ESG's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement.

9.2 Costs of Investigations. The City and ESG shall each reimburse Triumph, the Auditor General or other authorized State official, as the case may be, for the reasonable costs of audits and investigations incurred by Triumph, the Auditor General or other authorized State official, as the case may be, for audits and investigations of the City's and ESG's compliance with the terms of this Agreement which result in the suspension or debarment of the City or ESG. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The City and ESG shall not be responsible for any costs of audits or investigations that do not result in the City's or ESG's suspension or debarment. The City and ESG each understands and will comply with the requirements of s. 20.055(5), F.S., including but not necessarily limited to, the duty of the City, ESG, and any of their respective agents, contractors, and subcontractors to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to s. 20.055, F.S.

9.3 Equal Employment Opportunity/Labor Laws/Other Laws. In connection with the carrying out of the Project, neither the City nor ESG shall discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. In addition, in connection with the Project, the City and ESG shall each comply with all other applicable labor and employment laws and regulations, including, but not limited to, wage

and hour and workplace safety laws and regulations, and laws regarding third party contracts, public contracting, procurement, and civil rights.

9.4 Prohibited Interests. Except as otherwise permitted under Section 112.313(12), Florida Statutes, the City shall not enter into a contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any officer, director or employee of the City, or any entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

- (1) "Material Interest" means direct or indirect ownership of more than 5% of the total assets or capital stock of any business entity.
- (2) The City shall not enter into any contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any person or entity who was represented before the City by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of the City.
- (3) The provisions of this subsection shall not be applicable to any agreement between the City and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the City and an agency of state government.

9.5 Interest of Members of, or Delegates to, Congress or Legislature. No member or delegate to the Congress of the United States, or member of the State of Florida legislature, or any director, staff member, or consultant of Triumph, shall be permitted to share in or be a part of this Agreement or any benefit arising hereunder.

9.6 Grant Funds. The City and ESG each acknowledge and agree that the funds for the Grant are not and shall not be deemed a general obligation of the State of Florida, nor is the Grant or this Agreement backed by the full faith and credit of the State of Florida. Triumph's obligation to disburse the Grant or any portion thereof is expressly contingent upon Triumph having sufficient funds on hand to fund the Grant. If for any reason such funds are not retained by Triumph, are depleted, are frozen or sequestered, or are in any manner unavailable for full or partial disbursement to the City and/or other awardees of grants, Triumph shall not be obligated to make disbursements hereunder and shall therefore not be deemed to be in breach of this Agreement. To the extent some funds are available to for disbursement to the City and other awardees of grants, Triumph shall allocate such funds among the City and such other awardees in such amounts as it shall determine in its sole and absolute discretion and shall not be deemed to be in breach of this Agreement for failure to fully fund the Grant.

10. Miscellaneous Provisions:

10.1 Triumph Not Obligated to Third Parties. Triumph shall not be obligated

or liable hereunder to any party other than the City and ESG. Without limiting the generality of the foregoing, no person or entity providing funding to the Project (other than the City), nor any other contractor, subcontractor, or materialman, shall be a third-party beneficiary under this Agreement. Furthermore, it is expressly understood and agreed that any of Triumph's obligations under this Agreement with respect to, involving, or relating to disbursement of the Grant shall be obligations running solely to the City, and ESG shall have no rights or claims to enforce such obligations or be deemed a third-party beneficiary or such obligations, and ESG expressly waives any such rights, claims, and third-party beneficiary status.

10.2 When Rights and Remedies Not Waived. In no event shall the making by Triumph of any payment of Grant funds to the City constitute or be construed as a waiver by Triumph of any breach of covenant or any default which may then exist, on the part of the City or ESG, and the making of such payment by Triumph while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to Triumph with respect to such breach or default.

10.3 Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

10.4 Indemnities. To the extent provided by Section 768.28, Florida Statutes, the City shall indemnify, defend, and hold harmless Triumph and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any negligent act or negligent failure to act by the City, its agents, or employees, during the performance of this Agreement, except that neither the City, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any negligent act or negligent failure to act by Triumph or any of its officers, agents, or employees during the performance of this Agreement. Nothing in this Agreement shall be construed as a waiver by the City of any sovereign immunity protections that may be provided by Section 768.28, Florida Statutes. When Triumph receives a notice of claim for damages that may have been caused by the City in the performance of services required under this Agreement, Triumph will immediately forward the claim to the City. The City and Triumph will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, Triumph will determine whether to require the participation of the City in the defense of the claim or to require that the City defend Triumph in such claim as described in this Section 10.4. Triumph's failure to promptly notify the City of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by the City. Triumph and the City will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

In addition to the foregoing, the City and ESG shall jointly and severally indemnify and hold Triumph harmless from and against any and all claims, losses, damages, costs, charges, or expenses (including, but not limited to, attorneys' fees and costs) arising out of or related to this Agreement, the Grant, the Project, the Comprehensive Agreement, the Easement Agreement, and/or the Lease, including, but not limited to, claims, demands, lawsuits and other legal challenges to the awarding of the Grant and/or the validity or enforceability of this Agreement, the Comprehensive Agreement, the Easement Agreement, and/or the Lease.

10.5 Limitations of Liability. Neither the City, ESG, nor Triumph shall be liable to the other for any special, indirect, punitive, or consequential damages, even if the other party has been advised that such damages are possible. Neither the City, ESG, nor Triumph shall be liable for lost profits, lost revenue, or lost institutional operating savings. In addition, Triumph shall not assume or incur any liability related to its approval or deemed approval of the Construction Contract, any other Contract related to the Project, any plans or specifications for the Project, any construction work, or any other matter for which Triumph has the right or obligation to review and/or approve under this Agreement.

10.6 Non-Assignment. Neither the City nor ESG shall assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Triumph, which consent may be withheld in Triumph's sole and absolute discretion. Triumph shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another person or entity upon giving prior written notice to the City and ESG. Any attempted assignment of this Agreement or any of the rights hereunder in violation of this provision shall be void *ab initio*.

10.7 Intentionally Omitted.

10.8 Construction: Interpretation. The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "this Agreement" means this Agreement together with all Exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. All words used in this Agreement in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole, including any Exhibits, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the parties hereto. Time is of the essence with respect to the performance of all obligations under this Agreement. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

10.9 Preservation of Remedies. No delay or omission to exercise any right, power, or remedy accruing to either party hereto upon breach or default by either party hereto under this Agreement, will impair any such right, power, or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.

attorneys' fees and costs. The obligations set forth in this Section 10.12 shall not override or mitigate the City's and ESG's indemnification obligations under Section 10.4 above or any other indemnification obligation of the City and/or ESG hereunder.

10.13 TO THE FULLEST EXTENT LEGALLY PERMISSIBLE, THE PARTIES HERETO WAIVE TRIAL BY JURY IN RESPECT OF ANY CLAIM, DISPUTE OR ACTION ARISING OUT OF, RELATED OR PERTAINING TO THIS AGREEMENT, THE GRANT APPLICATION, AND/OR THE GRANT. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE AND EACH PARTY HEREBY REPRESENTS THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY PERSON OR ENTITY TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT. EACH PARTY IS HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER OF JURY TRIAL. EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

10.14 Governing Law. The laws of the State of Florida shall govern the construction, enforcement and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The exclusive personal jurisdiction and venue to resolve any and all disputes between them including, without limitation, any disputes arising out of or relating to this Agreement shall be in the state courts of the State of Florida in the County of Escambia. The parties expressly consent to the exclusive personal jurisdiction and venue in any state court located in Escambia County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense, and further agree that any and all disputes between them shall be solely in the State of Florida. Should any term of this Agreement conflict with any applicable law, rule, or regulation, the applicable law, rule, or regulation shall control over the provisions of this Agreement.

10.15 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

10.16 Notice and Right to Cure. Notwithstanding any contrary provision in this Agreement, Triumph shall give the City and ESG written notice of any event or occurrence that would permit Triumph to revoke or terminate the Grant or this Agreement or to exercise any other right or remedy hereunder, and the City and ESG shall have the right to cure, remedy or correct such event or occurrence within thirty (30) days after its receipt of such notice; provided that if such event or occurrence cannot reasonably be cured, remedied or corrected within such thirty-day period, the City and ESG shall have a reasonable time, not to exceed ninety (90) days after

receipt of such notice, to cure, remedy or correct such event or occurrence. Notwithstanding the foregoing, the provisions of this Section 10.16 shall not apply with respect to Applications for Disbursement; rather any notice and cure rights with respect to Applications for Disbursement shall be governed solely by Section 4.2.

10.17 Training. Triumph, the City, and ESG shall work collaboratively with each other and/or with appropriate state and local agencies and share costs of identifying and developing training to meet the needs of ESG and other firms that participate in ship building, maintenance, repair and overhaul.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement be executed as of the day and year first above written.

THE CITY:

CITY OF PANAMA CITY,
a Florida municipal corporation

By: 
Print Name: _____
Title: Mayor

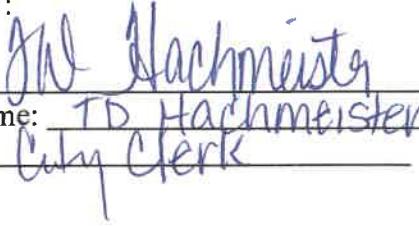
TRIUMPH:

TRIUMPH GULF COAST, INC., a Florida
not-for-profit corporation

By: _____
Print Name: _____
Title: Chairman

By: _____
Print Name: _____
Title: Treasurer

ATTEST:

By: 
Print Name: TD Hachmeister
Title: City Clerk

ATTEST:

By: _____
Print Name: _____
Title: Secretary

ESG:

Eastern Shipbuilding Group, Inc.,
a Florida corporation

By: 
Name: Bryan A. O'Sullivan
Title: D.B.O.

EXHIBIT "A"

BUDGET/TIMELINE

Project Expenses

	Completed Portions of Project	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Project Total
Construction	\$450,000	\$12,550,000	\$3,700,000	\$500,000	\$150,000	\$100,000	\$100,000	\$17,550,000
Reconstruction	\$9,700,000	\$0	\$0	\$0	\$0	\$0	\$0	\$9,700,000
Dredging	\$9,450,000	\$6,000,000	\$2,500,000	\$500,000	\$0	\$0	\$0	\$18,450,000
Design, Engineering and Proposal Development	\$5,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$5,500,000
Land Acquisition	\$13,575,000	\$0	\$0	\$0	\$0	\$0	\$0	\$13,575,000
Equipment	\$5,630,000	\$0	\$0	\$0	\$0	\$0	\$0	\$5,630,000
	\$44,305,000	\$18,550,000	\$6,200,000	\$1,000,000	\$150,000	\$100,000	\$100,000	\$70,405,000

Grant/Match Funds Breakdown

State Legislature (\$15,500,000)

Dredging	\$3,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$3,000,000
Construction	\$450,000	\$0	\$0	\$0	\$0	\$0	\$0	\$450,000
Reconstruction	\$9,700,000	\$0	\$0	\$0	\$0	\$0	\$0	\$9,700,000
Design, Engineering and Proposal Development	\$2,350,000	\$0	\$0	\$0	\$0	\$0	\$0	\$2,350,000
	\$15,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$15,500,000

Bay County (\$450,000)

Dredging	\$450,000	\$0	\$0	\$0	\$0	\$0	\$0	\$450,000
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US Maritime Administration (\$530,000)

Equipment	\$530,000	\$0	\$0	\$0	\$0	\$0	\$0	\$530,000
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ESG/Other Sources (\$33,925,000)

Construction	\$0	\$2,933,142	\$864,751	\$116,858	\$35,057	\$23,372	\$23,372	\$3,996,552
Reconstruction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Dredging	\$6,000,000	\$1,402,299	\$584,291	\$116,858	\$0	\$0	\$0	\$8,103,448
Design, Engineering and Proposal Development	\$3,150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$3,150,000
Land Acquisition	\$13,575,000	\$0	\$0	\$0	\$0	\$0	\$0	\$13,575,000
Equipment	\$5,100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$5,100,000
	\$27,825,000	\$4,335,441	\$1,449,042	\$233,716	\$35,057	\$23,372	\$23,372	\$33,925,000

Triumph (\$20,000,000)

Dredging	\$0	\$4,597,701	\$1,915,709	\$383,142	\$0	\$0	\$0	\$6,896,552
Construction	\$0	\$9,616,858	\$2,835,249	\$383,142	\$114,943	\$76,628	\$76,628	\$13,103,448
	\$0	\$14,214,559	\$4,750,958	\$766,284	\$114,943	\$76,628	\$76,628	\$20,000,000

EXHIBIT "B"

FORM OF

Application for Disbursement of Grant

Pursuant to Section 4.1 of that certain Grant Award Agreement dated _____, 2019 (the "Agreement"), by and between the City of Panama City, Florida, a political subdivision of the State of Florida ("the City"), Eastern Shipbuilding Group, Inc., a Florida corporation ("ESG"), and Triumph Gulf Coast, Inc., a Florida not-for-profit corporation ("Triumph"), the City hereby requests a disbursement from the Grant (as defined in the Agreement) as follows (all capitalized terms herein shall have the same meanings ascribed to them as set forth in the Agreement):

1. Amount of Grant Disbursement Requested:

\$ _____

2. (a) Amounts of Grant previously disbursed under the Agreement:

(b) Amount of disbursement requested in Item 1 above: \$ _____

(c) Cumulative amounts disbursed from Grant if this request is approved (add (a) and (b) above): \$ _____

(d) Remaining amount of Grant to be disbursed \$20,000,000 minus the amounts in (c) above: \$ _____

3. (a) Cumulative amounts disbursed from Grant if this request is approved (same as (c) above): \$ _____

(b) Cumulative amounts disbursed for the Project by all funding sources (including Triumph) to date \$ _____

(c) Cumulative Grant disbursed to date as a percentage of Cumulative amount of all funding sources (including Triumph) disbursed to date _____ %*

* This percentage should not exceed 77%. See Section 4.1 of the Agreement.

4. Attached hereto are (1) true, correct, and complete copies of the invoices supporting the amount requested in Item 1 above, and (2) photographs and/or reports evidencing the completion of the work that is the subject of such invoices. The following additional information is also attached:

5. None of the amount described in Item 1 above for which disbursement is requested hereunder shall also have been or will in the future be in any manner (a) reimbursed, returned, refunded, rebated, or otherwise credited to, the City by any contractor, materialman, vendor, or any other person or entity, or (b) paid, reimbursed, returned, refunded, rebated, or otherwise credited to the City by the State of Florida, the United States, or any agency or instrumentality of any of the foregoing, whether under any grant or loan program or other method of contribution.
6. The City hereby certifies, represents, and warrants to Triumph that the following statements are true and correct:
 - (a) This Application for Disbursement does not seek disbursement for more than the amounts actually invoiced under the Construction Contract or any other Contract;
 - (b) This Application for Disbursement seeks disbursement for an amount in excess of the amount permitted by the 72% limitation set forth in Section 4.1 of the Agreement;
 - (c) The amount requested for disbursement under this Application for Disbursement, together with all amounts previously disbursed under the Grant, does not exceed the \$20,000,000 maximum amount of the Grant;
 - (d) Neither the City nor ESG made any misrepresentation or omission of a material nature in the Grant Application, or any supplement or amendment to the Grant Application, or with respect to any document or data furnished with the Grant Application or pursuant to the Agreement;
 - (e) There is no pending litigation against the City and/or ESG (1) which may in Triumph's reasonable discretion jeopardize or adversely affect or delay the Project, and/or (2) which involves or otherwise relates to the Agreement, the awarding of the Grant, the disbursement of the Grant, the Comprehensive Agreement, the Easement Agreement, and/or the Lease;
 - (f) No permit or other governmental approval applicable to the Project has been suspended, revoked, terminated, or has expired, without having been reinstated or renewed, or is in any other manner no longer in force or effect;

- (g) Neither the City nor ESG has taken any action pertaining to the Project which, under the Agreement, requires the approval of Triumph, and the City failed to obtain such approval;
- (h) Neither the City nor ESG has violated any of the provisions of Sections 9.1, 9.4 and/or 9.5 of the Agreement;
- (i) Neither the City nor ESG is in material violation, default, or breach of or under any other provision of the Agreement;
- (j) Neither the City nor ESG is in breach of any representation or warranty contained in this Agreement, and all representations and warranties contained in the Agreement are accurate in all respects as of the date hereof;
- (k) Neither the City, ESG, nor any federal, state, or local agency providing funding for the Project has revoked, suspended, or terminated such funding, including, but not limited to, the Matching Funds, without such funding having been reinstated or renewed or replaced by another funding source;
- (l) The City has or will provide Triumph with evidence of payment of, the Matching Funds toward the costs of the Project.
- (m) Neither the City nor ESG has abandoned or, before completion, discontinued the Project, or for any reason (other than *force majeure* as defined herein) the commencement, prosecution, or timely completion of the Project by the City and/or ESG is rendered improbable, infeasible, impossible, or illegal for any reason other than *force majeure* as defined in the Agreement;
- (n) No portion of the requested disbursement includes disbursement for improvements that are outside the scope of the Project that is contemplated under the Grant Application and/or a Contract;
- (o) No Contract has been materially modified, amended, or terminated without the prior consent or approval of Triumph as required by Section 5.8 of the Agreement;
- (p) Completion of the Project is substantially on schedule for completion pursuant to the Budget as the same may have been modified as provided in the Agreement; and
- (q) The City and ESG maintain in full force and effect all insurance required under Section 5.4 of the Agreement;

(r) The City and ESG are in compliance with all applicable environmental laws and regulations in accordance with Section 5.5 of the Agreement;

(s) The City and ESG are in compliance with the Consultants' Competitive Negotiation Act as required by Section 5.9 of the Agreement; and

(t) The City and ESG are in compliance with the equal employment opportunity and other labor provisions as required by Section 9.3 of the Agreement;

The undersigned, in his/her capacity as _____ of the City, hereby certifies to Triumph that the above statements are true and correct. The undersigned also agrees to provide Triumph with such other documents as Triumph shall require in order to determine that the requested disbursement is consistent with the purposes of the Grant.

Date: _____

Print Name: _____



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

AGENDA ITEM REQUEST FORM

ITEM: Consideration, approval and authorization to execute the Second Amendment to the Joint Participation Agreement (JPA) ASZ65 between State of Florida Department of Transportation (FDOT) and City of Panama City, Florida and consideration to approve Budget Amendment Resolution #20260127.2.

BACKGROUND INFORMATION: On May 28, 2024, the City of Panama City approved Joint Participation Agreement (JPA) ASZ65 between FDOT and the City of Panama City CRA for the City/CRA to provide landscape improvements along SR 30 (US 98) Beck Avenue from 15th Street to 10th Street, including maintenance for five (5) years following installation. FDOT provided a grant award of \$500,000 for the project.

On July 23, 2024, the City of Panama City approved the First Amended JPA, which expanded the project limits to SR 30 (US 98/98B) Beck Avenue from 16th Street to 10th Street, with the scope of work and funding remaining unchanged.

This Second Amendment requests an additional \$50,000 in grant funding to address added scope and associated costs, including landscape material upgrades and related infrastructure improvements.

RECOMMENDATION: Staff recommends that the Commission approve and execute the Second Amendment to the Joint Participation Agreement (JPA) ASZ65 between State of Florida Department of Transportation (FDOT) and City of Panama City, Florida and approve Budget Amendment Resolution #20260127.2.

Budget Impact

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

Cost Center: 120-5512

- Personnel \$
- Operating \$
- Capital \$
- Revenue \$

Prepared By: Michelle M. Zirkle, CRA Program Manager
Reviewed By: Brandy Waldron, Assistant City Manager
Approved By: Jonathan H. Hayes, City Manager

Date: 1/15/2026
Date: 1/16/2026
Date: 1/16/2026

**SECOND AMENDMENT TO THE
JOINT PARTICIPATION AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF PANAMA CITY**

This AMENDMENT is between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, with offices at, 1074 Highway 90, Chipley, Florida 32428 (“DEPARTMENT”) and the **CITY OF PANAMA CITY**, a Florida municipal corporation, with offices at 501 Harrison Avenue, Panama City, Florida 32401 (“CITY”). The DEPARTMENT and the CITY are sometimes referred to in this AMENDMENT as a “Party” and collectively as the “Parties.”

WITNESSETH

WHEREAS, the Parties entered into a Joint Participation Agreement (Contract No. **ASZ65**, Financial Project No. 451050-1-58-01) (“AGREEMENT”) on June 26, 2024;

WHEREAS, said AGREEMENT was for landscaping improvements along SR 30 (US 98/98B) from 16th Street to 10th Street (“PROJECT”); and

WHEREAS, the Parties desire to further amend the AGREEMENT to provide additional funding in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) for the PROJECT;

NOW THEREFORE, the Parties agree to amend the AGREEMENT as follows:

1. The recitals in the Whereas clauses above are true and correct and incorporated into this Amendment.
2. Section 9(A)(i) of the Agreement is hereby amended by deleting the amount “FIVE HUNDRED THOUSAND and 00/100 DOLLARS (\$500,000.00)”, wherever appearing therein, and substituting the amount “FIVE HUNDRED FIFTY THOUSAND and 00/100 DOLLARS (\$550,000.00)”, in place thereof.
3. Exhibit “B” (Method of Compensation) of the Agreement is hereby amended by deleting the amount “FIVE HUNDRED THOUSAND and 00/100 DOLLARS (\$500,000.00)”, wherever appearing therein, and substituting the amount “FIVE HUNDRED FIFTY THOUSAND and 00/100 DOLLARS (\$550,000.00)”, in place thereof.

4. Except as modified in this AMENDMENT, the provisions, terms and conditions of the AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, this AMENDMENT shall be effective on the last date of execution hereof by a Party.

CITY OF PANAMA CITY, FLORIDA

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____
Executive Secretary

Legal Review:

Legal Review:

City Attorney

Office of the General Counsel

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.

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

ST ANDREWS CRA FUND REVENUES

120.0000.334.111 – State Disaster Relief	\$50,000
Project 946.1	

ST ANDREWS CRA APPROPRIATIONS

120.5512.56500 – Construction in Progress	\$50,000
Project 946.1	

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 27th day of January, 2026.

CITY OF PANAMA CITY, FLORIDA

By:

Allan Branch, Mayor

Attest:

Janette Smith, CPA, CMC, City Clerk-Treasurer



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

Agenda Item Request Form

ITEM: Consideration of approval of Resolution No. 20260127.3 in support of the City's grant application to the Florida Department of Environmental Protection Agency's (FDEP) Florida Boating Improvement Program (FBIP)

BACKGROUND INFORMATION: At the December 10th, 2024, City Commission meeting, the Commission voted to issue a task order to design and permit improvements and expansion of the Downtown Marina Boat Ramp. This effort was undertaken with the understanding that grant applications are more successful with shovel-ready plans. The City is ready to re-apply for the Florida Boating Improvement Program (FBIP) grant. This application requires a resolution of support from this body.

DEPARTMENT HEAD RECOMMENDATION: : Staff recommends adoption of the Resolution No. 20260127.3 in support of the City's application to FDEP's FBIP grant

Prepared By: Keith Meyerl

Date: 1/16/2026

Reviewed By: Jared Jones

Date: 1/16/2026

Approved By: Jonathan Hayes

Date: 1/16/2026

Resolution of Local Support
Resolution No. 20260127.3

WHEREAS, the State of Florida has established the Florida Boating Improvement Program to provide grants to local governments for boating access; and

WHEREAS, the Panama City Commission is eligible to receive a grant award under this program; and

WHEREAS, the Panama City Commission wishes to improve the existing Panama City Marina Boat Ramp by replacing the existing ramp and adding staging docks;

NOW, THEREFORE, BE IT RESOLVED by the Panama City Commission that:

SECTION 1: The Panama City Commission authorizes the City Manager, Jonathan Hayes, or their designee to apply for the Florida Boating Improvement Program Grant to be used to improve the existing Panama City Marina Boat Ramp.

SECTION 2: The Panama City Commission authorizes the Director of Parks, Culture & Recreation, Keith Meyerl, to serve as project manager on behalf of the City should the grant be awarded.

PASSED AND ADOPTED this _____ day of _____ 2026, by the PANAMA CITY COMMISION meeting in regular session.

CITY OF PANAMA CITY, FLORIDA

By: _____
Allen Branch, Mayor

ATTEST:

Jan Smith, City Clerk – Treasurer

APPROVED AS TO FORM:

Nevin J. Zimmerman, City Attorney



Agenda Item Request Form

ITEM: Consideration to approve Resolution #20260127.5 to provide support for pedestrian improvements by the Florida Department of Transportation (FDOT) on Harrison Avenue between 12th and 13th Streets adjacent to Bay High School in Panama City.

BACKGROUND INFORMATION: The State of Florida is committed to creating safe routes to school with a focus on pedestrian safety. The City of Panama City (The City) supports this initiative and would like to support this effort whenever possible.

The City Manager has been approached by the State of Florida, through FDOT, with proposed improvements to Harrison Avenue between 12th Street and 13th Street to improve pedestrian safety for access to and from Bay High School as outlined in Exhibit A contained within the attached resolution.

The City fully support these proposed improvements, as our Public Works Department, Panama City Police Department and Panama City Fire Department, concur that these improvements will improve the overall pedestrian safety in the immediate area of the Bay High School.

DEPARTMENT HEAD RECOMMENDATION: Approve Resolution 20260127.5, providing support to FDOT for the proposed safety improvements to Harrison Avenue between 12th Street and 13th Street adjacent to Bay High School.

Budget Impact

All Cost Paid by the Florida Department of Transportation

Budgeted? Yes: No: How Much budgeted? [Click here to enter text.](#)
If not, where do you suggest funds come from?

Cost Center Affected: [Click here to enter text.](#)

- Personnel \$ [Click here to enter text.](#)
- Operating \$ [Click here to enter text.](#)
- Capital \$
- Revenue \$

Prepared By: Clint W. Murphy Date: 1/16/2026

Requested By: Clint W. Murphy Date: 1/16/2026

Reviewed By: Jared Jones Date: 1/16/2026

Approved By: Jonathan H. Hayes Date: 1/16/2026

Resolution of Local Support
Resolution No. 20260127.5

WHEREAS, The State of Florida is committed to creating Safe Routes to Schools with a focus on pedestrian safety; and

WHEREAS, the Panama City Commission wishes to improve safety for pedestrian access to our schools located within Panama City; and

WHEREAS, the State of Florida, through the Department of Transportation (FDOT) has approached the City Manager with proposed improvements to Harrison Avenue between 12th and 13th Street to improve pedestrian safety for access to and from Bay High School; and

WHEREAS The safety improvements proposed by FDOT include additional street signage, high visible cross walk pavement striping and permanent traffic gore markings to slow traffic and better alert drivers of the school zones and pedestrian crossings. See Exhibit A to this Resolution attached illustrating these proposed pedestrian improvements; and

WHEREAS, the State of Florida, through FDOT, has asked for a Resolution of Support for these proposed improvements to increase safety for pedestrians traveling to and from Bay High School as outlined in Exhibit A to this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Panama City Commission that:

SECTION 1: The Panama City Commission authorizes the City Manager, Jonathan Hayes, or their designee to forward this signed Resolution, and if appropriate, an accompanying letter of support, to FDOT in support of the enhancements outlined within.

PASSED AND ADOPTED this _____ day of _____ 2026, by the PANAMA CITY COMMISION meeting in regular session.

CITY OF PANAMA CITY, FLORIDA

By: _____
Allen Branch, Mayor

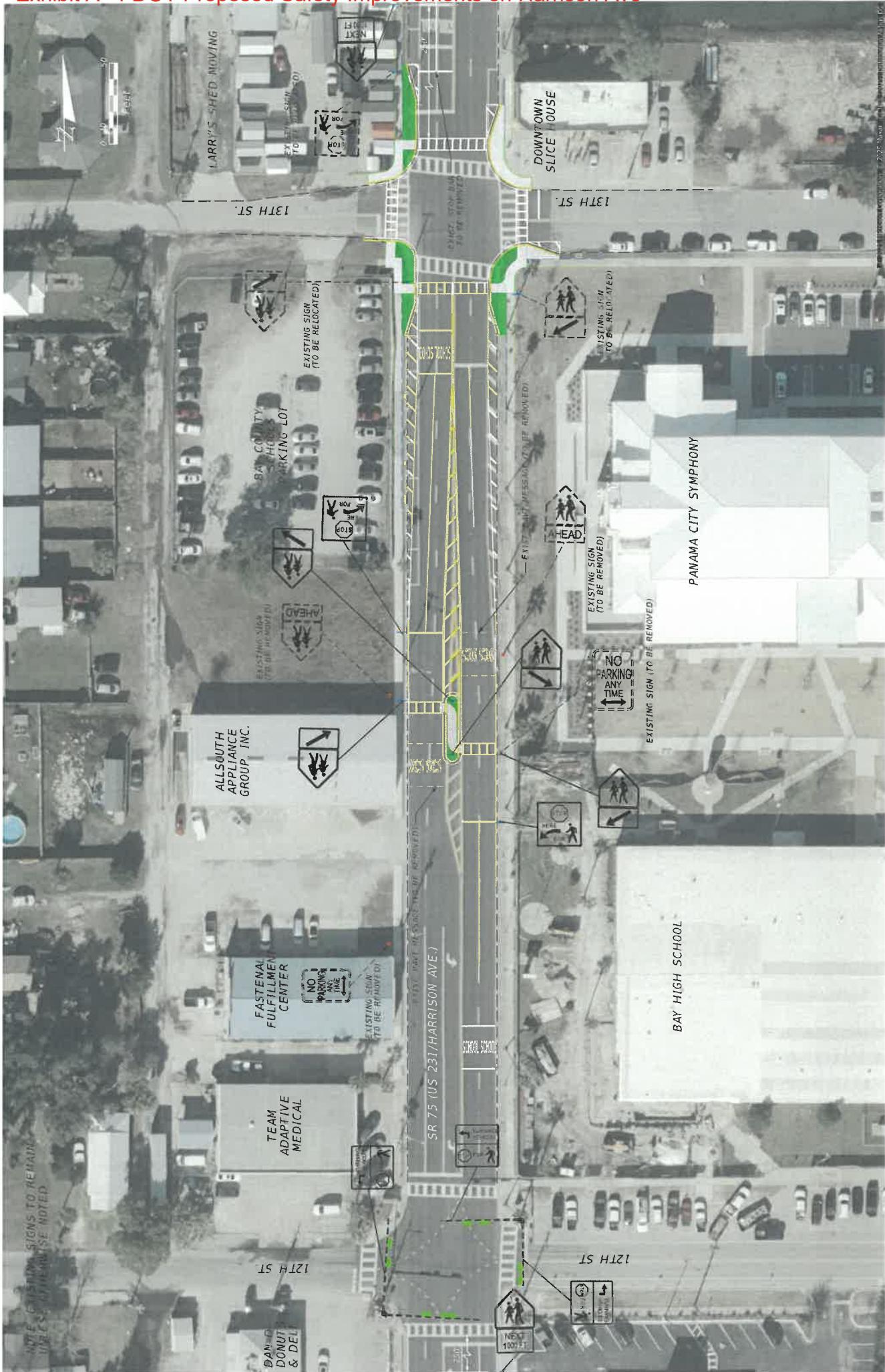
ATTEST:

Jan Smith, City Clerk – Treasurer

APPROVED AS TO FORM:

Nevin J. Zimmerman, City Attorney

Exhibit A - FDOT Proposed Safety Improvements on Harrison Ave





Agenda Item Request Form

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

BACKGROUND INFORMATION: The vehicle lease payment will be funded using surplus funds from the Police Department's body-worn camera program, totaling \$37,465, as the first-year annual cost was budgeted higher than the final contracted amount. The remaining \$9,127 will be funded from the Department's operating budget. The addition of these vehicles will support fleet management and ensure continued operational readiness by replacing aging, less reliable vehicles within the Police Department's fleet.

DEPARTMENT HEAD RECOMMENDATION: Staff recommends approval.

Budget Impact

Budgeted? Yes: No: How Much budgeted? \$46,592.29 annually

If more, where do you suggest funds come from?

Cost Center

- Personnel \$
- Operating \$
- Capital \$
- Revenue \$

Requested By: Chief Mark Smith Date: 1/5/2026



QUOTE # 00000382

QUOTE DATE 12/03/2025

City of Panama City

Open End Lease - 2025 Dodge Durango Pursuit AWD (x1)					miles/Unlimited
Term In Months	Payment	Tax	Total	Termination Value	
<input type="checkbox"/> 60	\$10,560.10	Tax Exempt	\$10,560.10 Annual	\$1.00	

Open End Lease - 2025 Ford Police Interceptor Utility (x1)					miles/Unlimited
Term In Months	Payment	Tax	Total	Termination Value	
<input type="checkbox"/> 60	\$12,010.73	Tax Exempt	\$12,010.73 Annual	\$1.00	

Leasing quotes are based on current effective rates and manufacturer pricing for budgeting purposes only and are subject to change. Subject to credit approval.

Please contact Otniel Cruz at ocruz@thebancorp.com for additional information.



Agenda Item Request Form

ITEM: Consideration to approve the Membership and Rental Fee Schedule for the Martin Luther King Jr. Community 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 to allow for free access to all areas of the MLK Jr. Recreation Center through the end of February, 2026 and instructed staff to engage the community further for its feedback on the recommended fees. A community town hall was held on January 7, 2026 with approximately 75 community members in attendance.

Many of the suggestions voiced by members of the community have been incorporated into the revised proposed 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.
- Reduce cost of full gym membership to be less than 2x that of the cost of a single court. Recommended at \$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. Recommendation is to continue to research this item and bring back to the Commission at a later date.

Fees and Revenues will be used to help offset the costs of recurring maintenance in order to maintain the facility to high standard. Typical costs would include (not an all-inclusive list but shown to represent the typical reoccurring expenses of operating a community center):

- Striping and restaining 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 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.

In addition, Recreation Center staff has developed a process for individuals or groups to propose activities or courses to be offered and for individuals to be involved as volunteers in programs or activities. This would include for background checks to be performed on selected individuals, groups or volunteers.

Proposed fees would be implemented to take effect March 1, 2026.

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: Keith Meyerl, Parks, Culture and Recreation Director

Date: 1/16/2026

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

*Must be accompanied by a legal guardian to register for a membership

Adult Fitness Membership 18+

Resident Membership

\$100/Year (\$25 per quarter)

Additional household members

\$40/Year (up to four)

Non-residential Membership

\$200/Year (\$50 per quarter)

Additional household members

\$80/Year (up to four)

Military, Disabled & 55+ Memberships

\$75/Year

- Members ID

- Access to Adult basketball & volleyball member time

- Access to concession stand, lobby, study rooms

- Use of fitness center

Adult Daily Drop-In

Resident \$5

Nonresident \$10

*Does not require a membership

- 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 Security deposit 2hr minimum rental				
Room	Occupancy	Price per hour	Availability	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.
Gym Tournament	TBD	TBD	Times subject to manager approval	N/a
Additional Services				
Teaching Kitchen	\$20 total	Add onto Multipurpose room or Multipurpose Room Side A rental		
Set Up	\$100 total	Optional set up of tables and chairs prior to rental, does not include decor or cleanup.		