City of
Panama City Beach

Council Chambers |
17007 Panama City Beach Pkwy |
Panama City Beach, FL 32413

CITY COUNCIL
REGULAR MEETING AGENDA
THURSDAY, SEPTEMBER 12, 2024
6:00 PM

A. CALL TO ORDER AND ROLL CALL

B. INVOCATION BY VICE MAYOR MICHAEL JARMAN

C. PLEDGE OF ALLEGIANCE LED BY COUNCILMEMBER MARY COBURN

D. COMMUNITY ANNOUNCEMENTS

D.1 Community Announcements
Item Memo
09.12.2024.Community Announcements.pdf

E. APPROVAL OF MEETING MINUTES

E.1 August 6, 2024 Budget Workshop / Special Meeting Minutes
Item Memo
08.06.24.Council Special Meeting.Budget Minutes.draft.pdf

E.2 August 8, 2024 Special Meeting Minutes
Item Memo
08.08.2024.Council Meeting Minutes.draft.pdf

E.3 August 22, 2024 Regular Meeting Minutes
Item Memo
08.22.2024.Council Meeting Minutes.draft.pdf

F. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS

G. PUBLIC COMMENTS ON THE CONSENT AGENDA AND/OR NON-AGENDA BUSINESS (LIMITED TO THREE MINUTES)

H. <u>CONSENT AGENDA</u>

H.1 **RESOLUTION NO. 24-174, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A COMBINED TASK ORDER AND NOTICE TO PROCEED WITH GEMINI ENGINEERING & SCIENCES, INC. FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO GAYLE'S TRAILS CULVERT IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED $152,000.00.**
Item Memo
Res 24-174.Gemini Task Order.Gayles Trails Culvert Impovement Project.pdf
Gemini MSA - Stormwater Engineering Services.pdf
Gemini Task Order 2024-01 (Gayle'sTrailCulverts) signed.pdf

H.2 **RESOLUTION NO. 24-175, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN ASSISTANCE TO FIREFIGHTERS GRANT AGREEMENT WITH THE DEPARTMENT OF HOMELAND SECURITY FOR MISSION-BASED RESILIENCE IN THE AMOUNT OF $497,619.04 AND DESIGNATING THE CITY'S AUTHORIZED REPRESENTATIVE.**

Item Memo
Res 24-175.FL Homeland Security.Firefighter Grant Mission Based Resilience.pdf
FEMA Award.PDF

H.3 **RESOLUTION NO. 24-176, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF LIQUID SODIUM HYPOCHLORITE FROM ODYSSEY MANUFACTURING CO. FOR THE UTILITIES DEPARTMENT AT THE SET UNIT PRICE OF $1.65 PER GALLON AND AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THE BAY COUNTY, FLORIDA, CONTRACT GOVERNING THAT PURCHASE.**

Item Memo
Res 24-176.Purchase Liquid Sodium Hypochlorite.pdf
PCB Cvr Ltr.pdf
Exh A.Bay County Bleach Contract.pdf

H.4 **RESOLUTION NO. 24-177, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A CHANGE ORDER TO THE CITY'S AGREEMENT WITH DOMINGUEZ-DESIGN BUILD, INC. FOR THE FIRE STATION #31 PROJECT TO INCREASE THE CONTRACT AMOUNT BY $41,266.00 AND ALLOWING THE CITY MANAGER TO EXECUTE FUTURE CHANGE ORDERS UNDER CERTAIN CONDITIONS TO ACCOUNT FOR TAX SAVINGS.**

Item Memo
Res 24-177.Fire Station 31 Change Order 4.pdf
PCB Fire Station 31.CO #04.Letter of Reccomendation.(PENDING).pdf
FS#31.CO #04 Misc. changes (Pending) (002).pdf

I. REGULAR AGENDA AND DISCUSSION / ACTION ITEMS

I.1 **ORDINANCE NO. 1648, AMENDING THE CITY'S COMPREHENSIVE GROWTH DEVELOPMENT PLAN RELATED TO THE SANITARY SEWER ELEMENT; SECOND READING / PUBLIC HEARING.**

Item Memo
Ordinance No 1648 2nd Reading.pdf
Ord 1648 Business Impact Estimate EXEMPT.pdf
Affidavit Notice Ord 1648 2nd Reading.pdf

I.2 **ORDINANCE NO. 1651, AMENDING SECTION 7-3 OF THE CITY'S CHARTER RELATED TO THE CONDUCT OF MUNICIPAL ELECTIONS; PROPOSING A CHANGE FROM APRIL TO NOVEMBER FOR CITY ELECTIONS; SECOND READING / PUBLIC HEARING.**

Item Memo
Ord. 1651.Election Date Updated.pdf
Ord 1651. Elections Business Impact Estimate.pdf
Affidavit Notice Ord 1651 2nd reading.pdf

I.3 **ORDINANCE NO. 1652, AMENDING SECTION 19-154 OF THE CITY'S CODE OF ORDINANCES RELATED TO PERMITTING IN PUBLIC RIGHT-OF-WAYS.**

Item Memo
Ord 1652.Amending Code Re Permitting Public Rights of Way.pdf
business-impact-estimate__final_permitting_in_right_of_way_.docx

I.4 **ORDINANCE NO. 1654, AMENDING THE CITY'S LAND DEVELOPMENT CODE RELATED TO FLOOD MANAGEMENT REGULATIONS; FIRST READING/ PUBLIC HEARING.**

Item Memo
Ord 1654 Flood .pdf
Ord 1654.Flood.Business Impact Estimate.pdf

I.5 **ORDINANCE NO. 1653, ESTABLISHING THE WATER, SEWER, AND RECLAIMED WATER RATES FOR FISCAL YEAR 2024-25; FIRST READING / PUBLIC HEARING.**
Item Memo
Ord 1653.Utility Rate Change.pdf
Ord 1653 Business Impact Estimate,Water Sewer Reclaimed Rates 2024-25.pdf
Rate Sufficiency Review Comparison Table Only.pdf
Rate Sufficiency Review Final .pdf
Bay County Rate Comparison_3 Sept 2024_final_WATER.pdf
Bay County Rate Comparison_3 Sept 2024_final_SEWER.pdf
Bay County Rate Comparison_3 Sept 2024_final_COMBINED W&S.pdf
Bay County Rate Comparison_3 Sept 2024_final_WATER CHANGE FY24 TO FY 25.pdf
Bay County Rate Comparison_3 Sept 2024_final_SEWER CHANGE FY 24 TO FY25.pdf
Bay County Rate Comparison_3 Sept 2024_final_COMBINED BILL CHANGE FY24 TO FY25.pdf

I.6 ***RESOLUTION NO. 24-173, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY, THE PANAMA CITY BEACH FRONT BEACH ROAD COMMUNITY REDEVELOPMENT AGENCY, AND THE BAY COUNTY BOARD OF COUNTY COMMISSIONERS.**
Item Memo
Res 24-178.CRA Interlocal Agreement.pdf
FBR CRA Interlocal Agreement 2024.PCB Draft.v2.0.pdf

I.7 ***RESOLUTION NO. 24-179, PROVIDING FOR FINDINGS AND AUTHORIZING AND DIRECTING THE EXECUTION OF A CRA NEAR TERM WORK PLAN.**
Item Memo
Res 24-179.CRA Near Term Work Plan.pdf

I.8 **RESOLUTION NO. 24-162, AMENDING THE CITY'S BUDGET FOR THE FISCAL YEAR 2023-2024.**
Item Memo
Resolution 24-162 Amending FY 2024 Budget.pdf

I.9 **RESOLUTION NO. 24-163, ESTABLISHING THE CITY'S BUDGET FOR FY 2024-2025.**
Item Memo
Resolution 24-163 Establishing FY 2025 Budget.pdf
Department Detail.pdf

I.10 ***RESOLUTION NO. 24-164, AMENDING THE BUDGET FOR THE COMMUNITY REDEVELOPMENT AGENCY (CRA) FOR THE FISCAL YEAR COMMENCING ON OCTOBER 1, 2023, AND ENDING ON SEPTEMBER 30, 2024; ESTABLISHING THE BUDGET FOR THE COMMUNITY REDEVELOPMENT AGENCY (CRA) FOR THE FISCAL YEAR COMMENCING ON OCTOBER 1, 2024, AND ENDING ON SEPTEMBER 30, 2025.**
Item Memo

2025 CRA Budgets.pdf
FY 2025 CRA Agency Budget.pdf
Attachment II - CRA Budget FY 2025.pdf

I.11 **DISCUSSION / ACTION ITEM, MARIJUANA DISPENSARIES.**
Item Memo

J. CITY MANAGER REPORT

K. CITY ATTORNEY REPORT

L. COUNCIL COMMENTS

M. ADJOURN

***** AT EACH OF ITS REGULAR OR SPECIAL MEETINGS, THE CITY COUNCIL ALSO SITS, EX-OFFICIO, AS **THE CITY OF PANAMA CITY BEACH COMMUNITY REDEVELOPMENT AGENCY** , JOINTLY AND CONCURRENTLY, AND MAY CONSIDER ITEMS AND TAKE ACTION IN THAT LATTER CAPACITY. ACTION ITEMS NOTED WITH AN ASTERICK.

****** AT EACH OF ITS REGULAR OR SPECIAL MEETINGS, THE CITY COUNCIL ALSO SITS, EX-OFFICIO, AS **THE LAW ENFORCEMENT TRUST BOARD**, JOINTLY AND CONCURRENTLY, AND MAY CONSIDER ITEMS AND TAKE ACTION IN THAT LATTER CAPACITY. ACTION ITEMS NOTED WITH TWO ASTERICKS.

PAUL CASTO	**X**	**PAUL CASTO**	**X**
MARY COBURN	**X**	**MARY COBURN**	**X**
MICHAEL JARMAN	**X**	**MICHAEL JARMAN**	**X**
ETHAN REGISTER	**X**	**ETHAN REGISTER**	**X**
STUART TETTEMER	**X**	**STUART TETTEMER**	**X**
I certify that the Council members listed above have been contacted and given the opportunity to include items on this agenda.		I certify that the Council members listed above have been contacted and given the opportunity to include items on this agenda.	
/s/ City Clerk	**Date**	**/s/ City Clerk**	**Date**

The Agenda Packet is posted on the City's website at WWW.PCBFL.GOV by close of business on the Friday before the meeting. City Council meetings are live streamed on the City's website WWW.PCBFL.GOV and City Facebook page "PANAMA CITY BEACH-GOVERNMENT". One or more members of other City Boards may appear and speak at this meeting. If a person decides to appeal any decision made by the City Council with respect to any matter considered at the meeting, if an appeal is available, such person will need a record of the proceeding, and for this purpose, such person may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is based. Sec. 286.0105, FS (2020).

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME: Lynne Fasone, City Council	***2. MEETING DATE:*** September 12, 2024
3. REQUESTED MOTION/ACTION: Report community events / announcements within the City of PCB.	
4. AGENDA: COMMUNITY ANNOUNCEMENTS	***5. IS THIS ITEM BUDGETED (IF APPLICABLE)?:*** N/A Detailed Budget Amendment Attached: N/A
	6. IDENTIFY STRATEGIC PRIORITY: Quality of Life N/A N/A
7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED? Report community events / announcements within the City of PCB.	
09.12.2024.Community Announcements.pdf	

City of
Panama City Beach

17007 PCB Parkway
PCB, FL 32413
www.pcbfl.gov

Community Announcements
for the
September 12, 2024
City Council Special Meeting

Date	Event	Location
Saturday, Sept 21	**USFA Super Girl Fastpitch**	Frank Brown Park
Thursday, Sept 26 **9:00 AM**	**Next City Council Meeting**	City Hall
Saturday, Sept 28	**Fall Festival & Market**	Aaron Bessant Park
Saturday, Sept 28	**U S Road Running 5k**	Frank Brown Park / Gayle's Trails
Saturday, Sept 28	**5k For the Bays** (St. Andrew & St. Joseph Bays Estuary Program at FSU Panama City)	Conservation Park

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME: Lynne Fasone, City Council	***2. MEETING DATE:*** September 12, 2024

3. REQUESTED MOTION/ACTION:

Review and approve August 6 Budget Workshop Meeting minutes

4. AGENDA: APPROVAL OF MEETING MINUTES	***5. IS THIS ITEM BUDGETED (IF APPLICABLE)?:*** N/A Detailed Budget Amendment Attached: N/A
	6. IDENTIFY STRATEGIC PRIORITY:

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

Per the City Charter and Florida Statutes, the City Clerk shall prepare meeting minutes for each City Council meeting.

08.06.24.Council Special Meeting.Budget Minutes.draft.pdf

City of
Panama City Beach

PCB City Hall
17007 PCB Parkway
PCB, FL 32413
P: (850) 233-5100
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www.pcbfl.gov

2024 Budget Workshop / Special Meeting of the City Council of the City of Panama City Beach, Florida, and when permitted or required by the subject matter, the Panama City Beach Community Redevelopment Agency.

Mayor Stuart Tettemer called the August 6, 2024 budget workshop / special meeting to order at 8:30 AM.

ROLL CALL
MAYOR STUART TETTEMER
VICE MAYOR MICHAEL JARMAN
COUNCILMAN PAUL CASTO
COUNCILMEMBER MARY COBURN
COUNCILMAN ETHAN REGISTER

A quorum was present with all five members of City Council. Others present were City Manager Drew Whitman, Assistant City Manager Holly White, City Attorney Cole Davis, City Clerk Lynne Fasone, Finance Director Debra Gibson, Budget Analyst Joey St. Germain, Directors, staff, and members of the public and press.

INVOCATION AND PLEDGE OF ALLEGIANCE
Pastor Paul McComack from Christ Our Savior Lutheran Church led the invocation. Vice Mayor Michael Jarman led the pledge of allegiance.

BUDGET WORKSHOP AND PUBLIC HEARINGS
Mayor Tettemer introduced City Manager Drew Whitman. Manager Whitman thanked Director Gibson, Ms. St. Germain and staff for their hard work on the budgets. Manager Whitman explained that he would ask Council for five (5) motions throughout the day so bills can be paid, if approved by Council.

Assistant City Manager White thanked the department heads and the finance department, especially Director Gibson and Ms. St. German for producing this budget, as well as Ms. Sam for producing the PowerPoint.

Manager Whitman turned the floor over to Director Gibson.

Director Gibson noted she was pleased to present to Council a balanced and prudent budget that was responsive to Council's strategic plan. Director Gibson explained that she would walk Council through each budget and certain assumptions were included in all budgets, including a 3% COLA, and 2% merit and pension contribution rates.

1. DISCUSSION / ACTION ITEM, GENERAL FUND FY 2024/2025 BUDGET, PUBLIC HEARING
Mayor Tettemer opened the public hearing on the General Fund FY 2024/2025 Budget. Hearing and seeing no comments, Mayor Tettemer closed the public hearing. Mayor Tettemer turned the floor over to Director Gibson.

Department: Executive

Director Gibson reviewed the Executive Department within the General Fund, beginning on page 10 of the packet. Director Gibson also discussed the City's contribution to Bay EDA in the amount of $28,617, reflected in 54-10. A brief discussion regarding the City's Bay EDA contribution, budgeting for the Administrative Assistant to assist city council and the city clerk, and travel funds for the City Manager, Assistant City Manager, and City Clerk took place.

Assistant City Manager White recommended that any changes to the budget the Council makes today be brought back to Council in the form of a resolution for adoption. Council concurred.

Mayor Tettemer called for questions from Council. Hearing and seeing none, **Mayor Tettemer called for a motion to approve the Bay EDA contribution, travel funds for the City Manager, Assistant City Manager, and City Clerk and moving the part-time Administrative Assistant position to a full-time position. Vice Mayor Jarman so moved. Councilman Casto seconded the motion. All were unanimously in favor of the motion by a (5-0) roll call vote.**

Vice Mayor Jarman	Aye
Councilman Casto	Aye
Councilmember Coburn	Aye
Councilman Register	Aye
Mayor Tettemer	Aye

Director Gibson noted the rest of the numbers in the General Fund were consistent with last year's numbers. Mayor Tettemer called for questions from Council. Hearing and seeing none.

Department: Administrative

Director Gibson reviewed the Administrative fund within the General Fund, beginning on page 12 of the packet. Director Gibson reported a capital improvement project for the Firenzo parking lot was budgeted for the fiscal year.

Mayor Tettemer called for questions from Council. Hearing and seeing none.

Mayor Tettemer recommended hosting a citizen's academy, similar to the one Bay County offers. Manager White reported he reached out to the County and their program runs about $30,000 to $40,000. A brief discussion took place regarding the County's program and how a similar program in PCB might operate. **City Council agreed by unanimous consent to cap the expenditure for a citizen's academy type of program at $40,000.**

Department: Human Resources Division

Director Gibson reviewed the Human Resources fund within the General Fund, beginning on page 17 of the packet.

Mayor Tettemer invited Director Roeder to the podium. Director Roeder discussed the need for a new position, "Safety and Risk Manager."

Mayor Tettemer called for questions from Council. Hearing and seeing none. **Hearing and seeing no objections by Council to the addition of the "Safety and Risk Manager" position.**

DRAFT

Department: Facilities Division

Director Gibson reviewed the Facilities fund within the General Fund, beginning on page 21 of the packet. Director Gibson noted one new position of "Facilities Maintenance Tech" was being requested.

A brief discussion regarding filter replacement, contracts and cancelling contracts, janitorial work at the Gulf Blvd. building and assisting with the lack of maintenance took place.

Mayor Tettemer called for questions from Council. Hearing and seeing none. **Hearing and seeing no objections by Council to the addition of the "Facilities Maintenance Tech" position.**

Department: Legal Division

Director Gibson reviewed the Legal fund within the General Fund, beginning on page 24 of the packet. Director Gibson reported there was not much of an increase for this budget. Mr. Davis reviewed billing rates and noted that up to five lawyers do work for the City on any given day.

Mayor Tettemer called for comments from Council. Mayor Tettemer noted this equates to about a 3% increase and added that he had reviewed the bills and this tracks with the expenses. Vice Mayor Jarman noted they were experts in their field.

Mayor Tettemer called for questions from Council. Hearing and seeing none, Mayor Tettemer asked Council if they were comfortable with the Legal Department budget. Hearing and seeing no comments, **all were in support of the Legal Department Budget, as presented, by unanimous consent.**

Department: Planning Department

Director Gibson reviewed the Planning Department fund within the General Fund, beginning on page 25 of the packet. Director Gibson reported this budget was as close to a level fund budget that Council would find, no positions, no machinery purchases, no capital outlay.

Mayor Tettemer called for comments from Council. Hearing and seeing none, Mayor Tettemer asked if Council if they were comfortable with the Planning Department budget. Hearing and seeing no comments, **all were in support of the Planning Department Budget, as presented, by unanimous consent.**

Department: Police Department – Law Enforcement

Director Gibson reviewed the Police Department - Law Enforcement fund within the General Fund, beginning on page 27 of the packet. Director Gibson reviewed the new positions, capital projects, and vehicles/equipment being requested. Director Gibson reviewed the additional requests including mutual aid rate increase at $40,000, additional Flock cameras, evidence room equipment and furniture purchase and software purchase requests. Director Gibson noted that some of the capital projects were being partially funded by grants.

Mayor Tettemer called for questions from Council. Mayor Tettemer invited Chief Talamantez to the podium. Mayor Tettemer recommended, in future budgets, that grants be split out, a line perhaps be added to the budget. Assistant Manger White concurred.

Brief discussions took place returning purchasing pole barns and Police Department overtime. Chief Talamantez noted that the two additional spots would hopefully help decrease the overtime.

Mayor Tettemer inquired if one Dispatcher position would be adequate. Chief Talamantez discussed training and finding qualified people being the challenge. A brief discussion regarding steps to increase retention in

that department took place. Chief Talamantez reported that perhaps pay raises for the Dispatchers would be helpful to make the City more marketable, a recognized increase. Manager Whitman reported, if Council approves this budget, he had funding for a pay study included. Vice Mayor Jarman recommended Chief Talamantez come back to Council in February and let Council know where he was with hiring Dispatchers, that he was not opposed to hiring a third Dispatcher. Chief Talamantez concurred.

Mayor Tettemer asked if Council was comfortable with the Police Department budget. Councilman Register asked Council to figure out a way to get Police Officers more money after the pay study comes out. Hearing and seeing no other comments, **Council was in support of the Police Department Budget, as presented, by unanimous consent.**

Department: Fire Department

Director Gibson reviewed the Fire Department fund within the General Fund, beginning on page 38 of the packet. Director Gibson reported the department was broken out into two departments Fire/EMS and Beach Rescue. Director Gibson the department requests two (2) new full-time positions and machinery and equipment for this fiscal year. Director Gibson added that the department is seeking grant funding for the Mobile Command Center and LifePacks.

Mayor Tettemer called for questions from Council. Mayor Tettemer noted he had the same question about over-time and would adding the two new positions reduce overtime. Chief Morgan explained the function of shift work, Officers currently helping out with inspections and taking training classes. Further discussion regarding firefighter overtime hours being built into the budget by nature of the work. Discussion regarding breaking out overtime in future budgets took place.

Mayor Tettemer inquired about the Chief of Training position. Chief Morgan explained the position was an industry standard and would report to our Deputy Chief. Chief Morgan added that the position mirrors what other agencies are doing and would be a pier level agency to agency position. Position and chain of command discussion took place. Discussion regarding overtime for the Fire Rescue Department took place. Further discussion regarding the Chief of Training position, including job duties and qualifications and needed certifications took place.

Councilmember Coburn and Councilman Register thanked Chief Morgan and his department for doing a great job.

Mayor Tettemer asked if Council if they were comfortable with the Fire Department budget. Hearing and seeing no comments, **all were in support of the Fire Department Budget, as presented, by unanimous consent.**

Division of Fire Department Beach Safety Division

Director Gibson reviewed the Beach Rescue fund within the General Fund, beginning on page 53 of the packet. Director Gibson reported five (5) fulltime lifeguards were being proposed. Director Gibson reviewed the machinery and equipment included in this budget.

Mayor Tettemer called for questions from Council. Discussion regarding hiring new lifeguards and overtime took place. Chief Morgan reported that his team had put in an exorbitant amount of time and hopefully the new positions would help reduce the amount of overtime. Councilman Casto expressed his support and added that the City was making progress.

Mayor Tettemer asked if Council was comfortable with the Beach Rescue. Hearing and seeing no comments, **all were in support of the Beach Rescue Budget, as presented, by unanimous consent.**

Department: Building Department

Director Gibson reviewed the Building Department fund within the General Fund, beginning on page 57 of the packet. Director Gibson reported the Department requests one (1) new full-time position and one replacement vehicle/ATV. Mayor Tettemer invited Director Leonard to the podium.

Mayor Tettemer called for questions from Council. Director Leonard explained the position would help his department retain a rating. Further discussion regarding the job duties of the Flood Permit Coordinator took place. Discussion regarding new FEMA Flood maps took place.

Mayor Tettemer asked if Council if they were comfortable with the Building Department budget. Hearing and seeing no comments, **all were in support of the Building Department Budget, as presented, by unanimous consent.**

Department: Street Department

Director Gibson reviewed the Street Department fund within the General Fund, beginning on page 61 of the packet. Director Gibson reported the department was requesting two new positions, a utility truck and fleet shop lift, program enhancements, and four capital improvement projects were included in this budget. Director Gibson reported Clarence Street improvements would be funded by ½ sales funds.

Mayor Tettemer called for questions from Council. Mayor Tettemer asked Council to consider funding parking around beach accesses. Assistant Manager White reported that certain funds could only be used for parking around beach access and capital only. Mayor Tettemer proposed adding funding to the budget to do a study.

Mayor Tettemer invited Mr. Passmore to the podium. Mr. Passmore discussed general engineering costs and the City not having a CRA parking study. Mayor Tettemer asked Council to consider adding $100,000 to the Street Department budget to fund a parking study at beach accesses. Further discussion regarding finishing the CRA before the study, ongoing negotiations with Bay County took place.

Vice Mayor Jarman inquired if the City completes a section on the CRA, how difficult would it be to overlay parking. Mr. Passmore discussed putting the retaining walls as far back as possible. Councilman Casto noted that he was not in favor of stopping the CRA to reengineer anything.

Councilmember Coburn recommended not kicking parking down the road, that it was a quality-of-life issue, and recommended funding a study. Vice Mayor Jarman note he was for public parking. Councilman Register noted he was happy to do the study only if it does not slow the CRA progress.

Discussion regarding where funding might come from took place. Vice Mayor Jarman asked Mr. Passmore to get some ideas on the costs to do a parking study on Segment 4.3 only.

All Councilmembers were in agreement by unanimous consent to transfer $100,000 from the General Fund to CRA unrestricted for a parking study.

Mayor Tettemer inquired with respect to the bulk waste program, should Council consider using an amnesty waste program just a couple times a year. City Manager Whitman noted that staff needed direction on the as the program was a pilot program, does Council want him to continue, modify, or do away with the program.

Mayor Tettemer called for comments from Council. Discussion regarding how the bulk waste program exactly works took place. Discussion regarding the agreements with the haulers took place**. All Councilmembers were in agreement: 1) keep the amenity but move it to 4 times per year pickup schedule, at staff's discretion on how to do the scheduling, 2) continue with a pilot program for a year, and 3) Legal to review the franchise agreements for a future discussion.**

Manager Whitman asked Council for a motion to approve the TPO contribution in the amount of $46,700.00. **Councilman Register moved to approve the funding of the TPO contribution, in the amount of $46,700.00. Vice Mayor Jarman seconded the motion. All were unanimously in favor of the motion by a (5-0) roll call vote.**

Vice Mayor Jarman	Aye
Councilman Casto	Aye
Councilmember Coburn	Aye
Councilman Register	Aye
Mayor Tettemer	Aye

Mayor Tettemer invited Ms. Lori Deaton to the podium. Ms. Deaton presented, and Ms. Fasone distributed, her presentation to Council. Ms. Deaton requested funding from the City for spay/neuter services for cats. Mayor Tettemer called for comments from Council. Further discussion regarding how the program might work took place. **Mayor Tettemer summarized: allocate $40,000 for feral cats to be spay/neutered on the beach, with the details to be worked out by staff at another time. All Councilmembers were in favor by unanimous consent with adding $40,000 to the Building Department's budget for the program.**

Mayor Tettemer asked Council if they had anything else for the Street Department. Hearing and seeing none

Department: Library Department

Director Gibson reviewed the Library Department fund within the General Fund, beginning on page 73 of the packet. Director Gibson reported the Library was requesting $100,000 for foundation repairs and within the Operating Expenditures Bay County was requesting an allocation of $219,603.

Mayor Tettemer invited Director Joyner to the podium. Director Joyner reported that Mr. Jagers has confirmed that the foundation needs repaired. Director Joyner added that as the building is aging the bathrooms, HVAC and a new roof will be needed.

Mayor Tettemer asked Council if they were comfortable with the Library budget. Hearing and seeing no further comments, **Councilman Casto moved to approve the funding to the Library. Vice Mayor Jarman seconded the motion. All were unanimously in favor of the motion by a (5-0) roll call vote.**

Vice Mayor Jarman	Aye
Councilman Casto	Aye
Councilmember Coburn	Aye
Councilman Register	Aye
Mayor Tettemer	Aye

Department: Recreation Department

Director Gibson reviewed the Recreation Department fund within the General Fund, beginning on page 77 of the packet. Director Gibson reported the Department was requesting one (1) new position for a Building and Grounds Service Worker and reviewed the CIP projects on page 81.

Mayor Tettemer called for comments on the Senior Center budget. Hearing and seeing none, **Vice Mayor Jarman moved to approve the Senior Center budget as presented. Councilman Register seconded the motion. All were unanimously in favor of the motion by a (5-0) roll call vote.**

Vice Mayor Jarman	Aye
Councilman Casto	Aye
Councilmember Coburn	Aye
Councilman Register	Aye
Mayor Tettemer	Aye

Mayor Tettemer called for a motion to approve the contribution to the Boys & Girls Club. **Vice Mayor Jarman so moved. Councilman Casto seconded the motion. All were unanimously in favor of the contribution to the Boys & Girls Club by a roll call vote (5-0).**

Vice Mayor Jarman	Aye
Councilman Casto	Aye
Councilmember Coburn	Aye
Councilman Register	Aye
Mayor Tettemer	Aye

Mayor Tettemer asked for an update on the LED lights. Councilman Casto recommended that the TDC contribute to the funding of this project. Vice Mayor Jarman noted that he was in talks with the TDC right now. Councilman Register concurred. **Councilmembers agreed to leave the funding in the budget as is and then augment with any TDC funding if received.**

Discussion regarding the Park Shop and cosmetic updates to the Lyndell Center took place. Director Joyner discussed some of the projects probably rolling over to next year took place. Councilmembers thanked Ms. Joyner and praised her staff. Director Joyner discussed the revenue received from the Lyndell Center.

Mayor Tettemer recommended reviewing the Parks fee schedule next year. Councilmembers concurred.

Mayor Tettemer opened comments on the Lyndell pickleball lighting upgrade. Councilmembers discussed the pros and cons of adding additional lights, complaints received by the neighborhood, and pushing the lighting upgrade to next year since new pickleball courts are being built at Frank Brown Park took place.

Mayor Tettemer asked Council if they were in agreement with pushing the lighting upgrade out one year, voice vote (4-1) in favor.

Vice Mayor Jarman	Aye
Councilman Casto	Aye
Councilmember Coburn	No
Councilman Register	Aye
Mayor Tettemer	Aye

Further discussion regarding Community Center and playground equipment upgrades took place.

Mayor Tettemer asked Council if they were comfortable with the Parks/Recreation Department budget. Hearing and seeing no comments, **all were in support of the Parks/Recreation Department Budget, as presented, by unanimous consent.**

At 10:50 a.m. Mayor Tettemer called for a 10-minute recess. Mayor Tettemer reconvened the meeting at 11:00 a.m.

Assistant City Manager White summarized the changes as: 1) moving the part-time Admin. Assistant to full-time; 2) adding $40,000 for a citizens' academy; 3) transfer $100,000 from the Street Department for a CRA parking study; 4) re-cost the bulk waste program to a 4-times per year pick-up; 5) adding $40,000 for a spay/neuter program; and 6) moving the pickleball lighting upgrade project to next year, fiscal year 2026. Councilmembers concurred.

Director Gibson briefly reviewed revenues and noted that tracking was down about 1%. Hearing and seeing no further comments.

Mayor Tettemer called for a brief lunch recess at 11:03 a.m. Mayor Tettemer reconvened the special meeting at 11:33 a.m.

***3. DISCUSSION / ACTION ITEM, CRA FUND FY 2024 BUDGET, PUBLIC HEARING**

Director Gibson briefly reviewed the CRA FY 2024/2025 budget, beginning on page 109.

Mayor Tettemer noted this item was available to Council. Mayor Tettemer invited Mr. Passmore and Kathy to the podium. Further discussion regarding crosswalks, flashing lights, safety zones, islands/refuge areas took place. Discussion regarding Segments 4.1 and 4.2 and Powell Adams construction running concurrently, plans needing updated with respect to utility in Segment 4.3. Hills Road Nautilus design process and right of way acquisition took place. Mayor Tettemer called for Council comments. Hearing and seeing none at this point.

Mayor Tettemer inquired if the maintenance worker would be cost shared. Director Younce stated she was open to cost sharing the employee as well as the machinery. Further discussion regarding the landscape contract increase detailed on page 119 took place. Mayor Tettemer asked for details on "CIP in Other." Manager Whitman explained that he would have Joey break that out better next year, we ran out of coding numbers this year. Mayor Tettemer asked the Managers to speak to the cash carry forward restricted TIF. Assistant Manager White reported that it was mostly an issue of timing, and the budgets were only estimates, and if the CIP costs were down then cash carry would be up. A brief discussion regarding the pipeline in Segment 5 took place.

Assistant Manager White reported when staff comes back to Council it will have a separate resolution for approval for the CRA agency.

Mayor Tettemer opened the public hearing on the CRA Fund FY 2024/2025 Budget. Hearing and seeing no comments, Mayor Tettemer closed the public hearing.

Mayor Tettemer asked if Council if they were feeling good about the CRA budget. Hearing and seeing no comments, **all were in support of the CRA Fund FY 2024/2025 Budget, as presented, by unanimous consent.**

4. DISCUSSION / ACTION ITEM, STORMWATER FUND FY 2024/2025 BUDGET, PUBLIC HEARING

Director Gibson briefly reviewed the Stormwater FY 2024/2025 budget beginning on page 124 and noted that the machinery/equipment purchases, CIP projects and no personnel requested.

Mayor Tettemer opened the public hearing on the Stormwater Fund FY 2024/2025 Budget. Hearing and seeing no comments, Mayor Tettemer closed the public hearing.

Mayor Tettemer called for additional questions from Council.

Mayor Tettemer inquired at what point do we consider the Outfall project non-viable. Manager Whitman explained the goal was to get the final permit from the Florida Commerce, after that he would put the project out to bid, and then if there is a shortfall he would go back to DC to request additional funding. Mayor Tettemer inquired if the grant funding received could be reprogramed. Manager Whitman stated no, that it would need to go back to the State. Councilman Casto noted until we go out to bid, we don't know if there is a shortfall. Manager Whitman concurred.

Mayor Tettemer asked if Council if they were feeling good about the Stormwater budget. Hearing and seeing no comments, **all were in support of the Stormwater Fund FY 2024/2025 Budget, as presented, by unanimous consent.**

5. DISCUSSION / ACTION ITEM, UTILITY FUND FY 2024/2025 BUDGET, PUBLIC HEARING

Director Gibson briefly reviewed the Utility Fund Budget as well as the Water Budget beginning on page 139 of the packet. Director Gibson reviewed some of the larger capital projects and noted the request for 11 new positions.

Manager Whitman reminded the public that Mark's department controls the entire island, bridge to bridge, not just city limits.

Mayor Tettemer opened the public hearing on the Utility Fund FY 2024/2025 Budget. Hearing and seeing no comments, Mayor Tettemer closed the public hearing.

Mayor Tettemer called for questions from Council and invited Director Shaeffer to the podium.

Director Shaeffer discussed the wholesale purchase of water and electricity costs. Director Shaeffer discussed various water and wastewater capital projects, including McElvey ground storage tanks, watermain relocations, new utilities and admin support building, automated water meter reading program, discussion regarding the function/responsibility of a landscaper getting access to meters and maintaining 180 lift station sites.

Mayor Tettemer asked the Director to talk Council through the West Laird transmission mains and St. Joe's contribution. Mayor Tettemer asked the Director to talk Council through the Bid-A-Wee subdivision watermain replacements bid and the submission being modified to hopefully get responses.

Mayor Tettemer called for any other questions on the CIP projects. Hearing and seeing none.

Further discussion regarding new positions being requested, including the Impact Fee Coordinator, Lift Station Attendant and Procurement Specialist. Attorney Davis spoke in favor of hiring a Utilities Procurement Specialist as Mark's department was the largest purchaser of goods.

Councilmember Coburn inquired about amending the ordinance for cable notifications. Attorney Davis noted that he was working on the right of way ordinance, that he decided to split the ordinances into two; we carved out the notification piece to bring that to Council quicker.

Director Gibson briefly reviewed the Utility Fund Budget beginning on page 141 and noted that personnel and facilities were allocated over the two funds discussed.

Director Shaeffer reviewed the larger capital projects including, Waste Water Treatment facility improvements, 12 Lift Station upgrades, Laguna Beach Septic to Sewer project, West Laird Fore Main, sewer main relocations, and a new utilities admin and support building.

Mayor Tettemer asked Director Shaeffer to talk through the Conservation Park improvements. Director Shaeffer detailed the proposed improvements. Vice Mayor Jarman inquired as to the status of the additional 700 ac. Manager Whitman reported we were at the finish line; the State was working hard for us so I want to thank them. Vice Mayor Jarman inquired about the need to increase capacity. Director Shaeffer reported he would come to the Council for a decision on whether to expand current facilities or add a new facility.

Mayor Tettemer asked if Council if they were feeling good about this budget. Hearing and seeing no comments, **all were in support of the Utility Fund FY 2024/2025 Budget, as presented, by unanimous consent.**

6. DISCUSSION / ACTION ITEM, PIER FUND FY 2024/2025 BUDGET, PUBLIC HEARING

Director Gibson briefly reviewed the Pier FY 2024 /2025 budget and projected revenues beginning on page 167 of the packet.

Mayor Tettemer opened the public hearing on the Pier Fund FY 2024/2025 Budget. Hearing and seeing no comments, Mayor Tettemer closed the public hearing.

Mayor Tettemer called for questions from Council. Discussion regarding salaries took place. Discussion regarding the purchase of a mini track loader and how it would be used took place.

Mayor Tettemer inquired as to why there was such a high cash carry forward. Ms. St. Germain explained that was our reserve balance. Assistant City Manager concurred and noted that that reserve fund was steadily declining over the last number of years.

Mayor Tettemer inquired admissions revenues was mostly from visitors. Director Joyner reported on spectators and fisherman and noted that she did not have a way to know if those attending were visitors or residents. Mayor Tettemer asked staff to look at a way to have a few free days on the Pier for residents. Manager Whitman noted that he would do that when he brings back the fee schedule/rates for Council to consider. Councilmembers concurred.

Mayor Tettemer called for additional questions from Council. Hearing and seeing none, Mayor Tettemer asked Council if they were feeling good about this budget. Hearing and seeing no comments, **all were in support of the Pier Fund FY 2024/2025 Budget, as presented, by unanimous consent.**

7. DISCUSSION / ACTION ITEM, AQUATIC CENTER FUND FY 2024/2025 BUDGET, PUBLIC HEARING

Director Gibson briefly reviewed the Aquatics FY 2024 /2025 budget and projected revenues beginning on page 178.

Mayor Tettemer called for questions from Council. Discussion regarding replacing heaters, overhead lighting and shower stall upgrades and the cash carry forward balance took place.

A brief discussion regarding the proposed rock wall took place. Mayor Tettemer noted that he was not in favor of the rock wall at this time. Councilman Register concurred. Councilman Casto noted he did not know that the City would get its money back on the investment. Councilman Register recommended that staff bring back more options for the deep end. Councilmember concurred and recommended the funds go toward the lighting and locker room upgrades.

Discussion regarding the cost of personnel took place. Discussion regarding perhaps renting out the pool took place. Attorney Davis reported that his office had looked at this in the past and some people run into some tension with respect to coving insurance because they don't have the resources. Councilman Casto asked staff to look at ways to cover the personnel costs of the ballfields as well. Mayor Tettemer concurred and asked staff to look at ways to cover personnel costs for the pool and the ballfields. Councilmembers concurred and noted they would prefer to push out the rock wall purchase.

Mayor Tettemer opened the public hearing on the Aquatics Fund FY 2024/2025 Budget. Hearing and seeing no comments, Mayor Tettemer closed the public hearing.

8. DISCUSSION / ACTION ITEM, IT INTERNAL SERVICE FUND FY 2024/2025 BUDGET, PUBLIC HEARING

Director Gibson noted that last year staff set up an internal service fund for IT since other departments pay into that fund. Director Gibson reviewed the budget beginning on page 191 and noted that this budget cannot show a profit since it is an internal service fund. Director Gibson reviewed the project and machinery requests beginning on page 194.

Mayor Tettemer asked Director Warren to speak to the ERP project. Director Warren reviewed the benefits of an ERP system. Mayor Tettemer noted that he was excited about this project. Discussion regarding whey the city has wired phones and upgrades to the fuel pumps took place.

Mayor Tettemer called for comments from Council. Vice Mayor Jarman noted he was excited about the fiber project. Director Warren described some of the benefits that will come with the fiber project.

Mayor Tettemer opened the public hearing on the IT Fund FY 2024/2025 Budget. Hearing and seeing no comments, Mayor Tettemer closed the public hearing.

Mayor Tettemer called for additional questions from Council. Mayor Tettemer asked Council if they were feeling good about this budget. Hearing and seeing no comments, **all were in support of the IT Fund FY 2024/2025 Budget, as presented, by unanimous consent.**

Manager Whitman thanked the departments heads for their help with the budget. Mayor Tettemer concurred and thanked the Finance Department for their hard work on the budget.

With nothing further, Mayor Tettemer adjourned the budget workshop / special meeting by unanimous consent at 1:06 p.m.

READY AND APPROVED this _____ day of September, 2024.

CITY OF PANAMA CITY BEACH, FL

_____
Stuart Tettemer, Mayor

ATTEST:

_____
Lynne Fasone, MMC, City Clerk

***** ACTION ITEMS NOTED WITH AN ASTERISK ARE TAKEN BOTH BY THE CITY COUNCIL AND THE PANAMA CITY BEACH REDEVELOPMENT AGENCY ("CRA") JOINTLY AND CONCURRENTLY. IN THE EVENT OF A CONFLICT BETWEEN THE FOREGOING MINUTES AND A VERBATIM TRANSCRIPT OF THESE MINUTES, THE FOREGOING MINUTES SHALL CONTROL.

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME: Lynne Fasone, City Council	***2. MEETING DATE:*** September 12, 2024

3. REQUESTED MOTION/ACTION:

Review and approve City Council's August 8, 2024 special meeting minutes.

4. AGENDA: APPROVAL OF MEETING MINUTES	***5. IS THIS ITEM BUDGETED (IF APPLICABLE)?:*** N/A Detailed Budget Amendment Attached: N/A
	6. IDENTIFY STRATEGIC PRIORITY:

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

Per the City Charter and Florida Statutes, the City Clerk shall prepare meeting minutes for each City Council meeting.

08.08.2024.Council Meeting Minutes.draft.pdf

City of
Panama City Beach

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17007 PCB Parkway
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MINUTES of the **August 8, 2024** Special Meeting of the City Council of the City of Panama City Beach, Florida, and when permitted or required by the subject matter, the Panama City Beach Community Redevelopment Agency.

Mayor Stuart Tettemer called the August 8, 2024 special meeting to order at 5:00 p.m.

ROLL CALL
COUNCILMAN PAUL CASTO
COUNCILMEMBER MARY COBURN
COUNCILMAN ETHAN REGISTER
VICE MAYOR MICHAEL JARMAN
MAYOR STUART TETTEMER

A quorum was present with all five members of City Council. Others present were City Manager Drew Whitman, Assistant City Manager Holly White, City Attorney Cole Davis, City Clerk Lynne Fasone, Directors, staff, and members of the public and press.

INVOCATION AND PLEDGE OF ALLEGIANCE
Councilman Paul Casto led the invocation and the Pledge of Allegiance.

COMMUNITY ANNOUNCEMENTS
Mayor Tettemer presented community announcements.

APPROVAL OF MEETING MINUTES
Mayor Tettemer called for approval of the July 25, 2024 meeting minutes. **Councilman Casto so moved. Vice Mayor Jarman seconded the motion. The July 25, 2024 meeting minutes were unanimously approved by a (5-0) roll call vote.**

Councilman Casto	Aye
Councilmember Coburn	Aye
Councilman Register	Aye
Vice Mayor Jarman	Aye
Mayor Tettemer	Aye

APPROVAL OF AGENDA
Mayor Tettemer called for approval and/or deletions to the agenda. **Attorney Davis recommended removing Item 3, first reading of Ordinance No. 1652, from tonight's regular agenda**, as it needed to be a little more baked. Mayor Tettemer called for additional changes from Council. Hearing and seeing none, **Vice Mayor Jarman moved to approve the agenda, as amended. Councilman Register seconded the motion. All were unanimously in favor of approval of the agenda, as amended by a (5-0) roll call vote.**

Councilman Casto	Aye
Councilmember Coburn	Aye
Councilman Register	Aye
Vice Mayor Jarman	Aye
Mayor Tettemer	Aye

DRAFT

PUBLIC COMMENTS - NON-AGENDA BUSINESS (LIMITED TO THREE MINUTES)

Mayor Tettemer provided instructions and then opened the floor to non-agenda business public comments, limited to three minutes each.

1. Patricia Shannon, 513 Dogwood Street, Ms. Shannon expressed concern with a family across the street from her parking in the yard, a nuisance vehicle not in use. Ms. Shannon noted that she had worked with Code Enforcement to try and get vehicle out of there, however, Code Enforcement hands were tied. Ms. Shannon explained that the vehicle does start but does not run. Ms. Shannon recommended that the Code be amended
2. Ms. Bernie, Petrel Street, Bid-A-Wee, Ms. Bernie thanked Council for putting the council meeting on YouTube and for the hearing assist headset. Mayor Tettemer thanked the IT Department.
3. Mr. Beck, Mr. Beck became agitated, commented on his rights being violated, as well as the Constitution and Bill of Rights.
4. Gerald Nance, Gulf Highlands II, Mr. Nance expressed concern that people in his neighborhood were having short-term rentals and it was becoming a problem.

Hearing and seeing no further comments, Mayor Tettemer closed that public comment period. Mayor Tettemer asked Manager Whitman to respond to the public comments.

Manager Whitman asked Mr. Nance to please get his address to him and/or Director Leonard so they could follow up with him. Manager Whitman commented with respect to Ms. Shannon's concerns regarding a nuisance vehicle, Ms. Hacker had expressed the same concerns, and he and Director Leonard were looking at putting more teeth in the Code and would possibly bring something back to Council for consideration. Manager Whitman noted the Mayor and Council should be credited for the YouTube and headsets.

Mayor Tettemer thanked Manager Whitman. Mayor Tettemer noted that the City had repeatedly tried to put Mr. Beck in contact with organizations that might help him, and Chief Morgan had talked with him about this surf rescue program.

CONSENT AGENDA

Mayor Tettemer asked Clerk Fasone to read the Consent Agenda.

REVISION OF THE MASTER AUDIT LIST TO REMOVE OBSOLETE ITEMS. These items are to be removed from the Master Audit List. Staff recommends approval. By approval of this matter in the Consent Agenda, the City Council makes a finding of surplus for these items and approves their removal from the Master Audit List and authorizes disposal in any lawful manner.

Mayor Tettemer noted the Consent Agenda was available to Council. **Vice Mayor Jarman moved to approve the Consent Agenda. Councilmember Coburn seconded the motion. All were unanimously in favor of approval of the Consent Agenda by a (5-0) roll call vote.**

Councilman Casto	Aye
Councilmember Coburn	Aye
Councilman Register	Aye
Vice Mayor Jarman	Aye
Mayor Tettemer	Aye

DRAFT

REGULAR AGENDA- DISCUSSION/ACTION ITEMS

ITEM 1. ORDINANCE NO. 1649, AMENDING CHAPTER 5, ARTICLE II, RELATED TO ANIMAL CONTROL; SECOND READING, PUBLIC HEARING.

Mayor Tettemer invited Attorney Davis to comment. Attorney Davis read Ordinance No. 1649 by title only and summarized the purpose of the ordinance up for second reading and public hearing. Mayor Tettemer opened the public hearing.

1. Captain Gary Wayne Beck – Mr. Beck became agitated and spoke against the passage of the ordinance.

Mayor Tettemer called for further public comment. Hearing and seeing none, Mayor Tettemer closed the public hearing. **Vice Mayor Jarman moved to approve Ordinance No. 1649. Councilman Register seconded the motion. All were unanimously in favor of approval of Ordinance No. 1649 by a (5-0) roll call vote.**

Councilman Casto	Aye
Councilmember Coburn	Aye
Councilman Register	Aye
Vice Mayor Jarman	Aye
Mayor Tettemer	Aye

ITEM 2. ORDINANCE NO. 1651 RELATED TO THE CONDUCT OF ELECTIONS PROPOSING A CHANGE FROM APRIL TO NOVEMBER FOR CITY ELECTIONS, FIRST READING / PUBLIC HEARING.

Mayor Tettemer invited Attorney Davis to comment. Attorney Davis read Ordinance No. 1651 by title only. Mr. Davis reported Council requested that staff prepare an ordinance changing the date of municipal elections from April to November to coincide with state and federal elections. Mr. Davis additionally reported that the law requires 10 days for certification of election results. Mr. Davis discussed how future November council meetings fall on the calendar. Mr. Davis asked Council members for direction on how they preferred to have new council members seated after the certification of election results.

Mayor Tettemer opened the public hearing.

1. Rex Reid – Mr. Reid spoke against Ordinance No. 1651. Mr. Reid commented that the SOE did not recommend this change, and it was all around a bad idea.

Mayor Tettemer called for further public comment. Hearing and seeing none, Mayor Tettemer closed the public hearing.

Mayor Tettemer called for comments from Council. Mayor Tettemer noted that he would like to see the Ordinance with the proposed adjustment all wrapped up as a packet. Mr. Davis noted that if Council would like to change the November meeting date, the title of the ordinance would change so he would need to bring this back to Council two more times.

Council members discussed the pros and cons of leaving the November meeting date as is or changing the November date.

Vice Mayor Jarman moved to change Ordinance 1651 to include the November meeting date change so there would not be a lame duck meeting. Councilman Register seconded the motion. The motion was approved by a (4-1) roll call vote.

DRAFT

Councilman Casto	Aye
Councilmember Coburn	No
Councilman Register	Aye
Vice Mayor Jarman	Aye
Mayor Tettemer	Aye

REMOVED FROM THE AGENDA. **ITEM 3. ORDINANCE NO. 1652, RELATED TO UTILITY RIGHT-OF-WAY BORING, FIRST READING / PUBLIC HEARING.**

ITEM 4. RESOLUTION NO. 24-165, APPROVING A COMBINED TASK ORDER AND NOTICE TO PROCEED FOR STORMWATER WATER QUALITY INVESTIGATION RELATED TO LULLWATER LAKE BASIN.

Mayor Tettemer invited Attorney Davis to comment. Mr. Davis read Resolution No. 24-165 by title only. Mayor Tettemer invited Interim Public Works Director Kathy Younce to the podium. Director Younce discussed the scope of the work to be performed under the design task order, best management practices, and design and permitting yet to be completed.

Mayor Tettemer called for public comments. Hearing and seeing none, a brief discussion regarding grant funding, the length of the agreement, liquidated damages, weir and water sampling took place.

Mayor Tettemer noted the date in the contract needed to be updated. Further discussion regarding tasks to be performed such as vegetation removal, dredging and best management practices took place. Director Younce reported that the City did not receive the additional $1.5 million it requested so the City would not be able to perform certain particular tasks.

Mayor Tettemer noted this item was available to Council. **Councilmember Coburn moved to approve Resolution 24-165. Vice Mayor Jarman seconded the motion. All were unanimously in favor of approval of Resolution No. 24-165 by a (5-0) roll call vote.**

Councilman Casto	Aye
Councilmember Coburn	Aye
Councilman Register	Aye
Vice Mayor Jarman	Aye
Mayor Tettemer	Aye

ITEM 5. RESOLUTION NO. 24-166, APPROVING AN AGREEMENT WITH CAPITOL HILL CONSULTING GROUP, LLC FOR FEDERAL LEGISLATIVE AND EXECUTIVE BRANCH REPRESENTATION SERVICES.

Mayor Tettemer invited Attorney Davis to comment. Mr. Davis read Resolution No. 24-166 by title only. Mayor Tettemer invited comments from Manager Whitman.

Manager Whitman recommended approval of the resolution, authorizing the fourth year of Capitol Hill's agreement. Manager Whitman briefly discussed the City receiving approximately $6.5 million, with Capitol Hill's help, for the water redundancy system.

Mayor Tettemer called for public comments. Hearing and seeing no comments, Mayor Tettemer noted this item was available to Council. **Councilman Register moved to approve Resolution No. 24-166. Councilman Casto seconded the motion. All were unanimously in favor of approval of Resolution 24-166 by a (5-0) roll call vote.**

Councilman Casto	Aye
Councilmember Coburn	Aye
Councilman Register	Aye
Vice Mayor Jarman	Aye
Mayor Tettemer	Aye

***ITEM 6. RESOLUTION NO. 24-167, APPROVING AN AGREEMENT WITH FLORIDA POWER & LIGHT COMPANY FOR FACILITIES LOCATED IN FRONT BEACH ROAD SEGMENT 4.2.**

Mayor Tettemer invited Attorney Davis to comment. Mr. Davis read Resolution No. 24-167 by title only. Mayor Tettemer invited Mr. Passmore to the podium to comment.

Mr. Passmore reported approval of the resolution would authorize an undergrounding agreement with FP&L for Segment 4.2.

Mayor Tettemer called for comments from Council.

Vice Mayor Jarman inquired, unrelated to FPL, had the City reached out to the other utilities to make sure they were being more responsive than what the City had been subjected to. Mr. Passmore stated yes that the right-a-way team had been working with the contractors and setting the timeline which was in process now. Mr. Passmore reported that that process had been improved.

Mayor Tettemer inquired as to how the City received a $1.2 million credit. Mr. Passmore explained how the City received a voided storm restoration credit. Further discussion regarding tariffs took place. Mayor Tettemer inquired if all the work would be performed during daylight hours, could work be performed at night, and if so, what would be the additional expensive. Mr. Passmore noted that if that was the desire of Council, he would recommend that Council approve this resolution, and he would go back and make that inquiry and get those costs. Further discussion regarding possible nighttime work took place.

Councilman Casto inquired about the length of Segment 4.2. Mr. Passmore reported about half of the 5 miles of the combined Segments 4.1 and 4.2. Councilman Casto noted he was in favor of passage of this resolution. Further discussion regarding possible nighttime work took place. Mr. Passmore recommended that the City have a little more coordinated conversations with FP&L regarding the nighttime work.

Further discussion regarding materials and the timing of the work to be part of the contract took place. Mayor Tettemer noted that the agreement referred to an Exhibit A & Exhibit B and copies were in the back of the room tonight and he would provide copies of the public would like to email him at CRA@pcbfl.gov.

Mayor Tettemer clarified that he heard that Council would like to go forward with resolution as well as direct staff to see what the costs would be for nighttime work. Councilmembers concurred. Mr. Passmore concurred and noted he would bring something back in about 30 days.

Mayor Tettemer called for public comments. Hearing and seeing no comments, Mayor Tettemer noted this item was available to Council. **Vice Mayor Jarman moved to approve Resolution No. 24-167. Councilman Register seconded the motion. All were unanimously in favor of approval of Resolution No. 24-167 by a (5-0) roll call vote.**

Councilman Casto	Aye
Councilmember Coburn	Aye
Councilman Register	Aye
Vice Mayor Jarman	Aye
Mayor Tettemer	Aye

DRAFT

CITY MANAGER REPORT –Manager Whitman wished Council safe travels to the Florida League of Cities conference.

CITY ATTORNEY REPORT – Nothing further to report.

COUNCIL COMMENTS – Mayor Tettemer called for comments from Council.

Councilman Register asked everyone to be careful on the roads as school was soon back in session.

Mayor Tettemer thanked everyone for participating in the budget workshop and noted that budget highlights would be posted on the city's website. Mayor Tettemer reminded everyone that early voting was taking place now through Saturday, with Election Day on Tuesday, August 20. Mayor Tettemer encouraged everyone to vote. Mayor Tettemer asked for God's guidance and reminded everyone that Council's next meeting would take place on Thursday, August 22 at 9:00 am.

With nothing further, Mayor Tettemer adjourned the meeting by unanimous consent at 5:52 pm.

READ AND APPROVED this _____ day of August, 2024.

_____
Stuart Tettemer, Mayor
City of Panama City Beach, Florida

ATTEST:

_____
Lynne Fasone, MMC, City Clerk

***** ACTION ITEMS NOTED WITH AN ASTERISK ARE TAKEN BOTH BY THE CITY COUNCIL AND THE PANAMA CITY BEACH REDEVELOPMENT AGENCY JOINTLY AND CONCURRENTLY. IN THE EVENT OF A CONFLICT BETWEEN THE FOREGOING MINUTES AND A VERBATIM TRANSCRIPT OF THESE MINUTES, THE FOREGOING MINUTES SHALL CONTROL.

DRAFT

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME: Lynne Fasone, City Council	***2. MEETING DATE:*** September 12, 2024

3. REQUESTED MOTION/ACTION:

Review and approve City Council's August 22, 2024 regular meeting minutes.

4. AGENDA: APPROVAL OF MEETING MINUTES	***5. IS THIS ITEM BUDGETED (IF APPLICABLE)?:*** N/A Detailed Budget Amendment Attached: N/A
	6. IDENTIFY STRATEGIC PRIORITY:

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

Per the City Charter and Florida Statutes, the City Clerk shall prepare meeting minutes for each City Council meeting.

08.22.2024.Council Meeting Minutes.draft.pdf

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Panama City Beach

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DRAFT

MINUTES of the **August 22, 2024** Regular Meeting of the City Council of the City of Panama City Beach, Florida, and when permitted or required by the subject matter, the Panama City Beach Community Redevelopment Agency.

Mayor Stuart Tettemer called the August 22, 2024 regular meeting to order at 9:00 a.m.

ROLL CALL

COUNCILMAN PAUL CASTO
COUNCILMEMBER MARY COBURN
COUNCILMAN ETHAN REGISTER
VICE MAYOR MICHAEL JARMAN
MAYOR STUART TETTEMER

A quorum was present with all five members of City Council. Others present were City Manager Drew Whitman, Assistant City Manager Holly White, City Attorney Cole Davis, City Clerk Lynne Fasone, Directors, staff, and members of the public and press.

INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Stuart Tettemer led the invocation. Pastor Ramon Duvall from the Beachside Fellowship Church led the Pledge of Allegiance.

COMMUNITY ANNOUNCEMENTS

Mayor Tettemer presented community announcements.

Mayor Tettemer turned the floor over to City Manager Whitman. Manager Whitman introduced Shari Cooper, the City's new Communications Manager. Ms. Cooper thanked Council and talked briefly about her 20 years' experience in the communications field.

APPROVAL OF MEETING MINUTES

Approval of August 6 and August 8 meeting minutes moved to September 12, 2024 meeting.

APPROVAL OF AGENDA

Mayor Tettemer called for approval, additions and/or deletions to the agenda. Mayor Tettemer recommended that approval of the August 6 and August 8 meeting minutes be moved to the September 12 meeting. **Councilman Casto moved to approve the agenda, as amended. Councilmember Coburn seconded the motion. All were unanimously in favor of approval of the agenda, as amended by a (5-0) roll call vote.**

Councilmember Coburn	Aye
Councilman Register	Aye
Vice Mayor Jarman	Aye
Councilman Casto	Aye
Mayor Tettemer	Aye

PUBLIC COMMENTS - NON-AGENDA BUSINESS (LIMITED TO THREE MINUTES)

Mayor Tettemer provided instructions and then opened the floor to non-agenda business public comments, limited to three minutes each.

1. Michael Steinkirchner – Mr. Steinkirchner commented that companies were marketing events without a special event permit, including Gulf Coast Jam which was selling tickets without a permit. Mr. Steinkirchner commented that those companies were in violation of the City's ordinance without a permit.
2. Scott Heilman – Mr. Heilman commented that Virginia Tech soccer recruitment camp recently held an event at Frank Brown Park. Mr. Heilman complimented the Parks Department stating that the fields were in great shape, however, he inquired if the university could have access to the better fields in the back of the Park next year. Mr. Heilman commented further that he thought that the special event ordinance as a whole was a bad idea and violated First Amendment rights. Mr. Heilman further commented on Breakfast Point's Halloween event being planned now that could effected by the special event ordinance. Mr. Heilman recommended that Council should go down the less restrictive path.
3. Genice Hatcher - Mrs. Hatcher commented that we all live in a beautiful City with a new hospital and more people moving in and soon 500 new jobs. Ms. Hatcher thanked the Lord. Mrs. Hatcher recommended that Council review old laws. Mrs. Hatcher thanked the Code Enforcement Department, the City Manager and Councilman Ethan Register for trying to keep the city beautiful. Mrs. Hatcher reminded everyone that the 1% tax and tourism tax pays the city's bills. Mrs. Hatcher recommended that Council not waste its time on the little things, that God would take care of that. Mrs. Hatcher encouraged people to come and spend money in the city and that Council put up more Christmas lights and clean up the city.
4. Colleen Swab-Chapman, owner of CA & Outlaw Cycles. Ms. Swab-Chapman commented that Outlaw Cycles was grandfathered in after we lost our scooter rights. Ms. Swab-Chapman expressed concern with companies who are unlicensed renting golf carts to people renting vacation homes. Ms. Swab-Chapman provided handouts. Ms. Swab-Chapman commented that these companies/people are renting the carts as an amenity with the house, the carts are not being inspected, 15-year-olds are driving the carts, and the companies are not licensed to do business in the City. Ms. Swab-Chapman stated this goes against the city ordinance and asked Council to nip this in the bud.

Hearing and seeing no further comments, Mayor Tettemer closed that public comment period. Mayor Tettemer asked Manager Whitman to respond to the public comments.

Manager Whitman commented, with respect to Mr. Steinkirchner, he was correct that there are companies that go out and advertise their events before special event permits were issues, however, that was a business decision which he could not control. Manager Whitman reported, with respect to Mr. Heilman's comments, he would talk with Director Joyner about the fields, and he looks at Halloween as a community event so special event permits are not required; however, he would review that with Legal. Manager Whitman commented, with respect to Ms. Hatcher's comments those were to Council. Manager Whitman commented, with respect to Colleen's comments, he had worked with Colleen for some years now and he and Colleen keep in contact with each other. Manager Whitman added that Ms. Colleen was correct, and he are Legal are looking into the matter and he will be bringing something back to Council for consideration.

Mayor Tettemer invited comments from Council.

Councilman Casto asked Legal to comment on Colleen's comments. Attorney Davis reported that he has been made aware of the issue and right now, if it's an additional charge on the rental we treat that as illegal, if there is no fee we have not treated that as a violation of the ordinance. Attorney Davis noted that it will ultimately be a policy decision for the Council to consider and he can amend the ordinance to capture that if Council so directs. Councilman Casto noted he was in favor of revisiting the ordinance. Councilman Register concurred with Councilman Casto. Further discussion regarding how the golf carts are being brought into the city took place. Mayor Tettemer invited Chief Talamantez to comment.

Chief Talamantez reported that the Police Department had been working on this for a couple weeks now and working with the Code Enforcement Department. Chief Talamantez reported that they are finding that it is a combination of things and described various situations. Chief Talamantez added that his department was cracking down on golf carts in the roadway and agreed that the city should look into this further.

Mayor Tettemer asked Chief if there were tools that his department needed from Council. Chief Talamantez reported that they were working on identifying the owners on the front end, which had proved challenging. Chief Talamantez added that they were working on an educational component for owners of rentals. Discussion regarding LSVs needing to be registered took place. Attorney Davis confirmed that the City Code currently addresses LSVs, not golf carts.

Mayor Tettemer recommended that this item be brought back to Council for consideration; that staff give Council a few options on how to address golf carts and LSVs. Councilmembers concurred.

Councilman Registered thanked Mrs. Hatcher for being compassionate about beautifying the city. Further discussion about adding more Christmas lights took place. A brief discussion regarding first amendment rights with respect to special event permits, the permit approval process, and pop-up events took place.

Mayor Tettemer thanked everyone for the discussion.

CONSENT AGENDA

Mayor Tettemer asked Clerk Fasone to read the Consent Agenda.

RESOLUTION NO. 24-168, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AMENDMENTS TO THE CITY'S PROCUREMENT MANUAL.

RESOLUTION NO. 24-169, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF ONE CLUB CAR CARRYALL 1700 FOR THE FIRE RESCUE DEPARTMENT FROM JEFFREY-ALLEN, INC. IN THE TOTAL AMOUNT OF $27,617.40; AND AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THE STATE OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICES CONTRACT GOVERNING THAT PURCHASE.

RESOLUTION NO. 24-170, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF ONE 2024 CHEVROLET SILVERADO 1500 CREW CAB 4X4 FROM ALAN JAY AUTOMOTIVE MANAGEMENT, INC. D/B/A ALAN JAY FLEET SALES FOR THE PARKS AND RECREATION DEPARTMENT IN THE TOTAL AMOUNT OF $50,121.00; AND AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CITY OF TALLAHASSEE CONTRACT GOVERNING THAT PURCHASE.

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Mayor Tettemer noted the Consent Agenda was available to Council. **Vice Mayor Jarman moved to approve the Consent Agenda. Councilman Register seconded the motion. All were unanimously in favor of approval of the Consent Agenda by a (5-0) roll call vote.**

Councilmember Coburn	Aye
Councilman Register	Aye
Vice Mayor Jarman	Aye
Councilman Casto	Aye
Mayor Tettemer	Aye

REGULAR AGENDA- DISCUSSION/ACTION ITEMS

ITEM 1. ORDINANCE NO. 1650 AMENDING SECTION 7-12 OF THE CITY'S CODE OF ORDINANCES RELATED TO FAILURE TO OBSERVE THE BEACH SAFETY FLAG WARNING SYSTEM, SECOND READING / PUBLIC HEARING.

Mayor Tettemer invited Attorney Davis to comment. Attorney Davis read Ordinance No. 1650 by title only and summarized the purpose of the ordinance up for second reading and public hearing.

Mayor Tettemer opened the public hearing. Hearing and seeing no comments, Mayor Tettemer closed the public hearing. Mayor Tettemer invited comments from Council. **Vice Mayor Jarman moved to approve Ordinance No. 1650. Councilman Register seconded the motion. All were unanimously in favor of approval of Ordinance No. 1650 by a (5-0) roll call vote.**

Councilmember Coburn	Aye
Councilman Register	Aye
Vice Mayor Jarman	Aye
Councilman Casto	Aye
Mayor Tettemer	Aye

ITEM 2. ORDINANCE NO. 1651 AMENDING SECTION 7-3 OF THE CITY'S CHARTER RELATED TO THE CONDUCT OF MUNICIPAL ELECTIONS, PROPOSING A CHANGE FROM APRIL TO NOVEMBER FOR CITY ELECTIONS, FIRST READING / PUBLIC HEARING.

Mayor Tettemer invited Attorney Davis to comment. Attorney Davis read Ordinance No. 1651 by title only. Mr. Davis reported Council requested that staff prepare an ordinance changing the date of municipal elections from April to November to coincide with state and federal elections. Mr. Davis added that this version, per Council's direction, addressed the lame duck session and meeting dates.

Mayor Tettemer invited comments from Council. Mayor Tettemer reported that he went back and forth on this one and, during the FLC conference last week, he had surveyed peers, and the results were a mixed bag. Mayor Tettemer expressed concerned about this ordinance extending his term by six months.

Vice Mayor Jarman noted his support and recommended everyone look at Destin and the other 106 cities that had their elections in November with respect to increased voter turnout. Vice Mayor Jarman noted that a November election would also give candidates more time to knock on doors.

Councilman Casto noted his support and added that he liked the idea of increased time for candidates, increased voter turnout and the approximately $20,000 savings for the City.

Councilmember Coburn noted that she had also talked with peers during the FLC conference last week and did not like to idea of giving up control to the County and losing the City's place on the Canvassing Board.

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Councilmember Coburn also added that she did not like the idea that the city's issues would appear at the bottom of a ticket, and she was opposed to changing the date to seat the Council.

Councilman Register noted that his position was unchanged. Councilman Register reported that he too talked with fellow peers at the FLC conference. Councilman Register offered his support noting he was in favor of saving the City money, thought it would be easier for candidates to get up and down the beach in November, was in favor of increased voter turnout, was not in favor of the lame duck meeting, and appreciated the Mayor for catching that.

Mayor Tettemer opened the public hearing. Hearing and seeing no comments, Mayor Tettemer closed the public hearing. Mayor Tettemer called for additional comments from Council. Hearing and seeing none, **Councilman Register moved to approve Ordinance 1651. Vice Mayor Jarman seconded the motion. The motion was approved by a (5-2) roll call vote.**

Councilmember Coburn	No
Councilman Register	Aye
Vice Mayor Jarman	Aye
Councilman Casto	Aye
Mayor Tettemer	No

ITEM 3. RESOLUTION NO. 24-171, MODIFYING CITY COUNCIL PROCEDURES.

Mayor Tettemer invited Attorney Davis to comment. Attorney Davis read Resolution No. 24-171 by title only. Attorney Davis explained this amendment reflected housekeeping items basically on how Council has been running over the past several months.

Mayor Tettemer invited comments from Council and recommended that Council talk through each change.

Councilmembers approved the amendments as presented with the following changes:

1. Regarding physical props, etc. Council agreed that it should be the Chairman's job to allow or disallow props, excluding paper handouts, to read: "Physical props, visual or demonstrative aids, easels, noisemakers, and other disruptive devices are prohibited unless authorized by the Chair."
2. Regarding cellphones, cameras, and video recording devices took place. Council agreed to remove "Audio/visual recording devices larger than a cellular phone and any associated equipment shall be restricted to an area of the City Council's chambers designated by the City Manager for use of such devices" from the draft presented.
3. Regarding appointments, add "at the discretion of the Council" to the end of the first sentence to read: "For all vacancies of any position appointed by the vote of the Council, the City Clerk shall advertise the vacancy on the City's designated website for at least two weeks at the discretion of the Council." Additionally, add "thirty days prior to the expiration of any appointed term" to the last sentence to read: "Thirty (30) days prior to the expiration of any appointed term, sitting members of any appointed board or committee shall inform the City Clerk, in writing, of their willingness to continue to serve on said board or committee."

Discussion regarding upcoming Planning Board appointments took place.

Mayor Tettemer called for public comments. Hearing and seeing no comments, Mayor Tettemer closed the public comment period. Mayor Tettemer called for additional comments from Council. Hearing and seeing none, **Vice Mayor Jarman moved to approve Resolution 24-171, as amended above. Councilman**

Casto seconded the motion. All were unanimously in favor of approval of Resolution No. 24-171, as amended above by a (5-0) roll call vote.

Councilmember Coburn	Aye
Councilman Register	Aye
Vice Mayor Jarman	Aye
Councilman Casto	Aye
Mayor Tettemer	Aye

ITEM 4. RESOLUTION NO. 24-172, APPROVING THE PURCHASE OF A TORO FIELD PRO 6040 WITH LASER GRADER PACKAGE FROM JERRY PATE TURF & IRRIGATION, INC., AND AUTHORIZING A BUDGET AMENDMENT.

Mayor Tettemer invited Attorney Davis to comment. Mr. Davis read Resolution No. 24-172 by title only. Mayor Tettemer invited Director Joyner to the podium. Director Joyner recommended the purchase of this smaller unit so staff will be able to grade fields more frequently and efficiently. Director Joyner thanked the TDC for assisting with the funding of this piece of equipment.

Mayor Tettemer called for public comments. Hearing and seeing none, Mayor Tettemer invited comments from Council. **Councilmember Coburn moved to approve Resolution 24-172. Councilman Casto seconded the motion. All were unanimously in favor of approval of Resolution No. 24-172 by a (5-0) roll call vote.**

Councilmember Coburn	Aye
Councilman Register	Aye
Vice Mayor Jarman	Aye
Councilman Casto	Aye
Mayor Tettemer	Aye

ITEM 5. RESOLUTION NO. 24-173, AMENDING VACATION RENTAL CERTIFICATE AND INSPECTION FEES.

Mayor Tettemer invited Attorney Davis to comment. Mr. Davis read Resolution No. 24-173 by title only. Mayor Tettemer invited comments from Chief Morgan.

Chief Morgan reported the intent is to separate the inspection fees from the registration fees and amend the registration fee. Discussion regarding the proposed fee structure and the impact on those who have already paid a fee took place.

Vice Mayor Jarman requested that, if approved this go into effect after October 1 and recommended that Council listen to Staff on how best resolved the issue for those who have already paid. Councilman Jarman noted that he wanted to make sure people were not overpaying.

Councilman Register inquired if there was a way to save residents who live and invest here some money with respect to paying fees. Further discussion regarding that being a policy issue and staff looking at the financial consequences took place.

Further discussion took place regarding those homesteaded in the County perhaps receiving a discount on all rental properties on the renewal fee took place. Further discussion regarding the fee structure took place. Further discussion regarding the cost recovery method of the fees took place. Chief Morgan discussed the administrative lift of the program. Vice Mayor Jarman discussed how the $150 fee was arrived at and recommended being one year into the program that the fee not be reduced too drastically.

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Councilman Casto recommended leaving the fee at $150 and then take another look at the fee structure next year. Councilmember Coburn inquired if the fees were factored into the current budget numbers. Chief Morgan stated yes. Discussion regarding this renewing every October 1st took place.

Mayor Tettemer note he would be amenable, if this is passes at $150, to returning $100.00 to those who had already paid $250. Councilmember Coburn concurred. Discussion regarding refunding fees being easier on the staff than crediting fees took place. Manager Whitman requested that a receipt be presented to staff if someone is requesting a refund.

Mayor Tettemer noted that he was amenable to one refund, not every fee, for residents. Discussion regarding the refunding coming out of the general fund took place. Discussion regarding the benefits of additional software and the administrative overhead took place. Councilman Register noted that this could be revisited next year since the City was in the infancy stage of this program. Mayor Tettemer concurred. Discussion regarding the new software being part of the ERP software took place.

Mayor Tettemer restated that Council appeared to be in agreement to refund $100 to those who had already paid the $250.00 renewal fee, with proof of receipt. Councilmembers concurred.

Mayor Tettemer called for public comments.

1. Michael Steinkirchner – Mr. Steinkirchner commented thanked Councilman Jarman, Mr. Davis and the Fire Department and commented that this would save the owners globally about a million dollars. Mr. Steinkirchner noted that one item not addressed is a change in a property management company would subject the owner to a full $250 fee. Mr. Steinkirchner requested a reduction in the fee schedule when an owner changes a property management company.

2. Genice Hatcher – Mrs. Hatcher inquired if the City had an application form for spot short term rentals. Mayor Tettemer stated that that was unrelated and not an agenda item. Mayor Tettemer invited the public to contact Council anytime such as after the meeting or on the phone, etc.

3. Scott Heilman – Mr. Heilman commented that it seemed the purpose of government was to fix the problems created by the government. Mr. Heilman recommended that this be done only once at reinspection.

Mayor Tettemer called for further public comments. Hearing and seeing none.

Attorney Davis asked for clarification, as drafted this would take effect immediately, when would Council like these new fees / refund to go into effect. Councilmember concurred that it should be immediately.

Councilman Register inquired about Mr. Steinkirchner's comments with respect to the change in property management company, responsible party, etc. Attorney Davis reported that that was a policy decision for Council not contemplated in this draft. Councilmembers recommended that staff gather options for Council to consider and address in the future.

Mayor Tettemer called for additional comments from Council. Hearing and seeing none, **Vice Mayor Jarman moved to approve Resolution No. 24-173, as amended. Councilman Casto seconded the motion. All were unanimously in favor of approval of Resolution 24-173, as amended by a (5-0) roll call vote.**

Councilmember Coburn	Aye
Councilman Register	Aye
Vice Mayor Jarman	Aye

Councilman Casto	Aye
Mayor Tettemer	Aye

***ITEM 6. DISCUSSION / ACTION ITEM, FRONT BEACH ROAD.**

Mayor Tettemer invited Mr. Passmore to the podium. Mr. Passmore presented the **attached** PowerPoint regarding Front Beach Road improvements.

Councilmembers weighed the pros and cons of the presentation.

Mayor Tettemer called for public comments.

1. Genice Hatcher – Mrs. Hatcher expressed concern and dissatisfaction. Mrs. Hatcher stated Mayor Tettemer ran his campaign on this LSV issue and he did not have the right to do this to the citizens. Mrs. Hatcher commented that Council cannot destroy peoples' homes like this.
2. Scott Heilman - Mr. Heilman thanked Council for allowing Mrs. Hatcher to speak. Mr. Heilman commented further that the purpose of Front Beach Road is to move vehicles, parking should not be put on Front Beach Road, it should be used to traverse.
3. Michael Steinkirchner –Mr. Steinkirchner commented with respect to parking on Oleander, signage will be very important and recommended that Council restrict that parking to LSVs only. Mr. Steinkirchner inquired if the City could mandate the LSV lane to LSVs only and lastly recommended that enforcement be addressed in the traffic study.
4. Peter Fischetti – Mr. Fischetti noted his family had lived here for nine years. Mr. Fischetti commented that dividing the lane was a great idea in his opinion for a number of reasons and listed those reasons.

After much discussion, Councilmembers directed staff to :

1. **See what a traffic study would entail, scope, cost and time;**
2. **Do not slow the CRA down; and**
3. **Look at a concept with about 8 parking spots at each beach access and any additional details.**

Councilmembers concurred.

CITY MANAGER REPORT –Manager Whitman reported there were three Planning Board positions that would soon be vacant. Manager Whitman reported further that two current members expressed their desire to be reappointed, and one member would be moving outside the City limits. Manager Whitman recommended that that seat be advertised for 30 days and bring back the written statements from the two members who would like to be reappointed. Councilmembers concurred.

CITY ATTORNEY REPORT – Nothing further to report.

COUNCIL COMMENTS – Mayor Tettemer called for comments from Council.

Councilman Register thanked both of the City's Chiefs and noted he was excited about college football.

Mayor Tettemer wished good luck to the Marlins football team as they take on the Bay High football team. Mayor Tettemer thanked those who voted this past Tuesday and wished the candidates who won congratulations. Mayor Tettemer thanked everyone for attending and God Bless.

With nothing further, Mayor Tettemer adjourned the meeting by unanimous consent at 11:36 a.m.

READ AND APPROVED this _____ day of September, 2024.

_____
Stuart Tettemer, Mayor
City of Panama City Beach, Florida

ATTEST:

_____
Lynne Fasone, MMC, City Clerk

***** ACTION ITEMS NOTED WITH AN ASTERISK ARE TAKEN BOTH BY THE CITY COUNCIL AND THE PANAMA CITY BEACH REDEVELOPMENT AGENCY JOINTLY AND CONCURRENTLY. IN THE EVENT OF A CONFLICT BETWEEN THE FOREGOING MINUTES AND A VERBATIM TRANSCRIPT OF THESE MINUTES, THE FOREGOING MINUTES SHALL CONTROL.

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CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:	***2. MEETING DATE:***
Lillian Mulligan, Public Works	September 12, 2024

3. REQUESTED MOTION/ACTION:

Staff recommends approval of a combined task order and notice to proceed with Gemini Engineering & Sciences, Inc. in an amount not to exceed $152,000.00 for professional stormwater engineering services relating to the Gayle's Trails Culvert Improvements Project.

4. AGENDA:

CONSENT AGENDA

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: Yes

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:
Transportation
Public Safety
Quality of Life

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

The Gayle's Trails Culvert Improvements Project includes the evaluation and enhancement of potentially 17 culvert cross drains along approximately 3.8 miles of Gayle's Trails from the trailhead at Colony Club Estates to the western project limit at Griffin Boulevard. Gayle's Trails is an integral part of a paved trail network, serving as a vital recreational and transportation corridor. The drainage area for this project extends upstream beyond Panama City Beach Parkway and encompasses critical landmarks such as portions of Frank Brown Park and the new hospital near Philip Griffitts Senior Parkway and Highway 79. Additionally, the trailhead is adjacent to a major ditch crossing along Moonlight Bay Drive Creek which plays a crucial role in area stormwater management by conveying runoff northward to West Bay. Given the complexity of the terrain and the varied hydrologic inputs, this project is essential for maintaining the integrity of the trail system and ensuring effective stormwater management within the affected areas.

This task order is for the initial assessment and design of the project. The scope of services includes preliminary assessment and surveying, numerical modeling, design of culvert improvements, and permitting. Staff recommends approval of a combined task order and notice to proceed with Gemini Engineering & Sciences, Inc. in an amount not to exceed $152,000.00 for professional stormwater engineering services under the Master Services Agreement approved by the City Council dated December 28, 2021. Funding for this task is available in the FY24 parks and recreation improvements budget.

Res 24-174.Gemini Task Order.Gayles Trails Culvert Impovement Project.pdf
Gemini MSA - Stormwater Engineering Services.pdf
Gemini Task Order 2024-01 (Gayle'sTrailCulverts) signed.pdf

RESOLUTION NO. 24-174

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A COMBINED TASK ORDER AND NOTICE TO PROCEED WITH GEMINI ENGINEERING & SCIENCES, INC. FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO GAYLE'S TRAILS CULVERT IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED $152,000.00.

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Combined Task Order and Notice to Proceed #2024-01 to its Master Services Agreement with Gemini Engineering & Sciences, Inc. for engineering services associated with the evaluation and enhancement of Gayle's Trails Culverts in an amount not to exceed One Hundred Fifty-Two Thousand Dollars and No Cents ($152,000.00), in substantially the form **attached** as Exhibit A and presented to the Council today, with such changes, insertions, or omissions as may be approved by the City Manager.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this _____ day of September 2024.

CITY OF PANAMA CITY BEACH

By: _____
Stuart Tettemer, Mayor

ATTEST:

_____
Lynne Fasone, City Clerk

RESOLUTION NO. 22-65

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING THE CITY TO NEGOTIATE AND EXECUTE A MASTER SERVICES AGREEMENT FOR PROFESSIONAL STORMWATER ENGINEERING SERVICES FOR THE CITY STORMWATER MASTER PLAN, WITH GEMINI ENGINEERING.

WHEREAS, the City has solicited statements of qualifications from firms or individuals for professional stormwater engineering services for the City stormwater master plan which will include modeling and updates, FEMA floodplain mapping, wetland evaluation and regulatory compliance evaluation, preliminary design of major stormwater improvements. Services include but are not limited to a)modeling of the stormwater master plan to determine current adequacy of the system and future needs, b) engineering services related to FEMA floodplain mapping and compliance c) evaluation of floodplain/wetland capacity and adverse effects to stormwater system of proposed projects within floodplain/wetlands d) identify deficiencies and perform modeling and preliminary design of large scale basin drainage improvements for City staff or other consultants. e) NPDES/MS4 system evaluation and permitting and/or other regulatory related stormwater compliance assistance, f) assistance with grant/loan funding, and g) assistance with implementation of new or change stormwater regulations; and

WHEREAS, six firms responded to the RFQ; and

WHEREAS, a five-member evaluation committee individually reviewed the statements of qualifications; and

WHEREAS, based on the evaluations of the statements of qualifications, the committee ranked Gemini Engineering No.1 for purposes of entering negotiations for a satisfactory contract for this work.

BE IT RESOLVED that:

1. The appropriate officers of the City are authorized and directed to attempt to negotiate a Master Services Agreement for professional stormwater engineering services for the City Stormwater Master Plan with **one** Firm in the following order of ranking:

First - Gemini Engineering
Second- Geosyntec
Third- Baskerville-Donovan; and

2. The appropriate officers of the City are authorized to execute and deliver on behalf of the City Master Services Agreement in the general form attached, incorporated and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of each agreement shall be conclusive evidence of such approval, **provided however**, that individual tasks must be assigned to each firm by separate Task Order specifying the scope of the task and the manner and amount of compensation under the terms contained in the agreement, and **provided further** that each Task Order must be approved by the City Council or City Manager depending on the amount of compensation.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in special session this 9th day December, 2021.

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

_____
Lynne Fasone, City Clerk

MASTER SERVICES AGREEMENT
BETWEEN
CITY OF PANAMA CITY BEACH
AND
GEMINI ENGINEERING & SCIENCES, INC.
RELATING TO
PROFESSIONAL STORMWATER ENGINEERING SERVICES
FOR CITY STORMWATER MASTER PLAN

THIS AGREEMENT is made and entered into this 28th day of December, 2021, by and between **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation ("City") and **GEMINI ENGINEERING & SCIENCES, INC.** ("Engineer").

PREMISES

WHEREAS, City desires to have Engineer assist City with Stormwater Engineering Services for the City stormwater master plan, including modeling and updates, FEMA floodplain mapping, wetland evaluation and regulatory compliance evaluation, preliminary design of major stormwater improvements. Work will consist of professional engineering planning, modeling, preliminary design of regional stormwater projects and permitting on a wide variety of general and specialized stormwater projects where at least 70% of the estimated scope is included in the thresholds listed in the title above. Incidental stormwater engineering within the overall scope of the project is also included. This work will be for services including, but not limited to – a) modeling of the stormwater master plan to determine current adequacy of the system and future needs, b) engineering services related to FEMA floodplain mapping and compliance c) evaluation of floodplain/wetland capacity and adverse effects to stormwater system of proposed projects within floodplain/wetlands d) identify deficiencies and perform modeling and preliminary design of large scale basin drainage improvements for City staff or other consultants. e) NPDES/MS4 system evaluation and permitting and/or other regulatory related stormwater compliance assistance, f) assistance with grant/loan funding, and g) assistance with implementation of new or change stormwater regulations.

The projects shall meet the following criteria: a) related to City construction projects for which construction costs do not exceed $4,000,000, or b) For specific engineering projects or study activities when the fee for such professional engineering service does not exceed $500,000, or c) Related to City stormwater facilities and improvements which are included in the Stormwater Departments then current Five (5) Year Capital Plan, or d) Related to sub-services e), f) and g) above (collectively, the "Professional Services"); and

WHEREAS, City desires to employ Engineer for those purposes upon the terms and conditions in this Agreement, and Engineer is desirous of obtaining such employment and has represented that it is qualified and competent to perform such services upon said terms and conditions.

NOW, THEREFORE, in consideration of the following covenants, it is agreed:

1. SCOPE OF PROFESSIONAL SERVICES:

A. City retains Engineer to diligently, competently and timely perform the "Professional Services" on as as-needed basis. Upon request, Engineer will prepare a detailed, project specific scope of work for each task and phase of work to be undertaken in accordance with the general scope of services described in this agreement and in the request for statements of qualification which led to this Agreement. The proposed scope of work shall include a schedule for the work and, separately stated, a proposed fee. The proposed fee shall be a: (i) stipulated sum; (ii) stipulated sum plus one or more specified allowances which may be authorized by City Manager or his designee; (iii) a fee determined on a time-involved basis at the hourly rates specified on Exhibit A which shall include a maximum cost. Unless otherwise expressly set forth separately in the applicable fee proposal, the proposed fee shall be assumed to include all compensation which City will owe Engineer for the subject services, including all reimbursable expenses.

B. If accepted by City, the proposed scope of work shall be incorporated into a task order in materially the form attached as Exhibit B (each a "Task Order"). Each Task Order shall be numbered and dated, incorporate this Agreement and any additional terms related to that specific Task Order, and shall be signed both by the City and by the Engineer. If a term in this Agreement conflicts with a term in a Task Order, the term in the Task Order shall control to the extent of such conflict, but only for that Task Order.

C. In the event the City elects to enter, and for so long as the City keeps open this Agreement and another master services agreement in materially the form of this Agreement with a different Engineering firm for the same Professional Services, the City shall assign specific tasks to Engineer and the other firms on a 1:1 alternating basis, but subject to equitable adjustments of assignments based upon the total City-generated workload in a rolling, 12 month average. The intent of the adjustments will be to keep the financial benefit of the work distributed between the firms as equal as may be practicable while still meeting the City's needs. Adjustments shall be made in the sole, unfettered discretion of the City, and Engineer agrees that if it objects to the rotation of tasks or any adjustment made by the City, its sole remedy shall be to terminate this Agreement subject to the provisions of Paragraph 7.

D. Notwithstanding anything herein to the contrary, City is not required under this Agreement to authorize Engineer to perform any services and nothing herein shall be construed as entitling Engineer to any work under this Agreement, except and to the extent such work is specifically authorized hereafter by City in a properly executed Task Order.

E. Engineer represents to City that it has expertise in the type of professional services that will be required. City's consent or approval of any services provided by Engineer in no manner or way will relieve Engineer of its obligations and duties hereunder. Additionally, City's consent or approval of any services of Engineer shall not constitute a waiver of any rights City may have pursuant to this Agreement or by law. Notwithstanding any consents or approvals by City, Engineer remains responsible for all defects, errors, omissions or inconsistencies in its services performed pursuant to this Agreement.

2. COMPENSATION AND PAYMENT:

A. The hourly rates and other factual unit costs to be used for determining compensation are set forth in Exhibit A, which is attached hereto and incorporated herein, and are to remain fixed, subject to adjustment only by the express prior written approval of City. Engineer's total compensation for the services authorized by any particular Task Order shall be set forth exclusively in that Task Order. Hourly compensation shall be determined in increments of one-tenth (1/10) of an hour.

B. In addition to its fee, if expressly authorized in the applicable Task Order, Engineer shall be reimbursed for its reasonable out-of-pocket expenses upon its submission of appropriate supporting and backup documentation reasonably acceptable to City. Engineer shall invoice City at actual costs for such authorized out-of-pocket costs including any subconsultant's compensation. Records of costs incurred under the terms of this Agreement, as well as all of Engineer's other project related documents and records, shall be maintained by Engineer and made available to City during the period of this Agreement, and for three (3) years after the final payment is made or such longer period of time as may be required by law. Copies of these documents and records shall be furnished to City without cost, and City or its agents shall be entitled to review, copy and audit all such documents and records during normal business hours. Engineer shall include a corresponding right of access, review, copying and audit by City to all project documents and records in all of Engineer's subconsultant agreements.

C. City reserves the right to direct changes to the services required of Engineer under this Agreement or any particular Task Order. Engineer will be compensated for any such changes directed or authorized by City as set forth in Section 6.

D. In the event that additional outside services are required due to unforeseen conditions, the Engineer shall:

1) Obtain a written proposal from the firm designated to render the required services, and submit such proposal to the City for written approval.

2) If the services are such that registration is required to perform them, the Engineer shall select a firm that is registered in the State of Florida.

3) If the proposal is approved in writing by the City, the Engineer shall enter into a contract with the firm for the furnishing of such services in accordance with the proposal.

4) The Engineer shall submit a minimum of five (5) printed copies and one digital copy of deliverable for all required services to the City, unless otherwise directed by the City.

5) Upon approval by the City of such reports, the City shall reimburse the Engineer for the cost of such services, which cost shall not exceed 1.10 times the amount of the proposal.

6) Services rendered by the Engineer in connection with the coordination of these additional services shall be considered within the scope of the basic contract, and no additional fee shall be due the Engineer except as part of the multiplier stated in immediately preceding subsection 2.D.5.

E. At the end of each month during which a Task Order shall be outstanding, Engineer shall submit a separate invoice for services rendered during that month with respect to each Task Order as follows:

1) Where a stipulated sum is specified, City shall pay Engineer in monthly installments based upon the percentage of satisfactory completion. In support of payment, Engineer shall submit monthly a request for payment describing the work done, percentage of completion and amount requested to be paid, all by reference to line items in the scope of services where available.

2) Where fees are computed on a time-incurred basis, the City shall pay Engineer monthly in arrears upon receipt of an itemized statement certified by Engineer in form and detail reasonably acceptable to City.

3) If authorized under the applicable Task Order, reimbursable expenses reasonably incurred shall be included in the Engineer's monthly statement of services with such supporting documentation as may be reasonably required by Owner to substantiate the reimbursable expenses.

4) Notwithstanding anything in the Agreement or any Task Order to the contrary, City reserves the right to withhold payment to Engineer in part or in full to the extent reasonably necessary to protect City's interests.

5) Engineer shall be required to provide such supporting documentation for its invoice as may be required by City.

3. SCHEDULE: The time schedule for Engineer's performance of the required services under any particular Task Order, shall be set forth in that Task Order.

4. CITY'S RESPONSIBILITY: As reasonably requested by Engineer, City shall furnish Engineer with such existing data, plans, profiles, and other information available and useful in connection with the subject Task Order that is within City's possession and can be located, which shall be returned to City upon the completion of the services to be performed by Engineer, unless such data, plans, profiles, and other data are necessary for daily operations; then such forms of information shall be promptly duplicated by Engineer and the originals returned to City. Unless otherwise noted, the Engineer shall be entitled to rely upon the accuracy and completeness of any information supplied by the City.

5. CITY'S DESIGNATED REPRESENTATIVE: It is understood and agreed that City designates the City Engineer or his/her designated representative to represent City in all technical matters pertaining to and arising from the work and performance of this Agreement. Provided however, neither the City Engineer nor his/her designated representative shall have the authority to authorize any verbal or written orders or instructions that would have the effect, or be interpreted to have the effect, of adjusting, modifying or changing in any way whatsoever 1) the time to complete any of Engineer's required services, 2) the amount of compensation City is obligated or committed to pay Engineer, or 3) the scope or quality of services to be provided and performed by Engineer. The City Engineer and/or his/her designated representative shall have, but not be limited to, the following responsibilities:

A. Examination of all reports, sketches, drawings, cost estimates, proposals and other documents presented by Engineer, and rendering in writing decisions pertaining thereto within a reasonable time so as not to materially delay the work of Engineer.

B. Transmission of instructions, receipt of information, interpretation, and definition of City policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.

C. Give prompt written notice to Engineer whenever the City Engineer or his designated representative observes or otherwise becomes aware of any defects or changes necessary in the project.

6. ADDITIONAL SERVICES/CHANGES IN SCOPE:

A. As referenced in Section 2.C of this Agreement, City has retained the right to make changes to the scope of work authorized by any Task Order. Accordingly, from time to time, at City's option and in City's sole discretion, Engineer may be directed or authorized to perform additional services ("Additional Services") City deems necessary or convenient with respect to any particular Task Order that has been issued. Provided however, City will not be responsible for the costs of any Additional Services commenced by Engineer without City's express prior written approval or direction. If Engineer reasonably believes that any services required by City (including any changes directed by City) constitutes Additional Services, then Engineer shall provide prompt written notice to City of any such circumstance before commencing such services. In the event City disagrees with Engineer's notice of Additional Services and City directs Engineer to proceed with such services, Engineer must submit a written claim to City within seven (7) calendar days of City's directive to proceed. Failure to obtain either City's prior written approval for Additional Services or failure to submit a written claim within said seven (7) day period after being directed by City to proceed with services that Engineer believes constitutes Additional Services, waives Engineer's claim that it performed Additional Services and instead such services will be deemed to be part of the original services otherwise required of Engineer under the applicable Task Order. The compensation for Additional Services will be an amount mutually agreed upon or if the parties fail to reach agreement on the compensation then Engineer's compensation will be based upon the rates established in the attached Exhibit A and the actual time and out-of-pocket costs incurred by Engineer to provide such Additional Services as reasonably determined by City.

B. Engineer hereby waives all claims for consequential and indirect damages against City arising out of or relating to this Agreement.

7. TERMINATION:

A. Either party hereto shall have the right and option to terminate this Agreement as set forth in this section. City shall have the right to terminate this Agreement and any Task Order in effect, in whole or in part, without cause upon seven (7) calendar days written notice to Engineer. Engineer shall have the right to terminate this Agreement in its entirety without cause upon ninety (90) calendar days written notice to City with respect to future services and work not already authorized under any particular Task Order; provided however, any services to be performed by Engineer under a previously issued Task Order shall proceed to completion unless otherwise expressly terminated by City. Nothing in this Section shall be construed to allow Engineer to terminate any Task Order previously issued and in effect prior to Engineer's notice of termination for convenience. In the event of a termination for convenience by City, Engineer's sole and exclusive recovery against City shall be limited to that portion of Engineer's compensation earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by Engineer that are directly attributable to the termination. In the event of such termination for convenience by Engineer, Engineer's sole and exclusive recovery against City shall be

limited to that portion of Engineer's compensation earned through the date of termination for work performed plus any withheld retainage. In no event shall Engineer be entitled to any other or further recovery against City, including, but not limited to, anticipated fees or profit on work not performed.

B. Engineer shall be considered in default of this Agreement and such default shall be considered cause for City to terminate this Agreement in whole or in part upon written notice to Engineer if Engineer fails to diligently, competently and timely perform any of the work, fails to cooperate with others associated with the work, or otherwise fails to perform or observe any material covenant, representation or warranty contained in this Agreement. If City determines that Engineer is in default, Engineer shall have seven (7) calendar days following receipt by Engineer of said written notice to remedy and cure the default. If such default is not remedied or cured by Engineer within those seven (7) calendar days, then City may terminate this Agreement in whole or in part. In the event of such termination by City, Engineer's sole and exclusive recovery against City shall be limited to that portion of Engineer's compensation earned through the date of termination, plus any withheld retainage; provided, however, no such amounts shall be due and payable until such time as City determines its damages as a result of such default by Engineer. City has the right to off set all damages it suffers as a result of Engineer default from any and all amounts it may owe Engineer under this Agreement and any Task Order. Further, in the event such damages exceed the amount owed Engineer, Engineer shall pay City such excess within ten (10) days of Engineer's receipt of written demand from City for such excess amount.

C. City shall be considered in default of this Agreement and such default shall be considered cause for Engineer to terminate any particular Task Order upon written notice to City if City fails to perform or observe any material covenant required of it with respect to such Task Order. In no event does Engineer have the authority to terminate any Task Order for which the subject default does not apply. If Engineer so notifies City in writing that City is in default, City shall have thirty (30) calendar days following receipt by City of said written notice to remedy and cure the default. If such default is not remedied or cured by City within those thirty (30) calendar days, then Engineer may terminate the subject Task Order. In the event of such termination by Engineer, and subject to the terms of this Agreement, Engineer shall be entitled only to the same rights and recovery provided to it as a result of a termination for convenience by City per Section 7.A above.

D. If, after notice of termination of this Agreement or any Task Order or any portion of either by City as provided for in Section 7.B above, it is determined for any reason that City wrongfully terminated this Agreement or any Task Order or any portion of either or otherwise was not entitled to terminate for cause, then the notice of termination given pursuant to Section 7.B above shall be deemed to be the notice of termination for

convenience by City provided for in paragraph 7.A above and Engineer's remedies against City shall be the same as and limited to those afforded Engineer under Section 7.A above.

E. Upon any termination and at no additional cost to City, Engineer shall deliver to City all papers, records, documents, drawings, calculations, models, and other materials in Engineer's possession or under its control arising out of or relating to this Agreement as directed by City. The delivery of all such items to City being a condition precedent to any further payment obligations of City under this Agreement. Engineer may make a copy of any or all such items for its file, at its own cost and expense.

8. TERM: Unless terminated sooner pursuant to the provisions of the "TERMINATION" clauses contained in Section 7 of this Agreement, and subject to the availability of appropriated funds, this Agreement shall take effect immediately upon its execution by the parties, and shall continue thereafter for an initial term of 4 years or the completion of all outstanding Task Orders, whichever is later; provided, however, the term of this Agreement shall be amendable and renewable by City, at its sole discretion, for two consecutive extended terms of two years each, by written notice delivered to the Engineer at least 30 days prior to expiration of the current term.

9. INDEMNIFICATION:

A. To the maximum extent permitted by law, Engineer shall defend, indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract. The provisions of this Section 9 shall survive termination of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party described in this paragraph.

B. The duty to defend under this Section 9 is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of Engineer, City or any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to Engineer. Engineer's obligation to indemnify and defend under this Section 9 will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against City or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations. Notwithstanding the foregoing and to the extent Engineer actually defends City and City is ultimately found responsible for such claims, City shall reimburse Engineer its defense costs, including

attorneys' and expert fees, incurred by Engineer in providing a defense to City and its employees, but only to the extent of the City's culpability.

10. INSURANCE:

A. Engineer shall procure and maintain during the life of this Agreement insurance of the following types:

1) Worker's Compensation: For all of its employees engaged in work on a project under this Agreement. In case any employee engaged in hazardous work on a project is not protected under the Worker's Compensation Statute, Engineer shall provide Employer's Liability Insurance for the protection of such of its employees not otherwise protected under such provisions.

Coverage A - Worker's Compensation - Statutory
Coverage B - Employer's Liability - $100,000 each accident
- $100,000 each employee
- $500,000 policy limit for disease

2) General, Automobile and Excess or Umbrella Liability Coverage: Engineer shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.

Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

3) Commercial General Liability Coverage. Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

Engineer is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the CITY's acceptance of renovation or construction projects.

4) Business Auto Liability Coverage. Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non

ownership use.

5) Excess or Umbrella Liability Coverage. Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it should be at least "following form" and shall not be more restrictive than the underlying insurance policy coverages.

6) Additional Insurance. The City requires the following additional type of insurance:

PROFESSIONAL LIABILITY, MALPRACTICE AND/OR ERRORS OR OMISSIONS

- Hold Harmless

The CITY shall be held harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting there from arising out of performance of the agreement or contract, unless such claims are a result of the CITY's own negligence.

The City shall also be held harmless against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors or omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the CITY's own negligence.

- PROFESSIONAL LIABILITY/ERRORS OR OMISSIONS COVERAGE

The Successful Respondent shall maintain in full force for five years from the date of the completion of the last task under the party's agreement Project Specific Professional Liability Insurance with minimum limits of $1,000,000 per occurrence/ $3,000,000 annual aggregate.

If a claim made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

B. Certificates of Insurance: Prior to commencement of work on any Task Order, Engineer shall furnish to City original, current certificates of all insurance required by this agreement, providing thirty (30) days prior written notice of any change in limits or scope of coverage, cancellation, or non-renewal. Such certificates shall contain the following wording: "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE AMENDED IN LIMITS OR SCOPE OF COVERAGE OR CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL DELIVER THIRTY (30) DAYS PRIOR

NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN." All insurance required by this agreement shall be taken out with insurers licensed to do business in Florida having an A.M. Best's rating of A-, or otherwise approved in advance in writing by City. If the insurance policies expire during the term of this Agreement, a renewal certificate shall be filed with City at least 15 days prior to the renewal date. **Certificate Holder will be addressed as the City of Panama City Beach, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to this address. As outlined above, the CITY is to be named as Additional Insured on General Liability and Business Auto.**

Receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Engineer's obligation to fulfill the insurance requirements herein.

11. NEGOTIATION DATA: Engineer hereby certifies, covenants, and warrants that hourly rates and other factual unit costs supporting the compensation provided in Exhibit A are accurate, complete, and current as of the date of negotiation.

12. OWNERSHIP OF DOCUMENTS:

A. It is understood and agreed that all documents, including detailed reports, plans and all other data in whatever form (text, graphic, digital or other electronic), prepared or obtained by Engineer in connection with its services hereunder ("Project Documents") shall always be the property of City and shall be delivered to City promptly, at Engineer's sole expense and without lien, upon City's request or termination of this Agreement by lapse of time or otherwise. Engineer hereby assigns to City all rights, including all copyrights, to the Project Documents. Engineer acknowledges and agrees that all Project Documents shall be deemed to be works made for hire, and all right, title, and interest in and to the Project Documents shall be vested in City, and Engineer will take all actions necessary to secure for City all such right, title, and interest. Engineer warrants that all materials comprising the Project Documents are original with the Project and have not been copied or derived from any other material without the express consent of the owner, proprietor, and copyright holder of that other material, and are not subject to any other claim of copyright by any other person. Engineer shall obtain any and all licenses necessary for the production and preparation of the Project Documents including, without limitation, licenses for the use of any material subject to copyright by other parties. Engineer shall assign to City any and all rights, including any copyrights, in the Project Documents that Engineer may possess, now or in the future, and Engineer will claim no rights adverse to City in the Project Documents. As the Project Documents are completed, Engineer shall assign its copyright interest in such documents to City by executing and delivering to City the Assignment of Copyright, the form of which is attached as Exhibit C. Engineer shall execute any additional documents required by City to further evidence this

assignment. Engineer, at its own expense, may retain copies of the Project Documents for its files and internal use. Engineer shall not be liable for any use by City of the Project Documents to the extent they are modified without written approval of Engineer.

B. Engineer warrants to City that it has full right and authority to grant to City all rights in the Project Documents as provided for in this Section 12. Further, Engineer hereby consents to City's use (including any use by any replacement Engineer retained by City) of the Project Documents to complete a project following any termination of Engineer hereunder or to perform any additions to or renovations of a Project.

D. When transferring data in electronic media format, Engineer makes no representation as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Engineer at the beginning of the Agreement. Because the data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. The original hard copy of the documents containing the professional Engineer's seal shall take precedence over the electronic documents.

13. WORK COMMENCEMENT/PROGRESS/DELAYS:

A. The services to be rendered by Engineer as to any particular Task Order shall commence upon execution of that Task Order and Engineer's receipt of written notice to proceed with such services from City Manager or his designee.

B. Engineer agrees to abide by the schedule for performance of the contracted services as set forth in the applicable Task Order. City will be entitled at all times to be advised in writing at its request as to the status of the work being done by Engineer, and of the details thereof. City may require specification of liquidated delay damages in a Task Order. Failure to specify liquidated delay damages in a Task Order shall not relieve Engineer of liability for delays or other damages as provided by law.

C. Notwithstanding anything in this Agreement or any Task Order to the contrary, no interruption, interference, suspension or delay in the commencement or progress of Engineer's services from any cause whatsoever, including those for which City may be responsible in whole or in part, shall relieve Engineer of its duty to perform or give rise to any right to damages or additional compensation from City. Engineer expressly acknowledges and agrees that it shall receive no damages for delay. In the event there are delays on the part of City or any applicable regulatory agencies as to the approval of any of

the plans, permits and drafts of special provisions submitted by Engineer or any other delays not due to the fault or neglect of Engineer, which delay the applicable schedule completion date, Engineer's sole remedy, if any, against City shall be an equitable extension of time for such delays. Provided, however, if the delay is solely due to City's fault of neglect and the services to be provided hereunder have been delayed for a total of ninety days, Engineer's compensation shall be adjusted only to reflect the actual incremental increase in out-of-pocket costs experienced by Engineer, if any, as a result of such delays. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion.

D. Engineer shall maintain an adequate and competent staff of professionals and may associate with other qualified firms for the purpose of rendering services hereunder. Engineer agrees that its staff, subconsultants, and subcontractors who will perform any services for the project are subject to City's reasonable approval and must be identified in each Task Order. None of the staff, subconsultants, and subcontractors identified in a Task Order shall be removed or replaced by Engineer without City's prior written approval (such approval not to be unreasonably withheld), and if so removed shall be immediately replaced with a person or firm reasonably acceptable to City. Engineer is liable for all acts and omissions of its staff, subconsultants, and subcontractors.

14. STANDARDS OF CONDUCT:

A. Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Engineer to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for Engineer any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

B. Engineer covenants that neither it nor any of its employees presently has any interest and shall not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any manner or degree with performance of services hereunder.

C. Standards of Conduct-Conflict of Interest-Engineer agrees that it and its employees shall be bound by the Standards of Conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Agreement, which standards will by reference be made a part of this Agreement as though set forth in full. Engineer agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

15. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS: In the performance of its services hereunder, Engineer and all of its work product shall comply with all Federal,

State, and Local laws, rules regulations and ordinances applicable to the work or payment for work thereof. Engineer shall not discriminate on the grounds of race, color, religion, sex, or national origin in its performance of work under this Agreement.

16. ASSIGNABILITY: Engineer shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written approval of City.

17. INDEPENDENT CONTRACTOR: Engineer is and shall remain an independent contractor and not an employee of City.

18. CONTROLLING LAW AND VENUE: All questions pertaining to the validity and interpretation of this Agreement shall be determined in accordance with the laws of Florida applicable to contracts made and to be performed within this state. Exclusive jurisdiction and venue to interpret or resolve any dispute under this Agreement shall lie in the State Circuit Court, Fourteenth Judicial Circuit, in and for Bay County, Florida.

19. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties with respect to the subject matters. All prior agreements, representations, statements, negotiations, and undertakings are hereby superseded. Any alterations or variations of the terms of this Agreement shall not be valid unless made in writing and signed by the parties. If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be illegal or unenforceable, then, notwithstanding, the remainder of the Agreement shall remain in full force and effect.

20. ATTORNEY'S FEES: If either party is required to institute or defend against the other party any legal proceedings in connection with this Agreement, the prevailing party shall be entitled to its costs thereof, together with reasonable attorney's and paralegals' fees.

21. NO WAIVER: No waiver of any provision of this Agreement shall be effective unless made in writing, signed by the party against whom it is charged. No waiver of any provision of this Agreement shall constitute a waiver of any other provision of this Agreement, nor of the same provision in the future. Neither the failure nor any delay by any party in exercising any right or power under this Agreement, nor any course of dealing between or among the parties, will operate as a waiver of such right or power, and no single or partial exercise of any such right or power will preclude any other or further exercise of such right or power or the exercise of any other right or power.

22. COOPERATION: Engineer acknowledges that the City's projects are generally a multidisciplinary effort which require cooperation and collaboration with numerous consultants, Engineers, construction managers, contractors, and counsel assisting and

advising City, as well as coordination with utilities, other governmental agencies and all directions from City Manager and CIty Engineer. Accordingly, Engineer agrees to cooperate with all such other parties to advance the best interests of City and the project.

23. MEDIATION: City and Engineer agree to attempt to resolve any dispute between them related to the interpretation or performance of this Agreement by mediation in Bay County, Florida, with a mutually acceptable, certified Florida Mediator to serve at joint expense. If the parties are unable to agree upon a mediator, either party shall request the appointment of a mediator by the Chief Judge of the Circuit Court, Fourteenth Judicial Circuit in and for Bay County, Florida. Mediation contemplated by this paragraph is intended to be an informal and non-adversarial process with the objective of helping the parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the parties. The mediator shall assist the parties in identifying issues, fostering joint problem solving, and exploring settlement alternatives. Any settlement will require approval of City's governing board. If the parties are unable to reach a mediated settlement within ninety (90) days of the mediator's appointment, either party may terminate the settlement discussions by written notice to the other and initiate litigation. Mediation is a condition precedent to filing any law suit or commencing other legal action. Any litigation commenced in violation of this section shall be stayed pending mediation as agreed. This Section 23 shall survive termination of this Agreement.

24. **PUBLIC RECORDS:** The City is a public agency subject to the Florida Public Records Law expressed in Chapter 119, Florida Statutes. Accordingly, to the extent that it is determined that Engineer is acting on behalf of City as provided under Section 119.011(2) (2017) and implemented through the judicially established "totality of factors" analysis, Engineer agrees to also comply with that law, specifically including to:

a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

b. Upon request of the City, provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

d. Meet all requirements for retaining public records and transfer, at no cost, to the City, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored

electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

e. **IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, IT IS THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, AND TO CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-233-5100, LYNNE.FASONE@PCBFL.GOV, 17007 PANAMA CITY BEACH PARKWAY, PANAMA CITY BEACH, FL 32413.**

25. **EVERIFY:** Engineer is obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all employees hired after January 1, 2021 and requiring all sub-contractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Engineer shall maintain a copy of such affidavit(s) for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Engineer, the Engineer may not be eligible for or awarded a City contract for a period of 1 year after the date of termination.

IN WITNESS WHEREOF, the parties have hereto caused the execution of these documents as of the year and date first above written.

CITY OF PANAMA CITY BEACH, FLORIDA, a municipal corporation

By: _____
Drew Whitman, City Manager

ATTEST:

_____
Lynne Fasone, City Clerk

GEMINI ENGINEERING & SCIENCES, INC., ENGINEER

By: _____

Its: President

_____

WITNESS

PRINT NAME: Theodore Sisak

_____

WITNESS

PRINT NAME: Jeffrey Stevens

EXHIBIT A

HOURLY RATE AND UNIT COST SCHEDULE

EXHIBIT B

COMBINED TASK ORDER AND
NOTICE TO PROCEED

TASK ORDER NO. _____ DATE _____, 202__

Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND _____ RELATING TO PROFESSIONAL STORMWATER ENGINEERING SERVICES FOR CITY STORMWATER MASTER PLAN, dated _____, 202__, (the "Agreement"), the terms, conditions and definitions of which are incorporated herein as if set forth in full. Neither party is in breach of the Agreement.

Pursuant to the Agreement, Engineer agrees to perform the specific professional appraisal tasks set forth upon incorporated Attachment A, Scope of Services, relating to _____.

Engineer's compensation shall be paid in monthly installments as specified in the Agreement. Engineer's total compensation for the services to be provided under this Task Order shall be determined as follows:

Pursuant to the Agreement, Engineer agrees to perform the specific tasks set forth upon incorporated Attachment A, Scope of Services, relating to _____

Engineer's total compensation shall be (check one):

____ a stipulated sum of $ _____; or

____ a stipulated sum of $_____ plus one or more specified allowances listed below which may be authorized in writing by the City Manager or his designee,

Allowance of $_____ for _____ , and

Allowance of $_____ for _____; or

____ a fee determined on a time-involved basis with a maximum cost of $_____:

As set forth upon incorporated Attachment B, Fee Breakdown.

If reimbursable expenses are to be paid hereunder, such expenses must be specifically AUTHORIZED AND IDENTIFIED in this section.

The parties agree that reimbursable expenses shall not exceed $_____.

Work shall begin on _____, 202___, and shall be substantially completed by_____, 202____. There are no additional rights and obligations related to this Task Order other than as specified in the Agreement.

Upon execution of this Task Order by both Engineer and City, Engineer is directed to proceed.

IN WITNESS WHEREOF the parties have caused these presents to be executed in their names on the date shown.

Witness:

_____

_____

By: _____
Its: _____
Date: _____

CITY OF PANAMA CITY BEACH, FL

By: _____
City Manager
Date: 12-28-21

ATTEST:

_____
City Clerk

COMBINED TASK ORDER AND
NOTICE TO PROCEED

TASK ORDER NO. 2024-01 DATE 9/12/2024

Reference is made to that certain MASTER SERVICE AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND GEMINI ENGINEERING & SCIENCES, INC. RELATING TO PROFESSIONAL ENGNEERING SERVICES dated **12/28/21**, (the "Agreement"), the terms, conditions, and definitions of which are incorporated herein as if set forth in full. Neither party is in breach of the Agreement.

Pursuant to the Agreement, Engineer agrees to perform the specific tasks set forth upon incorporated Attachment A, Scope of Services, relating to Gayle's Trails Culvert Improvements.

Engineer's total compensation shall be (check one):
___ a stipulated sum of $_____; or
____ a stipulated sum of $_____ plus one or more specified allowances listed below which may be authorized in writing by the City Manager or his designee,
Allowance of $ _____ for _____, and
Allowance of $ _____ for_____; or
__X__ a fee determined on a time-involved basis with a maximum cost of $_____152,000.00_____;

as set forth upon incorporated Attachment B, Fee Breakdown, and shall be paid in monthly installments as specified in the Agreement.

Work shall begin on September 12, 20 24, and shall be completed within 300 calendar days. The date of completion of all work is therefore July 9, 20 25. Liquidated delay damages, if any, are set at the rate of $ 0.00 per day. There are no additional rights and obligations related to this Task Order other than as specified in the Agreement.

Upon execution of this task order by both Engineer and City, Engineer is directed to proceed.

IN WITNESS WHEREOF the parties have caused these presents to be executed in their names on the date shown.

Witness:

Vice President

ATTEST:

City Clerk

GEMINI ENGINEERING & SCIENCES, INC.

By: Date: Aug 27, 2024
Its: President

CITY OF PANAMA CITY BEACH, FL.

By: Date:
City Manager

Gayle's Trails Culvert Improvements

City of Panama City Beach

May 27, 2024

SCOPE OF SERVICES

SECTION 1. PROJECT BACKGROUND

This statement of work outlines the responsibilities of Gemini Engineering & Sciences (PROFESSIONAL) and the City of Panama City Beach (CITY) for the Gayle's Trails Culvert Improvements project. This effort includes the evaluation and enhancement of potentially 17 culvert cross drains along approximately 3.8 miles of Gayle's Trails from the trailhead at Colony Club Estates to the western project limit at Griffin Boulevard, herein referred to as the Project Limits.

Gayle's Trails is an integral part of a paved trail network that spans nearly 30 miles within the City, serving as a vital recreational and transportation corridor. This project segment runs parallel to major roadways including Philip Griffitts Sr Parkway and Bay Parkway, which are significant from a hydraulic perspective due to their influence on drainage patterns. Additionally, the trailhead is adjacent to a major ditch crossing along Moonlight Bay Drive Creek which plays a crucial role in area stormwater management by conveying runoff northward to West Bay.

The drainage area for this project extends upstream beyond Panama City Beach Parkway and encompasses critical landmarks such as portions of Frank Brown Park and the new hospital near Bay Parkway and Highway 79. Given the complexity of the terrain and the varied hydrologic inputs, this project is essential for maintaining the integrity of the trail system and ensuring effective stormwater management within the affected areas. The proposed improvements are expected to enhance the capacity and increase the Level of Service (LOS) of the culvert cross drains within the Project Limits.

This initiative underscores the CITY's commitment to enhancing its community infrastructure to support both recreational use and environmental resilience, aligning with broader city planning and sustainability goals.

SECTION 2. SCOPE OF SERVICES

The Scope of Work for this Gayle's Trails Culvert Improvements project includes a series of integrated tasks designed to address the hydraulic and environmental requirements of the trail's stormwater conveyance system. The Scope of Work for this assignment will include the following specific services.

Task 1 – Preliminary Assessments and Surveys

The initial phase of the project involves comprehensive background research, where the team will review existing infrastructure documentation to understand the current state of the trail's drainage system. Detailed topographic and infrastructure as-built surveys will be reviewed to

obtain relevant data and information for use under this Scope of Work. Subsequently, survey work will be performed as part of this task. An environmental assessment will also be performed to determine potential impacts and ensure compliance with regulatory standards. This stage is crucial for setting the foundation for all subsequent design and modeling efforts.

This task will include the following (and possibly other) activities:

- Wetlands and Waters of the United States (WOTUS) will be properly field flagged and mapped utilizing ArcGIS Field Maps, and the data obtained will be collected and placed in a cloud for post processing.

- Critical habitat will be observed in the field and coordinated with state and federal agencies.

Task 2 – Numerical Modeling

We will modify and expand the current City master stormwater model to include Bay Parkway and Philip Griffitts Sr Parkway, and calibrate the model to accurately reflect current conditions. The results will determine the current LOS of each cross drain in establishing a baseline for improvement. The required design storm events, including extreme weather scenarios, will be simulated to evaluate the performance of existing culverts and identify necessary upgrades. This analysis is key to ensuring that the redesigned culverts will be capable of handling future flow conditions effectively.

Task 3 – Design of Culvert Improvements

Utilizing the results from Task 2, we will design enhanced culvert systems that are capable of handling increased flow rates. Detailed engineering plans and specifications will be prepared for the upsizing and replacement of inadequate culvert systems. The designs will include required calculations and will also simulate the range of required design storms to quantify the new LOS, including the proposed improvements, at each crossing location. Factors such as scour potential and erosion will be assessed, with corresponding countermeasures incorporated into the design in consideration of maintenance requirements.

Task 4 – Permitting

This task will focus on obtaining environmental and construction permits to ensure compliance with local, state, and federal regulations. Coordinated efforts will be made to prepare permit applications that include detailed project descriptions, environmental impact assessments, and mitigation plans, as needed. These applications will be submitted to the Florida Department of Environmental Protection (FDEP), the Northwest Florida Water Management District (NWFWMD), and the U.S. Army Corps of Engineers (USACE). Based on our preliminary review of available information, the following list of permits and associated coordination are deemed likely to be required:

- Prior to any permit application development, pre-application meeting(s) with all assigned regulatory agency representatives.

- Site visits by relevant regulatory agencies to the work site.
- Section 404 permitting through the USACE.
- Section 401 permitting involving the NWFWMD.
- A wetland and waters delineation along the project route, requiring a determination from the USACE.
- Consultations with the US Fish and Wildlife Service (USFWS) and the Florida Fish and Wildlife Conservation Commission (FWC) regarding federal or state threatened or endangered species.
- A Cultural Resources Assessment Study (CRAS), including scoping and preparation by licensed cultural resources professionals followed by coordination with the Florida Secretary of State.
- Environmental Resource Permit (ERP) application.
- An ENG 4345 USACE permit application.
- Preparation of a wetland mitigation plan.

SECTION 3. SERVICES NOT INCLUDED

The following services are not provided as part of this Scope of Services:

- A geotechnical evaluation is assumed to be unnecessary.
- Bidding and construction phase services.
- Public engagement and public meetings.
- Maintenance.
- Funding procurement.
- Legal services.
- Environmental monitoring post-construction.
- FEMA application.

SECTION 4. DELIVERABLES

Gemini Engineering & Sciences will complete Tasks 1 through 4 and deliver to the CITY the following:

- Survey Reports, as applicable. Detailed topographical and infrastructure survey reports, including maps and drawings that identify existing conditions and infrastructural elements.
- Environmental Assessment. Reports detailing the findings of environmental impacts, particularly relating to wetlands and ecological habitats, in support of the permitting process.
- Design Plans and Specifications. Complete sets of construction drawings and specifications that outline the details of each cross drain location.
- Design Calculations. Documented calculations supporting the design, including hydraulic modeling results.
- Permit Documentation. Copies of all submitted permit applications, correspondence with regulatory agencies, and the final approved permits necessary for the project to proceed.

SECTION 5. INFORMATION AND SERVICES TO BE PROVIDED BY CITY

The CITY will provide the following information and services at the time of notice to proceed:

- As-built surveys of the trail within the project limits and any neighboring areas that may impact the design. CAD and PDF.
- Historical environmental assessments relevant to the trail.
- Regulatory permit histories and documents.
- Access permissions.
- Assistance with regulatory coordination, support, and attendance for the permitting process.

SECTION 6. PROJECT SCHEDULE

The total project period and period of performance from Notice to Proceed (NTP) for the services outlined in this scope are as follows:

- Task 1. 60 days from NTP
- Task 2. 90 days from NTP
- Task 3. 150 days from NTP
- Task 4. 300 days (estimated) from NTP, or longer depending on the permitting time-frame.

SECTION 7. COMPENSATION

Gemini Engineering & Sciences shall perform the Scope of Services on a Not-to-Exceed basis per task. The total Not-to-Exceed fee for this Scope of Services is $152,000.00, with the projected fee details per task shown below.

- Task 1.
  - Discovery. $13,400
  - Surveys. $31,200
  - Environmental. $29,800
- Task 2. $23,600
- Task 3. $28,800
- Task 4. $25,200

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:	***2. MEETING DATE:***
Michael Martin, Finance	September 12, 2024

3. REQUESTED MOTION/ACTION:

Authorize acceptance of the Assistance to Firefighters Grant, EMW-2023-FG-07683.

4. AGENDA:

CONSENT AGENDA

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: N/A

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:
Public Safety
Quality of Life
Financial Health

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

Studies show that first responders experience higher rates of mental health disorders than the general public, including depression, post-traumatic stress disorder, and alcohol use disorder. This is due to factors such as chronic stress, long hours, irregular schedules, and repeated exposure to trauma. First responders may also face a stigma around mental health making it difficult to seek help. However, mental health is important for first responders because it helps them stay well and continue to help others.

To support this mission, staff applied for an Assistance to Firefighters Grant through the U.S. Department of Homeland Security, FEMA, in early 2024. Notice of the award was received in August 2024. Federal funds in the amount of $497,619.04 have been awarded with a minimum match of $24,880.96 to arrive at the approved budget amount of $522,500.00. The grant provides funding for a Mission-Based Resilience (MBR) program. MBR is a comprehensive and inclusive behavioral health and employee wellness program comprised of Stress Inventory Testing & Analysis, Group Coaching, Individual Coaching, MBR classroom instruction, and Leadership with Resilience classroom instruction. This funding will provide in excess of 4,500 hours of testing, instruction, and coaching to over sixty (60) Fire Department employees over the grant period.

The grant performance period is two years beginning in August 2024 and ending in August 2026. A portion of the grant revenues and expenditures are included in the City's FY 2025 budget with the balance anticipated to be in the FY 2026 budget.

Staff recommends approval.

Res 24-175.FL Homeland Security.Firefighter Grant Mission Based Resilience.pdf
FEMA Award.PDF

RESOLUTION NO. 24-175

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN ASSISTANCE TO FIREFIGHTERS GRANT AGREEMENT WITH THE DEPARTMENT OF HOMELAND SECURITY FOR MISSION-BASED RESILIENCE IN THE AMOUNT OF $497,619.04 AND DESIGNATING THE CITY'S AUTHORIZED REPRESENTATIVE.

BE IT RESOLVED by the City Council of the City of Panama City Beach, Florida that:

1. The appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Assistance to Firefighters Grant Agreement between the City and The Department of Homeland Security for Mission-Based Resilience for the Fire Department in the amount of Four Hundred Ninety-Seven Thousand Six Hundred Nineteen Dollars and Four Cents ($497,619.04), in substantially the form **attached** as Exhibit A and presented to the Council today, with such changes, insertions, or omissions as may be approved by the City Manager.

2. The City's Grant/Contract Administrator, Michael Martin, is designated as the City's Authorized Representative to act as the City's chief official for the purposes of management and compliance with this Grant Agreement.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this _____ day of September 2024.

CITY OF PANAMA CITY BEACH

By: _____
Stuart Tettemer, Mayor

ATTEST:

_____
Lynne Fasone, City Clerk

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

FEMA

Effective date: 08/12/2024

Michael Martin
CITY OF PANAMA CITY BEACH
17007 PANAMA CITY BEACH PARKWAY
PANAMA CITY BEACH, FL 32413

EMW-2023-FG-07683

Dear Michael Martin,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2023 Assistance to Firefighters Grant (FG) Grant funding opportunity has been approved in the amount of $497,619.04 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 5.00% of the Federal funds awarded, or $24,880.96 for a total approved budget of $522,500.00. Please see the FY 2023 FG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2023 FG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

PAMELA WILLIAMS
Assistant Administrator, Grant Programs

Summary Award Memo

Program: Fiscal Year 2023 Assistance to Firefighters Grant
Recipient: CITY OF PANAMA CITY BEACH
UEI-EFT: KVP5MJSZNCE3
DUNS number: 018095984
Award number: EMW-2023-FG-07683

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2023 Assistance to Firefighters Grant funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	$0.00
Fringe benefits	$0.00
Travel	$0.00
Equipment	$0.00
Supplies	$0.00
Contractual	$522,500.00
Construction	$0.00
Other	$0.00
Indirect charges	$0.00
Federal	$497,619.04
Non-federal	$24,880.96
Total	$522,500.00
Program Income	$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2023 FG NOFO.

Approved request details:

Wellness and fitness programs

Behavioral Health NFPA 1500 or equivalent

DESCRIPTION

Mission-Based Resilience (or MBR) is a comprehensive and inclusive behavioral health and employee wellness program comprised of Stress Inventory Testing & Analysis, Group Coaching, Individual Coaching, Mission-Based Resilience classroom instruction, and Leadership With Resilience classroom instruction. All 65 headcount at PCBFR will participate, receiving Stress Test Analysis, Group Coaching, Individual Coaching, Mission-Based Resilience classroom instruction, and Leadership With Resilience classroom instruction. 62 individuals at the department will each receive 70 hours of testing, curriculum instruction and coaching per year across these different program subsets (an average of just under 6 hours per month) as follows: Stress Inventory Test and Analysis 2x per year; Group Coaching 3 hours per month; Individual Coaching 1 hour per month; Mission-Based Resilience classroom instruction or Leadership with Resilience classroom instruction at 4x per year of 5 hours per each class (dependent on rank). This amounts to 4340 total hours of Mission-Based Resilience testing, coaching and instruction. In addition, 3 individuals at the executive level will each receive 60 hours of testing, curriculum instruction and coaching per year (an average of 5 hours per month) as follows: Stress Inventory Test and Analysis 2x per year; Group Coaching 2 hours per month; Individual Coaching 1 hour per month; Leadership with Resilience classroom instruction at 4x per year of 5 hours per each class. This amounts to another 180 total hours of Mission-Based Resilience testing, coaching and instruction at the executive level. Department-wide, the grand total of MBR testing, coaching and instruction amounts to 4520 hours at an average per hour price of $110.60, a figure both nationally and locally competitive compared to typical testing, coaching and instruction prices that range from $250-$500 per hour.

QUANTITY	UNIT PRICE	TOTAL
1	$522,500.00	$522,500.00

BUDGET CLASS

Contractual

Agreement Articles

Program: Fiscal Year 2023 Assistance to Firefighters Grant
Recipient: CITY OF PANAMA CITY BEACH
UEI-EFT: KVP5MJSZNCE3
DUNS number: 018095984
Award number: EMW-2023-FG-07683

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Article 1 **Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications**

I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the federal awarding agency.

Article 2 **General Acknowledgements and Assurances**

Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance. V. Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is made. Recipients must submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in these DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs- civil-rights-evaluation-tool. DHS Civil Rights Evaluation Tool | Homeland Security. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension to the 30-day deadline if the recipient identifies steps and a timeline for completing the tool. Recipients must request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article 3 **Acknowledgement of Federal Funding from DHS**
Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

Article 4 **Activities Conducted Abroad**
Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

Article 5 **Age Discrimination Act of 1975**
Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article 6 **Americans with Disabilities Act of 1990**
Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101- 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article 7 **Best Practices for Collection and Use of Personally Identifiable Information**
Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article 8 **Civil Rights Act of 1964 – Title VI**
Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

Article 9 **Civil Rights Act of 1968**

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection. therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) —be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 10 **Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

Article 11 **Debarment and Suspension**

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article 12 **Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government- wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

Article 13 **Duplicative Costs**

Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article 14 **Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX**

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.

Article 15 **E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety**

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

Article 16 **Energy Policy and Conservation Act**

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article 17 **False Claims Act and Program Fraud Civil Remedies**

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

Article 18 **Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article 19 **Federal Leadership on Reducing Text Messaging while Driving**

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.

Article 20 **Fly America Act of 1974**

Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list)for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article 21 **Hotel and Motel Fire Safety Act of 1990**

Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

Article 22 **John S. McCain National Defense Authorization Act of Fiscal Year 2019**

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article 23 **Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Article 24 **Lobbying Prohibitions**

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

Article 25 **National Environmental Policy Act**

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article 26 **Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith- based organizations in individual DHS programs.

Article 27 **Non-Supplanting Requirement**

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

Article 28 **Notice of Funding Opportunity Requirements**

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

Article 29 **Patents and Intellectual Property Rights**

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

Article 30 **Procurement of Recovered Materials**

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 31 **Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 32 **Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

Article 33 **Reporting Subawards and Executive Compensation**

For federal awards that equal or exceed $30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Article 34 **Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. Definitions The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

Article 35 **SAFECOM**

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.

Article 36 **Terrorist Financing**

Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.

Article 37 **Trafficking Victims Protection Act of 2000 (TVPA)**

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.

Article 38 **Universal Identifier and System of Award Management**

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.

Article 39 **USA PATRIOT Act of 2001**

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

Article 40 **Use of DHS Seal, Logo and Flags**

Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

Article 41 **Whistleblower Protection Act**

Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.

Article 42 **Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website at: https://www.fema.gov/grants/guidance-tools/environmental-historic. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article 43 **Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article 44 **Acceptance of Post Award Changes**

In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please call FEMA Grant Management Operations at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

Article 45 **Disposition of Equipment Acquired Under the Federal Award**

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

Article 46 **Prior Approval for Modification of Approved Budget**

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently $250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 47 **Indirect Cost Rate**

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article 48 **Award Performance Goals**

FEMA will measure the recipient's performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.

Obligating document

1. Agreement No.	2. Amendment No.	3. Recipient No.	4. Type of Action	5. Control No.
EMW-2023-FG-07683	N/A	596045116	AWARD	WX03513N2024T

6. Recipient Name and Address	7. Issuing FEMA Office and Address	8. Payment Office and Address
CITY OF PANAMA CITY BEACH 17007 PANAMA CITY BEACH PKWY PANAMA CITY BEACH, FL 32413	Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646	FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742

9. Name of Recipient Project Officer	9a. Phone No.	10. Name of FEMA Project Coordinator	10a. Phone No.
Michael Martin	8502335100	Assistance to Firefighters Grant Program	1-866-274-0960

11. Effective Date of This Action	12. Method of Payment	13. Assistance Arrangement	14. Performance Period
08/12/2024	OTHER - FEMA GO	COST SHARING	08/19/2024 to 08/18/2026 **Budget Period** 08/19/2024 to 08/18/2026

15. Description of Action a. (Indicate funding data for awards or financial changes)

Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
FG	97.044	2024-F3-GB01 - P410-xxxx-4101-D	$0.00	$497,619.04	$497,619.04	$24,880.96
		Totals	$0.00	$497,619.04	$497,619.04	$24,880.96

b. To describe changes other than funding data or financial changes, attach schedule and check here:
N/A

~~16.FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)~~
This field is not applicable for digitally signed grant agreements

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title) PAMELA WILLIAMS, Assistant Administrator, Grant Programs	DATE 08/12/2024

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:	***2. MEETING DATE:***
Mark Shaeffer, Utilities	September 12, 2024

3. REQUESTED MOTION/ACTION:

Staff recommends approval for the recurring bulk purchase of liquid sodium hypochlorite for the utilities department at the set unit price of $1.65 per gallon. The projected purchases for the upcoming year are estimated to cost approximately $500,000.

4. AGENDA:

CONSENT AGENDA

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: Yes

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:
Financial Health
Public Safety
N/A

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

Sodium hypochlorite (bleach) is used for reclaimed water disinfection at the City's wastewater treatment facility and for boosting the chlorine residual at the City's drinking water storage and pumping stations. At the wastewater treatment facility, this chemical is delivered by tanker truck in bulk form and stored in either of two 10,000 gallon tanks. Currently, the City's two water storage and pumping stations have access issues that prevent tanker truck access and require small deliveries by shorter wheel base trucks.

Since FY23, the City has been purchasing sodium hypochlorite under Bay County's contract utilizing the "piggybacking" provision. The County recently renewed its contract wit Odyssey at the set unit price of $1.65 per gallon. Odyssey has provided the enclosed letter agreeing to allow the City to "piggyback" for the fiscal year ending September 30, 2025, at that price. Citing increases in electricity costs required to produce the product from brine solution and higher insurance premiums, the supplier has requested and Bay County has approved an increase from the $1.60 per gallon rate charged in FY24.

Projected cumulative purchases for the upcoming year under the proposed bulk purchase contract, based upon historic sodium hypochlorite use at the wastewater treatment facility in FY24 of 278,835 gallons and a five percent (5%) projected customer growth rate, at the proposed unit cost are estimated to be approximately $500,000. This amount could increase in the future should either water pumping station be able to accommodate tanker truck deliveries. However, unit and cumulative costs paid for hypochlorite used by the drinking water utility overall would decrease due to the elimination of the premium paid for small deliveries.

Staff requests approval to "piggyback" Bay County ITB No. 22-72, Water Treatment Plant, Liquid Sodium Hypochlorite, for the bulk purchase of this product. A copy of the Bay County Contract and "piggybacking" agreement letter from the vendor, Odyssey Manufacturing Co., are provided for review.

Res 24-176.Purchase Liquid Sodium Hypochlorite.pdf
PCB Cvr Ltr.pdf
Exh A.Bay County Bleach Contract.pdf

RESOLUTION NO. 24-176

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF LIQUID SODIUM HYPOCHLORITE FROM ODYSSEY MANUFACTURING CO. FOR THE UTILITIES DEPARTMENT AT THE SET UNIT PRICE OF $1.65 PER GALLON AND AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THE BAY COUNTY, FLORIDA, CONTRACT GOVERNING THAT PURCHASE.

BE IT RESOLVED by the City Council of the City of Panama City Beach that:

1. The appropriate officers of the City are authorized to purchase from Odyssey Manufacturing Co. liquid sodium hypochlorite for the Utilities Department at the set unit price of $1.65 per gallon, which is an increase from $1.60 per gallon.

2. By agreeing to this increase, the City agrees to be bound by the same terms and conditions obtained by Bay County, Florida, through an advertised, competitive bidding process, ITB No. 22-72, in the form **attached** as Exhibit A.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ____ day of September, 2024.

CITY OF PANAMA CITY BEACH

By: _____
Stuart Tettemer, Mayor

ATTEST:

_____
Lynne Fasone, City Clerk

ODYSSEY
MANUFACTURING CO.

August 3, 2024

Mr. Albert Bock
Wastewater Treatment Facility Superintendent
City of Panama City Beach
17115 Panama City Beach Parkway
Panama City Beach, FL 32413

Re: **PROPOSAL TO SUPPLY BULK SODIUM HYPOCHLORITE TO THE CITY OF PANAMA CITY BEACH WASTEWATER TREATMENT PLANT**

Encl: (1) Bay County Sodium Hypochlorite "Piggyback" Package

Dear Albert,

As you know, Odyssey Manufacturing Co. has been supplying the City of Panama City Beach sodium hypochlorite to its Wastewater Treatment Plant for the past four years. Currently, the City of Panama City Beach has been being served under a piggyback arrangement using Bay County's sodium hypochlorite contract which expires on September 30, 2024. Bay County recently elected to renew this contract through September 30, 2025. Effective October 1, 2024, Odyssey proposes to sell the City of Panama City Beach its Ultrachlor 12.5 Trade Percent sodium hypochlorite for the firm lump sum price of $1.65 per gallon using a piggyback from Bay County Utilities. This price is fixed and there are no fuel surcharges or delivery fees. This contract expires September 30, 2025 and has one more one-year renewal. I have attached a copy of the original bid package, our bid, the contract, the award letter, the bid tab and the renewal paperwork. The point of contact for Bay County to validate any of this information is Karen Grindle, Purchasing Director, and she can be reached at (850) 248-8270. This proposal to piggyback is made with the understanding that Odyssey Manufacturing would continue to supply your utility's bulk sodium hypochlorite needs for its Utilities. As part of the chemical supply, Odyssey will continue to provide technical assistance to your facilities as we have done in the past.

Thanks for your consideration. Please do not hesitate to contact me at (813) ODYSSEY or cellular (813) 335-3444 if I can be of further assistance. We appreciate your support and continued business.

Sincerely,

Patrick H. Allman
General Manager

Patrick Allman

From: Scott Nabers <snabers@baycountyfl.gov>
Sent: Friday, August 2, 2024 8:59 AM
To: Patrick Allman
Cc: Shelly Taunton
Subject: RE: contract renewal 22-72 Liquid Sodium Hypochlorite -

No sir,

When the board awarded the contract, they also gave the county manager the authority for renewals and other actions as approved by the county attorney. We are good to go for another year. Thank you.

From: Patrick Allman <PAllman@odysseymanufacturing.com>
Sent: Thursday, August 1, 2024 6:42 PM
To: Scott Nabers <snabers@baycountyfl.gov>
Cc: Shelly Taunton <staunton@baycountyfl.gov>
Subject: RE: contract renewal 22-72 Liquid Sodium Hypochlorite -

CAUTION: This email originated from outside of the organization. Do not follow guidance, click links, or open attachments unless you recognize the sender and know the content is safe.

Scott,

See attached acknowledgement. Will Bay County being doing a formal addendum to the contract? Does the renewal have to go to your Board? Thanks. Pat.

Patrick H. Allman
General Manager
Odyssey Manufacturing Co.
1484 Massaro Blvd
Tampa, Florida 33619
Office: (813) 635-0339
Fax: (813) 630-2589
Mobile: (813) 335-3444

From: Scott Nabers <snabers@baycountyfl.gov>
Sent: Thursday, August 1, 2024 2:05 PM
To: Patrick Allman <PAllman@odysseymanufacturing.com>
Cc: Shelly Taunton <staunton@baycountyfl.gov>
Subject: contract renewal 22-72 Liquid Sodium Hypochlorite -

Good afternoon,
Bay County would like to renew contract 22-72 Liquid Sodium Hypochlorite - for one additional one-year term effective 10/1/24. If you agree to renewing this contract at the same terms and new price, please sign the attached renewal letter to be signed in blue ink and email back to me.

Thank you,
Scott

Scott Nabers
Contract Administrator
840 West 11th Street Panama City, FL 32401
Purchasing Department
Phone: 850-248-8274
Email: snabers@baycountyfl.gov

Please Note: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.
Please Note: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

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DISTRICT III
DOUGLAS MOORE
DISTRICT IV
CLAIR PEASE
DISTRICT V
ROBERT J. MAJKA
COUNTY MANAGER

August 1, 2024

Odyssey Manufacturing Company
Attn: Patrick Allman
1484 Massaro Blvd.
Tampa, FL 33619

CONTRACT RENEWAL – 22-72 Liquid Sodium Hypochlorite

Dear Mr. Allman:

In accordance with the terms and conditions stated in the contract to provide Sodium Hypochlorite, Bay County has elected to renew this contract for one additional one-year term with an increase in bid price from $1.60 to $1.65 per gallon delivered, effective October 1, 2024.

Your signature below will serve as an acknowledgement on behalf of Odyssey Manufacturing Company that your services will remain uninterrupted through September 30, 2025.

If you agree to this renewal, sign the acknowledgement below and **return this original along with current Certificates of Insurance to the attention of the Purchasing Department at the address shown above** no later than August 16, 2024.

Please contact the Bay County Purchasing Department at (850) 248-8270 if you have questions regarding this matter.

Sincerely,

Robert J. Majka, County Manager
Bay County Board of County Commissioners

ACKNOWLEDGEMENT:

The undersigned acknowledges that Bay County has renewed this contract for one additional one-year term and services are to remain uninterrupted through September 30, 2025.

Signature

General Manager
Title

Patrick H. Allman
Printed Name

8/1/2024
Date

ODYSSEY
MANUFACTURING CO.

July 9, 2024

Ms. Shelly Taunton
Purchasing Administrator
Bay County
840 W. 11th Street
Suite 2500
Panama City, FL 32401

Re: **BAY COUNTY ITB NO. 22-72 LIQUID SODIUM HYPOCHLORITE**

Encl: (1) Consumer Price Index South Atlantic Urban (Series CUUR0350SA0)

Dear Ms. Taunton,

As you know, the subject contract expires on September 30, 2024. The contract has two more one-year renewals remaining on it. The purpose of this letter is to notify Bay County that Odyssey is willing to renew this agreement for another year from October 1, 2024 through September 30, 2025 with a change in pricing from $1.60 per gallon to $1.65 per gallon. This represents an increase of 3.1% which is consistent with the Consumer Price Index (CPI) over the past twelve months (see Enclosure (1)).

Over the past year, our production costs have continued to go up, most of which are consistent with the CPI. Our salt contract escalates at 3% per year. Our electricity cost went up over 10%. Our wages have increased 4.5%, which in this tight labor market, is necessary to keep employees. Unfortunately, our insurance premiums for liability insurance and for property insurance each increased over $500,000 with the recent renewals. This alone represents the equivalent of just over a $.015 per gallon cost increase.

Another barometer to use for justifying the increase is to look at the recent sodium hypochlorite bids in the marketplace. You can add about $.15 per gallon to the below prices to get to the panhandle. The below table represents all of the bids in the State of Florida for sodium hypochlorite in the past twelve months. As you know, Bay County's volume is approximately 300,000 gallons. Thus, the proposed pricing is very reasonable in light of these bids given the distance from the State's manufacturing facilities (Orlando (2), Clearwater (1), Tampa (2), Fort Pierce (1), Lantana (1) and Miami (3)) to Panama City.

Bid Date	Utility	Annual Gallons	Allied	Odyssey
6/15/2023	Okeechobee County	30,000	No Bid	$1.80
6/27/2023	Town of Jupiter WTP	314,000	$1.44	$1.85
6/27/2023	Town of Jupiter Booster Station	4,000	$1.54	$3.50
7/6/2023	City of Fort Lauderdale - Full Tankers	9,214,000	$1.47	$2.25

MANUFACTURERS OF ULTRACHLOR THE CLEAR SOLUTION
(800) ODYSSEY
www.odysseymanufacturing.com
1484 MASSARO BLVD • TAMPA, FL 33619 • (813) 635-0339 • FAX (813) 630-2[illegible]

7/6/2023	City of Fort Lauderdale - Partial Tankers	356,000	$1.57	$2.45
7/10/2023	City of Ocala	325,000	$1.90	$1.75
7/24/2023	South Martin Regional	185,000	No Bid	$1.65
7/26/2023	The Villages	700,000	No Bid	$1.85 (*)
7/27/2023	Palm Beach County – Full Tanker	4,785,000	$1.44	$1.98
7/27/2023	Palm Beach County – Partial Tanker	35,500	$1.54	$2.10
7/31/2023	City of Ormond Beach	320,000	$1.95	$1.69
8/9/2023	Martin County	800,000	$1.45	$2.05
8/16/2023	Charlotte County	606,000	$1.53	No Bid
8/25/2023	City of Port St. Joe	62,000	No Bid	$1.69
9/11/2023	City of Lake Wales	109,000	$1.95	$1.70
9/27/2023	City of Lakeland	105,000	$1.69	$1.76
10/4/2023	Seminole County	1,794,000	$1.68	$1.95
11/9/2023	Central Florida Tourism Oversight Dist.	641.648	$2.10	$1.53
12/18/2023	Hillsborough County	10,724,040	$1.43	$1.89
12/18/2023	City of Tampa	1,700,000	$1.49	$1.42
3/12/2024	Peace River Manasota	750,000	$1.56	$1.65
4/17/2024	Lee County	1,445,000	$1.49	$1.76
6/24/2024	Fort Pierce Utility Authority (FPUA)	425,000	$1.49	$1.70

Thanks for your consideration. Please do not hesitate to contact me at (813) ODYSSEY or cellular (813) 335-3444 if I can be of further assistance. Unfortunately, production capacity is very limited in the marketplace right now during the summer months, which is also impacting pricing since the demand is greater than the supply.

Sincerely,

Patrick H. Allman

OFFICE OF COUNTY MANAGER
840 West 11th Street
Panama City, Florida 32401
Telephone: (850) 248-8140
Fax: (850) 248-8153

BOARD OF COUNTY COMMISSIONERS

WWW.BAYCOUNTYFL.GOV

840 WEST 11TH STREET
PANAMA CITY, FL 32401

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CLAIR PEASE
DISTRICT V

ROBERT J. MAJKA
COUNTY MANAGER

June 13, 2023

Odyssey Manufacturing Company
Attn: Patrick Allman
1484 Massaro Blvd.
Tampa, FL 33619

CONTRACT RENEWAL – 22-72 Liquid Sodium Hypochlorite

Dear Mr. Allman:

In accordance with the terms and conditions stated in the contract to provide Sodium Hypochlorite, Bay County has elected to renew this contract for one additional one-year term with an increase in bid price from $1.35 to $1.60 per gallon delivered, effective October 1, 2023.

Your signature below will serve as an acknowledgement on behalf of Odyssey Manufacturing Company that your services will remain uninterrupted through September 30, 2024.

If you agree to this renewal, sign the acknowledgement below and **return this original along with current Certificates of Insurance to the attention of the Purchasing Department at the address shown above** no later than June 30, 2023.

Please contact the Bay County Purchasing Department at (850) 248-8270 if you have questions regarding this matter.

Sincerely,

Robert J. Majka, County Manager
Bay County Board of County Commissioners

ACKNOWLEDGEMENT:

The undersigned acknowledges that Bay County has renewed this contract for one additional one-year term and services are to remain uninterrupted through September 30, 2024.

Signature	Title: General Manager
Printed Name: Patrick H. Allman	Date: June 19, 2023

Bay County Board of County Commissioners
Agenda Item Summary

Water Treatment Plant 22-72 Liquid Sodium Hypochlorite

DEPARTMENT MAKING REQUEST/NAME:
Utility Services Department Bobby Gibbs, Utility Director

MEETING DATE: 10/4/2022

REQUESTED MOTION/ACTION:
Board a) approve a one-year contract with (3) additional one-year renewal options with Odyssey Manufacturing Company for the supply of Liquid Sodium Hypochlorite for the Water Treatment Plant and b) authorize the chairman to execute the contract and make any necessary modifications as approved by the county attorney.

AGENDA
Utility Services - Consent

BUDGETED ITEM? Yes
BUDGET ACTION:
None needed.
FINANCIAL IMPACT SUMMARY STATEMENT:
Budgeted in the FY23 budget.

BACKGROUND:
Liquid Sodium Hypochlorite is a disinfection agent used in the treatment of potable water.

Invitation to Bid (ITB) 22-72 Liquid Sodium Hypochlorite was advertised for bids on August 5, 2022. The following responses were received and opened on September 6, 2022.

Vendor	Price Per Gallon
Odyssey Manufacturing Company	$1.35
Allied Universal Corporation	$1.89
Univar Solutions USA, Inc.	No Bid

Staff has evaluated the bids and Odyssey Manufacturing Company was the lowest responsive and responsible bidder. Therefore, Staff recommends a one-year contract with (3) additional one-year renewal options with Odyssey Manufacturing Company for the supply of Liquid Sodium Hypochlorite for the Water Treatment Plant **(Exhibit 1).**

ATTACHMENTS:

Description	Type
22-72 Liquid Sodium Hypochlorite Exhibit 1	Exhibit

Purchasing Department
840 West 11th Street, Suite 2500
Panama City, FL 32401
Telephone: (850) 248-8270
Fax: (850) 248-8276

BOARD OF COUNTY COMMISSIONERS

WWW.BAYCOUNTYFL.GOV

840 WEST 11TH STREET
PANAMA CITY, FL 32401

COMMISSIONERS:

TOMMY HAMM
DISTRICT I

ROBERT CARROLL
DISTRICT II

WILLIAM T. DOZIER
DISTRICT III

DOUGLAS MOORE
DISTRICT IV

PHILIP "GRIFF" GRIFFITTS
DISTRICT V

ROBERT J. MAJKA
COUNTY MANAGER

NOTICE OF AWARD

Odyssey Manufacturing Company
Attn: Patrick Allman
1484 Massaro Blvd.
Tampa, FL 33619

PROJECT DESCRIPTION: 22-72 Liquid Sodium Hypochlorite

Bay County has considered the proposal submitted by you for the above described WORK in response to its Invitation to Bid (ITB) 22-72 dated September 6, 2022. You are hereby notified that your proposal has been accepted for items in the amount of $1.35 per gallon of Sodium Hypochlorite delivered.

You are required by the ITB to execute the Agreement and furnish the required certificates of insurance (naming Bay County BOCC as additional insured, primary, non-contributory with waiver of subrogation) within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and certificates of insurance within ten (10) calendar days from the date of this Notice, Bay County will be entitled to consider all your rights arising out of Bay County's acceptance of your proposal as abandoned. Bay County will be entitled to such other rights as may be granted by law.

Dated this 6th day of October 2022.

BAY COUNTY BOARD OF COUNTY COMMISSIONERS

By: Karen Riddle

Title: Chief Procurement Officer

cc: Clerk

CONTRACT 22-72
LIQUID SODIUM HYPOCHLORITE

This Contract, dated October 4, 2022 is between the Bay County Board of County Commissioners, located at 840 West 11th Street, Panama City, FL 32401 ("County"), and Odyssey Manufacturing Company, located at 1484 Massaro Blvd., Tampa, FL 33619 ("Vendor").

1. Scope of Work

The County desires to hire Vendor to provide all necessary labor, supervision, equipment, and supplies to provide Sodium Hypochlorite to the Bay County Water Treatment Plant located at 3400 Transmitter Road, Panama City, FL 32404, the Military Point Advanced Wastewater Treatment Plant located at 100 Lagoon Road, Tyndall Air Force Base, FL 32403, and the North Bay Wastewater Treatment Plant located at 1121 Fred Anderson Road, Panama City, FL 32409.

The Vendor hereby agrees to provide Liquid Sodium Hypochlorite to the County in accordance with **Exhibit 1** Sodium Hypochlorite Specifications**.** The Vendor hereby agrees to provide the goods to the County according to Invitation to Bid (ITB) 22-72 said documents being incorporated into this agreement as if fully set out herein, and the Vendor's response thereto, said documents being attached as **Exhibit 2**, to the extent they are not inconsistent with this Agreement.

2. Term

This Contract shall commence October 1, 2022 and continue in effect through September 30, 2023. Upon mutual agreement between the County and Vendor, the Contract may be renewed for three (3) additional one-year periods under the same terms and conditions.

No price adjustments may be allowed during the initial proposed term of the contract. Price increases will be considered after the initial proposed term if substantiated by the producer price index. Written notice of a request for pricing changes and proof to substantiate must be submitted to the Bay County Purchasing Department at no less than 90 days prior to the anniversary date of the contract.

3. Contract Price

The County shall pay the Vendor for goods provided in accordance with the Florida Prompt Payment Act of the Florida Statutes, Chapter 218.70, upon receipt of the Vendor's invoice and written approval of same by the County's Designated Representative indicating that goods have been delivered in conformity with this Agreement.

The Vendor shall invoice the County based on the Vendor's proposal cost of $1.35 per gallon of Sodium Hypochlorite delivered as described in this agreement and ITB 22-72.

4. Independent Contractor

The Vendor shall at all times, relevant to this contract, be an independent contractor and in no event shall the Vendor, nor any employees or sub-contractors under it, be considered to be employees of Bay County.

5. Vendor's Personnel

Vendor has the exclusive right to hire and terminate its employees and may transfer or reassign any of its employees to other work of the Vendor. The direction of the work of Vendor's employees shall be under the exclusive control of Vendor. If the County objects to the presence or performance of any employee of Vendor, Vendor shall remove such employee from County premises.

6. Cooperation

Vendor agrees to perform each phase of the work at the scheduled time and in the scheduled sequence. Vendor will cooperate with the County Utility Services Director or their designee as requested and specifically to allow the County to inspect the performance of work of this Contract.

7. Materials, Supplies, Etc.

Vendor shall furnish and supply all tools, materials, consumable supplies and equipment, safety devices and equipment, and any special clothing that are required to perform the work of this Contract and consistent with the requirements of the ITB.

8. Records / Audits

The County is a public agency subject to Chapter 119, Florida Statutes. The Vendor shall comply with Florida's Public Records Law. Specifically, the Vendor shall:

Keep and maintain public records required by the County in order to perform the service;

Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the County.

Upon completion of the contract, transfer, at no cost to the County, all public records in possession of the Vendor, or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of the contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records in a format that is compatible with the information technology systems of the County.

The Vendor shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. The County, the State of Florida, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five (5) years following Contract completion.

9. Public Records Custodian

If the Vendor has questions regarding the application of Chapter 119, Florida Statutes, to the Vendor's duty to provide public records relating to this contract contact Bob Majka, Custodian of Public Records, at (850) 248-8145, publicrecords@baycountyfl.gov or 840 W. 11th Street, Panama City, Florida 32401.

10. Inspector General

The parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s. 20.055(5), Florida Statutes. "(5) It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section."

11. County Representative

The County Utility Services Director or a designee has authority to designate the work to be done by Vendor, to inspect such work, and to resolve questions which arise between the parties. The Vendor or the Vendor's designee will deal with the County's representative on matters relating to the performance of the work. The County shall have the authority to stop the work whenever it deems such action necessary to secure the safe and proper performance of the work assignment.

12. Laws, Rules and Regulations

General Laws: Vendor shall give all notices required of it by law and shall comply with all Federal, State and local laws, ordinances, rules and regulations

governing Vendor's performance of this Contract and the preservation of public health and safety. Upon request by the County, Vendor shall provide proof of such compliance to the County.

Illegal Alien Labor: Vendor shall comply with all provisions state and federal law regarding the hiring and continued employment of aliens not authorized to work in the United States. Vendor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the Vendor that the subcontractor is in compliance with such laws. Vendor agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require the same of any subcontractors. Vendor shall pay all cost incurred to initiate and sustain the verification programs.

13. Public Entity Crimes Statement

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a vendor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submission of a proposal in response to this document, the vendor certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.

14. E- Verify.

As a condition precedent to entering into this agreement, and in compliance with Section 448.095, Fla. Stat., Vendor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees.

Vendor shall require each of its subcontractors to provide Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Vendor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this agreement.

The County, Vendor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

The County, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Vendor otherwise complied, shall promptly notify Vendor and Vendor shall immediately terminate the contract with the subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Vendor acknowledges that upon termination of this agreement by the County for a violation of this section by Vendor, Vendor may not be awarded a public contract for at least one (1) year. Vendor further acknowledges that Vendor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Subcontracts. Vendor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Vendor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

15. Scrutinized Companies

Vendor must certify that the company is not participating in a boycott of Israel.

Vendor must also certify that Vendor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the County will not contract for the provision of goods or services with any scrutinized company referred to above.

Vendor must submit the certification attached to this contract. Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Vendor of the County's determination concerning the false certification. The Vendor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Vendor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Vendor does not demonstrate that the County's determination of false certification was made in error then the County shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

16. Insurance

During the term of this Contract, Vendor will purchase and maintain insurance and comply with the Bay County Insurance Requirements, which are attached as **Exhibit 3** to this Contract and incorporated by reference.

17. Hold Harmless and Indemnification

To the extent provided by law, the Vendor shall indemnify, defend, and hold harmless the County and the State of Florida, Department of Transportation, including the County's and the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of the Vendor or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by the Vendor hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by the Vendor to indemnify the County for the negligent acts or omissions of the County, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by the Vendor to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties.

The parties understand and agree that such indemnification by the Vendor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter.

The Vendor's obligation shall not be limited by or in any way to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

If the above indemnity or the defense provisions contained herein or any part of those provisions are limited by Florida Statutes Sec. 725.06(1), or any other applicable law, then with respect to the part so limited, the monetary limitation on the extent of the indemnification shall be the greater of (1) the monetary value of the Contract, (ii) coverage amount of Commercial General Liability Insurance required under the Contract; or (iii) $1,000,000.00.

This Section survives termination or expiration of this Contract.

18. Duty to Pay Defense Costs and Expenses

The Vendor agrees to reimburse and pay on behalf of the County the cost of the County's legal defense, through and including all appeals, and to include all attorneys' fees, costs, and expenses of any kind for any and all 1) claims described in the Hold Harmless and Indemnification paragraph or 2) other claims arising out of the Vendor's performance of the Contract and in which the County has prevailed.

The County shall choose its legal defense team, experts, and consultants and invoice the Vendor accordingly for all fees, costs and expenses upon the conclusion of the claim.

Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

This Section survives termination or expiration of this Contract.

19. Notices

Any notice to be given by the parties shall be in writing and deemed to have been duly given if and when deposited in the United States registered mail, return receipt requested, properly stamped and addressed to:

For the County:	For the Vendor:
Bay County Utility Services Department	Odyssey Manufacturing Company
Attn: Bobby Gibbs	Attn: Patrick Allman
3410 Transmitter Road	1484 Massaro Blvd.
Panama City, FL 32404	Tampa, FL 33619

The Vendor shall notify the Bay County Purchasing Department of any change to its address. The Purchasing Department will disseminate the address change to all applicable departments and agencies including Finance. The Vendor's notification of address change is sufficient if sent by email or facsimile.

20. Assignment

Vendor shall not assign in whole or in part any part of the work of this Contract except with prior written consent of the County.

21. Successors and Assigns.

This Agreement shall be binding on all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

22. Entire Agreement

All proposals, negotiations and representations regarding the work of this Contract are merged in this instrument. Any amendment or modification of this Contract shall be in writing and signed by the duly authorized representatives of the parties.

23. No Waiver

The waiver by the County of, or the County's failure to demand strict performance of, any obligation of Vendor shall not be construed to waive or limit the full and faithful performance by the Vendor of another of its obligations or of the same obligation in the future.

24. Administrative, Contractual, or Legal Remedies

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the Vendor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

25. Termination for Cause and for Convenience

This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given: (a) Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and (b) An opportunity for consultation with the terminating party prior to termination.

This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in I (a) above. If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but no amount shall be allowed for anticipated profit on unperformed services or other work, and any payment due to the vendor at the time of termination may be adjusted to cover any additional costs to the local government because of the vendor's default.

If termination for convenience is effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice. For any termination, the equitable adjustment shall provide for payment to the vendor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the vendor relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

Upon receipt of a termination action under paragraphs (a) or (b) above, the vendor shall promptly discontinue all affected work (unless the notice directs otherwise) and deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the vendor in performing this contract, whether completed or in process.

Failure of the Vendor to comply with the provision of Section 12 Laws, Rules, and Regulations shall constitute grounds for the County to immediately terminate this Contract for cause and declare the Vendor to be non-responsible

for bidding or proposing on future contracts for one year from the date the County notifies the Vendor of such non-compliance.

26. Conflicts

In the case of any conflict between the provisions of this Contract and other contract documents, the following priority for interpretation of those document provisions shall be followed:

a. The provisions of this contract prevail first.
b. The bid form and attachments are next.
c. The initial bid provisions are final priority.

27. Severability

The invalidity, in whole or in part, of any section or part of any section of this Contract shall not affect the validity of the remainder of such section or the Contract.

28. Governing Law & Venue

This Contract is governed by the laws of the State of Florida. The proper venue for any action regarding this contract is in the appropriate Court in Bay County, Florida.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Contract as of this 10th day of October, 2022.

Executed by:

BOARD OF COUNTY COMMISSIONERS BAY COUNTY FLORIDA

By: _____
Robert Carroll, Chairman

Attest: _____
Bill Kinsaul, Clerk of Court

Approved as to form

_____
Office of Bay County Attorney
Brian D. Leebrick

ODYSSEY MANUFACTURING COMPANY

By: _____
(Authorized Representative)

Its: General Manager

State of Florida
County of Hillsborough

This Contract was acknowledged and subscribed before me the undersigned notary this 6th day of October, 2022, by Patrick H. Alwan, as General Manager of Odyssey Manufacturing Co. and with proper authority, and who is personally known by me or produced identification of _____.

_____
Notary Public

Exhibits:
1. Sodium Hypochlorite Specifications
2. Vendor's Response to ITB 22-72
3. Insurance Requirements

Notary Public State of Florida
Dena R Lowery
My Commission GG 929929
Expires 11/06/2023

EXHIBIT 1
LIQUID SODIUM HYPOCHLORITE
BID SPECIFICATIONS

GENERAL REQUIREMENT

The intent and purpose of this specification document (the "Specification") is for the Vendor to furnish and deliver liquid sodium hypochlorite (12.5 Trade Percent Available Chlorine) FOB destination in accordance with the American Water Works Association's (AWWA's) Standard B300-10 for hypochlorite, except as modified or supplemented herein, to the Bay County Utility Services Department.

DELIVERY REQUIREMENTS

Vendor shall make "normal" deliveries within two (2) calendar (i.e., not "working" days) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent Bay County from running out of sodium hypochlorite in less than 24 hours. Bay County shall endeavor to minimize the number of "emergency" deliveries.

All deliveries of liquid sodium hypochlorite shall be freight prepaid, F.O.B. to each Bay County facility.

Delivery time of day shall be arranged upon placement of order. Deliveries made to unmanned facilities must be coordinated with Bay County so the driver can gain access to the facility.

All deliveries of liquid sodium hypochlorite shall be made by properly cleaned carrier tank truck to the locations specified in paragraph 5 below.

Packaging and shipment of liquid sodium hypochlorite shall conform to all current regulations of the State of Florida, the United States Department of Transportation and ail other applicable regulatory agencies.

All delivery personnel must have company cell phones to facilitate deliveries to unmanned and manned facilities. Experience has shown this to be critical to effective coordination of deliveries to the various Bay County facilities.

Bay County reserves the right to change quantities and delivery dates at its discretion with a 24-hour notice.

The Vendor shall be responsible for pumping liquid sodium hypochlorite into the storage tanks at the delivery sites and shall provide all necessary hoses, fittings, air-padding, pumps, etc. required to safely and efficiently "offload" the liquid sodium hypochlorite into designated storage tanks. Vendor shall be responsible for ascertaining the correct storage tanks and fill point locations to prevent accidental discharge of the product into the wrong storage tank(s).

The Vendor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. Bay County reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking sodium hypochlorite.

The tanks or trailers shall be clean and free of residue that may contaminate the Vendor's product or impede the unloading process. It is the Vendor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of sodium hypochlorite shall be supplied by the Vendor and shall be clean and free from contaminating material. Bay County may reject a load if the equipment is not properly cleaned. Vendor shall furnish Bay County an approved, leak-free connection device between the trailer and its intake receptacle. The Vendor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Vendor shall take immediate and appropriate actions to clean up any spilled liquid sodium hypochlorite. If the spill is not cleaned up, Bay County will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charge to the Vendor and deducted from the amount due to the Vendor. If Bay County's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Vendor or its subcontractor, the Vendor shall be relieved of cleanup of the spill.

Delivery Shipments shall be rejected which fail to meet any of the requirements of the Specification. In the event a delivery shipment is rejected, upon notification to the Vendor that the shipment is rejected, Vendor shall be required to ship a replacement delivery to the affected location within four (4) hours from time of notification. Failure to provide replacement product that meets the Specification within the specified time period will constitute failure to comply with the delivery requirements set forth in this document.

DELIVERY LOCATIONS

Delivery sites and quantities are subject to deletions or additions as necessary to meet the water production demands of Bay County.

Split deliveries to multiple locations will be coordinated and accepted by Bay County to encourage economical delivery of product via bulk tankers dependent on storage capacities at time of delivery.

Liquid Sodium Hypochlorite consumption at each location is an estimate only and Bay County shall not be bound by these amounts in its contract with Vendor.

Delivery Locations:
Bay County Water Treatment Plant, 3400 Transmitter Road, Panama City, Florida, 32404. Bay County has four (4) 8,000-gallon storage tanks. Approximate delivery requirement: 5,000 gallons every 7 days.

Military Point AWTF, 100 Lagoon Road, Tyndall AFB, FL 32403.
The Military Point AWTF has two (2) 1,200-gallon storage tanks. Approximate delivery requirement: 1,000 gallons every 4 weeks.

North Bay WWTF, 1121 Fred Anderson Road, Panama City, FL 32409
The North Bay WWTF has two (2) 2,550-gallon storage tanks. Approximate delivery requirement: 1,500 gallons every 4 weeks.

LOCATION	STORAGE CAPACITY	ESTIMATED ANNUAL QUANTITY
Bay County WTP 3400 Transmitter Road Panama City, FL 32404	4 - 8,000 GALLONS	200,000 GALLONS
Military Point AWTF 100 Lagoon Road Tyndall AFB, FL 32403	2 – 1,200 GALLONS	13,000 GALLONS
North Bay WWTF 1121 Fred Anderson Road Panama City, FL 32409	2 – 2,550 GALLONS	19,500 GALLONS

PRODUCT MATERIAL REQUIREMENTS
Hypochlorite supplied under this contract shall be tested and certified as meeting the Specification, the AWWA Standard B300-10 and those of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60), Drinking Water Treatment Chemicals Health Effects.

It is the responsibility of the Vendor to inform Bay County that its NSF or UL certification has been revoked or lapsed within 24 hours of the time the supplier receives verbal or written notification. Loss of certification shall constitute sufficient grounds for immediate termination of the contract between Bay County and Vendor.

Liquid sodium hypochlorite delivered under this Specification shall have a minimum of 120 Grams per Liter (GPL) available chlorine equivalent (a.k.a., 12.0 Trade Percent Available Chlorine) and shall be consistent as determined by chemical analysis.

Product shall be a clear straw colored liquid with no visible cloudiness, impurities, or sediment. It shall contain no soluble materials or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water treated with the liquid sodium hypochlorite.

Liquid sodium hypochlorite delivered under this Specification shall have a minimum of 0.20 percent by weight sodium hydroxide and a maximum of 0.40 weight percent sodium hydroxide.

Liquid sodium hypochlorite delivered under this contract shall meet the following containment concentration limits:

Iron	< 0.3 mg/L
Copper	< 0.03 mg/L
Nickel	< 0.03 mg/L
Chlorate	< 2,000 mg/L
Bromate	< 20 mg/L
Perchlorate	< 20 mg/L

The delivery time of the shipment shall not exceed 72 hours from the time of manufacture of the liquid sodium hypochlorite.

The suspended solids in the sodium hypochlorite delivered under this contract shall be minimized and the shipments delivered shall achieve a filtration time of less than 3 minutes for 1000 ml when applying the *"Suspended Solids Quality Test for Bleach Using the Vacuum Filtration"* Method co-developed by Dr. Bernard Bubnis of NovaChem and previously referenced in this Specification.

QUALITY ASSURANCE, SAFETY AND TRAINING

Sampling and Testing

All Sampling and Testing shall be in accordance with EPA and AWWA B300-10 standards and in accordance with the documents titled: "*The Weight Percent Determination of Sodium Hypochlorite, Sodium Hydroxide, And Sodium Chlorate in Liquid Bleach" and "Suspended Solids Quality Test for Bleach Using Vacuum Filtration",* distributed by Powell Fabrication and Manufacturing, Inc. and available at http://www.powellfab.com.

The approved laboratories are listed below for all sampling and testing whether during the proposal period or after award. No other Laboratory shall be used unless expressly authorized as an Addendum to the proposal issued by Bay County amending the Specification or an amendment to the contract between Bay County and Vendor.

NovaChem Laboratories(formerly Novatek)
5172 College Corner Pike
PO Box 608
Oxford, Ohio 45056
Ph: 513-523-3605
Fax: 513-523-4025

Thornton Laboratories
1145 East Cass Street
Tampa, Florida 33602
Ph: 813-223-9702
Fax: 813-223-9332
Attn: Steve Thickett

Sampling and Testing Prior to Unloading: The Vendor's delivery trailer shall have a sample port to provide a sample for analysis. At the sole discretion of Bay County, the Vendor's delivery personnel (driver) may be asked to provide a sample of liquid sodium

hypochlorite before the shipment is unloaded. Bay County will supply the sample container and the driver shall collect the sample from the tank truck and turn it over to Bay County. The sample shall be considered representative of the lot. Bay County reserves the right to subject samples of the liquid sodium hypochlorite to quick analyses to ensure that it meets basic conditions of the specification with respect to specific gravity, weight percent of sodium hypochlorite, sodium hydroxide, and suspended solids. Any lot tested by Bay County that fails to comply with the Specification shall constitute grounds for rejection of that lot. No payment shall be made for hypochlorite that is rejected. The Vendor or its subcontractors shall allow 60 minutes for this testing to be completed. If testing cannot be completed within the 60-minute period, Bay County shall allow the Vendor to unload the shipment. In the event that the load is rejected, the Vendor shall have four (4) hours to supply another shipment. In the event that the Vendor is unable or unwilling to supply another shipment within this time period, Bay County has the right to procure a shipment from another source and this will failure to deliver shall constitute a second rejection. Three rejections of a lot or shipment during any period of this contract shall constitute automatic termination of the Vendor's supply contract with Bay County.

Sampling and Test of Shipment after Unloading. Bay County reserves the right to subject samples of the liquid sodium hypochlorite to complete analyses to ensure that it meets EPA specifications, AWWA B300-10 specifications, and the Specification. Three failures during any period of this contract shall constitute automatic termination of the Vendor's supply contract with Bay County.

Certified Analysis. Vendor shall supply an affidavit, signed by a corporate designated official, certifying that the liquid sodium hypochlorite furnished by the Vendor, complies with all applicable requirements of this Specification and AWWA Standard B300-10, latest revision. The affidavit shall also indicate compliance with Water Chemicals Codex directives, latest revision, for impurity limits.

Manufacturer's Laboratory Delivery Reports

A certified report from the manufacturer shall be submitted for each liquid sodium hypochlorite delivery to Bay County.

The report shall contain the following data:

- Date and Time of Manufacture
- Percent by Weight Sodium Hypochlorite
- Percent by Weight Excess Sodium Hydroxide
- Specific Gravity (Referenced to a temperature)
- Suspended Solids Test Time

No deliveries will be accepted by Bay County unless accompanied by said certified laboratory report for the specific batch of liquid sodium hypochlorite delivered showing the above data and that it conforms to the Specification. Regardless of whether at different delivery sites, failure to comply with this provision three (3) times during the

contract period shall constitute sufficient grounds for termination of the contract between Bay County and Vendor.

Tank Cleanings

At any time during the performance of this Agreement, if Bay County has any sort of sludge or other impurity buildup in any of its sodium hypochlorite tank, the Vendor shall cleanout the tank at no charge to Bay County within seven (7) days, unless such timeframe is extended by Bay County. The cleanout should be done in such a manner so that it is done safely with no loss of disinfection to the affected plant. The Vendor shall submit a procedure to Bay County for approval prior to this work being completed. The determination of whether there is any such sludge or impurity buildup in the tanks will be at the sole discretion of Bay County. Failure of the Vendor to clean out the tank within seven (7) days after being served notice (or within any extension of this timeframe specified by Bay County) shall be cause for immediate termination of the sodium hypochlorite supply between Bay County and the Vendor.

OCCUPATIONAL HEALTH AND SAFETY

Vendor Safety Requirements

Vendor must ensure delivery personnel's compliance with all OSHA requirements, including personal protective equipment for Vendor delivery personnel, including without limitation chemical goggles, transparent face shield and hard hat, rubber gloves, rubber boots, and rubber or plastic-coated fabric apron or slicker suit. Vendor delivery personnel must wear at minimum, chemical goggles and rubber gloves when handling hoses and valves.

Vendor delivery personnel must remain within a safe proximity while the transfer is in progress and continuously monitor for leaking hoses, connections, or other problems. It is the responsibility of Vendor delivery personnel to contain leaks and to report any and all spills.

Safety Data Sheets. In compliance with Chapter 442 Florida Statutes, any chemical delivered from a Vendor, must be accompanied by a Safety Data Sheet (SDS).

Technical Assistance and Safety Training

Safe Handling and Equipment Operation Training.

On an annual basis, the Vendor shall provide an appropriate safe handling and equipment operation training course for chemicals, to all current Bay County operations personnel for a minimum of 0.2 continuing education units (CEU's) for their State of Florida water and wastewater licenses The Vendor shall provide this assistance at no charge to Bay County.

Technical Assistance. The Vendor shall provide engineering and technical assistance, as needed, regarding the application of its product and disposal and handling of residues and sludge produced by the application of liquid sodium hypochlorite in the water and wastewater treatment process. The Vendor shall provide this assistance at no charge to Bay County.

TERMINATION

In addition to the various statements in this specification stating the grounds for automatic termination of the Vendor's contract to supply liquid sodium hypochlorite to Bay County, and in addition to any other remedies, including the right to obtain cover and charge Vendor for the costs of cover, Vendor's failure to comply with this specification three (3) times over the duration of this contract shall constitute sufficient grounds for termination of the contract by Bay County. These failures, any three of which can result in termination of the contract, include but are not limited to, failure to deliver in a timely manner, failure to deliver with proper equipment, failure of the liquid sodium hypochlorite to meet the specification at any time, failure to provide a certificate of analysis, failure to comply with the safety and OSHA requirements of the specification, failure to provide drivers with company cell phones, failure to provide requested technical assistance and/or training and failure to respond in a timely manner to any Bay County emergency.

EXHIBIT 2
VENDOR'S RESPONSE TO ITB 22-72

ODYSSEY
MANUFACTURING CO.

August 31, 2022

Ms. Karen Grindle
Purchasing Director
Bay County
840 W. 11th Street
Suite 2500
Panama City, FL 32401

Re: **BAY COUNTY ITB NO. 22-72 LIQUID SODIUM HYPOCHLORITE**

Encl: (1) Bid Forms (9 Pages)
(2) Authority to Sign Bid Letter
(3) Product Specification
(4) NSF-60 Certification
(5) NSF-60 Affidavit
(6) Third Party Laboratory Analysis of Sodium Hypochlorite
(7) Last three NSF Results for Proposed Manufacturing Location
(8) List of References
(9) List of Terminations/Debarments (Last 10 years)
(10) List of Safety Incidents
(11) Engineering and Emergency Response Support
(12) Detailed List of Emergency Responses
(13) Regulatory Actions for All Manufacturing Facilities
(14) Copy of OSHA Form 300A/300 Logs
(15) Safety Data Sheet
(16) DOT Inspection/Audit Records for past ten years
(17) Documentation of Ownership and List of Officers
(18) Any Exceptions Taken to Specification
(19) CEU Documentation

Dear Ms. Sellers,

Odyssey Manufacturing Company is pleased to submit our proposal for the above referenced Invitation to Bid (ITB) for the supply of sodium hypochlorite to Bay County. In accordance with your instructions, we have enclosed one original and one copy of the "Bid Forms" and all other requested documentation. Odyssey takes no exceptions to the Specification or any of the bid documents.

Odyssey Manufacturing is pleased to offer Bay County a delivered price of $1.35 per gallon for its Ultrachlor 12.5 Trade Percent sodium hypochlorite for the initial one-year term of the contract. In addition to guaranteed pricing, Odyssey agrees to provide unlimited technical support to Bay County as exemplified by examples listed below. The purpose of this offer is to add additional value to Bay County as it evaluates the proposals it receives.

Enclosures (1) through (19) are provided to assist in Bay County's Bid Evaluation. Additionally, Odyssey makes the following claims or warrants:

- Enclosures (1) and (2) are required submittals as outlined in the IFB.
- Enclosure (3) is the Product Specification for Odyssey Ultrachlor sodium hypochlorite.
- Enclosure (4) is the NSF-60 certification for Odyssey Ultrachlor sodium hypochlorite.
- Enclosure (5) is an NSF-60 affidavit of compliance.
- Enclosure (6) is the third-party laboratory results for Odyssey Ultrachlor sodium hypochlorite as manufactured by Odyssey Manufacturing at its Tampa facility.
- Bay County currently uses Odyssey Manufacturing Co. and can pull samples at any of its water treatment or wastewater treatment plants to ascertain the quality of its sodium hypochlorite.
- Enclosure (7) is the last three years of NSF results for Odyssey's Tampa location which would be supplying the sodium hypochlorite.
- Enclosure (8) is a list of References is Attached to aid in the Proposal Evaluation. We have provided over ten references.
- Odyssey Manufacturing has no "Terminations" or "Debarments" as defined in your Solicitation in the past five years for any chemical that it sells. This is in sharp contrast to other chemical suppliers. Please do a website search or call our reference list to ascertain not only our record but those of other suppliers. Since there are no terminations or debarments, there is not an actual Enclosure (9).
- Safety is extremely important and should be a major consideration in the Utility's "informed decision process". Odyssey Manufacturing has one "Safety Incident" in the past five years. In August 2022, we had the rear brakes on a tanker catch fire while heading south on I-75 near Punta Gorda. The driver was unable to put out the fire with his extinguisher, so the Fire Department responded and put out the fire. The tanker breached from the fire and just over 1,000 gallons of sodium hypochlorite was spilled on the ground. Cleanup has been completed. This is the only incident that would go in Enclosure (10).
- Enclosure (11) is found in the information below in this paragraph. Emergency Preparedness Planning, Spill Response, Technical and Engineering Support and also emergency points of contact would be our Patrick H. Allman, General Manager (cellular 813-335-3444) who has a B.S. in Nuclear Engineering 1983 from the University of Virginia, Marvin Rakes, President (813-340-3675) who has a B.S. in Chemical Engineering 1985 from the University of North Carolina State or the on-duty Plant Supervisor (800-ODYSSEY). All technical and engineering assistance would be provided at no charge. As you know, Odyssey Manufacturing Co. has provided Bay County numerous amounts of emergency and technical support along with technical assistance over the past three years at no charge. These are just a few of the instances that come to mind:

    1) 7/8/2022 – Provided technical assistance with chemical feed problems at Bay County Booster Station and sent recommended replacement parts up with the next delivery.
    2) 4/13/2022 – Completed project to upgrade ferric sulfate system at the Bay County WTP. Odyssey was responsible for numerous design improvements.
    3) 12/9/2021 – Completed installation of new 8,000-gallon zinc orthophosphate and HFS tanks and associated piping at the Bay County WTP.
    4) 6/30/2021 – Got phone call from Bay County WWTP that their UV system had failed and they needed to feed sodium hypochlorite and sodium bisulfite. Went up next day and setup temporary sodium hypochlorite and sodium bisulfite systems. Did FDEP permit as part of the work.

5) 5/25/2021 – Completed installation of two new sodium hypochlorite tanks and associated piping at the Bay County North WWTP.
6) 07/20/2020 – Redesigned and completed installation of new sodium hypochlorite system at the Bay County WTP.
7) 07/20/2016 – Changed out sodium hypochlorite tank at the Bay County River Camp WWTP.
8) 09/26/2013 – Provided engineering and technical support and parts to chlorinate Bay County Booster Stations.
9) 08/17/2011 - Stopped by and inspected sulfuric acid system at WTP request. Sent recommendations but made immediate recommendation to add quill at injection point on raw water line. This was a critical item that had left unchecked would have resulted in repairs that would have taken away the raw water supply to Bay County's water plant for a significant period.
10) 04/06/2011 - Sent service technician up on an emergency basis the same day of the call to the North Bay WWTP with 1,100-gallon Snyder captor loaner tank. The existing 4,400-gallon Poly Processing SAFE Tank began leaking alum out the bottom fitting after being filled. Odyssey pumped out the alum to our loaner tank and hooked it up. The tank and gasket were fine, but the interior of the tank was all wavy. We installed second gasket. We filled the alum tank with water and bleach (it was filled with alga) and it passed this test.
11) 02/22/2011 – Provided training at no charge to the operators for the North Bay WWTP on the sodium hypochlorite and bisulfite systems during the initial plant startup period.
12) 10/27/2010 – Engineered permitted and installed sodium bisulfite and sodium hypochlorite systems at the new North Bay WWTF.
13) 04/01/2010 – Provided no cost engineering analysis with pricing to Paul Lackemacher with regard to bulk sodium hypochlorite vs. on-site generation of sodium hypochlorite.
14) 08/13/2010 – Completely rebuilt and redesigned the sodium hypochlorite system at the main WWTF resulting in significant savings because it allowed bulk deliveries of sodium hypochlorite in lieu of the more expensive drum deliveries. Additionally, the redesign significantly improved operator safety as well.

To provide additional information on the types of technical and emergency support Odyssey can provide, we have summarized the technical and emergency support we have provided to various customers over the past twenty years (below list suffices as Enclosure (12)):

1) 8/7/2022 – Got a phone call from the Aquatics Manager at the Okeechobee County pool. Their bleach tank had failed and had leaked into the containment. Provided immediate response to stabilize situation and then chanted out the tank the next morning without having any reportable spill. (Matt Gammill, Aquatics Manager, 863-447-0114).
2) 7/16/2022 – Got a phone call from Clay County Fleming Island WWTP that one of their 3,000-gallon sodium hypochlorite tanks had failed and was leaking. Sent a crew up the next day (Saturday) to remove tank and installed temporary 3,000-gallon double-walled tank. Response was such that there was no reportable spill (Phil Hendrix, WWTP Superintendent, 904-626-3889).
3) 7/7/2022 – Got a phone call from the Port Orange WWTP that one of their sodium hypochlorite tanks had failed. Setup temporary 5,250-gallon double-walled tank the next morning and pumped sodium hypochlorite over to it (Steve Parnell, Deputy Utility Director, 386-299-5731)
4) 8/4/2021 – Got a phone call from WWTP Manager at Pasco County that one of the 10,000-gallon sodium hypochlorite tanks has developed a pinhole leak. Odyssey responded that evening and stopped leak and then sent tanker over next morning to pump

out tank and take hypochlorite to another plant to avoid it leaking out into the containment. Odyssey later came back and replaced the leaking tank (Kevin Duffy, WWTP Manager, 727-992-7711).

5) 9/10/2021 – Got a phone call from Lead Operator at Wesley Center WWTP that factory installed bulkhead fitting for sight-glass had cracked and tank was leaking bleach into containment. Sent crew with pump out tank to pump out tank and repaired existing tank the same day (Greg Dzlegielewski, Chief Operator, 813-991-5613).
6) 8/10/11 – Hillsborough County (Glenn Yaney, Operations Manager, 813-448-4090). Customer called at 1400 and stated that the River Oaks WWTP surge tank was within two feet of overflowing and that the plant was at its maximum capacity and flows continued to run into plant from the excessive rains. They stated they had contacted the FDEP about the situation and the FDEP gave them permission to discharge to the creek if the wastewater was chlorinated and dechlorinated. Setup emergency hypochlorite and bisulfite systems including delivery of the chemicals to a 3,000-gallon tank and was pumping hypochlorite by midnight.
7) 7/22/2011 - Got a phone call from Lead Operator at Wesley Center WWTP on Friday night that their clarifier hypochlorite tank was full and leaking bleach out the bottom. Had tanker and crew out early on the following Saturday morning and pumped out tank and took hypochlorite to another plant. Replaced the tank the following Wednesday (Cathy Borden, Chief Operator, 727-991-5613)
8) 7/21/2011 – Got a phone call in late afternoon from Lead Operator at Sunburst WTP that the hypochlorite tank was leaking out the bottom fitting. Dispatched crew early next morning and pumped out and repaired tank and returned it to service. (David Flynn, Chief Water Operator, 727-992-0388)
9) 04/06/2011 - Sent service technician up on an emergency basis the same day of the call to the North Bay WWTP with 1,100-gallon Snyder captor loaner tank. The existing 4,400-gallon Poly Processing SAFE Tank began leaking alum out the bottom fitting after being filled. Odyssey pumped out the alum to our loaner tank and hooked it up. The tank and gasket were fine, but the interior of the tank was all wavy. We installed second gasket. We filled the alum tank with water and bleach (it was filled with alga) and it passed this test.
10) 3/6/2010 - City of Inverness (Mike Cherniak, VP Technical Services, 813-390-3799). Customer called Odyssey on Friday evening 3/5/10 and stated that their tank was leaking badly on the ground. Odyssey had a crew up there on Saturday morning 3/6/10 which pumped out the sodium hypochlorite to a temporary tank and kept the water plant on service.
11) 1/8/2010 – JEA (Mike Richardson, Utility Supervisor, 904-665-6815) Customer called Odyssey on Friday morning that their sodium hypochlorite tank at the Norwood WTP was leaking badly into the containment. Odyssey dispatched a tanker and crew with temporary tank and pumped out the hypochlorite from the bad tank to the tanker. Additionally, Odyssey setup the temporary tank to allow the water plant to maintain continuous disinfection and remain in service.
12) 12/24/2009 – Sarasota County Carlton WTP (Jim Armstrong, Water Production Manager, 352-861-1510) Got a phone call in the morning that their Peace River chlorination line installed several years earlier had broken and they had no way to disinfect the water they were sending out to their system from Peace River. Odyssey immediately dispatched a crew and had located and repaired the leak by that evening.
13) 5/11/2008 – Orange County Econ WTP (Carlos Torres, Orange County, Production Section Water Superintendent, 407-254-9500/5505) Odyssey received a phone call on Sunday morning that they would have to issue a boiled water notice if they could not get

a sodium hypochlorite deliver because their regular supplier had failed to make a delivery for a week and they were unable to get them to come despite repeated phone calls.

- We will use no subcontractors or affiliates in the performance of any work under this proposal. This is in sharp contrast to other suppliers in the marketplace all of whom use third party driving companies.
- Odyssey has no regulatory actions which includes fines, regulatory actions and consent orders relating to the operation of ALL its manufacturing and distribution facilities in the past five years. Note that the ITB did not require reporting of any FDOT fines (i.e., overweight tickets) since this has nothing to do with operation of its manufacturing and distribution facilities. We have had no consent orders from the FDEP or other regulatory agencies relating to the relating to the operation of our manufacturing facilities. This disclosure suffices for Enclosure (13)).
- Enclosure (14) is a copy of Odyssey's OSHA 300A/300 Logs for the past five years.
- Enclosure (15) is a Safety Data Sheet (SDS).
- Enclosure (16) are copies of all of Odyssey's Florida and US DOT inspections/audits in the past ten years.
- Odyssey Manufacturing Co. has two legally registered corporate officers: (1) Marvin Rakes, President; (2) Stephen Sidelko (Secretary). Mr. Sidelko sometimes refers to himself as the "CEO" of Odyssey but is not legally registered as such. The company is wholly and jointly owned by Stephen Sidelko and Duane Powell both of whom own 50% of Odyssey. Mr. Sidelko founded, owns and operates Sentry Industries, a sodium hypochlorite manufacturer located in Miami, Florida. Mr. Powell is deceased but prior to that he owned Powell Fabrication, a company who specializes in the manufacture and service of sodium hypochlorite manufacturing plants. Both are engineers with over sixty years of sodium hypochlorite experience between them. This disclosure takes the place of Enclosure (17) which is a corporate list of officers and owners.
- Odyssey takes no exceptions to the IFB solicitation (suffices for enclosure (18)).
- Enclosure (19) is documentation that Odyssey is certified to provide Continuing Education Credits (CEU's) to water and wastewater treatment plant operators through the Florida Water & Pollution Control Operator's Association (FWPCOA).
- Odyssey Manufacturing Co. is a Drug Free Workplace and has an active program in-place to randomly test its employees

Sodium hypochlorite is the only product that you purchase that has a very short shelf life. The shelf life is greatly impacted by the quality of the sodium hypochlorite. Product impurities such as metals and sludge are a significant source of this decomposition. In fact, one could easily feed twice as much product with poorer quality bleach and a 10% savings in unit cost could be overshadowed by a 50% increase in usage. Thus, differences between manufacturers in their manufacturing and delivery processes can have a dramatic difference on actual consumption. Additionally, the initial delivered strength can also impact the level of consumption. This means cost savings to the customer! Odyssey's unique manufacturing process results in significantly higher quality sodium hypochlorite that does not breakdown and decompose like other sodium hypochlorite manufacturers.

Over the past twelve years, Odyssey Manufacturing Co. has provided superior service to Bay County including never missing a delivery, providing emergency support on numerous occasions and providing a significant amount of technical assistance ***including numerous equipment repairs and deliveries***. As you know, we are the only chemical manufacturer/distributor that is open for manufacturing and deliveries 24 hours per day and 7 days per week (including holidays) and can be reached @800-ODYSSEY or facsimile (813) 630-2589. Additionally, Odyssey Manufacturing also

agrees to provide unlimited technical assistance to the Bay County assist it with its operations at no charge as part of the sodium hypochlorite supply. Such assistance includes, but is not limited to, operator training sessions, startup services, site inspections on behalf of the owner, drawing review, engineering and design. Odyssey has performed over twenty-five hundred chemical system installations in the State of Florida and assisted with numerous others. This is more than twenty-five hundred more than any other chemical supplier and also more than all of the engineers and contractors in the State of Florida combined. We are the only chemical supplier who has a licensed engineering firm (Odyssey Engineering Co.) and is a licensed general and plumbing contractor (we specialize in chemical system design, permitting, installations and maintenance).

Please call our customers to compare Odyssey Ultrachlor with other suppliers! Because of its short shelf life, buying a superior quality sodium hypochlorite will result in significant savings. We have examined your specifications and can comply with all the requirements. Additionally, we hereby provide written assurance of compliance with OSHA, EPA, NSF, and AWWA regulations and consent to provide samples to Bay County for testing if requested. We also agree to provide a safe handling training course and "refresher courses" for **all** of your chemicals for the duration of the contract. We have never failed to or refused to make a chemical delivery for any product we have been awarded a purchase order. Lastly, we agree to provide unlimited technical assistance. We take no exceptions to the bid documents. You may take a sample of our sodium hypochlorite at any time from any one of your facilities or from a truck at time of delivery. Please call me if you have any questions at 1-800-ODYSSEY or cellular (813) 335-3444 or visit our website @www.odysseymanufacturing.com. Thank you for your consideration.

Sincerely,

Patrick H. Allman
General Manager

BID FORM
ITB NO: 22-72

This proposal of Odyssey Manufacturing Company, hereinafter called "BIDDER," organized and existing under the laws of the State of Delaware doing business as S-Corporation (Insert "a corporation", "a partnership" or "an individual" as applicable), is hereby submitted to the Board of County Commissioners, Bay County, hereinafter called "OWNER."

In compliance with the Advertisement for Bids, BIDDER hereby proposes to perform all work, as detailed in this bid.

By submission of this BID, each Bidder certifies, and in the case of a joint BID each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication or agreement as to any matter relating to this BID with any other BIDDER or with any other competitor.

Vendor agrees to perform the entire work as indicated on the drawings and in compliance with the Contract Documents and Specifications, complete in every detail.

The **price per gallon of Sodium Hypochlorite delivered** is:

one dollar and thirty-five cents
(Words)

($ 1.35)

Submitted By: Odyssey Manufacturing Company
Name of Firm/Vendor Submitting This Bid

Bid Prepared By: Patrick Allman
Name of Individual Who Prepared This Bid

Contact Email: pallman@odysseymanufacturing.com

Address: 1484 Massaro Blvd., Tampa, Fl. 33619

Phone: 813/635-0339

Contractor's License No. CGC1516698 / CFC057182

Signature of Authorized Representative of Firm/Vendor — Date: 8/30/2022

SEAL: (If bid is by Corporation)

ORDER PLACEMENT INFORMATION

Order Placement Information:

Each bidder shall indicate the name, address, e-mail, and telephone number for the purpose of placing orders.

Order Placement Information:

Customer Service Rep./or Patrick Allman	813/635-0339
Contact Person	Telephone Number
1484 Massaro Blvd., Tampa,Fl. 33619	orders@odysseymanufacturing.com
Address	E-mail

ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of the following addenda:

ADDENDUM NO._____ DATED_____

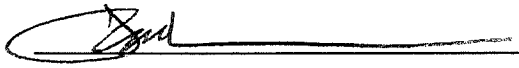
ADDENDUM NO._____ DATED_____

ADDENDUM NO._____ DATED_____

ADDENDUM NO._____ DATED_____

ADDENDUM NO._____ DATED_____

Name of Firm: Odyssey Manufacturing Company

Authorized Signature: 

Printed Name: Patrick Allman

Title: General Manager

Date: 8/30/2022

It is the responsibility of the firm to ensure that they have received addendums if issued.

Call (850) 248-8270 or email Purchasing@baycountyfl.gov prior to submitting your bid to ensure that you have received addendums.

ANTI-COLLUSION CLAUSE

Firm certifies that their response is made without prior understanding, agreement or connection with any Corporation, Firm or person submitting a response for the same services and is in all respects fair and without collusion or fraud.

Name of Firm: Odyssey Manufacturing Company

Authorized Signature: 

Printed Name: Patrick Allman

Title: General Manager

Date: 8/30/2022

CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST

Respondent Vendor Name: Odyssey Manufacturing Company

Vendor FEIN: 65-0846345

Vendor's Authorized Representative Name and Title: Patrick Allman, General Manager

Address: 1484 Massaro Blvd.

City: Tampa State: Fl. ZIP: 33619

Phone Number: 813/635-0339

Email Address: pallman@odysseymanufacturing.com

Section 287.135, Florida Statutes prohibits agencies from contracting with companies, for goods or services over $1,000,000, that are participating in a boycott of Israel, are on the Scrutinized Companies that Boycott Israel list, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the sector entitled "Respondent Vendor Name" is not participating in a boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and has not been engaged in business operations in Cuba or Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____
AUTHORIZED SIGNATURE

Print Name and Title: Patrick Allman, General Manager

Date: 8/30/2022

CONFLICT OF INTEREST DISCLOSURE FORM

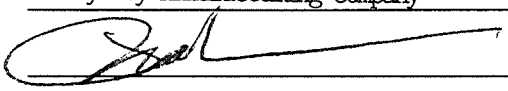
For purposes of determining any possible conflict of interest, all firms, must disclose if any Bay County Board of County Commissioner(s), employee(s), elected officials(s), or any of its agencies is also an owner, corporate officer, agency, employee, etc., of their firm.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your firm), or "no". If yes, give person(s) name(s) and position(s) with your firm.

YES_____ NO ✓

NAME(S)	**POSITION(S)**

Name of Firm: Odyssey Manufacturing Company

Authorized Signature: 

Printed Name: Patrick Allman

Title: General Manager

Date: 8/30/2022

IDENTICAL TIE BIDS/DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more submittals, which are equal with respect to price, quality, and service, are received by the County for the procurement of commodities or contractual services, a submittal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied firms have a drug-free workplace program. To have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

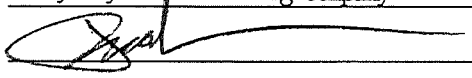
As the person authorized to sign the statement, I certify the following:

(Check one and sign in the space provided.)

____x____ This firm complies fully with the above requirements.

_____ This firm does not have a drug free work place program at this time.

Name of Firm: Odyssey Manufacturing Company

Authorized Signature: 

Printed Name: Patrick Allman

Title: General Manager

SUB-CONTRACTORS

As the bidder, I submit a listing of the Sub-Contractors which I shall use to accomplish the Work. Sub-Contractors are listed by name, address, amount of work and item of work. If none, please state so.

Subcontractor Name and Address: NONE

Work to be performed and $ amount: _____

Subcontractor Name and Address: _____

Work to be performed and $ amount: _____

Subcontractor Name and Address: _____

Work to be performed and $ amount: _____

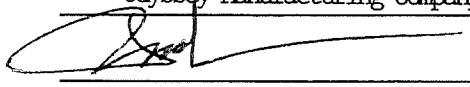
Subcontractor Name and Address: _____

Work to be performed and $ amount: _____

Subcontractor Name and Address: _____

Work to be performed and $ amount: _____

Name of Firm: Odyssey Manufacturing Company

Authorized Signature: 

Printed Name: Patrick Allman

Title: General Manager

Date: 8/30/2022

ODYSSEY
MANUFACTURING CO.

May 17, 2022

Re: **CORPORATE RESOLUTION FOR AUTHORITY TO SIGN BIDS, BID FORMS, CONTRACTS, BONDS & PERMITS ON BEHALF OF ODYSSEY MANUFACTURING CO.**

To Whom It May Concern,

WHEREAS, the Board of Directors of Odyssey Manufacturing Co. has determined it to be in the best interest of the Corporation to establish a Corporate Resolution. Be it: RESOLVED, The undersigned hereby certifies that Patrick H. Allman, its General Manager, is authorized to sign bids and all bid forms; to execute agreements and any documents associated with these agreements; to sign bonds of any type; and to sign any permit documents on behalf of Odyssey Manufacturing Co. Additionally, the undersigned is the duly elected and qualified Secretary and the custodian of the books and records and seal of Odyssey Manufacturing Co., a corporation duly formed pursuant to the laws of the state of Delaware and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on May 17, 2022, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 17th day of May, 2022.

Stephen Sidelko, Secretary

CORPORATE SEAL

Marvin T. Rakes, President

ODYSSEY
MANUFACTURING CO.

ODYSSEY MANUFACTURING CO.

08/20/17

Ultra-Chlor Sodium Hypochlorite Specification

For

12.5 Trade Percent Available Chlorine

Item	Guarantees	Typical Values
Chemical Formula:	NaOCl in water	NaOCl in water
Delivered Grams per Liter:	≥120 GPL	122 - 125 GPL
Delivered Trade Percent/Percent by Volume	>12,0	12.2 – 12.5
Specific Gravity Range:	1.159 - 1.169	1.163 - 1.165
% by Weight Excess Sodium Hydroxide:	0.2 – 0.4	0.25 – 0.35
pH:	12.5 – 13.0	12.6 – 12.9
Weight % Available Chlorine:	≥10.4	10.55 - 10.8
Weight % Sodium Hypochlorite:	≥10.8	11.0 - 11.3
lb/gallon Available Chlorine:	≥1 lb/gallon	1.03 - 1.04 lb/gallon
Gallons required to Obtain 1lb of Chlorine:	.96 - 1 gallon	.96 - .97 gallon
Iron (Fe):	<0.30 mg/L	.1 - .2 mg/L
Copper (Cu):	<0.03 mg/L	Not detectable
Nickel (Ni):	<0.03 mg/L	Not detectable
Manganese (Mn):	<0.03 mg/L	Not detectable
Selenium (Se):	<.02 mg/L	Not detectable
Bromate:	<20 mg/L	0 – 5 mg/L
Perchlorate (At time of manufacture):	<10 mg/L	Not Detectable
Chlorate (At time of manufacture):	<2,000 mg/L	500-1,000 mg/L
Viscosity (Varies with temperature):	1.75 – 2.50 centipois	1.75 – 2.50 centipois
Specific Heat:	.90 - .94 Cal./gm/deg C	.91 - .93 Cal./gm/deg C
Thermal Conductivity :	.2 - .4 W/m/deg C	.3 - .35 W/m/deg C
Suspended Solids Test (e.g. Filter Test):	<3 minutes	.9 – 1.25 minutes
Appearance:	Greenish-yellow liquid	Greenish-yellow liquid

Note: Product is certified to meet ANSI/NSF Standard 60 and is in compliance with ANSI/AWWA Standard B300-10.

OFFICIAL LISTING

NSF certifies that the products appearing on this Listing conform to the requirements of NSF/ANSI/CAN 60 - Drinking Water Treatment Chemicals - Health Effects

This is the Official Listing recorded on May 6, 2022.

Odyssey Manufacturing Company
1484 Massaro Boulevard
Tampa, FL 33619
813-635-0339

Facility: Tampa, FL (T1)

Chemical/ Trade Designation	Function	Max Use
Sodium Hypochlorite [HY]		
Sodium Hypochlorite 12.5 Trade Percent	Disinfection & Oxidation	94 mg/L
Sodium Hypochlorite 12.5 Weight Percent	Disinfection & Oxidation	84 mg/L
Ultrachlor	Disinfection & Oxidation	94 mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

Facility: Tampa, FL (T2)

Chemical/ Trade Designation	Function	Max Use
Hydrochloric Acid		
Hydrochloric Acid - 18 Baume	Corrosion & Scale Control	40 mg/L
Hydrochloric Acid - 20 Baume	Corrosion & Scale Control	40 mg/L
Hydrochloric Acid - 22 Baume	Corrosion & Scale Control	40 mg/L
Sodium Bisulfite [1]		
38% - 40% Sodium Bisulfite Solution	Dechlorination	50 mg/L
Sodium Chloride [2]		
Sodium Chloride	Electrolytic Chlorination Softener	NA
Sodium Hydroxide		
25% Sodium Hydroxide	Corrosion & Scale Control pH Adjustment	200 mg/L
50% Sodium Hydroxide	Corrosion & Scale Control pH Adjustment	100 mg/L
Sodium Hypochlorite [HY]		
Ultrachlor 12.5 Trade Percent Sodium Hypochlorite	Disinfection & Oxidation	70 mg/L

Note: Additions shall not be made to this document without prior evaluation and acceptance by NSF.

25070

789 N. Dixboro Road, Ann Arbor, Michigan 48105-9723 USA
1-800-NSF-MARK / 734-769-8010
www.nsf.org

[1] This product contains sulfite. Sulfites have been known to cause potentially lethal allergic reactions in sulfite-sensitive individuals. The maximum recommended allowable residual sulfite level in the finished drinking water is 100 ppb (0.1 mg/L).

[2] For electrolytic sodium hypochlorite generator use of this product, the maximum disinfectant feed concentration shall not exceed 10 mg Cl2/L. This requirement limits bromate production in the effluent sodium hypochlorite and is based on the bromide concentration in the salt.

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

Facility: Lantana, FL

Chemical/ Trade Designation	Function	Max Use
Sodium Hydroxide		
25% Sodium Hydroxide	Corrosion & Scale Control pH Adjustment	200 mg/L
50% Sodium Hydroxide	Corrosion & Scale Control pH Adjustment	100 mg/L
Sodium Hypochlorite [HY]		
Ultrachlor 12.5 Trade Percent Sodium Hypochlorite	Disinfection & Oxidation	70 mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

Note: Additions shall not be made to this document without prior evaluation and acceptance by NSF.

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ODYSSEY
MANUFACTURING CO.

AFFIDAVIT OF COMPLIANCE FOR

Bay County

ITB No. 22-72 LIQUID Sodium HYPOCHLORITE

This is to certify that as required, all sodium hypochlorite to be furnished under this Bid/Proposal will comply with AWWA Standard B300-18 (the most recent standard available at the time of this Bid/Proposal) as such may be amended and also the Specification for this bid. Further, this is to certify that all sodium hypochlorite to be furnished under this Bid/Proposal will comply with NSF Standard 60 and is certified by NSF as such. Further, the sodium hypochlorite supplied under this bid/proposal is in compliance with Water Chemicals Codex directives, latest revision, for impurity limits.

Patrick H. Allman

General Manager

Attest

Secretary

NovaChem

Laboratories, Inc

Date: 7 June 2021

Call for results over the phone
513-523-3605

Odyssey Bleach Analysis Results
Received 27 May 2021

Parameter		
Wt% NaOCl	11.24	
GPL Available Chlorine	124	
Trade %	12.4	
Wt% NaOH	0.381	
Calculated pH	13.0	
Wt% Na_2CO_3	0.160	
Density, g/mL	1.1598	
Bromate ion, mg/L	<5	DL = 5 mg/L
Chlorate ion, mg/L	468	DL = 100 mg/L
Perchlorate ion, mg/L	<5	
Iron, mg/L	0.07	DL = 0.02 mg/L
Copper, mg/L	0.02	DL = 0.02 mg/L
Nickel, mg/L	<0.02	DL = 0.02 mg/L
Chloride ion, g/L	75	
Sodium, g/L (estimate)	53	
Wt% Suspended Solids	0.003	
Total Dissolved Solids, g/mL	0.80	
Filter Test (1,000 mL)	1 min 03 sec (Millipore 0.8 uM, type AWWP)	

B.P. Bubnis B.P. Bubnis *7 June 2021*

5172 College Corner Pike, P.O. Box 638, Oxford, Ohio 45056
Tel: 513-523-3605, FAX: 513-523-4025
www.novachemlabs.com
E-Mail: bbubnis@novachemlabs.com

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Live Safer™

EVALUATION REPORT

Send To: 25070
Mr. Patrick Allman
Odyssey Manufacturing Company
1484 Massaro Boulevard
Tampa, FL 33619

Facility: 25071
Odyssey Manufacturing Company
1484 Massaro Boulevard
Tampa FL 33619
United States

Result	**PASS**	Report Date	31-MAR-2020
Customer Name	Odyssey Manufacturing Company		
Tested To	NSF/ANSI/CAN 60		
Description	Ultrachlor | Liquid		
Trade Designation	Ultrachlor		
Test Type	Annual Collection		
Job Number	A-00343934		
Project Number	W0586381		
Project Manager	Lena Hope		

This report documents the testing of the referenced product to the requirements of NSF/ANSI Standard 60 (Drinking Water Treatment Chemicals - Health Effects). This standard establishes minimum requirements for chemicals, the chemical contaminants, and impurities that are added to drinking water from drinking water treatment chemicals. Contaminants produced as by-products through reaction of the treatment chemical with a constituent of the drinking water are not covered by this Standard. Reference the "About the Standard" section at the end of this report for additional information about NSF/ANSI Standard 60 and the products covered under this Standard.

Thank you for having your product tested by NSF International.

Please contact your Project Manager if you have any questions or concerns pertaining to this report.

Report Authorization Scott E. Randall **Date** 31-MAR-2020

Scott E. Randall - Technical Operations Manager, Water

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General Information

Standard: NSF/ANSI/CAN 60

Chemical Name: Sodium Hypochlorite
Maximum Use Level: 94 mg/L
Monitor Code: A
Physical Description of Sample: Liquid
Tested DCC Number: DA02366
Trade Designation/Model Number: Ultrachlor

Sample Id: **S-0001694830**
Description: Ultrachlor | Liquid
Sampled Date: 23-Mar-2020
Received Date: 16-Mar-2020

Tox Normalization Information:		Lab Normalization Information:	
Calculated NF	0.0934	Date exposure completed	23-MAR-2020
Preparation method used	B	Final volume of solution	0.5 L
MUL	94 mg/L	Mass of material used	503 mg
Compound Reference Key:	SPAC		

Normalization Calculation:

Normalized Result = Test Result (ug/L) * NF Where NF = MUL (mg/L) * $\frac{\text{Final Volume Of Solution (L)}}{\text{Mass of Material Used (mg)}}$

- *MUL = Maximum Use Level;*
- *Mass of Material Used = The mass of sample analyzed in the laboratory;*
- *Final Volume of Solution = The volume of water used to dilute the sample;*
- *An additional factor may be used to adjust the analytical result to field use conditions to account for product carryover, flushing, or other assumptions stipulated with the use of the product. If an additional factor is used, it is included in the information above.*

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Chemistry Lab							
Metals II in water by ICPMS (Ref: EPA 200.8)							
Arsenic	ug/L	ND(1)	ND(20)	ND(1)	ND(0.09)	1	Pass
Barium	ug/L	ND(1)	ND(20)	ND(1)	ND(0.09)	200	Pass
Beryllium	ug/L	ND(0.5)	ND(10)	ND(0.5)	ND(0.05)	0.4	Pass
Cadmium	ug/L	ND(0.2)	ND(4)	ND(0.2)	ND(0.02)	0.5	Pass
Chromium	ug/L	ND(1)	ND(20)	ND(1)	ND(0.09)		
Copper	ug/L	ND(1)	ND(20)	ND(1)	ND(0.09)	130	Pass
Mercury	ug/L	ND(0.2)	ND(4)	ND(0.2)	ND(0.02)	0.2	Pass
Lead	ug/L	ND(0.5)	ND(10)	ND(0.5)	ND(0.05)	0.5	Pass
Antimony	ug/L	ND(0.5)	ND(10)	ND(0.5)	ND(0.05)	0.6	Pass
Selenium	ug/L	ND(1)	ND(20)	ND(1)	ND(0.09)	5	Pass
Thallium	ug/L	ND(0.2)	ND(4)	ND(0.2)	ND(0.02)	0.2	Pass
Volatile Organic Compounds (Ref: EPA 524.2)							
Dichlorodifluoromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
Chloromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	3	Pass
Vinyl Chloride	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.2	Pass
Bromomethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	1	Pass
Chloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.04	Pass

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Sample Id: **S-0001694830**

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Chemistry Lab (Continued)							
Trichlorofluoromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	50	Pass
Trichlorotrifluoroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
Methylene Chloride	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
1,1-Dichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.7	Pass
trans-1,2-Dichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	10	Pass
1,1-Dichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
2,2-Dichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
cis-1,2-Dichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	7	Pass
Chloroform	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	[TTHM]	
Bromochloromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
1,1,1-Trichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	20	Pass
1,1-Dichloropropene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
Carbon Tetrachloride	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
1,2-Dichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
Trichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
1,2-Dichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
Bromodichloromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	[TTHM]	
Dibromomethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
cis-1,3-Dichloropropene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.2	Pass
trans-1,3-Dichloropropene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.2	Pass
1,1,2-Trichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
1,3-Dichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	10	Pass
Tetrachloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
Chlorodibromomethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	[TTHM]	
Chlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	10	Pass
1,1,1,2-Tetrachloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	1	Pass
Bromoform	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	[TTHM]	
1,1,2,2-Tetrachloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.2	Pass
1,2,3-Trichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	4	Pass
1,3-Dichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	60	Pass
1,4-Dichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	7.5	Pass
1,2-Dichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	60	Pass
Carbon Disulfide	ug/L	ND(2)	ND(1)	ND(2)	ND(0.2)	70	Pass
Methyl-tert-Butyl Ether (MTBE)	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	8000	Pass
tert-Butyl ethyl ether	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	2000	Pass
Methyl Ethyl Ketone	ug/L	ND(10)	ND(5)	ND(10)	ND(0.93)	400	Pass
Methyl Isobutyl Ketone	ug/L	ND(10)	ND(5)	ND(10)	ND(0.93)	700	Pass
Toluene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	6	Pass

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Sample Id: **S-0001694830**

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Chemistry Lab (Continued)							
Ethyl Benzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	14	Pass
m+p-Xylenes	ug/L	ND(2)	ND(1)	ND(2)	ND(0.2)	[Xylenes]	
o-Xylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	[Xylenes]	
Styrene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	10	Pass
Isopropylbenzene (Cumene)	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	70	Pass
n-Propylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
Bromobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
2-Chlorotoluene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
4-Chlorotoluene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
1,3,5-Trimethylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
tert-Butylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
1,2,4-Trimethylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
sec-Butylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
p-Isopropyltoluene (Cymene)	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
1,2,3-Trimethylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
n-Butylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
1,2,4-Trichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	7	Pass
Hexachlorobutadiene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.4	Pass
1,2,3-Trichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
Naphthalene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	10	Pass
Benzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
Total Trihalomethanes	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	8	Pass
Total Xylenes	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	9	Pass

1 - If the acceptance criteria is blank and the evaluation status is "Fail", then the criteria used will be noted on the letter accompanying these results.

[Xylenes] - Acceptance based on Total Xylenes

[TTHM] - Acceptance based on Total Trihalomethanes

Sample Id: **S-0001694831**
Description: Ultrachlor | Liquid
Sampled Date: 11-Mar-2020
Received Date: 16-Mar-2020

Quenched Date: 11-MAR-2020 03:30

Tox Normalization Information:		**Lab Normalization Information:**	
Calculated NF	0.000000086(	Date exposure completed	16-MAR-2020
MUL	94 mg/L		
Density Value Applied	1.2 g/mL		
Compound Reference Key:	SPAC		

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Sample Id: **S-0001694831**

Normalization Calculation:

Normalized Result = Test Result * NF * (10^3ug/L mg)

Where NF = MUL (mg/L) * Malonic Acid Dilution Correction (ml/ml) * (1/Product Density (g/ml)) * $\frac{1\ L}{10^3 ml} * \frac{1\ g}{10^3 mg}$

- Malonic Acid Dilution Correction = ((Volume of Hypochlorite Sampled + Malonic Acid) / Volume of Hypochlorite Sampled)
*- Volume of Hypochlorite Sampled = (Volume of Hypochlorite Sample Received(ml) - (Malonic Acid (g) * (1 / Density of Malonic Acid (g/ml))))*
- Volume of Hypochlorite Sample Received = Volume of Hypochlorite Sampled + Malonic Acid
- Unit conversion: 1 L = 10^3ml, 1 g = 10^3mg;

Testing Parameter	Units	Sample Result	Norm. Units	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Chemistry Lab						
Oxyhalides in Bleach by LCMS						
Perchlorate	mg/L	ND(1)	ug/L	ND(0.09) ug/L	5	Pass
Chlorate	mg/L	500	ug/L	43 ug/L	300	
Bromate	mg/L	ND(1)	ug/L	ND(0.09) ug/L	3.3	Pass

1 - If the acceptance criteria is blank and the evaluation status is "Fail", then the criteria used will be noted on the letter accompanying these results.

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Common Terms and Acronyms Used:

Sample.....	Test result on the submitted product sample after prepared or exposed in accordance with the standard.
Control.....	Test result on a laboratory blank sample analyzed in parallel with the sample.
Result.....	Sample test result minus the Control test result.
Normalized Result...	Result normalized in accordance with the test standard to reflect potential at-the-tap concentrations
ND().....	Result is below the detection level of the analytical procedure as identified in the parenthesis.
DCC Number.....	NSF document control code of the registered formulation of the product tested
ug/L.....	Microgram per liter = 0.001 milligram per liter (mg/L)
SPAC.....	Acceptance criteria of the standard (Single Product Allowable Concentration)

References to Testing Procedures:

NSF Reference	Parameter / Test Description
C0931	Oxyhalides in Bleach by LCMS
C1183	Metals II in water by ICPMS (Ref: EPA 200.8)
C4662	Volatile Organic Compounds (Ref: EPA 524.2)

Test descriptions preceded by an asterisk "*" indicate that testing has been performed per NSF International requirements but is not within its scope of accreditation.

Unless otherwise indicated, method uncertainties are not applied in any determinations of conformity. Testing utilizes the requested sections of any referenced standards, which may not be the entire standard.

Testing Laboratories:

	Id	Address
All work performed at: →	NSF_AA	NSF International 789 N. Dixboro Road Ann Arbor MI 48105

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About the Standard:

NSF/ANSI Standard 60: Drinking Water Treatment Chemicals - Health Effects

NSF/ANSI 60 establishes minimum health effects requirements for the chemicals, the chemical contaminants, and the impurities that are directly added to drinking water from drinking water treatment chemicals. It does not establish performance or taste and odor requirements. The standard contains requirements for chemicals that are directly added to water and are intended to be present in the finished water as well as other chemical products that are added to water but are not intended to be present in the finished water. Chemicals covered by this Standard include, but are not limited to, coagulation and flocculation chemicals, softening, precipitation, sequestering, pH adjustment, and corrosion/scale control chemicals, disinfection and oxidation chemicals, miscellaneous treatment chemicals, and miscellaneous water supply chemicals.

The testing performed to this standard is done to estimate the level of contaminants or impurities added to drinking water when the chemical is used at the "Maximum Use Level" under attestment. Prior to testing, information is obtained on the formulation and sources of supply used to manufacture the chemical. This information is then reviewed along with the minimum requirements of the standard to establish the potential contaminants of concern. A representative sample of chemical is obtained for testing. The chemical sample is prepared for analysis through specific methods established in the standard based on the type of chemical and then is analyzed for potential contaminants determined during the formulation review. The laboratory results are normalized to represent potential at-the-tap values and then compared to the "single product allowable concentration" (SPAC) established by the standard. The product is found in compliance with the standard if the normalized value is less than or equal to the allowable concentration.

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EVALUATION REPORT

Send To: 25070
Mr. Patrick Allman
Odyssey Manufacturing Company
1484 Massaro Boulevard
Tampa, FL 33619

Facility: 25071
Odyssey Manufacturing Company
1484 Massaro Boulevard
Tampa FL 33619
United States

Result	**PASS**	Report Date 27-SEP-2019
Customer Name	Odyssey Manufacturing Company	
Tested To	NSF/ANSI/CAN 60	
Description	Sodium Hypochlorite 12.5% Trade Percent | LIQUID	
Trade Designation	Sodium Hypochlorite 12.5% Trade Percent	
Test Type	Annual Collection	
Job Number	A-00314201	
Project Number	W0534267	
Project Manager	Lena Hope	

This report documents the testing of the referenced product to the requirements of NSF/ANSI Standard 60 (Drinking Water Treatment Chemicals - Health Effects). This standard establishes minimum requirements for chemicals, the chemical contaminants, and impurities that are added to drinking water from drinking water treatment chemicals. Contaminants produced as by-products through reaction of the treatment chemical with a constituent of the drinking water are not covered by this Standard. Reference the "About the Standard" section at the end of this report for additional information about NSF/ANSI Standard 60 and the products covered under this Standard.

Thank you for having your product tested by NSF International.

Please contact your Project Manager if you have any questions or concerns pertaining to this report.

Report Authorization Scott E Randall **Date** 27-SEP-2019

Scott E. Randall - Technical Operations Manager, Water

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General Information

Standard: NSF/ANSI/CAN 60

Chemical Name: Sodium Hypochlorite
DCC Number: DA02366
Maximum Use Level: 94 mg/L
Monitor Code: A
Physical Description of Sample: LIQUID
Trade Designation/Model Number: Sodium Hypochlorite 12.5% Trade Percent

Sample Id: **S-0001632671**
Description: Sodium Hypochlorite 12.5% Trade Percent | LIQUID
Sampled Date: 23-Aug-2019
Received Date: 08-Aug-2019
Quenched Date: 23-AUG-2019 06:15

Tox Normalization Information:		Lab Normalization Information:	
Calculated NF	0.000000090	Date exposure completed	26-AUG-2019
MUL	94 mg/L		
Density Value Applied	1.16 g/mL		
Compound Reference Key:	SPAC		

Normalization Calculation:

Normalized Result = Test Result * NF * (10^3ug/L mg)

Where NF = MUL (mg/L) * Malonic Acid Dilution Correction (ml/ml) * (1/Product Density (g/ml)) * $\frac{1\ L}{10^3 ml} * \frac{1\ g}{10^3 mg}$

- *Malonic Acid Dilution Correction = ((Volume of Hypochlorite Sampled + Malonic Acid) / Volume of Hypochlorite Sampled)*
- *Volume of Hypochlorite Sampled = (Volume of Hypochlorite Sample Received(ml) - (Malonic Acid (g) * (1 / Density of Malonic Acid (g/ml))))*
- *Volume of Hypochlorite Sample Received = Volume of Hypochlorite Sampled + Malonic Acid*
- *Unit conversion: 1 L = 10^3ml, 1 g = 10^3mg;*

Testing Parameter	Units	Sample	Result	Norm. Units	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Chemistry Lab							
Oxyhalides in Bleach by LCMS							
Perchlorate	mg/L	ND(1)	ND(1)	ug/L	ND(0.09) ug/L	5	Pass
Chlorate	mg/L	1600	1600	ug/L	150 ug/L	300	
Bromate	mg/L	ND(1)	ND(1)	ug/L	ND(0.09) ug/L	3.3	Pass

1 - If the acceptance criteria is blank and the evaluation status is "Fail", then the criteria used will be noted on the letter accompanying these results.

Sample Id: **S-0001643920**
Description: Sodium Hypochlorite 12.5% Trade Percent | LIQUID
Sampled Date: 18-Sep-2019
Received Date: 08-Aug-2019

Tox Normalization Information:		Lab Normalization Information:	
Calculated NF	0.0961	Date exposure completed	18-SEP-2019
Preparation method used	B	Final volume of solution	0.5 L
MUL	94 mg/L	Mass of material used	489 mg
Compound Reference Key:	SPAC		

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Sample Id: **S-0001643920**

Normalization Calculation:

Normalized Result = Test Result (ug/L) * NF Where NF = MUL (mg/L) * $\frac{\text{Final Volume Of Solution (L)}}{\text{Mass of Material Used (mg)}}$

- *MUL = Maximum Use Level;*
- *Mass of Material Used = The mass of sample analyzed in the laboratory;*
- *Final Volume of Solution = The volume of water used to dilute the sample;*
- *An additional factor may be used to adjust the analytical result to field use conditions to account for product carryover, flushing, or other assumptions stipulated with the use of the product. If an additional factor is used, it is included in the information above.*

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Chemistry Lab							
Metals II in water by ICPMS (Ref: EPA 200.8)							
Arsenic	ug/L	ND(1)	ND(1)	ND(1)	ND(0.1)	1	Pass
Barium	ug/L	ND(1)	ND(1)	ND(1)	ND(0.1)	200	Pass
Beryllium	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	0.4	Pass
Cadmium	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.02)	0.5	Pass
Chromium	ug/L	ND(1)	ND(1)	ND(1)	ND(0.1)		
Copper	ug/L	ND(1)	ND(1)	ND(1)	ND(0.1)	130	Pass
Mercury	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.02)	0.2	Pass
Lead	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	0.5	Pass
Antimony	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	0.6	Pass
Selenium	ug/L	ND(1)	ND(1)	ND(1)	ND(0.1)	5	Pass
Thallium	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.02)	0.2	Pass
Volatile Organic Compounds (Ref: EPA 524.2)							
Dichlorodifluoromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.3	Pass
Chloromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	3	Pass
Vinyl Chloride	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.2	Pass
Bromomethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	1	Pass
Chloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.04	Pass
Trichlorofluoromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	50	Pass
Trichlorotrifluoroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.3	Pass
Methylene Chloride	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.5	Pass
1,1-Dichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.7	Pass
trans-1,2-Dichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	10	Pass
1,1-Dichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.3	Pass
2,2-Dichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
cis-1,2-Dichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	7	Pass
Chloroform	ug/L	ND(1)	0.7	ND(1)	ND(0.1)	[TTHM]	
Bromochloromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.3	Pass
1,1,1-Trichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	20	Pass
1,1-Dichloropropene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
Carbon Tetrachloride	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.5	Pass

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Sample Id: **S-0001643920**

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Chemistry Lab (Continued)							
1,2-Dichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.5	Pass
Trichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.5	Pass
1,2-Dichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.5	Pass
Bromodichloromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	[TTHM]	
Dibromomethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
cis-1,3-Dichloropropene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.2	Pass
trans-1,3-Dichloropropene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.2	Pass
1,1,2-Trichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
1,3-Dichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	10	Pass
Tetrachloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.5	Pass
Chlorodibromomethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	[TTHM]	
Chlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	10	Pass
1,1,1,2-Tetrachloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	1	Pass
Bromoform	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	[TTHM]	
1,1,2,2-Tetrachloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.2	Pass
1,2,3-Trichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	4	Pass
1,3-Dichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	60	Pass
1,4-Dichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	7.5	Pass
1,2-Dichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	60	Pass
Carbon Disulfide	ug/L	ND(2)	ND(1)	ND(2)	ND(0.2)	70	Pass
Methyl-tert-Butyl Ether (MTBE)	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	10	Pass
tert-Butyl ethyl ether	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	2000	Pass
Methyl Ethyl Ketone	ug/L	ND(10)	ND(5)	ND(10)	ND(0.96)	400	Pass
Methyl Isobutyl Ketone	ug/L	ND(10)	ND(5)	ND(10)	ND(0.96)	700	Pass
Toluene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	6	Pass
Ethyl Benzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	14	Pass
m+p-Xylenes	ug/L	ND(2)	ND(1)	ND(2)	ND(0.2)	[Xylenes]	
o-Xylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	[Xylenes]	
Styrene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	10	Pass
Isopropylbenzene (Cumene)	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	70	Pass
n-Propylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
Bromobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
2-Chlorotoluene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
4-Chlorotoluene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
1,3,5-Trimethylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
tert-Butylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
1,2,4-Trimethylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
sec-Butylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		

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Sample Id: **S-0001643920**

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Chemistry Lab (Continued)							
p-Isopropyltoluene (Cymene)	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
1,2,3-Trimethylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
n-Butylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
1,2,4-Trichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	7	Pass
Hexachlorobutadiene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.4	Pass
1,2,3-Trichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
Naphthalene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	10	Pass
Benzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.5	Pass
Total Trihalomethanes	ug/L	ND(0.5)	0.7	ND(0.5)	ND(0.05)	8	Pass
Total Xylenes	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	9	Pass
1 - If the acceptance criteria is blank and the evaluation status is "Fail", then the criteria used will be noted on the letter accompanying these results.							
[TTHM] - Acceptance based on Total Trihalomethanes							
[Xylenes] - Acceptance based on Total Xylenes							

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Common Terms and Acronyms Used:

Sample.....	Test result on the submitted product sample after prepared or exposed in accordance with the standard.
Control.....	Test result on a laboratory blank sample analyzed in parallel with the sample.
Result.....	Sample test result minus the Control test result.
Normalized Result...	Result normalized in accordance with the test standard to reflect potential at-the-tap concentrations
ND().....	Result is below the detection level of the analytical procedure as identified in the parenthesis.
DCC Number.....	NSF document control code of the registered formulation of the product tested
ug/L.....	Microgram per liter = 0.001 milligram per liter (mg/L)
SPAC.....	Acceptance criteria of the standard (Single Product Allowable Concentration)

References to Testing Procedures:

NSF Reference	Parameter / Test Description
C0931	Oxyhalides in Bleach by LCMS
C1183	Metals II in water by ICPMS (Ref: EPA 200.8)
C4662	Volatile Organic Compounds (Ref: EPA 524.2)

Test descriptions preceded by an asterisk "*" indicate that testing has been performed per NSF International requirements but is not within its scope of accreditation.

Unless otherwise indicated, method uncertainties are not applied in any determinations of conformity. Testing utilizes the requested sections of any referenced standards, which may not be the entire standard.

Testing Laboratories:

	Id	Address
All work performed at: ⟶	NSF_AA	NSF International 789 N. Dixboro Road Ann Arbor MI 48105

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About the Standard:

NSF/ANSI Standard 60: Drinking Water Treatment Chemicals - Health Effects

NSF/ANSI 60 establishes minimum health effects requirements for the chemicals, the chemical contaminants, and the impurities that are directly added to drinking water from drinking water treatment chemicals. It does not establish performance or taste and odor requirements. The standard contains requirements for chemicals that are directly added to water and are intended to be present in the finished water as well as other chemical products that are added to water but are not intended to be present in the finished water. Chemicals covered by this Standard include, but are not limited to, coagulation and flocculation chemicals, softening, precipitation, sequestering, pH adjustment, and corrosion/scale control chemicals, disinfection and oxidation chemicals, miscellaneous treatment chemicals, and miscellaneous water supply chemicals.

The testing performed to this standard is done to estimate the level of contaminants or impurities added to drinking water when the chemical is used at the "Maximum Use Level" under attestment. Prior to testing, information is obtained on the formulation and sources of supply used to manufacture the chemical. This information is then reviewed along with the minimum requirements of the standard to establish the potential contaminants of concern. A representative sample of chemical is obtained for testing. The chemical sample is prepared for analysis through specific methods established in the standard based on the type of chemical and then is analyzed for potential contaminants determined during the formulation review. The laboratory results are normalized to represent potential at-the-tap values and then compared to the "single product allowable concentration" (SPAC) established by the standard. The product is found in compliance with the standard if the normalized value is less than or equal to the allowable concentration.

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TEST REPORT

Send To: 25070
Mr. Patrick Allman
Odyssey Manufacturing Company
1484 Massaro Boulevard
Tampa, FL 33619

Facility: 25071
Odyssey Manufacturing Company
1484 Massaro Boulevard
Tampa FL 33619
United States

Result	**PASS**	Report Date	16-NOV-2018
Customer Name	Odyssey Manufacturing Company		
Tested To	NSF/ANSI 60		
Description	Ultrachlor | Liquid		
Trade Designation	Ultrachlor		
Test Type	Annual Collection		
Job Number	A-00277783		
Project Number	W0438228		
Project Manager	Lena Hope		

This report documents the testing of the referenced product to the requirements of NSF/ANSI Standard 60 (Drinking Water Treatment Chemicals - Health Effects). This standard establishes minimum requirements for chemicals, the chemical contaminants, and impurities that are added to drinking water from drinking water treatment chemicals. Contaminants produced as by-products through reaction of the treatment chemical with a constituent of the drinking water are not covered by this Standard. Reference the "About the Standard" section at the end of this report for additional information about NSF/ANSI Standard 60 and the products covered under this Standard.

Thank you for having your product tested by NSF International.

Please contact your Project Manager if you have any questions or concerns pertaining to this report.

Report Authorization Amanda Phelka - Director, Toxicology Services **Date** 16-NOV-2018

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General Information

Standard: NSF/ANSI 60

Chemical Name: Sodium Hypochlorite
DCC Number: DA02366
Lot Number/Product Identifier: 0511BE
Maximum Use Level: 94 mg/L
Monitor Code: A
Physical Description of Sample: Liquid
Trade Designation/Model Number: Ultrachlor

Sample Id: **S-0001484712**
Description: Ultrachlor | Liquid
Sampled Date: 11-May-2018
Received Date: 23-Apr-2018
Quenched Date: 29-OCT-2018 13:00

Tox Normalization Information:		Lab Normalization Information:	
Calculated NF	0.0000001	Date exposure completed	29-OCT-2018
MUL	94 mg/L		
Density Value Applied	1.16 g/mL		
Compound Reference Key:	SPAC		
Miscellaneous Factor:	1.13		

Normalization Calculation:

Normalized Result = Test Result * NF * (10^3ug/L mg)

Where NF = MUL (mg/L) * Malonic Acid Dilution Correction (ml/ml) * (1/Product Density (g/ml)) * $\frac{1\ L}{10^3 ml} * \frac{1\ g}{10^3 mg}$

- *Malonic Acid Dilution Correction = ((Volume of Hypochlorite Sampled + Malonic Acid) / Volume of Hypochlorite Sampled)*
- *Volume of Hypochlorite Sampled = (Volume of Hypochlorite Sample Received(ml) - (Malonic Acid (g) * (1 / Density of Malonic Acid (g/ml))))*
- *Volume of Hypochlorite Sample Received = Volume of Hypochlorite Sampled + Malonic Acid*
- *Unit conversion: 1 L = 10^3ml, 1 g = 10^3mg;*

Testing Parameter	Units	Sample	Result	Norm. Units	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Chemistry Lab							
Oxyhalides in Bleach by LCMS							
Perchlorate	mg/L	ND(1)	ND(1)	ug/L	ND(0.1) ug/L	5	Pass
Chlorate	mg/L	1300	1300	ug/L	140 ug/L	300	
Bromate	mg/L	ND(1)	ND(1)	ug/L	ND(0.1) ug/L	3.3	Pass

1 - If the acceptance criteria is blank and the evaluation status is "Fail", then the criteria used will be noted on the letter accompanying these results.

Sample Id: **S-0001541191**
Description: Ultrachlor | Liquid
Sampled Date: 08-Nov-2018
Received Date: 30-Oct-2018

Tox Normalization Information:		Lab Normalization Information:	
Calculated NF	0.110	Date exposure completed	08-NOV-2018
Preparation method used	B	Final volume of solution	0.5 L
MUL	94 mg/L	Mass of material used	482 mg
Compound Reference Key:	SPAC		
Miscellaneous Factor:	1.13		

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Sample Id: **S-0001541191**

Normalization Calculation:

Normalized Result = Test Result (ug/L) * NF Where NF = MUL (mg/L) * $\frac{\text{Final Volume Of Solution (L)}}{\text{Mass of Material Used (mg)}}$

- *MUL = Maximum Use Level;*
- *Mass of Material Used = The mass of sample analyzed in the laboratory;*
- *Final Volume of Solution = The volume of water used to dilute the sample;*
- *An additional factor may be used to adjust the analytical result to field use conditions to account for product carryover, flushing, or other assumptions stipulated with the use of the product. If an additional factor is used, it is included in the information above.*

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Chemistry Lab							
Metals II in water by ICPMS (Ref: EPA 200.8)							
Arsenic	ug/L	ND(1)	ND(1)	ND(1)	ND(0.1)	1	Pass
Barium	ug/L	ND(1)	ND(1)	ND(1)	ND(0.1)	200	Pass
Beryllium	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.06)	0.4	Pass
Cadmium	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.02)	0.5	Pass
Chromium	ug/L	ND(1)	ND(1)	ND(1)	ND(0.1)		
Copper	ug/L	ND(1)	ND(1)	ND(1)	ND(0.1)	130	Pass
Mercury	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.02)	0.2	Pass
Lead	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.06)	0.5	Pass
Antimony	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.06)	0.6	Pass
Selenium	ug/L	ND(1)	ND(1)	ND(1)	ND(0.1)	5	Pass
Thallium	ug/L	ND(0.2)	0.4	ND(0.2)	ND(0.02)	0.2	Pass
Volatile Organic Compounds (Ref: EPA 524.2)							
Dichlorodifluoromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.3	Pass
Chloromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	3	Pass
Vinyl Chloride	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.2	Pass
Bromomethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	1	Pass
Chloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.04	Pass
Trichlorofluoromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	50	Pass
Trichlorotrifluoroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.3	Pass
Methylene Chloride	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.5	Pass
1,1-Dichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.7	Pass
trans-1,2-Dichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	10	Pass
1,1-Dichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.3	Pass
2,2-Dichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
cis-1,2-Dichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	7	Pass
Chloroform	ug/L	ND(1)	0.7	ND(1)	ND(0.1)	[TTHM]	
Bromochloromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.3	Pass
1,1,1-Trichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	20	Pass
1,1-Dichloropropene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
Carbon Tetrachloride	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.5	Pass

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Sample Id: S-0001541191

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Chemistry Lab (Continued)							
1,2-Dichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.5	Pass
Trichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.5	Pass
1,2-Dichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.5	Pass
Bromodichloromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	[TTHM]	
Dibromomethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
cis-1,3-Dichloropropene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.2	Pass
trans-1,3-Dichloropropene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.2	Pass
1,1,2-Trichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
1,3-Dichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	10	Pass
Tetrachloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.5	Pass
Chlorodibromomethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	[TTHM]	
Chlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	10	Pass
1,1,1,2-Tetrachloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	1	Pass
Bromoform	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	[TTHM]	
1,1,2,2-Tetrachloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.2	Pass
1,2,3-Trichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	4	Pass
1,3-Dichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	60	Pass
1,4-Dichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	7.5	Pass
1,2-Dichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	60	Pass
Carbon Disulfide	ug/L	ND(2)	ND(1)	ND(2)	ND(0.2)	70	Pass
Methyl-tert-Butyl Ether (MTBE)	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	10	Pass
tert-Butyl ethyl ether	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	2000	Pass
Methyl Ethyl Ketone	ug/L	ND(10)	ND(5)	ND(10)	ND(1.1)	400	Pass
Methyl Isobutyl Ketone	ug/L	ND(10)	ND(5)	ND(10)	ND(1.1)	700	Pass
Toluene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	100	Pass
Ethyl Benzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	70	Pass
m+p-Xylenes	ug/L	ND(2)	ND(1)	ND(2)	ND(0.2)	[Xylenes]	
o-Xylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	[Xylenes]	
Styrene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	10	Pass
Isopropylbenzene (Cumene)	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	70	Pass
n-Propylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
Bromobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
2-Chlorotoluene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
4-Chlorotoluene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
1,3,5-Trimethylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
tert-Butylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
1,2,4-Trimethylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
sec-Butylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		

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Sample Id: S-0001541191

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Chemistry Lab (Continued)							
1,2-Dichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.5	Pass
Trichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.5	Pass
1,2-Dichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.5	Pass
Bromodichloromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	[TTHM]	
Dibromomethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
cis-1,3-Dichloropropene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.2	Pass
trans-1,3-Dichloropropene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.2	Pass
1,1,2-Trichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
1,3-Dichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	10	Pass
Tetrachloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.5	Pass
Chlorodibromomethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	[TTHM]	
Chlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	10	Pass
1,1,1,2-Tetrachloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	1	Pass
Bromoform	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	[TTHM]	
1,1,2,2-Tetrachloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.2	Pass
1,2,3-Trichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	4	Pass
1,3-Dichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	60	Pass
1,4-Dichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	7.5	Pass
1,2-Dichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	60	Pass
Carbon Disulfide	ug/L	ND(2)	ND(1)	ND(2)	ND(0.2)	70	Pass
Methyl-tert-Butyl Ether (MTBE)	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	10	Pass
tert-Butyl ethyl ether	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	2000	Pass
Methyl Ethyl Ketone	ug/L	ND(10)	ND(5)	ND(10)	ND(1.1)	400	Pass
Methyl Isobutyl Ketone	ug/L	ND(10)	ND(5)	ND(10)	ND(1.1)	700	Pass
Toluene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	100	Pass
Ethyl Benzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	70	Pass
m+p-Xylenes	ug/L	ND(2)	ND(1)	ND(2)	ND(0.2)	[Xylenes]	
o-Xylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	[Xylenes]	
Styrene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	10	Pass
Isopropylbenzene (Cumene)	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	70	Pass
n-Propylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
Bromobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
2-Chlorotoluene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
4-Chlorotoluene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
1,3,5-Trimethylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
tert-Butylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
1,2,4-Trimethylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
sec-Butylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		

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Sample Id: S-0001541191

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Chemistry Lab (Continued)							
p-Isopropyltoluene (Cymene)	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
1,2,3-Trimethylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
n-Butylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
1,2,4-Trichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	7	Pass
Hexachlorobutadiene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.4	Pass
1,2,3-Trichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
Naphthalene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	10	Pass
Benzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.5	Pass
Total Trihalomethanes	ug/L	ND(0.5)	0.7	ND(0.5)	ND(0.06)	8	Pass
Total Xylenes	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.06)	1000	Pass

1 - If the acceptance criteria is blank and the evaluation status is "Fail", then the criteria used will be noted on the letter accompanying these results.

[Xylenes] - Acceptance based on Total Xylenes

[TTHM] - Acceptance based on Total Trihalomethanes

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Common Terms and Acronyms Used:

Sample.....	Test result on the submitted product sample after prepared or exposed in accordance with the standard.
Control.....	Test result on a laboratory blank sample analyzed in parallel with the sample.
Result.....	Sample test result minus the Control test result.
Normalized Result...	Result normalized in accordance with the test standard to reflect potential at-the-tap concentrations
ND().....	Result is below the detection level of the analytical procedure as identified in the parenthesis.
DCC Number.....	NSF document control code of the registered formulation of the product tested
ug/L.....	Microgram per liter = 0.001 milligram per liter (mg/L)
SPAC.....	Acceptance criteria of the standard (Single Product Allowable Concentration)

References to Testing Procedures:

NSF Reference	Parameter / Test Description
C0931	Oxyhalides in Bleach by LCMS
C1183	Metals II in water by ICPMS (Ref: EPA 200.8)
C4662	Volatile Organic Compounds (Ref: EPA 524.2)

Test descriptions preceded by an asterisk "*" indicate that testing has been performed per NSF International requirements but is not within its scope of accreditation.

Testing Laboratories:

	Id	Address
All work performed at: ⟶	NSF_AA	NSF International 789 N. Dixboro Road Ann Arbor MI 48105

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About the Standard:

NSF/ANSI Standard 60: Drinking Water Treatment Chemicals - Health Effects

NSF/ANSI 60 establishes minimum health effects requirements for the chemicals, the chemical contaminants, and the impurities that are directly added to drinking water from drinking water treatment chemicals. It does not establish performance or taste and odor requirements. The standard contains requirements for chemicals that are directly added to water and are intended to be present in the finished water as well as other chemical products that are added to water but are not intended to be present in the finished water. Chemicals covered by this Standard include, but are not limited to, coagulation and flocculation chemicals, softening, precipitation, sequestering, pH adjustment, and corrosion/scale control chemicals, disinfection and oxidation chemicals, miscellaneous treatment chemicals, and miscellaneous water supply chemicals.

The testing performed to this standard is done to estimate the level of contaminants or impurities added to drinking water when the chemical is used at the "Maximum Use Level" under attestment. Prior to testing, information is obtained on the formulation and sources of supply used to manufacture the chemical. This information is then reviewed along with the minimum requirements of the standard to establish the potential contaminants of concern. A representative sample of chemical is obtained for testing. The chemical sample is prepared for analysis through specific methods established in the standard based on the type of chemical and then is analyzed for potential contaminants determined during the formulation review. The laboratory results are normalized to represent potential at-the-tap values and then compared to the "single product allowable concentration" (SPAC) established by the standard. The product is found in compliance with the standard if the normalized value is less than or equal to the allowable concentration.

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ODYSSEY
MANUFACTURING CO.

Odyssey Manufacturing Co. Sodium Hypochlorite Reference List

- Holly Britt, City of Lake Wales, WTP Supervisor, 863-528-7639
- Bobby Gibbs, Bay County, Utility Director, 850-814-8869
- Lynn Coller, City of Tallahassee, WTP Superintendent, 850-891-1036
- Johnny Lynn, City of Flagler Beach, WWTP Supervisor, 386-517-2029
- Gerry Erb, Bonita Springs Utilities, RO Chief Operator, 239-390-4823
- Jeff Poteet, City of Marco Island, Utilities Director, 239-389-5189
- Steve Kipfinger, Charlotte County, WTP Superintendent, 941-764-4555
- Fred Greiner, City of Palm Coast, WTP #2 Plant Manager, 386-986-2347
- Fred Hemerick, City of Clearwater, WTP Superintendent, 727-462-6326
  Ryan Alexander, City of Clearwater, Marshall Street WRF Superintendent, 727-224-7726
- Chris Ciccone, City of Cape Coral, Everest WWTP Chief Operator, 239-574-0872
- Mike Nevelus, Sarasota County, Bee Ridge WRF Supt., 941-316-1288
- Isiah Moss, Operations Manager, Tampa Bay Water, 813-731-5582
- Craven Askew, City of St. Petersburg, NE WWTP Supt., 727-893-7779
  Scott Lewis, City of St. Petersburg, Manager Water Supply, 813-920-2841
- Sean McFarland, City of Cocoa, WT Plant Superintendent, 407-568-5867
- Phil Hyer, City of Pompano Beach, WTP Superintendent, 954-545-7030
- Barry Stewart, St. Johns County, WTP Superintendent, 904-209-2645
- Gary Framo, Orange County, Western Region WTP Manager, 407-884-5131
  Paul Brown, Orange County, South Region WTP Superintendent, 407-254-9355
- Dontrell Smith, Pinellas County, South Cross Bayou WRF Superintendent, 727-582-7012
- Al Purvis, City of Leesburg, WTP Superintendent, 352-728-9843
- Paul Kavanagh, Hillsborough County, Lake Park WTP Manager, 813-264-3836
  Norrise Shellman, Hillsborough County, Central WTP Manager, 813-626-0342
- Verne Hall, City of Sarasota, Operations Manager, 941-365-2200, Ext. 6230
  Peter Perez, City of Sarasota, WTP Superintendent, 941-955-2325
- Brian Antonian, City of Dunedin, WWTP Superintendent, 727-298-3256
- Bob Polizzi, City of Edgewater, WTP Superintendent, 386-424-2490
- Mike Powers, TOHO Water Authority, WTP Supervisor, 407-944-5074

22-72 Liquid Sodium Hypochlorite Contract

OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it.
Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 21

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
7	0
(K)	(L)

Injury and Illness Types

Total number of . . .	(M)		
(1) Injuries	1	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Establishment Information

Your establishment name: Odyssey Mfg. Company

Street: 1484 Massaro Blvd.

City: Tampa State: Fl Zip: 32824

Industry description (*e.g., Manufacture of motor truck trailers*)

Manufacture of Sodium Hypochlorite

North American Industrial Classification (NAICS), if known (e.g., 336212)

3 2 5 1 8 0

Employment Information (*If you don't have these figures, see the Worksheet on the next page to estimate.*)

Annual average number of employees: 72

Total hours worked by all employees last year: 173,664.75

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive: [signature] Title: PRESIDENT

Phone: 8136350339 Date: 1/31/2022

Received

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

111

22-72 Equity Document Production Contract

OSHA's Form 300 (Rev. 04/2004)

Log of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader. In addition, the forms are programmed to auto-calculate as appropriate.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 21

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Please Record:
Information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid.
Significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional.
Work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12.

Reminders:
- *Complete an injury and illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.*
- *Feel free to use two lines for a single case if you need to.*
- *Complete the 5 steps for each case.*

Establishment name: Odyssey Mfg. Company

City: Tampa State: Fl.

Step 1. Identify the person			Step 2. Describe the case			Step 3. Classify the case (SELECT ONLY ONE circle based on the most serious outcome: Death (G); Days away from work (H); Remained at Work: Job transfer or restriction (I); Other recordable cases (J))	Step 4. Enter the number of days the injured or ill worker was:		Step 5. Select one column: Injury (1); Skin disorder (2); Respiratory condition (3); Poisoning (4); Hearing loss (5); All other illnesses (6)
(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness (e.g., 2/10)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)		(K) Away from work	(L) On job transfer or restriction	(M) Type
1	Nestor Mona	Driver	8 / 21 month / day	behind Co. Tanker truck/fil line	bleach in eyes		7 days	days	1
			/ month / day				days	days	
			/ month / day				days	days	
			/ month / day				days	days	
			/ month / day				days	days	
			/ month / day				days	days	
			/ month / day				days	days	
			/ month / day				days	days	
			/ month / day				days	days	
			/ month / day				days	days	

Page totals ▶ 0 1 0 0 7 0 | 1 0 0 0 0 0

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Add a Form Page

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

22-72 Liquid Sodium Hypochlorite Contact

OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it.
Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 21

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of . . .	(M)		
(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

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111

Establishment information

Your establishment name: Odyssey Mfg. Company

Street: 330 Hillbrath Dr.

City: Lantana State: Fl Zip: 33462

Industry description (*e.g., Manufacture of motor truck trailers*)

Manufacture of Sodium Hypchlorite

North American Industrial Classification (NAICS), if known (e.g., 336212)

3 2 5 1 8 0

Employment information *(If you don't have these figures, see the Worksheet on the next page to estimate.)*

Annual average number of employees: 8

Total hours worked by all employees last year: 13,803.00

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive: [signature] Title: PRESIDENT

Phone: 8136350339 Date: 1/31/2022

Reset

22-72 Liquid Solutions Contract

OSHA's Form 300 (Rev. 04/2004)

Log of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader. In addition, the forms are programmed to auto-calculate as appropriate.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 21

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Establishment name Odyssey Mfg. Company

City Lantana **State** Fl.

Release Record:
Information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. Significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. Work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12.

Reminders:
- *Complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.*
- *Feel free to use two lines for a single case if you need to.*
- *Complete the 5 steps for each case.*

Step 1. Identify the person			Step 2. Describe the case			Step 3. Classify the case				Step 4.		Step 5.
						SELECT ONLY ONE circle based on the most serious outcome:				Enter the number of days the injured or ill worker was:		Select one column for each illness
(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness (e.g., 2/10)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	Remained at Work: Death (G)	Days away from work (H)	Job transfer or restriction (I)	Other recordable cases (J)	Away from work (K)	On job transfer or restriction (L)	(M) Injury (1) / Skin disorder (2) / Respiratory condition (3) / Poisoning (4) / Hearing loss (5) / All other illnesses (6)
Reset	none		/ month / day							days	days	
Reset			/ month / day							days	days	
Reset			/ month / day							days	days	
Reset			/ month / day							days	days	
Reset			/ month / day							days	days	
Reset			/ month / day							days	days	
Reset			/ month / day							days	days	
Reset			/ month / day							days	days	
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Reset			/ month / day							days	days	
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Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Add a Form Page

Injury (1) | Skin disorder (2) | Respiratory condition (3) | Poisoning (4) | Hearing loss (5) | All other illnesses (6)

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Page 111

22-72 Liquid Sodium Hypochlorite Contract

OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it.
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Year 20 21

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

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Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of . . .	(M)		
(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

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Page 111

Establishment information

Your establishment name: Odyssey Mfg. Company

Street: 250 Central Florida Parkway

City: Orlando State: Fl Zip: 32824

Industry description (*e.g., Manufacture of motor truck trailers*)

Manufacture of Sodium Hypchlorite

North American Industrial Classification (NAICS), if known (e.g., 336212)

3 2 5 1 8 0

Employment information (*If you don't have these figures, see the Worksheet on the next page to estimate.*)

Annual average number of employees: 1

Total hours worked by all employees last year: 2,761.75

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

PRESIDENT

Company executive Title

Phone 8136350339 Date 1/31/2022

Reset

22-72 Liquid Suction Pipe Contract

OSHA's Form 300 (Rev. 04/2004)

Log of Work-Related Injuries and Illnesses

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Year 20 21

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Lease Record:
- Information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid.
- Significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional.
- Work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12.

Reminders:
- Complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.
- Feel free to use two lines for a single case if you need to.
- Complete the 5 steps for each case.

Establishment name: Odyssey Mfg. Company

City: Orlando State: Fl.

Step 1. Identify the person			Step 2. Describe the case			Step 3. Classify the case				Step 4.		Step 5.					
						SELECT ONLY ONE circle based on the most serious outcome:				Enter the number of days the injured or ill worker was:		Select one column:					
							Remained at Work					Type of					
(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness (e.g., 2/10)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	Death (G)	Days away from work (H)	Job transfer or restriction (I)	Other recordable cases (J)	Away from work (K)	On job transfer or restriction (L)	(M)	Injury (1)	Skin disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing loss (5)	All other illnesses (6)
Reset	none		___/___ month / day							___ days	___ days						
Reset			___/___ month / day							___ days	___ days						
Reset			___/___ month / day							___ days	___ days						
Reset			___/___ month / day							___ days	___ days						
Reset			___/___ month / day							___ days	___ days						
Reset			___/___ month / day							___ days	___ days						
Reset			___/___ month / day							___ days	___ days						
Reset			___/___ month / day							___ days	___ days						
Reset			___/___ month / day							___ days	___ days						
Reset			___/___ month / day							___ days	___ days						
					Page totals ▶	0	0	0	0	0	0		0	0	0	0	0	0

Add a Form Page

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

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OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2020

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
5	0
(K)	(L)

Injury and Illness Types

Total number of...	(M)		
(1) Injury	1	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Establishment information

Your establishment name Odyssey Manufacturing Company

Street 1484 Massaro Blvd.

City Tampa State Florida Zip 33619

Industry description (e.g., Manufacture of motor truck trailers)
Manufacture of Sodium Hypochlorite

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
2819

OR North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment information

Annual average number of employees 72

Total hours worked by all employees last year 176,137.50

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive

General Manager
Title

813-635-0339
Phone

1/28/2021
Date

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

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22-72 Liquid Sodium Hypochlorite Contract

OSHA's Form 300 (Rev. 01/2004)
Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2020

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name Odyssey Mfg. Company

City Tampa State Florida

Identify the person | Describe the case | Classify the case

(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:					
						Death (G)	Days away from work (H)	Remained at work: Job transfer or restriction (I)	Remained at work: Other recordable cases (J)	Away From Work (days) (K)	On job transfer or restriction (days) (L)	(M) Injury (1)	Skin Disorder (2)	Respiratory Condition (3)	Poisoning (4)	Hearing Loss (5)	All other illnesses (6)
1	[redacted]	Driver/Operator	05/2020	Tank Area	Fractured Vertebrae		x			5	0	x					
					Page totals	*0*	*1*	*0*	*0*	*5*	*0*	*1*	*0*	*0*	*0*	*0*	*0*

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Injury (1) | Skin Disorder (2) | Respiratory Condition (3) | Poisoning (4) | Hearing Loss (5) | All other illnesses (6)

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OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2020

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

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Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of...	(M)		(M)
(1) Injury	0	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Establishment Information

Your establishment name Odyssey Manufacturing Company

Street 250 Central Florida Parkway

City Orlando State Florida Zip 32824

Industry description (e.g., Manufacture of motor truck trailers)
Manufacture of Sodium Hypochlorite

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
2 8 1 9

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
— — — — — —

Employment Information

Annual average number of employees 2

Total hours worked by all employees last year 3,132.25

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive

General Manager
Title

813-635-0339
Phone

1/28/2021
Date

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department Labor. OSHA Office of Statistics. Room N-3644. 200 Constitution Ave. NW. Washington. DC 20210. Do not send the completed forms to this office.

22-72 Liquid Sodium Hypochlorite Contract

OSHA's Form 300 (Rev. 01/2004)
Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2020

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name: Odyssey Mfg. Company

City: Orlando State: Florida

Identify the person				Describe the case		Classify the case											
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:					
						Death (G)	Days away from work (H)	Remained at work: Job transfer or restriction (I)	Remained at work: Other record-able cases (J)	Away From Work (days) (K)	On job transfer or restriction (days) (L)	(M) Injury (1)	Skin Disorder (2)	Respiratory Condition (3)	Poisoning (4)	Hearing Loss (5)	All other illnesses (6)
					Page totals	0	0	0	0	0	0	0	0	0	0	0	0

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Injury (1) Skin Disorder (2) Respiratory Condition (3) Poisoning (4) Hearing Loss (5) All other illnesses (6)

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2020

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of...	(M)		(M)
(1) Injury	0	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Establishment Information

Your establishment name Odyssey Manufacturing Company

Street 330 Hillbrath Dr.

City Lantana State Florida Zip 33462

Industry description (e.g., Manufacture of motor truck trailers)
Manufacture of Sodium Hypochlorite

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
2819

OR North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment Information

Annual average number of employees 4

Total hours worked by all employees last year 11,979.50

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive

General Manager
Title

813-635-0339
Phone

1/28/2021
Date

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

22-72 Liquid Sodium Hypochlorite Contract

OSHA's Form 300 (Rev. 01/2004)
Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2020

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name: Odyssey Mfg. Company

City: Lantana State: Florida

Identify the person				Describe the case	Classify the case											
					CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:					
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	(G) Death	(H) Days away from work	(I) Remained at work: Job transfer or restriction	(J) Remained at work: Other record-able cases	(K) Away From Work (days)	(L) On job transfer or restriction (days)	(M) Injury (1)	Skin Disorder (2)	Respiratory Condition (3)	Poisoning (4)	Hearing Loss (5)	All other illnesses (6)
					Page totals	0	0	0	0	0	0	0	0	0	0	0	0

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Injury (1) | Skin Disorder (2) | Respiratory Condition (3) | Poisoning (4) | Hearing Loss (5) | All other illnesses (6)

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

22-72 Liquid Sodium Hypochlorite

OSHA's Form 300A (Rev. 01/2004)
Summary of Work-Related Injuries and Illnesses

Year 2019

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

ll establishments covered by Part 1904 must complete this Summary page, even if no injuries or lnesses occurred during the year. Remember to review the Log to verify that the entries are complete

lsing the Log, count the individual entries you made for each category. Then write the totals below, laking sure you've added the entries from every page of the log. If you had no cases write "0."

'mployees, former employees, and their representatives have the right to review the OSHA Form 300 in s entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

lumber of Cases

otal number of eaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	2	0	0
(G)	(H)	(I)	(J)

umber of Days

ɔtal number of ays away from ork	Total number of days of job transfer or restriction
73	0
(K)	(L)

jury and Illness Types

ɔtal number of... (M)			
) Injury	2	(4) Poisoning	0
) Skin Disorder	0	(5) Hearing Loss	0
) Respiratory ɔndition	0	(6) All Other Illnesses	0

ɜst this Summary page from February 1 to April 30 of the year following the year covered by the form

lic reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and er the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it lays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department abor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment Information

Your establishment name Odyssey Manufacturing Company

Street 1484 Massaro Blvd.

City Tampa State Florida Zip 33619

Industry description (e.g., Manufacture of motor truck trailers)
Manufacture of Sodium Hypochlorite

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
2819

OR North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment Information

Annual average number of employees 67

Total hours worked by all employees last year 170,007.50

Sign here X

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive

General Manager
Title

813-635-0339
Phone

2/1/2020
Date

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2019

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name: Odyssey Mfg. Company

City: Tampa State: Florida

Identify the person				Describe the case		Classify the case											
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:					
						Death	Days away from work	Remained at work		Away From Work (days)	On job transfer or restriction (days)	(M) Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
								Job transfer or restriction	Other recordable cases								
						(G)	(H)	(I)	(J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)
1	[redacted]	Driver	8/14	Walkway between Odyssey Plant	Right Hamstring due to slip		X			51		x					
2	[redacted]	Installer	12/2	At customer site on ground/asphalt	Broken ankle due to jump and twist		X			22		x					
					Page totals	0	2	0	0	73	0	2	0	0	0	0	0

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
(1)	(2)	(3)	(4)	(5)	(6)

22-72 Liquid Sodium Hypochlorite Contract

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2019

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

ll establishments covered by Part 1904 must complete this Summary page, even if no injuries or nesses occurred during the year. Remember to review the Log to verify that the entries are complete

sing the Log, count the individual entries you made for each category. Then write the totals below, eking sure you've added the entries from every page of the log. If you had no cases write "0."

mployees, former employees, and their representatives have the right to review the OSHA Form 300 in entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 04.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

umber of Cases

otal number of eaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

umber of Days

otal number of ys away from ork	Total number of days of job transfer or restriction
0	0
(K)	(L)

ury and Illness Types

tal number of... (M)			
Injury	0	(4) Poisoning	0
Skin Disorder	0	(5) Hearing Loss	0
Respiratory ndition	0	(6) All Other Illnesses	0

Establishment information

Your establishment name Odyssey Manufacturing Company

Street 330 Hillbrath Dr.

City Lantana State Florida Zip 33462

Industry description (e.g., Manufacture of motor truck trailers)
Manufacture of Sodium Hypochlorite

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
2819

OR North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment information

Annual average number of employees 4

Total hours worked by all employees last year 13,072.75

Sign here X

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive

General Manager
Title

813-635-0339
Phone

2/1/2020
Date

st this Summary page from February 1 to April 30 of the year following the year covered by the form

c reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and r the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it ays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department bor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2019

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name Odyssey Mfg. Company

City Lantana State Florida

Identify the person				Describe the case		Classify the case												
						CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:						
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	Death	Days away from work	Remained at work		Away From Work (days)	On job transfer or restriction (days)	(M) Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
								Job transfer or restriction	Other record-able cases									
						(G)	(H)	(I)	(J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)
	No cases									0	0							
					Page totals	0	0	0	0	0	0	0	0	0	0	0	0	

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
(1)	(2)	(3)	(4)	(5)	(6)

22-72 Lloyd's Equipment Floaters Contract Page 111 of 111

OSHA's Form 300A (Rev. 01/2004)
Summary of Work-Related Injuries and Illnesses

Year 2019

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

ll establishments covered by Part 1904 must complete this Summary page, even if no injuries or 'nesses occurred during the year. Remember to review the Log to verify that the entries are complete

'sing the Log, count the individual entries you made for each category. Then write the totals below, aking sure you've added the entries from every page of the log. If you had no cases write "0."

mployees, former employees, and their representatives have the right to review the OSHA Form 300 in s entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

umber of Cases

otal number of eaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	1
(G)	(H)	(I)	(J)

umber of Days

)tal number of ıys away from ırk	Total number of days of job transfer or restriction
0	0
(K)	(L)

jury and Illness Types

tal number of... (M)			
Injury	1	(4) Poisoning	0
Skin Disorder	0	(5) Hearing Loss	0
Respiratory ndition	0	(6) All Other Illnesses	0

st this Summary page from February 1 to April 30 of the year following the year covered by the form

ic reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and er the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it ays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department abor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment Information

Your establishment name Odyssey Manufacturing Company

Street 250 Central Florida Parkway

City Orlando State Florida Zip 32824

Industry description (e.g., Manufacture of motor truck trailers)
Manufacture of Sodium Hypochlorite

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
2819

OR North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment Information

Annual average number of employees 2

Total hours worked by all employees last year 5,636.00

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive

General Manager
Title

813-635-0339
Phone

2/1/2020
Date

178

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2019

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name: Odyssey Mfg. Company

City: Orlando State: Florida

Identify the person				Describe the case		Classify the case											
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:					
						Death	Days away from work	Remained at work		Away From Work (days)	On job transfer or restriction (days)	(M) Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
								Job transfer or restriction	Other record-able cases								
						(G)	(H)	(I)	(J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)
1	[redacted]	Driver	5/13	Rear ended at S. Orange & Trade Port Dr.	Lower Back Pain				x	0	0	x					
					Page totals	0	0	0	1	0	0	1	0	0	0	0	0

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 20 18

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of . . .	(M)		(M)
(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Page 1 of 1

Establishment information

Your establishment name ODYSSEY Mfg. COMPANY

Street 1484 MASSARO Blvd.

City TAMPA State FL ZIP 3361 9

Industry description (e.g., *Manufacture of motor truck trailers*) manufacture of Sodium Hypochlorite

Standard Industrial Classification (SIC), if known (e.g., *3715*) 2819

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment information (*If you don't have these figures, see the Worksheet on the back of this page to estimate.*)

Annual average number of employees 66

Total hours worked by all employees last year 165,266.25

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

X [signature] President

Company executive Title

813 635-0339 1/21/19

Phone Date

22-72 Light Sodium Injection

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 18

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved;OMB no. 1218-0176

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name Odyssey Mfg. Company
City Tampa State FL.

Identify the person			Describe the case			Classify the case (CHECK ONLY ONE box for each case based on the most serious outcome for that case:)				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:					
								Remained at Work				(M)					
(A) Case no.	(B) Employee's name	(C) Job title (*e.g., Welder*)	(D) Date of injury or onset of illness	(E) Where the event occurred (*e.g., Loading dock north end*)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (*e.g., Second degree burns on right forearm from acetylene torch*)	Death (G)	Days away from work (H)	Job transfer or restriction (I)	Other recordable cases (J)	Away from work (K)	On job transfer or restriction (L)	Injury (1)	Skin disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing loss (5)	All other illnesses (6)
	NONE		/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐

ODYSSEY
MANUFACTURING CO.

SAFETY DATA SHEET

REVISED 1/01/20

SECTION I - CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

1.1 Product identifier
Product name: Ultra-CHLOR
Product code(s): 8 (As classified by 49 CFR 173 due to destruction over time of steel and aluminum)
Synonyms: Sodium Hypochlorite Solution, Bleach Solution, Bleach Liquor, Hypo-solution, Bleach, Liquid Bleach
REACH Registration Number: The materials in this product have been registered according to Regulation (EC) 1907/2006.

1.2 Relevant identified uses of the substance or mixture and uses advised against
Uses: Cleaner, Disinfectant, Biocide and Sanitizer
Uses Advised Against: None

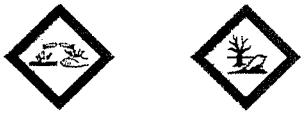
1.3 Details of the Supplier and of the Safety Data Sheet (SDS)
Odyssey Manufacturing Co.
1484 Massaro Boulevard
Tampa, Florida 33619
+1-813-635-0339 (24 hours)

1.4 Emergency telephone number:
1-800-ODYSSEY (Florida)
1-813-635-0339 (Outside Florida)
1-813-340-9093 (Control Room Cell Phone)

SECTION II - HAZARDS IDENTIFICATION

2.1 Classification of substance or mixture
Classification REGULATION (EC) No 1272/2008
Skin Corrosiveness: 1B; Skin Irritant: 2
Eye Irritant: 2
Aquatic Acute: 1
Description: Clear, greenish-yellow liquid; chlorine-like odor. Irritating to eyes, skin and respiratory system. Can cause burns to all areas contacted.

2.2 Label elements
Labeling Regulation (EC) No 1272/2008
Hazard pictograms



Signal word: **DANGER**
Hazard statements:

H314 – Causes severe skin burns and eye damage
H319 – Causes serious eye irritation
H400 – Very toxic to aquatic life
[Prevention] P260 – Do not breathe dusts or mists.
P264 – Wash hands or any exposed skin areas thoroughly after handling.
P273 – Avoid release to the environment.
P280 – Wear protective gloves/protective/clothing/eye protection/face protection.

[Response] P301 + P330 + P331 – IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.
P303 + P361 + P353 – IF ON SKIN (or hair): Remove/Take off immediately all contaminated clothing. Rinse skin with water/shower.
P363 – Wash contaminated clothing before reuse.
P304 + 340 – IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing.
P310 – Immediately call a POISON CENTER or doctor/physician.
P305 + P351 + P338 – IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
P337 – If eye irritation persists: Get medical advice/attention.
P391 – Collect spillage.
[Storage] P405 – Store locked up.
[Disposal] P501 – Dispose of container in accordance with local/regional/national/international regulations.

Classification according to Directive 67/548/EEC or Directive 1999/45/EC




Risk phrases: R31 – Contact with acids liberates toxic gas.
R34 – Causes burns.
R36/38 – Irritating to eyes and skin.
R50 – Very toxic to aquatic organisms.

Safety phrases: S1/2 – Keep locked up and out of the reach of children.
S26 – In case of contact with eyes, rinse immediately with plenty of water and seek medical advice.
S28 – After contact with skin, wash immediately with plenty of soap-suds.
S37/39 – Wear suitable gloves and eye/face protection.
S45 – In case of accident or if you feel unwell, seek medical advice immediately (Show the label whenever possible).
S50 – Do not mix with acids or other incompatible materials (refer to section 10).
S60 – This material and its container must be disposed of as hazardous waste.

Additional labeling: EUH031 – Contact with acids liberates toxic gas.

SECTION III - COMPOSITION, INFORMATION ON INGREDIENTS

3.1 Substances

Chemical nature: Sodium hypochlorite, aqueous solution

% by Weight	Ingredient	CAS Number	EC Number	Index Number	EC Classification
10.0 – 16.0	Sodium Hypochlorite	7681-52-9	231-668-3	017-011-00-1	C, R34; R31: N, R50
0.1 – 0.4	Sodium Hydroxide	1310-73-2	215-185-5	011-002-00-6	Xi, 36/38
83.6 - 89.9	Water	7732-18-5	231-791-2		

3.2 Mixtures - Not applicable

SECTION IV - FIRST AID MEASURES

4.1 Description of first aid measures

Inhalation: If product vapors or mists cause respiratory irritation or distress, move the exposed person to fresh air immediately. If breathing is difficult or irregular, administer oxygen; if respiratory arrest occurs, start artificial respiration by trained personnel. Loosen tight clothing such as a collar, tie, belt or waistband. If symptoms persist, seek medical attention immediately.

Eyes: Immediately flush eyes with large amounts of water for 15 minutes, occasionally lifting upper and lower lids. Remove contact lenses after the first 5 minutes and continue washing. Obtain immediate medical attention, preferably from an ophthalmologist.

Skin: Flush skin with large amounts of water while removing contaminated clothing. Wash affected area with soap and water. Wash contaminated clothing and shoes thoroughly before reuse. Seek prompt medical attention if rash develops.
Ingestion: Rinse mouth with water. Do not induce vomiting unless directed to do so by medical personnel. Never give anything by mouth to an unconscious person. Get medical attention immediately.

4.2 Most important symptoms and effects, both acute and delayed
Potential health symptoms and effects
Eyes: Causes severe eye irritation and burns. Symptoms include redness, pain, itching, burning sensation and tearing. Material is extremely destructive to eyes, mucous membranes and surrounding tissues.
Skin: Causes severe skin irritation and burns. Symptoms include redness, pain, itching and burning sensation. May be harmful if absorbed through the skin.
Inhalation: Vapors and mists may be harmful is inhaled, causing sore throat and cough. Material is extremely destructive to the tissue of the mucous membranes and upper respiratory tract.
Ingestion: May cause severe gastrointestinal tract irritation with abdominal pain, burning sensation, cough, diarrhea, sore throat and vomiting. May cause burns and irritation to mucous membranes of the mouth and to tissues of the digestive tract.
Chronic: Repeated or prolonged contact with spray mist may produce chronic eye irritation, severe skin irritation and/or respiratory tract irritation leading to frequent attacks of bronchial infection.

SECTION V - FIRE FIGHTING MEASURES

5.1 Extinguishable media
Suitable methods of extinction: Material does not burn. Use fire extinguishing media appropriate for surrounding materials.
Unsuitable methods of extinction: None listed

5.2 Special hazards arising from the substance or mixture
Closed containers may explode (due to the build-up of pressure) when exposed to extreme heat. During emergency conditions overexposure to toxic decomposition products may cause a health hazard. Fire may cause the evolution of chlorine, hydrogen chloride gas and chlorine oxides. Symptoms may not be immediately apparent. Obtain immediate medical attention.

5.3 Advice for firefighters
Full protective equipment including self-contained breathing apparatus should be used. Water may be used to cool closed containers to prevent pressure build-up and possible autoignition or explosion when exposed to extreme heat. If possible, firefighters should control run-off water to prevent environmental contamination.

SECTION VI - ACCIDENTAL RELEASE MEASURES

6.1 Personal precautions, protective equipment and emergency procedures
Avoid breathing vapors/mists. Avoid contact with skin and eyes. Wear appropriate protective clothing designated in Section 8. Ventilate the area. Evacuate personnel to safe areas.

6.2 Environmental precautions
Avoid dispersal of spilled material or run-off and prevent contact with soil and entry into drains, sewers or waterways. Contain and recover liquid when possible.

6.3 Methods and materials for containment and cleaning up
Cover drains. Cover with a large quantity of inert absorbent (e.g. sand, vermiculite, kitty litter, dry earth). Do not use combustible materials such as saw dust. Collect product using a shovel and place into approved container for proper disposal as hazardous waste. For large spills use water spray to divert vapor drift. Observe possible material restrictions (section 7.2 and 10.5). Clean contaminated area with water. Do not mix with other cleaning agents that may liberate chlorine gas vapors.

US Regulations (CERCLA) require reporting spills and releases to soil water and air in excel of reportable quantities. Reportable quantity (RQ) for hypochlorite solutions is 45.36 kg (100 lbs).

Reportable Quantity (RQ): 100 lbs or 45.36 kg (approximately 100 gal or 378.5 L of Odyssey Ultrachlor 12.5 Trade Percent sodium hypochlorite). In the event of a spill (e.g. defined as any release to the environment), call Odyssey Manufacturing and/or the emergency contact numbers as soon as possible for assistance.

*****For releases higher than the Reportable Quantity (RQ), you must notify the State Emergency Response Commission at *(800) 320-0519* AND the National Response Center at *(800) 424-8802 or (202) 267-2675* within 15 minutes!!!*****

In the event of a spill, contact either hazardous chemical response company or Odyssey Manufacturing for assistance. Odyssey Manufacturing Co. has a contract with American Compliance Technology, Inc. (ACT) out of Bartow, Florida to perform emergency response and hazardous material and environmental services cleanup for its facilities, its transportation vehicles and its customer's facilities and transportation vehicles. They can be reached at 800-226-0911.

6.4 Reference to other sections

For indications about waste treatment, see section 13.

SECTION VII - HANDLING AND STORAGE

7.1 Precautions for safe handling

Observe label precautions. Avoid contact with skin and eyes. Wear all appropriate protective equipment specified in Section 8. Wash thoroughly after handling. Keep containers closed when not in use. Use proper equipment for listing and transporting all containers.

Advice on protection against fire and explosion

Material is non-flammable and non-combustible.

7.2 Conditions for safe storage, including any incompatibilities

Keep in cool, dry, ventilated storage areas in closed containers. Protect against physical damage. Isolate from incompatible substances. Do not store near acids, heat, oxidizable materials or organics.

Store in a receptacle equipped with a vent. Transfer only to approved containers having correct labeling. Containers that have been opened should be carefully resealed and kept upright to prevent leakage. Do not take internally. Keep locked up and out of reach of children.

7.3 Specific end uses

Apart from the uses mentioned in section 1.2, no other specific uses are stipulated.

SECTION VIII - EXPOSURE CONTROLS AND PERSONNEL PROTECTION

8.1 Control parameters

Components	CAS Number	OSHA	ACGIH	AIHA (WEEL)
Sodium Hypochlorite	7681-52-9	2 mg/m^3 TWA; skin	0.5 ppm as CL_2 TWA; 1 ppm as CL_2 STEL, A4	2 mg/m^3 STEL
Sodium Hydroxide	1310-73-2	2 mg/m^3 TWA	2 mg/m^3 Ceiling	

8.2 Exposure controls

Engineering Measures: Technical measures and appropriate working operations should be given priority over the use of personal protective equipment. Use adequate ventilation. Local exhaust is preferable. See section 7.1.

Individual protection measures: Wear protective clothing to prevent repeated or prolonged contact with product. Protective clothing needs to be selected specifically for the workplace, depending on concentrations and quantities of hazardous substances handled. The chemical resistance of the protective equipment should be enquired at the representative supplier.

Hygiene measures: Facilities storing or using this material should be equipped with an eyewash station and safety shower. Change contaminated clothing. Preventive skin protection is recommended. Wash hands thoroughly after use, before eating, drinking or using the lavatory and at the end of the workday.

Eye/face protection: Wear tightly fitting protective goggles and a face shield (8-inch minimum). Refer to 29 CFR 1910.133, ANSI Z87.1 or European Standard EN 166.

Hand Protection: Wear gloves recommended by glove supplier for protection against materials in section 3. Gloves must be inspected prior to use. Gloves should be impermeable to chemicals and oil. Breakthrough time of selected gloves must be greater than the intended use period. Use proper glove removal technique (without touching glove's outer surface) to avoid skin contact with this product.

Other protective equipment: Wear impervious, protective chemical resistant clothing including boots, gloves, lab coat, apron or coveralls as appropriate to the situation to prevent skin contact.

Respiratory Protection: Always use an approved respirator when vapor/aerosols are generated. Where risk assessment shows air-purifying respirators are appropriate use a full-faced respirator with multi-purpose combination (US) or type ABEK (EN 14387) respirator cartridges as a backup to engineering controls. If the respirator is the sole means of protection, use a full-face supplied air respirator. Use respirators and components tested and approved under appropriate government standards such as NIOSH (US) or CEN (EU).

Environmental exposure controls: Do not empty into drains.

SECTION IX - PHYSICAL AND CHEMICAL PROPERTIES

9.1 Information on basic physical and chemical properties

Appearance	Clear, greenish yellow colored liquid
Odor	Pungent, chlorine-like
Odor Threshold	No data available
Molecular Weight	74.44 (sodium hypochlorite)
Chemical Formula	NaOCl (sodium hypochlorite)
pH	11 – 13
Freezing Point	-13.9° C (7° F)
Initial Boiling Point	100° C (212° F) – lowest known value
Evaporation Rate	<1 (BuAc = 1)
Flammability (solid, gas)	No data available
Flash Point	No data available
Autoignition Temperature	No data available
Decomposition Temperature	110° C (230° F)
Lower Explosive Limit (LEL)	No data available
Upper Explosive Limit (UEL)	No data available
Vapor Pressure	No data available
Vapor Density	No data available
Relative Density	1.15 – 1.17 g/ml (9.597 – 9.764 lb/gal) @ 60 ° F
Viscosity	No data available
Solubility in Water	Complete
Partition Coefficient: n-octanol/water	No data available
Volatiles by Volume @ 70° F	No data available; decomposes leaving salt solution

9.2 Other data - No data available

SECTION X - STABILITY AND REACTIVITY

10.1 Reactivity

Slowly decomposes on contact with air. Rate increases with the concentration and temperature. Exposure to sunlight accelerates decomposition.

10.2 Chemical stability

Stable under recommended storage conditions. Slowly decomposes on contact with air. Rate increases with the concentration and temperature. Exposure to sunlight accelerates decomposition. Sodium hypochlorite becomes less toxic with age.

10.3 Possibility of hazardous reactions

Avoid excessive heat and sources of ignition. Flammable hydrogen may be generated from contact with metals such as: aluminum, brass, tin, zinc and alloys of these metals. Avoid contact with acids, halogenated organics, organic nitro compounds and glycols. Hazardous gases may be generated from contact with acids, ammonium hydroxide (aqua ammonia) or cleaners containing ammonia compounds. Violent reactions may occur with some organic compounds. Sodium hypochlorite reacts readily with various reducing sugars (e.g. fructose, galactose, maltose, dry whey solids) to produce carbon monoxide. Precautions should be taken including atmospheric monitoring of the tank to ensure safety of personnel. Hazardous polymerization will not occur.

10.4 Conditions to avoid

Light, heat, air and contact with incompatible materials (see section 10.5).

10.5 Incompatible materials

Ammonia, amines, ammonium salts, aziridine, methanol, phenyl acetonitrile, cellulose, ethyleneimine, organic materials, oxidizable metals/powdered metals, acids, soaps and bisulfates. Forms shock-sensitive mixtures with certain other materials.

10.6 Hazardous decomposition products

Thermal decomposition products include chlorine gas, hydrogen chloride gas, hydrochloric acid, sodium oxide. Decomposition rate increases with temperature.

SECTION XI - TOXILOGICAL INFORMATION

11.1 Information on toxicological effects

Acute Oral Toxicity (Sodium Hypochlorite)

TDLo - 1gm/ kg oral (woman)
TDLo - 45mg/kg intravenous (man)
LD_{50} - 5,800 mg/kg (mouse)
LD_{50} - 140 mg/kg - 9 week(s) continuous oral (rat)

Acute inhalation toxicity

May cause severe bronchial irritation, sore throat with possible blistering, coughing, stomatitis, nausea, labored breathing, shortness of breath and pulmonary edema. 10-20 mg/m3 causes burning of the nose and throat; 40-60 mg/m3 may be fatal. If sufficient amounts are absorbed, may cause effects as detailed in acute ingestion.

Acute dermal toxicity

Extent of damage depends on concentration, pH, and volume of solution and duration of contact. May cause redness, pain, blistering, itchy eczema and chemical burns. Sensitization reactions are possible in previously exposed persons.

Skin irritation

Skin irritation - 24 h (Rabbit)

Eye irritation

Rabbit, Adult – 10 mg, moderate irritation

May cause redness, pain, and blurred vision. Solutions of 5% splashed in human eyes have caused a burning sensation and later only slight superficial disturbance of the corneal epithelium which cleared completely in the next day or two without special treatment. However, one animal study reports a 5% solution causing only moderate irritation with clearing within 7 days. A higher concentration of 15% tested on rabbit eyes caused immediate severe pain, hemorrhages, rapid onset of ground-glass appearance of the corneal epithelium, moderate bluish edema of the whole cornea, chemosis and discharge for several days. Such eyes have sometimes healed in 2-3 weeks with slight or no residual corneal damage but they had neovascularization of the conjunctiva and distortion of the nictitating membrane by scarring.

Sensitization

May cause allergic skin reaction

Genotoxicity in vitro

No data available

Mutagenicity

Mutation in micro organisms – Salmonella typhimurium 1mg / plate (-S9)
DNA repair – Escherichiacoli 20 µg/ disc;
DNA damage – Esoherichiacoli 420 µmol/L;
Phage inhibition capacity – Esoherichiacoli 103 µg/ well
Micronucleus test - non-mammalian species multiple 200 ppb
Cytogenetic analysis - non-mammalian species multiple 120 µg/ L
Cytogenetic analysis – human lymphocyte 100 ppm 24hour(s)
Sister chromatid exchange – human embryo 149 mg/ L
Cytogenetic analysis – hamster lung 100 mg/ L

Aspiration hazard

No test data available. Risk of serious damage to lungs by aspiration.

Specific organ toxicity - single exposure

No data available

Specific organ toxicity - repeated exposure

May cause allergic skin reactions, dermatitis (allergic and contact) and asthma or bronchitis. Sensitization reactions are reported in individuals who are exposed in small amounts through their water supply. High doses have caused sperm abnormality in mice.

Additional information

RTECS: Not available

11.2 Further information

Ingestion: May cause irritation and erosion of the mucous membranes, vomiting (possibly bloody) and abdominal pain and spasms. A drop in blood pressure, shallow respiration, edema (possibly severe) of pharynx, larynx, and glottis, confusion, convulsions, delirium and coma may occur. Cyanosis and circulatory collapse are possible. Esophageal or gastric perforation and strictures are rare. Death may occur, usually due to complications of severe local injury such as toxemia, shock, perforations, hemorrhage, infection and obstruction. Massive ingestions may produce fatal hyperchloremic metabolic acidosis or aspiration pneumonitis.

Further data: Handle in accordance with good industrial hygiene and safety practice.

Chronic Effects

Persons with impaired respiratory function may be more susceptible to the effects of this substance.

Sodium Hypochlorite (hypochlorite salts) is listed by IARC as a Group 3 Carcinogen – Not classifiable as to its carcinogenicity to humans. Sodium Hydroxide is not listed by IARC. None of the components of this product are listed as carcinogens by ACGIH, IARC, NTP or OSHA. No data is available regarding its mutagenicity and/or teratogenicity of this material, nor is there any available data that indicates it causes adverse developmental and/or fertility effects.

SECTION XII - ECOLOGICAL INFORMATION

12.1 Toxicity Aquatic Ecotoxicity:

This product is very toxic to aquatic organisms.

Aquatic Ecotoxicity:

Acute and prolonged toxicity to fish:	LC_{50} – Pimephales promelas (Fathead minnow) 96 h: 0.22 – 0.62 mg/L
	LC_{50} – Oncorhynchus clarki (Cutthroat trout) 96 h: 0.94 µg/L (mortality)
Acute toxicity to aquatic invertebrates:	EC_{50} – Daphnia magna (Water flea), 96 h: 2.1 mg/L
	LC_{50} – Protozoan phylum (Protozoa), 7 h: 31.6 µg/L
Acute toxicity to aquatic plants:	LC_{50} – Algae, phytoplankton, algai mat (Algae), 96 h: 90 µg/L (mortality)
	EC_{50} – Desmodesmus subspicatus (Green algae), 24 h: 28 mg/L
Acute phytotoxicity, aquatic plants:	Biomass reduction – Potamogeton crispus (Curled pond weed), 35h: 23 µg/L
Acute toxicity, miscellaneous aquatic:	Chlorophyll Threshold, Aquatic community, 28 d: 2.1 µg/L

12.2 Persistence and degradability

Biodegradability

The methods for determining the biological degradability are not applicable to inorganic substances.

12.3 Bioaccumulation potential

Partition coefficient, n-octanol in water: Data not available

Bioaccumulation is not expected

12.4 Mobility in soil

Product is mobile in water.

12.5 Results of PBT and vPvB assessment

PBT/vPvB assessment is not available as chemical safety assessment was not conducted.

12.6 Other adverse effects

Additional ecological information

This material is a very toxic to aquatic life. Do not allow material to run into surface waters, wastewater or soil.

SECTION XIII - DISPOSAL CONSIDERATIONS

13.1 Waste treatment methods

The generation of waste should be avoided or minimized whenever possible. This material is subject to disposal regulations under U.S. EPA 40 CFR Parts 261 and 262. Container should be disposed of in a safe way as empty containers may contain product residue. Leave chemicals in original containers. No mixing with other waste. Handle unclean containers like the product itself. Incinerate in an approved facility. Do not incinerate closed container. Dispose of in accordance with the Directive 2008/98/EC as well as other national, federal, state/provincial and local laws and regulations.

No waste code according to the European Waste Catalogue can be assigned for this product, as the intended use dictates the assignment. The waste code is established in consultation with the regional waste disposer.

SECTION XIV - TRANSPORT INFORMATION

US DOT (Domestic Ground Transportation)

Proper Shipping Name:	Hypochlorite Solutions
Hazard Class:	8 (As classified by 49 CFR 173 due to destruction over time of steel and aluminum)
Packing Group:	III
NAERG:	Guide #154
Packaging Authorizations:	Non-Bulk: 49 CFR 173.203; Bulk: 49 CFR 173.241
Packaging Exceptions:	49 CFR 173.154

IMO/IMDG (Water Transportation)

Proper Shipping Name:	Hypochlorite Solutions
Hazard Class:	8 (As classified by 49 CFR 173 due to destruction over time of steel and aluminum)
UN/NA#:	UN1791
Packing Group:	III
Marine Pollutant:	NO
EMS Number:	F-A, S-B

ICAO/IATA (Air Transportation)

Proper Shipping Name:	Hypochlorite Solutions
Hazard Class:	8 (As classified by 49 CFR 173 due to destruction over time of steel and aluminum)
UN/NA#:	UN1791
Packing Group:	III
Quantity Limitations:	49 CFR 175.75 - Cargo Aircraft Only: 60L Passenger Aircraft: 5L

RID/ADR (Rail Transportation)

Proper Shipping Name:	Hypochlorite Solutions
Hazard Class:	8 (As classified by 49 CFR 173 due to destruction over time of steel and aluminum)
UN/NA#:	UN1791
Packing Group:	III

Marine Pollutant: Yes (Refer to Refer to 171.4 and 172.322 for further guidance)
Signal Word: DANGER
Hazard Symbols: GHS05, GHS09 (GHS); C, N (EEC)



SECTION XV - REGULATORY INFORMATION

15.1 Safety, health and environmental regulations/legislation specific for substance or mixture

U. S. Federal Regulations

OSHA Hazard Communication Standard: This material contains "Hazardous Chemicals" as defined by the OSHA Hazard Communication Standard (29 CFR 1910.1200).
OSHA PSM: Not regulated under OSHA Process Safety Management Standard (PSM) 29 CFR 1910.119
EPA RMP: Not regulated under EPA Risk Management Standard (RMP) 40 CFR Part 68
EPA FIFRA: This product is a registered Pesticide under the Federal insecticide, Fungicide and Rodenticide Act (FIFRA) 40 CFR Part 150
TSCA Status: All components of this product are listed on the Toxic Substance Control Act (TSCA) Inventory. This product not subject to TSCA 12(b) Export Notification.
Superfund Amendments and Reauthorization Act (SARA)
SARA Section 311/312 Hazard Categories: This product is subject to the reporting requirements of Section 311/312 of the Emergency Planning and Community Right-to Know Act of 1986.
Acute: Yes **Chronic:** No **Fire:** No **Reactive:** No
SARA 313 Information: None of the chemicals in this product exceed the threshold (de minimis) reporting levels established by Section 313 of the Emergency Planning and Community Right-to Know Act of 1986.
SARA 302/304 Extremely Hazardous Substance: No components of the product exceed the threshold (de minimis) reporting levels established by of these sections of Title III of SARA.
SARA 302/304 Emergency Planning & Notification: No components of the product exceed the threshold (de minimis) reporting levels established by of these sections of Title III of SARA.
Comprehensive Response Compensation and Liability Act (CERCLA): This product contains the following CERCLA reportable substances:
Sodium Hypochlorite (CAS # 7681-52-9), RQ – 45.36 kg (100 lbs)
Sodium Hydroxide (CAS # 1310-73-2), RQ – 453.59 kg (1,000 lbs)
**Special Note: The Reportable Quantity (RQ) of Ultra-CHLOR Solution is approximately 100 gallons*
Clean Air Act (CAA)
This product does not contain any chemicals that are listed as Hazardous Air Pollutants (HAPs) designated in CAA Section 112 (b).
This product does not contain any Class 1 Ozone depletors.
This product does not contain any Class 2 Ozone depletors.
Clean Water Act (CWA)
Sodium hypochlorite, sodium hydroxide and hypochlorite solutions are listed as Hazardous Substances under the CWA.
None of the chemicals in this product are listed as Priority Pollutants under the CWA.
None of the chemicals in this product are listed as Toxic Pollutants under the CWA.

U.S. State Regulations

California Prop 65, Safe Drinking Water and Toxic Enforcement Act of 1986: This product contains no chemical(s) known to the state of California to cause cancer or other reproductive harm.
Other U.S. State Inventories:
Sodium hypochlorite (CAS #7681-52-9) is found on the following State Hazardous Substance Inventories and/or Right-to-Know lists: CA, DE, MA, MN, NY, NJ, PA.
Sodium hydroxide (CAS #1310-73-2) is found on the following State Hazardous Substance Inventories and/or Right-to-Know lists: CA, DE, ID, MA, MN, NY, NJ, PA, WA, WI .

Canada

WHMIS Hazard Symbol and Classification:



Class E – Skin Irritant

Canadian Controlled Products Regulations (CPR): This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations, and the SDS contains all the information required by the Controlled Products Regulations.
Canadian Ingredient Disclosure List (IDL): Sodium hypochlorite and sodium hydroxide are listed on the IDL.
Canadian National Pollutant Release Inventory (NPRI): None of the ingredients in this product are listed on the NPRI.

European Economic Community

WGK, Germany (Water danger/protection): 2

Chemical Inventory Lists

Country	Inventory Name	Inventory Listing*

United States	Toxic Substance Control Act (TSCA)	Yes
Canada	Domestic Substance List (DSL).	Yes
Canada	Non-Domestic Substance List (NDSL)	Yes
Europe	Inventory of New and Existing Chemicals (EINECS)	Yes
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
New Zealand	New Zealand Inventory of Chemicals (NZIoC)	Yes
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
Philippines	Philippines Inventory of Chemicals and Chemical Substances (PICCS)	Yes

*"Yes" indicates that all components of this product are in compliance with the inventory requirements administered by the governing country.
*"No" indicates that one or more components of this product are not on the inventory and are not exempt from listing.

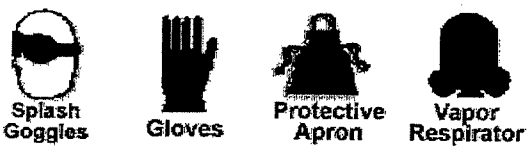
SECTION XVI - OTHER INFORMATION

Hazardous Material Information System (HMIS)

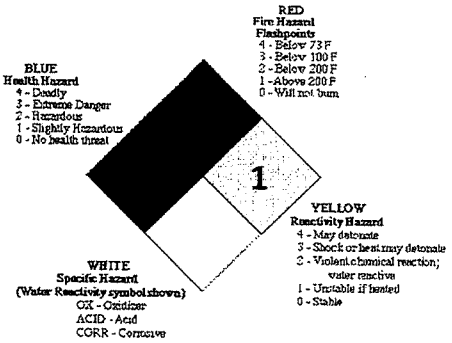
HEALTH	2
FLAMMABILITY	0
REACTIVITY	1
PERSONAL PROTECTION	H

HMIS / NFPA Hazard Rating Legend

* = Chronic Health Hazard	2 = MODERATE
0 = INSIGNIFICANT	3 = HIGH
1 = SLIGHT	4 = EXTREME



National Fire Protection Association (NFPA)



For additional information, contact our technical service department.

Information contained in this SDS refers only to the specific material designated and does not relate to any process or use involving other materials. This information is based on data believed to be reliable, and the Product is intended to be used in a manner that is customary and reasonably foreseeable. Since actual use and handling are beyond our control, no warranty, express or implied, is made and no liability is assumed by Odyssey Manufacturing in connection with the use of this information.

U.S. Department
of Transportation
**Federal Motor
Carrier Safety
Administration**

1200 New Jersey Ave., S.E.
Washington, DC 20590

March 29, 2018

In reply refer to:
USDOT No.: 826347

MARVIN RAKES
PRESIDENT
ODYSSEY MANUFACTURING COMPANY
ODYSSEY MANUFACTURING CO
1484 MASSARO BLVD
TAMPA, FL 33619

Safety Audit Pass

This letter is to inform you that, based on the results of the safety audit conducted on ODYSSEY MANUFACTURING COMPANY on March 21, 2018, the Federal Motor Carrier Safety Administration (FMCSA) has determined that ODYSSEY MANUFACTURING COMPANY may continue to operate in interstate commerce within the United States.

However, for-hire motor carriers cannot operate in interstate commerce unless they obtain operating authority from FMCSA by following the registration procedures described in 49 CFR part 365, unless providing transportation exempt from 49 CFR part 356 registration requirements.

You are reminded that as a new entrant motor carrier FMCSA will continue to monitor and evaluate ODYSSEY MANUFACTURING COMPANY's safety management practices and on-road performance to ensure ODYSSEY MANUFACTURING COMPANY is complying with Federal requirements including the Federal Motor Carrier Safety Regulations (FMCSRs) and applicable Federal Hazardous Materials Regulations (HMRs). ODYSSEY MANUFACTURING COMPANY may be granted permanent registration no earlier than 18 months from the date its USDOT New Entrant registration was originally granted. Failure to comply with applicable requirements may result in the revocation of ODYSSEY MANUFACTURING COMPANY's USDOT New Entrant or permanent registration.

If you have any questions concerning your New Entrant Status, please call your division office number (202) 366-4023.

Sincerely,

Joseph P. DeLorenzo, Director, Office of Enforcement and Compliance

RECEIVED APR 04 2018

USDOT#	Legal: ODYSSEY MANUFACTURING COMPANY	Review Date:
826347	Operating (DBA): ODYSSEY MANUFACTURING CO	3/21/2018

Part A - General Information

MC/MX #: **State #:** **Federal Tax ID:** 65-0846345

Review Type: Safety Audit – New Entrant **Location of Review/Audit:** Company Facility in the U. S.

Scope: Entire Operation **Territory:**

Operation Types	Interstate	Intrastate
Carrier:	HM	N/A
Shipper:	N/A	N/A
Cargo Tank:	N/A	

Business: Corporation

Gross Revenue: $50,000,000.00

for year ending: 3/21/2018

Company Physical Address:

1484 MASSARO BLVD
TAMPA, FL 33619, US

Contact Name: Marvin Rakes - President (Officer)
Phone numbers: (1) 813-635-0339 **(2)** **Fax** 813-630-2589
E-Mail Address: pallman@odysseymanufacturing.

Company Mailing Address:

1484 MASSARO BLVD
TAMPA, FL 33619, US

Carrier Classification

Private Property

Cargo Classification

Chemicals

Hazardous Materials

8.0 Corrosive Material	Carried	Bulk

Does carrier transport placardable quantities of HM? Yes - Interstate
Is an HM Permit required? No

Driver Information

	Interstate	Intrastate
< 100 Miles:	0	0
>= 100 Miles:	27	0

Average trip leased drivers/month: 0
Total Drivers: 27
CDL Drivers: 27

Equipment

	Owned	Term Leased	Trip Leased
Truck Tractor	0	27	0
HM Cargo Tank Trailer	27	0	0

	Owned	Term Leased	Trip Leased
Trailer	3	0	0

USDOT#	Legal: ODYSSEY MANUFACTURING COMPANY	Review Date:
826347	Operating (DBA): ODYSSEY MANUFACTURING CO	3/21/2018

Part A - General Information

Power units used in the U.S.:	27
Percentage of time used in the U.S.:	100

ODYSSEY MANUFACTURING COMPANY (ODYSSEY MANUFACTURING CO dba) USDOT#: 826347	Review Date: 3/21/2018

Part A

Question about this report or the Federal Motor Carrier Safety or Hazardous Material

may be addressed to the Federal Motor Carrier Safety Administration at:

3500 Financial Plaza, Suite 200
Tallahassee, FL 32312-5900
Phone: (850) 942-9338 Fax: (850) 942-9680

This SAFETY AUDIT will be used to assess your safety compliance.

Person(s) Interviewed:

Name: Marvin Rakes	**Title:** President
Name: Patrick Allman	**Title:** General Manager

Safety Investigator Name: MOSLEY

Code: FL0612

Part B - Questions and Answers

An asterisk (*) beside an answer indicates an area of non-compliance by the motor carrier, and negatively affects the results of the audit.

Question	Answer
Factor 1. General Question #1 Section #387.7(a) Acute Does the carrier have the required minimum level of financial responsibility in effect (property carrier)?	Yes
Factor 1. General Question #2 Section #387.7(d) Critical Does the carrier have required proof of financial responsibility (property carrier)?	Yes
Factor 1. General Question #3 Section #387.31(a) Acute Does the carrier have the required minimum level of financial responsibility in effect (passenger carrier)?	N/A
Factor 1. General Question #4 Section #387.31(d) Critical Does the carrier have required proof of financial responsibility (passenger carrier)?	N/A
Factor 1. General Question #5 Section #13901 392.9a(a) Is the motor carrier authorized to conduct interstate operations in the United States?	Yes
Factor 1. General Question #6 Section #390.15(b)(1) Can the carrier provide a complete accident register of recordable accidents for up to 3 years after each accident?	N/A
Factor 1. General Question #7 Section #390.21 Does the carrier know the commercial motor vehicles marking requirements?	Yes
Factor 2. Driver Question #1 Section #391.51(b)(1) Does the carrier maintain driver's application in accordance with 391.21?	Yes
Factor 2. Driver Question #2 Section #391.51(b)(2) Critical Does the carrier maintain a copy of the motor vehicle record received from each State pursuant to 391.23(a)(1)?	Yes
Factor 2. Driver Question #3 Section #391.51(b)(3) Does the carrier maintain the certificate of driver's road test pursuant to 391.31(e) or copy of the license accepted as equivalent to the driver's road test pursuant to 391.33?	Yes
Factor 2. Driver Question #4 Section #391.51(b)(4) Does the carrier maintain the motor vehicle record from each state driver licensing agency to the annual driver record inquiry required by 391.25(a)?	Yes
Factor 2. Driver Question #5 Section #391.51(b)(5) Does the carrier maintain the annual review of the driver's driving record as required by 391.25(c)(2) ?	Yes
Factor 2. Driver Question #6 Section #391.51(b)(6) Does the carrier maintain a list or certificate relating to violations of motor vehicle laws required by 391.27?	Yes
Factor 2. Driver Question #7 Section #391.51(b)(7) Critical Does the carrier maintain the medical examiner's certificate as required by 391.43(g)?	Yes

Question	Answer
Factor 2. Driver Question #8 Section #391.51(b)(8) Does the carrier maintain a Skill Performance Evaluation Certificate (SPEC)?	N/A
Factor 2. Driver Question #9 Section #391.53(a) Does the carrier maintain investigations into the driver safety performance history?	Yes
Factor 2. Driver Question #10 Section #391.11(b)(4) Acute Is the carrier using physically qualified drivers?	Yes
Factor 2. Driver Question #11 Section #391.15(a) Acute Is the carrier using any disqualified drivers?	No
Factor 2. Driver Question #12 Section #382.115(a), 382.115(b) Acute Has the carrier implemented an alcohol and/or controlled substances testing program?	Yes
Factor 2. Driver Question #13 Section #382.213(b) Acute Has the carrier used drivers who have used controlled substances?	No
Factor 2. Driver Question #14 Section #382.215 Acute Has the carrier used a driver who has tested positive or has adulterated or substituted a test specimen for a controlled substance?	No
Factor 2. Driver Question #15 Section #382.201 Acute Has the carrier used a driver known to have an alcohol concentration of 0.04 or greater?	No
Factor 2. Driver Question #16 Section #382.505(a) Acute Has the carrier used a driver found to have an alcohol concentration of .02 or greater but less than .04 within 24 hours of being tested?	No
Factor 2. Driver Question #17 Section #382.301(a) Critical Has the carrier ensured that drivers have undergone testing for controlled substances prior to performing a safety sensitive function?	Yes
Factor 2. Driver Question #18 Section #382.303(a) Critical Has the carrier conducted post accident testing on drivers for alcohol?	N/A
Factor 2. Driver Question #19 Section #382.303(b) Critical Has the carrier conducted post accident testing on drivers for controlled substances?	N/A
Factor 2. Driver Question #20 Section #382.305 Acute Has the carrier implemented random testing program?	Yes
Factor 2. Driver Question #21 Section #382.305(b)(1) Critical Has the carrier conducted random alcohol testing at an annual rate of not less than the applicable annual rate or prorated rate of the average number of driver positions?	Yes
Factor 2. Driver Question #22 Section #382.305(b)(2) Critical Has the carrier conducted controlled substance testing at the applicable prorated rate of not less than the applicable annual rate of the average number of driver positions?	Yes

Question	Answer
Factor 2. Driver Question #23 Section #40.305(a) Has the carrier conducted the required return-to-duty tests on employees returning to safety-sensitive functions?	N/A
Factor 2. Driver Question #24 Section #40.309(a) Is the carrier conducting follow-up testing as directed by the Substance Abuse Professional?	N/A
Factor 2. Driver Question #25 Section #382.211 Acute Has the carrier used a driver who has refused to submit to an alcohol or controlled substances test required under Part 382?	No
Factor 2. Driver Question #26 Section #382.503 Critical Has the carrier used a Substance Abuse Professional as required by 49 CFR Part 40 Subpart O?	N/A
Factor 2. Driver Question #27 Section #382.601 Does the carrier have a copy of a complete alcohol and drug testing policy?	Yes
Factor 2. Driver Question #28 Section #382.603 Does the carrier have evidence that all designated supervisors have received the required Reasonable Suspicion Supervisor Training?	Yes
Factor 2. Driver Question #29 Section #383.23(a) Critical Has a driver operated a commercial motor vehicle without a current operating license, or a license, which hasn't been properly classed and endorsed?	No
Factor 2. Driver Question #30 Section #383.37(b) Acute Has the motor carrier knowingly allowed it's drivers who's CDLs have been suspended, revoked or canceled by a state, have lost the right to operate a CMV in a State, or have been disqualified from operating a CMV to operate a commercial motor vehicle?	No
Factor 2. Driver Question #31 Section #383.51(a) Acute Has the motor carrier knowingly allowed, required, permitted, or authorized a driver to drive who is disqualified to drive a commercial motor vehicle?	No
Factor 3. Operation Question #1 Section #395.1(e)(1), 395.1(e)(2) Does the carrier have a system for recording hours of duty status on 100/150- mile radius drivers, and are they properly utilizing the 100/150 air-mile radius exemption?	N/A
Factor 3. Operation Question #2 Section #395.8(a) Critical Does the carrier require drivers to make a record of duty status?	Yes
Factor 3. Operation Question #3 Section #395.8(i) Critical Does the carrier require drivers to submit records of duty status within 13 days?	Yes
Factor 3. Operation Question #4 Section #395.8(k)(1) Critical Can the carrier produce records of duty status and supporting documents for selected drivers?	Yes
Factor 3. Operation Question #5 Section #395.3(a)(1) Critical Has the carrier allowed driver(s) to exceed the 11-hour rule? (Property)	No
Factor 3. Operation Question #6 Section #395.3(a)(2) Critical Has the carrier allowed driver(s) to exceed the 14-hour rule? (Property)	No

Question	Answer
Factor 3. Operation Question #7 Section #395.3(b)(1) Critical Has the carrier allowed driver(s) to drive after having been on duty more than 60 hours in 7 consecutive days? (Property)	No
Factor 3. Operation Question #8 Section #395.3(b)(2) Critical Has the carrier allowed driver(s) to drive after having been on duty more than 70 hours in 8 consecutive days? (Property)	No
Factor 3. Operation Question #9 Section #395.5(a)(1) Critical Has the carrier allowed driver(s) to exceed the 10 hour rule? (Passenger)	N/A
Factor 3. Operation Question #10 Section #395.5(a)(2) Critical Has the carrier allowed driver(s) to exceed the 15 hour rule? (Passenger)	N/A
Factor 3. Operation Question #11 Section #395.5(b)(1) Critical Has the carrier allowed driver(s) to drive after having been on duty more than 60 hours in 7 consecutive days? (Passenger)	N/A
Factor 3. Operation Question #12 Section #395.5(b)(2) Critical Has the carrier allowed driver(s) to drive after having been on duty more than 70 hours in 8 consecutive days? (Passenger)	N/A
Factor 3. Operation Question #13 Section #395.8(e) Critical Does available evidence indicate a selected driver has prepared a false record of duty status?	No
Factor 3. Operation Question #14 Section #392.2 Critical Does the motor carrier ensure that drivers operate commercial motor vehicles in accordance with the laws, ordinances, and regulations of the jurisdictions in which they are operating?	Yes
Factor 3. Operation Question #15 Section #392.9(a)(1) Critical Does the carrier ensure that drivers are not permitted to drive a vehicle without the cargo properly distributed and adequately secured?	Yes
Factor 3. Operation Question #16 Section #392.4(b) Acute Have any drivers operated a commercial motor vehicle while under the influence of, or in possession of, narcotic drugs, amphetamines, or any other substances capable of rendering the drivers incapable of safely operating motor vehicles?	No
Factor 3. Operation Question #17 Section #392.5(b)(1) Acute Have any drivers operated a commercial motor vehicle while under the influence of, or in possession of, intoxicating beverages?	No
Factor 3. Operation Question #18 Section #392.5(b)(2) Acute Have any drivers operated a commercial motor vehicle within 4 hours of having consumed intoxicating beverages?	No
Factor 3. Operation Question #19 Section #392.80(b)/ 392.82 Have any drivers operated a commercial motor vehicle while engaged in texting or using a handheld mobile device?	No
Factor 4. Maintenance Question #1 Section #396.3(b) Critical Can the carrier produce complete maintenance files for requested vehicle(s)?	Yes
Factor 4. Maintenance Question #2 Section #396.17(a) Critical Does the motor carrier conduct periodic (annual) inspections for selected vehicles?	Yes

Question	Answer
Factor 4. Maintenance Question #3 Section #396.19 Is the carrier using qualified inspectors (mechanic) and maintaining evidence of the inspector's qualifications?	Yes
Factor 4. Maintenance Question #4 Section #396.21(b)(1) Can the motor carrier produce evidence of periodic (annual) inspections for selected vehicles?	Yes
Factor 4. Maintenance Question #5 Section #396.11(a) Critical Does the motor carrier require drivers to complete vehicle inspection reports daily?	Yes
Factor 4. Maintenance Question #6 Section #396.11(c) Acute Does the carrier ensure that out-of-service defects listed by the driver in the driver vehicle inspection reports are corrected before the vehicle is operated again?	Yes
Factor 4. Maintenance Question #7 Section #396.9(c)(2) Acute Does the carrier ensure vehicles that have been declared "out-of-service" do not operate before repairs have been made?	Yes
Factor 4. Maintenance Question #8 Section #396.3 Can the carrier explain its systematic, periodic maintenance program?	Yes
Factor 5. Hazmat Question #1 Section #107.608(a) Is the carrier registered with the Pipeline and Hazardous Materials Safety Administration, and do they have copies of all of their registrations for the previous 3 years?	Yes
Factor 5. Hazmat Question #2 Section #173.6 Does the motor carrier transport Materials of Trade (MOT), that follow all the requirements listed in 173.6?	N/A
Factor 5. Hazmat Question #3 Section #171.15 Critical Does the carrier promptly report hazardous materials incidents requiring immediate telephone notice to the appropriate authorities?	N/A
Factor 5. Hazmat Question #4 Section #171.16 Critical Does the carrier file hazardous materials incident reports when required?	N/A
Factor 5. Hazmat Question #5 Section #172.516 Is the motor carrier and its drivers in compliance with the requirements for placarding hazardous materials and display of placards on vehicles?	Yes
Factor 5. Hazmat Question #6 Section #172.604(a) Does the carrier have a contract with a qualified entity to provide emergency response information or does the carrier provide emergency response to spills or incidents?	Yes
Factor 5. Hazmat Question #7 Section #172.700(a) Critical Does the carrier provide HM training for its Hazmat employees?	Yes
Factor 5. Hazmat Question #8 Section #172.704(a) Do the HM training materials cover the minimum required elements?	Yes
Factor 5. Hazmat Question #9 Section #172.704(d) Does the motor carrier have on file the required records for hazardous materials training for each hazardous materials employee?	Yes

Question	Answer
Factor 5. Hazmat Question #10 Section #177.817(a) Critical Are the shipping papers used by the carrier properly prepared?	Yes
Factor 5. Hazmat Question #11 Section #177.817(e) Critical Does the carrier maintain proper accessibility for shipping papers?	Yes
Factor 5. Hazmat Question #12 Section #177.841(e) Acute Does the carrier transport packages bearing a poison label in the same vehicle with any foodstuff or feed for humans or animals in violation of the regulations?	N/A
Factor 5. Hazmat Question #13 Section #177.848 Is the motor carrier aware that some hazardous materials may not be transported in the same vehicle with other hazardous material?	N/A
Factor 5. Hazmat Question #14 Section #180.407(a) Critical Has the carrier transported a shipment of HM in a cargo tank that has not been inspected or tested in accordance with 180.407?	No
Factor 5. Hazmat Question #15 Section #180.407(c) Critical Are all of the cargo tanks used for the transportation of hazardous materials periodically inspected and tested in accordance with 180.407?	Yes
Factor 5. Hazmat Question #16 Section #180.415 Critical Are cargo tanks that pass inspections or tests required by 180.407 marked?	Yes
Factor 5. Hazmat Question #17 Section #180.417(a)(1) Critical Has the carrier retained all of the manufacturer's cargo tank data report certificates and related papers, as required?	Yes
Factor 5. Hazmat Question #18 Section #397.13(a) Critical Has the carrier permitted anyone to smoke when within 25 feet of a vehicle containing Class 1 materials, Class 5 materials, or flammable materials classified in Division 2.1, Class 3, Divisions 4.1 and 4.2?	No
Factor 7. Other Question #1 Section #375.211 Does the carrier participate in an Arbitration Program?	N/A
Factor 7. Other Question #2 Section #13702 Does the carrier assess shipper freight charges based upon published tariffs?	N/A
Factor 7. Other Question #3 Section #375.401(c) Does the carrier provide reasonably accurate estimates of moving charges?	N/A
Factor 7. Other Question #4 Section #375.407(a), 375.703(b) Has the carrier avoided "hostage freight" or other predatory practices?	N/A
Factor 7. Other Question #5 Section #387.301(a), 387.301(b) Does the HHG carrier have sufficient levels of public liability and cargo insurance?	N/A
Factor 7. Other Question #6 Section #375.215 Does the carrier have a published tariff and is the motor carrier charging the applicable rate (375.215).	N/A

Question	Answer
Factor 7. Other Question #7 Section #375.213 Can the motor carrier identify the five documents required to be given to a prospective individual shipper prior to executing an order for service?	N/A
Factor 7. Other Question #8 Section #49 CFR 37 subpart H Does the carrier have the means to provide accessible over-the-road bus (OTRB) service on a 48-hour advance notice basis by its owned or leased OTRBs?	N/A
Factor 7. Other Question #9 Section #49 CFR 37 subpart H If the carrier does not have the means then does the carrier have an arrangement with another carrier that operates accessible OTRBs?	N/A
Factor 7. Other Question #10 Section #Motorcoach Safety Action Plan Does the over-the-road bus company own or lease a facility for inspection, repair, and maintenance of its vehicles?	N/A
Factor 7. Other Question #11 Section #Motorcoach Safety Action Plan Does the over-the-road bus company have an arrangement or contract for systematic inspection, repair, and maintenance of its vehicles?	N/A

ODYSSEY MANUFACTURING COMPANY (ODYSSEY MANUFACTURING CO dba) USDOT#: 826347	Review Date: 3/21/2018

Part B

Your Proposed Safety Audit Result is: PASS

Explanation of Scoring Methodology

Factor	Failed Questions Critical	Acute	Performance Test Status	Total Points	Factor Status
1. General	0	0	—	0	PASS
2. Driver	0	0	—	0	PASS
3. Operations	0	0	—	0	PASS
4. Maintenance	0	0	PASS — 0.00 %	0	PASS
5. Hazardous Materials	0	0	—	0	PASS
6. Accidents	—	—	PASS — 0.00	—	PASS
SUM	0	0		0	PASS

Result: Carrier has adequate basic safety management controls in place.

NOTE: Carrier has the right to request a review of this determination if there are factual or procedural disputes.

HOW THE SA IS SCORED

FACTORS - The Federal Motor Carrier Safety and Federal Hazardous Material Regulations are categorized into six factors. Multiple questions address the various factors. The Part B Question & Answer Report lists the CFR section numbers related to each question.

CRITICAL/ACUTE - Questions are also defined as CRITICAL, ACUTE or neither depending on the significance of the underlying regulation. Questions are assigned a point value if they are incorrectly answered. Critical = 1 and Acute = 1.5. The point values are summed for each factor. Any factor with a point value of 3 or more is marked "FAILED".

OUT OF SERVICE (OOS) RATE - The Driver/Vehicle OOS rate is used in factor #4 as another question. If there have been at least three level 1, 2, or 5 North American Standard Inspections conducted over the past year, they will be summarized. If the summed OOS rate is 34% or above, one additional point is assigned to that factor.

CRASH FACTOR - Carriers are defined as urban or non-urban in order to compensate for the higher crash risk of urban operations. Urban carriers are defined as those that operate within a 100 air-mile radius. The crash rate for a carrier is calculated as accidents per million miles traveled. Factor #6 is "FAILED" if the urban carrier crash rate exceeds 1.7 or the non-urban carrier crash rate exceeds 1.5.

OVERALL STATUS DETERMINATION - Any carrier with 3 or more "FAILED" factors is deemed to have failed the Safety Audit by having inadequate safety management controls in place to operate in the U.S.

Part B Requirements and/or Recommendations

1. "Is Your Registration Information Current?"
   FMCSA requires carriers to update their registration data via a MCS-150 form every 24 months. Please review, verify and update your contact information, Vehicle Miles Travelled (VMT) and Power Unit (PU) data to ensure that it is current and accurate, since it is used in the new Carrier Safety Measurement System. You should access the system, review all the information and press the submit button. Once you've done this, the system will record that you've reviewed the information and you will be in compliance with the biennial update requirement.
   https://li-public.fmcsa.dot.gov/LIVIEW/PKG_REGISTRATION.prc_option
2. A complete Educational and Technical Assistance package entitled " A MOTOR CARRIER'S GUIDE TO IMPROVING HIGHWAY SAFETY" is available free on the FMCSA website to assist you in complying with the safety regulations. It contains many forms and documents useful for improving the safety of your operations. Check: www.fmcsa.dot.gov/factsfigs/eta/index.html.

FW & P C O A
Organized in 1941

Florida Water & Pollution Control Operators Association, Incorporated

September 8, 2014

ODYSSEY
Attention: Patrick Allman
1484 Massaro Blvd.
Tampa, FL 33619

Dear: Patrick Allman:

We are pleased to inform that FW&PCOA has granted your request for Approval of your CEU Course Offerings. The FW&PCOA course number and Continuing Education Units are as follows:

TITLE	COURSE ID #	CEU's
Sodium Hypochlorite	**DS/DW/WW02070001**	**0.2**
On-Site Generation of Sodium Hypochlorite	**DS/DW/WW02070002**	**0.2**
Disinfection Basic & Chloramination	**DS/DW/WW02070003**	**0.2**
Chemical System Design & Troubleshooting	**DS/DW/WW02070004**	**0.2**
Basic Chemical Handling, Safety & Operation	**DS/DW/WW02070005**	**0.2**

When you have completed your seminar, I need to have the following mailed to me within 15 days of course completion:

Course Completion Record completed with each person that attended the seminar
Course Roster and Sign-in Sheets
Certificate of Completion completed for each student in attendance
Course evaluation form filled out by each student
Payment of $10.00 per student for each course they attended

If you have any further questions please do not hesitate to contact us.

Sincerely,

Shirley Reaves
FW&PCOA Training Office
4401 S. Hopkins Ave. Suite 108
Titusville, FL 32780
Phone (321) 383-96900
Fax (321) 383-9691

EXHIBIT 3
BAY COUNTY
INSURANCE REQUIREMENTS

1. LOSS CONTROL/SAFETY

a. Precaution shall be exercised at all times by the Vendor for the protection of all persons, including employees, and property. The Vendor shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

b. The County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Vendor acknowledges that such stoppage will not shift responsibility for any damages from the Vendor to the County.

2. DRUG FREE WORK PLACE REQUIREMENTS

All contracts with individuals or organizations that wish to do business with the Bay County Board of Commissioners, a stipulation will be made in the contract or purchase order that requires contractors, subcontractors, vendors or consultants to have a substance abuse policy. The employees of such contractors, subcontractors, vendors or consultants will be subject to the same rules of conduct and tests as the employees of the Bay County Board of Commissioners. In the event of an employee of a supplier of goods or services is found to have violated the Substance Abuse Policy, that employee will be denied access to the County's premises and job sites. In addition, if the violation(s) is/are considered flagrant, or the County is not satisfied with the actions of the contractor, subcontractor, vendor, or consultant, the County can exercise its right to bar all of the contractor's, subcontractor's, vendor's, or consultants employees from its premises or decline to do business with the contractor, subcontractor, vendor or consultant in the future. All expenses and penalties incurred by a contractor, subcontractor, vendor or consultant as a result of a violation of the County's Substance Abuse Policy shall be borne by the contractor, subcontractor, vendor, or consultant.

3. INSURANCE - BASIC COVERAGES REQUIRED

a. The Vendor shall procure and maintain the following described insurance, except for coverages specifically waived by the County, on policies and with insurers acceptable to the County. These insurance requirements shall not limit the liability of the Vendor. All subcontractors are subject to the same coverages and limits as the Vendor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Vendor's interests or liabilities, but are merely minimums.

b. Except for workers' compensation and professional liability, the Vendor's insurance policies shall be endorsed to name the County as an additional insured to the extent of the County's interests arising from this agreement, contract, or lease.

c. Except for workers' compensation, the Vendor waives its right of recovery against the County, to the extent permitted by its insurance policies.

d. The Vendor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Vendor is responsible for the amount of any deductible or self-insured retention.

e. Insurance required of the Vendor or any other insurance of the Vendor shall be considered primary, and insurance of the County shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the County, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

f. WORKERS' COMPENSATION COVERAGE

The Vendor shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least **$500,000 each accident and $500,000 each employee/$500,000 policy limit for disease**. The Vendor shall also purchase any other coverages required by law for the benefit of employees. The Vendor shall provide to the County an Affidavit stating that he meets all the requirements of Florida Statute 440.02(14)(d).

g. GENERAL, AUTOMOBILE AND EXCESS OR UMBRELLA LIABILITY COVERAGE

The Vendor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial or Comprehensive General Liability and Business Auto policies of the Insurance Services Office. **Minimum limits of $1,000,000 per occurrence** for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers' compensation Coverage section) and the amount of coverage required.

h. GENERAL LIABILITY COVERAGE

Commercial General Liability - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent vendors, contractual liability covering this agreement contract or lease, and broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures. Coverage B shall include personal injury. Coverage C, medical payments, is not required.

i. PRODUCTS/COMPLETED OPERATIONS

The Vendor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

j. BUSINESS AUTO LIABILITY COVERAGE

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

k. EXCESS OR UMBRELLA LIABILITY COVERAGE

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

l. CERTIFICATES OF INSURANCE

1. Required insurance shall be documented in Certificates of Insurance which provide that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change. The Certificate Holder will be addressed as the BAY COUNTY BOARD OF COMMISSIONERS, 840 W. 11th Street, Panama City, Florida 32401. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to this address. Each Certificate will address the service being rendered to the County by the Vendor. **The County shall be named as an Additional Insured, Primary and Non-Contributory for both General Liability and Business Auto Liability with Waiver of subrogation included with respects to both General Liability and Business Auto.**

2. New Certificates of Insurance are to be provided to the County at least 15 days after coverage renewals.

3. If requested by the County, the Vendor shall furnish complete copies of insurance policies, forms and endorsements.

4. For the Commercial General Liability coverage the Vendor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of the liability coverage.

m. RECEIPT OF INSUFFICIENT CERTIFICATES

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Vendor's obligation to fulfill the insurance requirements herein.

4. ADDITIONAL INSURANCE

If checked below, the County requires the following additional types of insurance.

☐ **Professional Liability/Malpractice/Errors or Omissions Coverage**

The Vendor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later

than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

☐ **Property Coverage for Leases**

The Vendor shall procure and maintain for the life of the lease, all risk/special perils (including sinkhole) property insurance (or its equivalent) to cover loss resulting from damage to or destruction of the building and personal property/contents. The policy shall cover 100% replacement cost, and shall include an agreed value endorsement to waive coinsurance.

☐ **Commercial General Liability Increased General Aggregate Limit (or separate aggregate)**

Because the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit of N/A is required by the County for this agreement or contract.

☐ **Liquor Liability**

In anticipation of alcohol being served, the Vendor shall provide evidence of coverage for liquor liability in an amount equal to the general/umbrella/excess liability coverage. If the general liability insurance covers liquor liability (e.g. host or other coverage), the Vendor's agent or insurer should provide written documentation to confirm that coverage already applies to this agreement, contract or lease. If needed coverage is not included in the general/umbrella excess liability policy(ies), the policy(ies) must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required.

☐ **Owners Protective Liability Coverage**

For renovation or construction contracts the Vendor shall provide for the County an owners protective liability insurance policy (preferably through the Vendor's insurer) in the name of the County. This is redundant coverage if the County is named as an additional insured in the Vendor's Commercial General Liability insurance policy. However, this separate policy may be the only source of coverage if the Vendor's liability coverage limit is used up by other claims.

☐ **Builders Risk Coverage**

Builders Risk insurance is to be purchased to cover subject property for all risks of loss (including theft and sinkhole), subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the Installation Floater and Motor Truck Cargo insurance described hereafter, if such coverages are not separately provided. If flood and/or earthquake risks exist, flood and earthquake insurance are to be purchased. If there is loss of income, extra expense and/or expediting expense

exposure, such coverage is to be purchased. If boiler and machinery risks are involved, boiler and machinery insurance, including coverage for testing, is to be purchased.

The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the County and all vendors and subcontractors. The insurance is to be endorsed to grant permission to occupy.

☐ **Installation Floater Coverage**

Installation Floater insurance is to be purchased when Builder's Risk insurance is inappropriate, or when Builder's Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Vendor, including off-site storage, transit and installation.

The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

☐ **Motor Truck Cargo Coverage**

If the Installation Floater insurance does not provide transportation coverage, separate Motor Truck Cargo or Transportation insurance is to be provided for materials or equipment transported in the Vendor's vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

☐ **Vendor's Equipment Coverage**

Vendor's Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the Vendor. All risks coverage is preferred. The contract may declare self-insurance for vendor equipment.

☐ **Fidelity/Dishonesty/Liability Coverage – Third Party**

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Other Party's employees resulting in a loss to decedent, i.e. theft of valuables.

☐ **Fidelity/Dishonesty Coverage for Employer (Vendor)**

Fidelity/Dishonesty insurance is to be purchased to cover dishonest acts of the Vendor's employees, including but not limited to theft of vehicles, materials, supplies, equipment, tools, etc., especially property necessary to work performed.

☐ **Fidelity/Dishonesty/Liability Coverage for County**

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Vendor's employees resulting in loss to the County.

☐ **Electronic Data Liability Insurance**

The Other Party shall purchase Electronic Data Liability with limits of

☐ **Garage Liability Coverage**

Garage Liability insurance is to be purchased to cover the Vendor and its employees for its garage and related operations while in the care, custody and control of the County's vehicles.

☐ **Garage Keepers Coverage (Legal Liability Form)**

Garage Keepers Liability insurance is to be purchased to cover damage or other loss, including comprehensive and collision risks, to the County's vehicles while in the care, custody and control of the Vendor. This form of coverage responds on a legal liability basis, and without regard to legal liability on an excess basis over any other collectible insurance.

☐ **Damage to Premises Rented/Leased to you- (Legal Liability Form)**

Provide property coverage for leased premises due to liability incurred because the insured's negligence results in fire or explosion. Specified limit of liability required.

☐ **Watercraft Liability Coverage**

Because the Vendor's provision of services involves utilization of watercraft, watercraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft, including owned, non-owned and hired.

Coverage may be provided in the form of an endorsement to the general liability policy, or in the form of a separate policy coverage Watercraft Liability or Protection and Indemnity.

☐ **Aircraft Liability Coverage**

Because the Vendor's provision of services involves utilization of aircraft, aircraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any aircraft, including owned, non-owned and hired.

The minimum limits of coverage shall be per occurrence, Combined Single Limits for Bodily Injury (including passenger liability) and Property Damage.

☒ **Pollution Legal Liability Coverage** $1,000,000.00

Pollution legal liability insurance is to be purchased to cover pollution and/or environmental legal liability which may arise from this agreement or contract.

☐ **United States Longshoremen and Harbor workers Act Coverage**

The Workers Compensation policy is to be endorsed to include United States Longshoremen and Harbor workers Act Coverage for exposures which may arise from this agreement or contract.

☐ **Jones Act Coverage**

The Workers Compensation policy is to be endorsed to include Jones Act Coverage for exposures which may arise from this agreement or contract.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/03/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Stahl & Associates Insurance Inc. 91 Lake Morton Drive P O Box 3608 Lakeland FL 33802	CONTACT NAME: Brian Ludwig PHONE (A/C, No, Ext): (863) 688-5495 FAX (A/C, No): (863) 688-4344 E-MAIL ADDRESS: certificateslakeland@stahlinsurance.com
INSURED Odyssey Manufacturing Co. 1484 Massaro Blvd Tampa FL 33619	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A: Illinois Union Insurance Co 27960 INSURER B: ACE American Insurance Co 22667 INSURER C: Zenith Insurance Company 13269 INSURER D: Colony Insurance Co 39993 INSURER E: Hamilton Insurance DAC INSURER F:

COVERAGES **CERTIFICATE NUMBER:** Oct 2022 - Master Liab **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Per Project applies by [ ] written contract GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [X] OTHER: XCU, Contractual	Y	Y	G24092975014	10/01/2022	10/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY [X] Hired PD	Y	Y	H08450377014	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
A/D	[X] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			G24092987014 / EXO4266669	10/01/2022	10/01/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		Z066828618	01/01/2022	01/01/2023	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Pollution Liability ($5k Ded) Professional Liability ($25k Ded)			G24092975014	10/01/2022	10/01/2023	Each Poll Condition Agg Each Prof Occurrenc Agg retro Date: 10/1/2009	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Insurer E: Hamilton Insurance DAC - Policy # ENVXSHI279494, Eff 10/1/22 to 10/1/23, Excess Liability Limit: $1,000,000 excess $4,000,000
RE: Contract 22-72 Liquid Sodium Hypochlorite Supply ; Bay County Board of Commissioners is additional insured on general liability and auto liability on a primary non-contributory baiss when required by written contract. Waiver of subrogation applies on the general liability and auto liability when required by written contract. 30 Days Notice of Cancellation will be given to Bay County Board of Commissioners.

CERTIFICATE HOLDER

Bay County Board of Commissioners Att: Risk Management
840 West 11th Street
Panama City FL 32401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Anthony H Martin

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CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:	***2. MEETING DATE:***
Chad Roeder, Public Works	September 12, 2024

3. REQUESTED MOTION/ACTION:

Approve Change Order #4 to the Agreement with Dominguez Design-Build, Inc. in the amount of $41,266.00. This change order includes the following: replacement of a 6" re-use water line including a credit for a change in kitchen ceiling height; installation of door hardware in the accessory building; installation of a floor drain; and revision of bronze signage.

4. AGENDA:

CONSENT AGENDA

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: Yes

Detailed Budget Amendment Attached: No

6. IDENTIFY STRATEGIC PRIORITY:
Public Safety
Quality of Life

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

Staff recommends approval of Change Order #4 to the Agreement with Dominguez Design-Build, Inc. in the amount of $41,266.00. This change order encompasses the following contract modifications:

1. The replacement of approximately 160 linear feet of existing 6” re-use water pipe (shown on base maps as an existing 12") on San Vincente. The 12" reclaimed water main was required by the landscape architect to ensure adequate water flow and pressure throughout the proposed irrigation system.
2. A credit for lowering the ceiling and bulkhead heights in the fire station kitchen and dining room to incorporate mechanical ductwork installed incorrectly.
3. Accessory building hardware including the installation of key fobs and exterior cameras for enhanced security, accountability, and asset management in the accessory building.
4. The addition of a floor drain in the tool room of the fire station to accommodate an ice maker.
5. The revision of the bronze signage at the fire station to reflect the names of the newly elected Mayor and Council member.

Approval of this change order will facilitate the completion of the project in line with updated requirements and specifications.

Staff also recommends granting the City Manager authorization to execute and deliver on behalf of the City future change orders related to this project in a cumulative amount that does not exceed the total tax savings recognized for the project, provided that the City’s Project Manager verifies that the change order does not expand the scope of the project, the Finance Director confirms the approved Contract Amount after CO #4 is not exceeded, and the City Attorney has reviewed the form of the change order.

Res 24-177.Fire Station 31 Change Order 4.pdf
PCB Fire Station 31.CO #04.Letter of Reccomendation.(PENDING).pdf
FS#31.CO #04 Misc. changes (Pending) (002).pdf

RESOLUTION NO. 24-177

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A CHANGE ORDER TO THE CITY'S AGREEMENT WITH DOMINGUEZ-DESIGN BUILD, INC. FOR THE FIRE STATION #31 PROJECT TO INCREASE THE CONTRACT AMOUNT BY $41,266.00 AND ALLOWING THE CITY MANAGER TO EXECUTE FUTURE CHANGE ORDERS UNDER CERTAIN CONDITIONS TO ACCOUNT FOR TAX SAVINGS.

BE IT RESOLVED by the City Council of the City of Panama City Beach, Florida that:

1. The appropriate officers of the City are authorized to execute on behalf of the City Change Order No. 4 to the Agreement between the City and Dominguez Design-Build, Inc. for the Fire Station #31 Project to add Forty-One Thousand Two Hundred Sixty-Six Dollars and No Cents ($41,266.00) for the replacement of a 6" re-use water line including a credit for a change in kitchen ceiling height; installation of door hardware in the accessory building; installation of a floor drain; and revision of bronze signage; in substantially the form **attached** as Exhibit A and presented to the Council today, with such changes, insertions, or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

2. The City Manager is further granted the authority to execute and deliver on behalf of the City future change orders related to this project in a cumulative amount that does not exceed the total tax savings recognized for the project, on the condition that the City's Project Manager verifies that the change order does not expand the scope of the project; the Finance Director confirms the approved Contract Amount after Change Order No. 4 is not exceeded; and the City Attorney has reviewed and approved the form of the change order.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this _____ day of September 2024.

CITY OF PANAMA CITY BEACH

By: _____
Stuart Tettemer, Mayor

ATTEST:

_____
Lynne Fasone, City Clerk

August 26, 2024

Chad Roeder
Construction Project Manager
City of Panama City Beach
17007 Panama City Beach Pkwy
Panama City Beach, FL 32413

RE: CHANGE ORDER #04 RECOMMENDATION
PANAMA CITY BEACH FIRE STATION 31 REPLACEMENT
JRA 21804 CA/CO

Chad,

JRA has reviewed the following Change Order Requests submitted by DDB:

1. *COR #09: Replace approximately 160 linear feet of 6" reuse water line with 12", and deduct $10,000 for changing the ceiling and bulkhead heights in kitchen/living/dining room, (+$ 20,534.00)*
2. *COR #10: Provide all materials and labor per ASI #14 to add rough-in for key fobs and cameras to the accessory building, (+$11,826.00)*
3. *COR #11: Provide all labor and materials required per ASI #15 to add new floor drain in the Tools 100A, (+$8,242.00)*
4. *COR #12: Modify the building plaque as requested by the owner to include the fire chief and update the names on the plaque, (+$624.00)*

We find the material & labor costs shown to be in line with industry standards and recently observed costs for similar work.

Therefore, and in consideration of previous discussions with DDB & the city regarding the issues outlined in each of the change requests above, JRA recommends approval of Change Order #04 for $41,266.00. The new contract amount is therefore $8,199,297.00.

Please let me know if you have any questions or need additional information.

JRA ARCHITECTS, INC.

Shane Boullie
Project Manager

cc: David Vincent-JRA, File

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
21804-Fire Station 31 17121 Panama City Beach Parkway Panama City Beach, Fl. 32413	Contract For: General Construction Date: 01/09/2023	Change Order Number: 004 Date: 08/24/2024

OWNER: *(Name and address)*	ARCHITECT: *(Name and address)*	CONTRACTOR: *(Name and address)*
City of Panama City Beach 17007 Panama City Beach Pkwy Panama City Beach, Fl. 32413	JRA Architects, Inc. 2211 Thomas Drive, Ste 100 Panama City Beach, Fl. 32408	Dominquez Design-Build, Inc. 4340 Devereux Drive Pensacola, Fl. 32504

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

1. COR #09: Replace approximately 160 linear feet of 6" reuse water line with 12", and deduct $10,000 for changing the ceiling and bulkhead heights in kitchen/living/dining room, (+$ 20,534.00)
2. COR #10: Provide all materials and labor per ASI #14 to add rough-in for key fobs and cameras to the accessory building, (+$11,826.00)
3. COR #11: Provide all labor and materials required per ASI #15 to add new floor drain in the Tools 100A, (+$8,242.00)
4. COR #12: Modify the building plaque as requested by the owner to include the fire chief and update the names on the plaque, (+$624.00)

The original Contract Sum was	$	8,072,060.00
The net change by previously authorized Change Orders	$	86,011.00
The Contract Sum prior to this Change Order was	$	8,158,071.00
The Contract Sum will be increased by this Change Order in the amount of	$	41,226.00
The new Contract Sum including this Change Order will be	$	8,199,297.00

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be August 30, 2024

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT *(Firm name)*	CONTRACTOR *(Firm name)*	OWNER *(Firm name)*
JRA Architects, Inc.	Dominguez Design-Build, Inc.	City of Panama City Beach
Shane Boullie	Ben Martin, VP	
SIGNATURE	SIGNATURE	SIGNATURE
Shane Boullie, Project Manager		
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
08/26/2024	8/26/24	
DATE	DATE	DATE

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User Notes:

COR 9 - Reuse Water Pipe (rev.3)

Fire Station #31

314 N Spring St, Suite B * Pensacola, FL * 32501 * (850) 390-4740
FL License No. CGC1525775
MS License No. 21845-MC * AL License No. 55184

Dominguez Design-Build, Inc.	COR 9 - Civil Changes	22-Aug-24
Scope	**SUB / VENDOR**	**TOTAL BID**
GENERAL CONDITIONS	DDB	$0
Excavate & Demo of existing 6" reuse water line - Install of new 12" reuse water line	814 Sand, Inc.	$28,391
Deduct for the change in height of the kitchen/living/dining and time associated	DDB	-$10,000
	SUBTOTAL	$18,391
	6% OVERHEAD	$1,103
	4% PROFIT	$736
	SUBTOTAL	$20,230
	1.5% P&P BOND	$303
	SUBTOTAL	$20,534
	ALLOWANCES	$0
	TOTAL	$20,534



12030 Hwy 77

Southport, FL 32409

Ph. 814-7263 Fax 265-0190

CUC 1224720

Class V Fire Line Lic # 15408200012009

Fire Station #31
Change Order 05.1
Dominguez Design Build
Panama City Beach, Florida

Description	Quantity	Unit	Unit Cost	Total
Replace Existing 6" Reuse Water pipe with proposed 12" Reuse Water Pipe				
Exploration (Vac Truck) find reducer from 12"x6" from Existing Reuse Water Valve, find termination of 6"	8	HR	$338.00	$2,704.00
Excavate and demo existing 6" Reuse Water pipe	160	LF	$35.00	$5,600.00
Export demo Reuse Pipe materials	1	LS	$220.00	$220.00
Install 12" Reuse Water Pipe in place of the 6" pipe	160	LF	$115.47	$18,475.20
Install 12" Reuse Water sleeve+ Megalugs, connect to existing 12"	1	EA	$1,392.39	$1,392.39
			TOTAL	**$28,391.59**

Job Contact: Tom Neal (334) 399-8616

Superintendent, Dominguez Design Build, Inc.

Qualifications:

Demolition and removal of abandoned utilities in conflict with proposed Reuse Water pipe will result in additional charge, if necessary.

No repair or relocation of conflicting utilities included in this quote.

COR #10 - ASI 14 - Accessory Building Door Hardware

Fire Station #31

314 N Spring St, Suite B * Pensacola, FL * 32501 * (850) 390-4740
FL License No. CGC1525775
MS License No. 21845-MC * AL License No. 55

DOMINGUEZ DESIGN-BUILD INC

Dominguez Design-Build, Inc.	COR 10 - Civil Changes	16-Aug-24
Scope	**SUB / VENDOR**	**TOTAL BID**
GENERAL CONDITIONS	DDB	$0
Provide all electrical per ASI #14 - Accessory Building	Gulf Atlantic Electric	$9,725
Provide all Door hardware per ASI #14 - Accessory building	American Door and Hardware	$867
	SUBTOTAL	$10,592
	6% OVERHEAD	$636
	4% PROFIT	$424
	SUBTOTAL	$11,651
	1.5% P&P BOND	$175
	SUBTOTAL	$11,826
	ALLOWANCES	$0
	TOTAL	$11,826

DDB

DOMINGUEZ DESIGN-BUILD INC

Bid Item Columns (Landscape) Report by Sequence
Bid NR080224: FS #31 ASI #14

Item Code	Description	Quantity	Unit	Cost per Bid Qty Unit: Material	Labor	Equip.	Sub.	Other	Approx. Unit Cost	Total Cost	Approx. Unit Price	Total Price
2.00002	3/4 EMT	220.00	LF	1.42	4.01				6.98	1,535.56	8.82	1,942.48
2.00003	1 EMT	330.00	LF	2.28	4.56				8.64	2,853.84	10.94	3,610.10
2.02002	3/4 SET SCREW COUPLING EMT	22.00	EA	2.88	2.80				6.89	151.58	8.71	191.75
2.02003	1 SET SCREW COUPLING EMT	33.00	EA	4.61	3.35				9.48	313.13	12.00	396.11
2.02012	3/4 SET SCREW CONNECTOR EMT	20.00	EA	0.72	4.78				7.27	145.56	9.20	184.13
2.02013	1 SET SCREW CONNECTOR EMT	16.00	EA	1.38	5.84				9.42	150.79	11.92	190.75
3.10020	4 SQUARE BOX SHALLOW	17.00	EA	6.50	26.17				42.55	723.37	53.82	915.06
3.13021	BOX HANGER BETWEEN STUD TYPE	5.00	EA	6.37	8.80				18.79	93.95	23.77	118.85
3.20020	1 GANG PLASTER RING ALL DEPTHS	5.00	EA	1.91	8.25				13.26	66.32	16.78	83.90
3.50020	6X6 ENCLOSURE N1	4.00	EA	61.00	100.65				202.15	808.62	255.72	1,022.91
4.10021	3/4 1 HOLE STRAP	44.00	EA	0.19	2.20				3.19	140.60	4.04	177.86
4.10022	1 1 HOLE STRAP	66.00	EA	0.33	2.20				3.34	220.77	4.23	279.27
5.10022	12 AWG THHN / THWN SOLID COPPER WIRE	330.00	LF	0.11	0.44				0.72	238.78	0.91	302.06
6.63020	4 SQ BLANK	12.00	EA	1.01	8.20				12.23	146.86	15.48	185.78
11.10015	GROUND SCREW WITH PIGTAIL	17.00	EA	1.90	2.75				5.77	98.14	7.30	124.15
					Total of Shown Bid Items *ONLY* =					**7,687.87**		**9,725.16**

MARKUP SUMMARY REPORT
Bid NR080224: FS #31 ASI #14

Description	Amount
***** BID RAW COST *****	**6,042.17**
Material	127.81
Labor	1,517.87
Equipment	0.00
Subcontractor	0.00
Allowances (No Global)	0.00
Other	0.00
***** BID TOTAL COST *****	**7,687.85**
OVERHEAD	1,153.18
PROFIT	884.10
Bond	0.00
Markup #4	0.00
Markup #5	0.00
***** BID TOTAL PRICE *****	**9,725.13**

American Door & Hardware, LLC.

Home Office
1558 N. Meadowcrest Blvd.
Crystal River, FL 34429
Tel. (352) 563-5958
Fax (352) 563-5292

Branch Office
78C Ricker Avenue
Santa Rosa Beach, FL 32459
Tel. (850) 231-0517
Fax (850) 231-0518

Date: **August 6, 2024**
To: **Dominguez Design-Build**
Re: **Fire Station #31, Panama City Beach FL**

CHANGE ORDER REQUEST #3
ASI #14 hardware and keying changes

Qty. 1	45H 7TD 14H 626 less core Mk. AB-101A	$525.00
Qty. 3	Sargent patented cores for Panama City Police Dept. Mk. AB-101, AB-101A, AB-101B @ $95.00 each	$285.00
	MATERIAL TOTAL	$810.00
	Sales tax 7%	$56.70
	GRAND TOTAL ADD	**$866.70**

PRICES APPLY IF ITEMS ARE PURCHASED IN APPROXIMATE QUANTITIES SHOWN FOR DROP SHIP OR TAILGATE DELIVERY. THIS QUOTATION IS BASED ON YOUR ACCEPTANCE WITHIN THIRTY (30) DAYS FROM DATE OF PROPOSAL. PRICES DO NOT INCLUDE FLORIDA SALES TAX. THERE IS A FOUR PERCENT UP-CHARGE FOR USING A CREDIT CARD TO PURCHASE MATERIALS. TERMS ARE NET (30) DAYS FROM DATE OF INVOICE. NO RETAINAGE ALLOWED ON MATERIAL PURCHASES. FINANCE CHARGE OF 1.5% PER MONTH WILL BE APPLIED TO ANY INVOICE PAST 30 DAYS. THE ABOVE PRICES ARE SUBJECT TO FUEL SURCHARGES ESTABLISHED BY THE FREIGHT COMPANIES AT TIME OF SHIPMENT.

TRACIE NELSON, PROJECT MANAGER
AMERICAN DOOR & HARDWARE, LLC
tracie@adhfl.us

www.americandoorandhardware.com

COR #11 - ASI 15 - New Floor Drain

Fire Station #31

314 N Spring St, Suite B * Pensacola, FL * 32501 * (850) 390-4740
FL License No. CGC1525775
MS License No. 21845-MC * AL License No. 55

Dominguez Design-Build, Inc.	COR 11 - New Floor Drain	20-Aug-24
Scope	**SUB / VENDOR**	**TOTAL BID**
GENERAL CONDITIONS	DDB	$0
Provide all plumbing work dealing with ASI #15 - New Floor Drain	SS&E	$3,732
Remove and replace framing and drywall for new floor drain per ASI #15	Nova Drywall	$1,650
Concrete cutting and patching needed for installtion of new floor drain per ASI #15	Brannon Brothers Concrete	$2,000
	SUBTOTAL	$7,382
	6% OVERHEAD	$443
	4% PROFIT	$295
	SUBTOTAL	$8,120
	1.5% P&P BOND	$122
	SUBTOTAL	$8,242
	ALLOWANCES	$0
	TOTAL	$8,242

SYSTEM SERVICE & ENGINEERING

SERVICE • DESIGN • CONSTRUCTION
AIR CONDITIONING | PLUMBING | ELECTRICAL

CHANGE ORDER REQUEST

CHANGE ORDER DATE: AUGUST 19 2024
PLUMBING CHANGE ORDER NUMBER:08192024-001
Requested By: General Contractor
PREPARED BY: JAMES HAWKINS

SERVICE PROVIDER:
System Service & Engineering, LLC.
205 Mosley Drive
Lynn Haven, FL 32444
Office: 850-441-3458
Fax: 850-441-3459

BILL TO IDENTITY:
Name: Dominguez Design-Building, Inc.
Street Address: 4340 Devereux Drive
City, State Zip: Pensacola Fl. 32504
Phone: (850) 665-2993
ATTN: Bryce Yates

AGREEMENT LOCATION:
Name: Street Fire Station # 31 Replacement 17121
Address: City, Panama City Beach Pkwy. Panama City
State, Zip: Beach Fl.

We are providing a Change Order Proposal based on Contractor

Request Description of Changes: Add Floor Drain in tools 100A.

Plumbing Change Order #005 - Price: ADD - $3,732.00

Our Change Order Scope Includes:

- SS&E will provide and install New pipe and fittings
- Plumbing permit, test & inspections
- General cleanup of work area upon completion of the install to GC provided dumpster
- All equipment, labor, and basic materials necessary to complete the project during normal business hours

CONDITIONS AND EXCLUSIONS:

- Any other work not mentioned above or specifically excluded
- SS&E's change order scope of work does not include chipping out concrete or patching
- Bond is not included
- Acceptance is subject to terms of the original contract

TERMS OF PAYMENT: Monthly construction draws in accordance with a mutually agreeable schedule of values.

Approved by

SS&E, LLC. Signature

Accepted Date

Date

Nova Drywall Systems, Inc.

August 13, 2024

Dominguez Design Build
314 N. Spring St.
Suite B
Pensacola, FL. 32501

Attn: Bryce Yates

Fire Station #31 Replacement for Panama City Beach
17121 Panama City Beach Parkway,
Panama City Beach, Florida

Change Order

Remove and Replace Framing and Drywall for New Floor Drain Tools Room 100A	$1,650.00

Thank You

novadrywallsystems@gmail.com

Justin Toole - President (850) 533 - 0813 3624 Seminole Lane, Marianna, Florida 32448

Brannon Brothers Concrete
1961 N Hwy 181
Westville, FL, 32464
brannonbrothersconcrete@gmail.com
(850) 849-1625
8/20/2024
DDB
Bryce Yates

Subject: Fire Station 31

Dear Bryce,

We are pleased to submit our Proposal of ***$2,000*** for cutting and patching of concrete in cor. 136 per ASI 15.

Our team is highly qualified and experienced in delivering exceptional concrete services, making us an ideal choice for your project.

COR #12 - Signage Change

Fire Station #31

314 N Spring St, Suite B * Pensacola, FL * 32501 * (850) 390-4740
FL License No. CGC1525775
MS License No. 21845-MC * AL License No. 55

Dominguez Design-Build, Inc.	COR 12 - Signage Change	22-Aug-24
Scope	**SUB / VENDOR**	**TOTAL BID**
GENERAL CONDITIONS	DDB	$0
Update the building plaque per City's request	Knight Signs	$559
	SUBTOTAL	$559
6%	OVERHEAD	$34
4%	PROFIT	$22
	SUBTOTAL	$615
1.5%	P&P BOND	$9
	SUBTOTAL	$624
	ALLOWANCES	$0
	TOTAL	$624

Subcontractor Change Proposal / Cost Breakdown Form

Date: *8/22/2024*

Architect Name:

Contractor Name: *Domingues Design-Build, Inc.*

Subcontractor Name: Knight Sign Industries, Inc.

Project Name: *Panama City Beach Fire Station #31*

Job Number :

GC Job Number:

Reference Change Proposal Request Number: 2

(Check One)

Initiated By: Owner/Architect ☐

GC ☑

Subcontractor ☐

Brief Description of Proposed Change:

Item/Description	Quantity	Unit	Unit Cost	Amount		
				Material	Labor	Equipment
price escalation for cast plaque	1	ea	$ 508.18	$508.18	$0.00	$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
Sub Totals:				$508.18	$0.00	$0.00

Material:	$508.18		
Labor:	$0.00		
Burden:	$0.00	35%	Labor only (percentages will vary)
Equipment:	$0.00		
Subtotal:	$508.18	(Direct Cost)	
Overhead & Profit:	$50.82	10%	of Direct Cost
Total Cost Change	**$559.00**	◉ Add ○ Deduct	

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:	***2. MEETING DATE:***
Mel Leonard, Building & Planning	September 12, 2024

3. REQUESTED MOTION/ACTION:

Approve Ordinance No. 1648 to satisfy a state requirement to address the possible conversion of septic tanks to sanitary sewer within the City limits.

4. AGENDA:

REGULAR AGENDA AND DISCUSSION / ACTION ITEMS

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: N/A

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:
Quality of Life
N/A
N/A

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

The State of Florida passed Chapter 23-169, Laws of Florida, requiring all local governments to update the Sanitary Sewer Element of their Comprehensive Plans to include an analysis of septic tank conversions to sanitary sewer. The new law is attached for more detailed information regarding the requirements for the amendment. The historical and projected average daily wastewater production amounts have been updated. A new Objective 8 and new Policy 8.1 have also been added, which state the City will continue to plan for expansions to meet future demand.

The Planning Board considered the proposed updates to the Sanitary Sewer Element at its June 12, 2024, meeting and recommended approval by a vote of (6-0). The City Council approved Ordinance 1648 without changes on June 27, 2024, for transmittal to the State of Florida Department of Commerce for further review. On August 7, 2024, the City received a letter stating the review conducted by the Department of Commerce was completed with no changes or comment on the proposed amendment. FDEP did make one comment related to further updating the Comprehensive Plan once more details are determined for any sanitary sewer expansion.

Staff recommends final approval and adoption of this ordinance.

Ordinance No 1648 2nd Reading.pdf
Ord 1648 Business Impact Estimate EXEMPT.pdf
Affidavit Notice Ord 1648 2nd Reading.pdf

ORDINANCE NO. 1648

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH AMENDING ORDINANCE 1688, KNOWN AS THE "2021 AMENDED AND RESTATED PANAMA CITY BEACH COMPREHENSIVE GROWTH DEVELOPMENT PLAN"; AMENDING SECTION 7 THE SANITARY SEWER ELEMENT TO INCLUDE CONSIDERATION OF SEPTIC TANK CONVERSIONS AND SANITARY SEWER AVAILABILITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; SCRIVENER'S ERRORS; LIBERAL INTERPRETATION; MODIFICATIONS; CODIFICATION; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AS PROVIDED BY LAW.

WHEREAS, the City of Panama City Beach City Council adopted the "2021 Amended and Restated Panama City Beach Comprehensive Growth and Development Plan" (the Comprehensive Plan) on November 10, 2021, by Ordinance 1688; and

WHEREAS, Chapter 2023-169, Laws of Florida requires that the City amend Section 7 of the Comprehensive Plan entitled "Sanitary Sewer, Solid Waste, Stormwater Drainage, Potable Water, and Aquifer Recharge" (the Sanitary Sewer Element) to consider the feasibility of septic tank conversions and the availability of sanitary sewer services; and

WHEREAS, the Panama City Beach Planning Board reviewed the amended Sanitary Sewer Element at its June 12, 2024, meeting and recommended approval; and

WHEREAS the Panama City Beach City Council held a public hearing on June 27, 2024, to consider first reading of the updated Comprehensive Plan and its transmittal to the State.

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

SECTION 1. The **attached** Section 7 of the Comprehensive Plan entitled "Sanitary Sewer, Solid Waste, Stormwater Drainage, Potable Water, and Aquifer Recharge" as amended (new text underlined) is hereby adopted.

SEE ATTACHED **EXHIBIT A** SETTING FORTH AMENDED SECTION 7 TO THE COMPREHENSIVE PLAN.

SECTION 2. CONFLICT WITH OTHER ORDINANCES OR CODES. All Ordinances or parts of Ordinances of the Code of Ordinances of Panama City Beach, Florida, in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 3. SEVERABILITY. If any provision of this Ordinance is held to be illegal, invalid, or unconstitutional by a court of competent jurisdiction, the other provisions of this ordinance shall remain in full force and effect.

SECTION 4. SCRIVENER'S ERRORS. It is the intention of the City, and it is hereby provided that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of Panama City Beach, Florida, and to that end, the sections of this ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section" or "article" or other appropriate designation. Additionally, corrections of typographical errors which do not affect the intent of this Ordinance may be authorized by the City Attorney without public hearing, by filing a corrected or recodified copy with the City Clerk.

SECTION 5. ORDINANCE TO BE LIBERALLY CONSTRUED. This ordinance shall be liberally construed to effectively carry out the purposes hereof which are deemed not to adversely affect public health, safety, or welfare.

SECTION 6. MODIFICATIONS. It is the intent of the City that the provisions of this ordinance may be modified because of considerations that may arise during a public hearing. Such modifications shall be incorporated into the final version of the ordinance adopted by the City.

SECTION 7. CODIFICATION. The appropriate officers and agents of the City are authorized and directed to codify, include, and publish in electronic format the provisions of this Ordinance within the Panama City Beach Code of Ordinances, and unless a contrary ordinance is adopted within ninety (90) days following such publication, the codification of this Ordinance shall become the final and official record of the matters herein ordained. Section numbers may be assigned and changed whenever necessary or convenient.

SECTION 8. EFFECTIVE DATE. This Ordinance shall take effect as provided by law.

PASSED, APPROVED, AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ____day of _____ 2024.

CITY OF PANAMA CITY BEACH

By: _____
Stuart Tettemer, Mayor

ATTEST:

_____
Lynne Fasone, City Clerk

EXAMINED AND APPROVED by me this _____ day of _____ 2024.

_____
Stuart Tettemer, Mayor

Posted on pcbfl.gov on the ____ day of ____, 2024.

Posted on publicnoticesbaycountyfl.gov on the __ day of ____, 2024.

SECTION 7

SANITARY SEWER, SOLID WASTE, STORMWATER DRAINAGE, POTABLE WATER AND AQUIFER RECHARGE

1. PURPOSE.

The purpose of this section is to analyze and review present facilities providing services for sanitary sewer, solid waste, stormwater drainage and potable water in order to plan for projected growth. The existing sewer system is shown on Exhibit 6; and Exhibit 7 shows the existing water system.

2. UTILITIES SUB-ELEMENTS.

A. Sanitary Sewer Sub-Element

Current and Future Conditions

Panama City Beach sanitary sewer facilities are comprised of three components performing basic functions of collection, treatment, and disposal of sewage. As shown in Exhibit 6, the collection system is composed of a network of collection lines, pumping stations and transmission mains which transport wastewater to the treatment facility.

The treatment plant is the component of the sanitary sewer facility (Wastewater Treatment Plant 1) whose function is to remove solid and organic materials from the wastewater prior to disposal. Treated wastewater or reclaimed water is reused in either of two means. One method is pumping into the City's reclaimed water system where it is used for irrigation of larger public properties, common landscaped areas along rights of way and commercial and residential lawns. The second means of reusing reclaimed water is rehydration of wetlands within the City's 2,900-acre Conservation Park. Residuals or biosolids resulting from the treatment process are further treated and disposed of by land application on approved sites for soil enhancement. Although previously there were a few other private wastewater treatment facilities within the City's franchised service area, they have since been decommissioned and all their tributary wastewater redirected to Wastewater Treatment Plant 1.

Wastewater Treatment Plant 1 (WWTP 1) has a rated capacity of 14 million gallons per day (MGD) maximum three-month average basis and 10 MGD on an annual average basis. Given the seasonal nature of the City's sanitary sewer customer base, the three-month moving maximum average daily flow criteria is the most critical capacity parameter.

Historic growth rates for the City's service area have averaged around three percent but this rate

has increased in recent years. For projection purposes, a four (4) percent annual average rate of growth in wastewater generation within the City's service area (from the Hathaway Bridge to the West Bay Bridge to the Phillips Inlet Bridge). Accordingly, the City is in the planning phase for either expanding WWTP 1 or development of a second wastewater treatment plant and has acquired the site for this facility. Treatment capacity for this new facility will be developed in phases to coincide with growth. Should development of a second facility be selected, both treatment facilities will be interconnected to allow for load sharing and system redundancy.

Septic tanks were once a widely used method of wastewater disposal within the City limits. Six large subdivisions El Centro, Gulf Highlands I, Gulf Highlands II, Bid-A-Wee, Bahama Beach and Open Sands were all originally developed using septic systems. All these subdivisions have since been retrofitted by the City with gravity sanitary sewer and reclaimed water systems. These improvements were funded by a grant from the State of Florida.

The City has the operational responsibility for the collection, treatment and disposal of wastewater generated within the City limits. The geographic service area of the City wastewater treatment system serves areas predominantly populated with residential and commercial establishments. The predominant commercial uses are motels, restaurants, nightclubs and amusements. Light industrial use is small but growing at this time. There is no heavy industry use.

TABLE 1
HISTORICAL WASTEWATER TREATMENT SYSTEM
MAXIMUM MONTH AVERAGE DAILY USE

YEAR	MGD
2012	8.20
2013	11.57*
2014	8.63
2015	8.60
2016	8.89
2017	10.32
2018	9.13
2019	9.35
2020	10.28
2021	10.95
2022	11.24
2023	10.94

*Un-named heavy rainfall event July 2nd through 5th

SOURCE: Panama City Beach Utility Department

TABLE 2
PROJECTED MAXIMUM MONTH AVERAGE DAILY WASTEWATER PRODUCTION

	2025	2040	2050	
Permanent Residents:	21,000	28,000	34,000	
Other Service Area Residents:	34,500	46,000	56,000	
Tourist Population (daily avg):	52,000	64,000	72,000	
Total Population:	107,500	138,000	162,000	
Population Usage (MGD):	7.50	9.67	11.34	
Non-Residential Usage (MGD):	2.01	2.48	2.79	
Total Usage (MGD):	9.51	12.15	25.95	
Remaining Capacity	4.49	1.85	13.0	*

Source: 2023 Updated Capacity Analysis Report for City of Panama City Beach Wastewater Treatment Facility #1, Infrastructure Solution Services, Inc., June 2023, and the City of Panama City Beach Planning Division.

**Scenario of Re-rating WWTP 1 to 15 MGD and development of WWTP 2 rated at 12 MGD*

Existing Facility Conditions

The general performance of the existing wastewater treatment system is good. Collection system maintenance remains relatively low given the age of the collection lines. The City continues to refurbish pump stations based upon age and condition in accordance with a prioritized capital improvement program. Impact on Natural Resources

Presently, the City's permit limits allow discharge of up to 14 MGD of reclaimed water to the receiving wetlands at the Conservation Park on an annual average basis. In addition, the approved City reuse franchise area provides for up to 10 MGD of reclaimed water to be reused for irrigation. Application of reclaimed water to the Conservation Park wetlands provides for rehydration and re-establishment of the original hydroperiod of the wetlands prior to alteration for silviculture. Uplands within the Conservation Park are being managed through selective thinning, planting and prescribed burns programs to reestablish the original long leaf pine habitat. This 2900-acre Conservation Park is set aside for preservation, recreation and public education. Discussions are ongoing regarding the City assuming ownership of a neighboring 700-acre parcel to increase Conservation Park and ideally adding reuse capacity.

The City's reuse utility provides an alternate water supply for irrigation uses saving potable water resources and reducing demands on supply. Materials screened from the wastewater (i.e. rags, etc.) are dewatered and disposed of in a properly permitted landfill. Similarly, biosolids/residuals from the treatment process are further treated and applied to agricultural lands in accordance with the applicable regulations as a soil amendment.

A recently completed study determined that with minor improvements, WWTP 1 can be re-rated from 14 to 15 MGD. Capacity gained through this program will provide time for development of a second expansion of WWTP 1 up to 8 MGD to 23 MGD or development of the first two of three treatment trains at WWTP 2 with a rated capacity of 8 MGD. In the second scenario, WWTP 2 would be developed at a site located in the northern portion of the City's Commerce Park. Effluent and residuals are to be disposed of in the same fashion as currently practiced for WWTP 1. A conceptual schedule for these programs is as follows:

	Start Date	End
Design 1 MGD rerate expansion from 14 to 15 MGD	Summer 2024	Fall 2026
Advertise & Award	Fall 2026	Winter 2026
Construction & Startup	Winter 2026	Fall 2029
Design of 8 MGD expansion from 15 MGD to 23 MGD	Summer 2026	Fall 2028
Advertise & Award	Fall 2028	Winter 2028
Construction & Startup	Winter 2028	Fall 2031

Septic Tanks

Rule 64E-6, F.A.C., presently regulates the installation and use of septic tanks in the Panama City Beach area. This Rule outlines the suitability of soils and use of septic tanks. Using these criteria, the area contains soils which are suitable and unsuitable for septic tank systems. The General Soils Map Number 6 describes the soil types and characteristics. The Beach Service Area is composed of soil type 1 (Kureb, Resota, Mandarin), type 4 (Hurricane, Chipley, Albany), type 5 (Pottsburg, Leon, Rutlege), type 8 (Rutlege, Allanton, Pickney), and type 9 (Bayvi, Diregó). All five soil types are identified as being primarily unsuitable for septic tank systems. Properties and features that affect the absorption of the effluent are permeability, depth to seasonal highwater table, susceptibility to flooding and depth to hardpan. Also, excessive slope or gravel may not adequately filter the effluent. Failure of some septic systems were formerly reported in the Gulf Highlands I and II subdivisions which are located on the eastern and western sides of State Road 79 and north of Panama City Beach Parkway. These subdivisions have since been retrofitted with sanitary sewer and reuse. There are other planned system expansions to eliminate septic tanks in the South Lagoon and Laguna Beach areas in the unincorporated portions of the utility service area.

In reviewing soil suitability standards, it is advisable that alternatives to septic tank installation and use should be investigated in all areas of the beach service area.

Currently, there are 1,630 single family lots located in developed areas of the Panama City Beach City Limits that do not have active sewer accounts. Assuming a standard flow rate of 300 gpd per lot, the additional sewer demand for these lots would be 0.49 MGD. This is within the current capacity for the Panama City Beach WWTF #1 and would not require any additional treatment capacity. Currently, 120 lots are unsewered and have no transmission lines available. These lots would require approximately 3,000 LF of sewer extension. There are 60 lots adjacent to gravity sewer mains that would require lateral service line construction to be served.

GOALS, OBJECTIVES AND POLICIES

GOAL: Provide adequate facilities required to meet wastewater needs in the Panama City Beach service area.

OBJECTIVE 1: City shall achieve and maintain the adopted level of service standards for sanitary sewer facilities.

POLICY 1.1: Panama City Beach hereby adopts 80 gallons per capita per day as a level of service standard that will be maintained for sanitary sewer facilities for permanent residents and 60 gallons per capita per day for seasonal visitors.

POLICY 1.2: When actual plus committed flow is 90% of the average annual daily flow permit and design capacity for the existing wastewater facility for Panama City Beach, the City will develop and implement an expansion program that will result in expansion of plant facilities or reconstruction to accommodate projected needs prior to the time the design capacity is reached.

POLICY 1.3: The City will track existing and committed capacities to ensure that capacity is available in the future at the level of service standard.

OBJECTIVE 2: The City will continue to address correcting any existing facility deficiencies.

POLICY 2.1: The City will address any existing facility deficiencies by investigating possible inflow and infiltration problems and refurbishing pump stations as needed in the existing wastewater collection lines.

OBJECTIVE 3: The City will address coordinating the extension of, or increase in, the capacity of facilities to meet future needs.

POLICY 3.1: The City will evaluate the sewer system on an annual basis and shall upgrade, expand, or replace its sewage facilities as determined by such evaluation to accommodate population demand and ensure operational efficiency.

OBJECTIVE 4: Upon adoption of this Plan, consider developing additional procedures for providing sewage capacity as a means of discouraging urban sprawl and promoting "in-fill" of vacant urban areas.

POLICY 4.1: The City shall provide sewage capacity as applicable to promote the redevelopment objectives of the Housing section and shall consider provision of sewer in these areas to be a priority activity.

OBJECTIVE 5: Maintain and operate the sewage system in an efficient and cost-effective manner.

POLICY 5.1: Through Land Development Regulations, the City shall require that developers provide sewage collection lines constructed to City standards as a part of proposed new developments and that such lines be connected to the Panama City Beach wastewater treatment system.

POLICY 5.2: Priorities for replacement, correction, or expansion of the facilities shall be as follows:

A. Correction of identified existing deficiencies.

B. Replacement of facilities to allow for continued operation or design efficiency.

C. Expansion of facilities.

OBJECTIVE 6: Upon adoption of this Plan, the City will coordinate the extension or increase in capacity of the facilities to meet future needs.

POLICY 6.1: All extensions of the sewer system shall be constructed in conformance with Chapter 17-6, F.A.C., as it may be revised and any applicable standards for facilities which are to be operated and maintained by the City.

POLICY 6.2: Average peak flow design capacity for the City collection system shall be as specified in Chapter 62 -6, FAC, as amended or any applicable standards for facilities which are to be operated and maintained by the City.

POLICY 6.3: Average flow design capacity for the wastewater treatment system shall be as specified in the operating permit issued by the Florida Department of Environmental Regulation.

POLICY 6.4: Improvements to the wastewater treatment facilities will be funded through a combination of user fees, impact fees, bonds, state revolving funds, and grants.

OBJECTIVE 7: The City will continue to reduce the number of septic tanks currently in the city limits and limit the number of future septic tanks.

POLICY 7.1: Use of a septic system must discontinue pursuant to S. 381.0065, F.S., once a sanitary sewer system becomes available.

POLICY 7.2: The term available@ shall be that as defined in S. 381.0065, F.S.

POLICY 7.3: The extension of reuse lines and sanitary sewer lines into unsewered subdivisions will be funded by a combination of user fees, impact fees, bonds, state revolving loans, and grants.

POLICY 7.4: The City's reuse system will continue to be expanded as such projects become financially feasible to further the City's potable water conservation efforts.

OBJECTIVE 8: The City will plan and prepare to provide sanitary sewer services for expected and future new construction and connection of onsite sewage treatment and disposal systems to sanitary sewer.

POLICY 8.1: The City will continue to maintain the current capacity for the City's Wastewater Treatment Facility #1 and will continue to plan for expansions to meet the future needs of residential development.

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published. This Business Impact Estimate may be revised following its initial posting.

Proposed ordinance's title/reference:

ORDINANCE NO. 1648
AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH AMENDING ORDINANCE 1688, KNOWN AS THE "2021 AMENDED AND RESTATED PANAMA CITY BEACH COMPREHENSIVE GROWTH DEVELOPMENT PLAN"; AMENDING SECTION 7 THE SANITARY SEWER ELEMENT TO INCLUDE CONSIDERATION OF SEPTIC TANK CONVERSIONS AND SANITARY SEWER AVAILABILITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; SCRIVENER'S ERRORS; LIBERAL INTERPRETATION; MODIFICATIONS; CODIFICATION; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AS PROVIDED BY LAW.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance:

- ☒ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;

[1] See Section 166.041(4)(c), Florida Statutes.

b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

If no exemption applies, in accordance with the provisions of controlling law, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City if any: (a) An estimate of direct compliance costs that businesses may reasonably incur; (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

4. Additional information the governing body deems useful (if any):

Column

AFFIDAVIT OF PUBLICATION

Column Software, PBC
331 NW 26th St, Suite 304
Miami, FL, 33127

Before the undersigned authority personally appeared Hayden Lipsky, who on oath says that he or she is an agent of Column Software, PBC; that the attached copy of advertisement, being a legal advertisement or public notice of Display Ad (document upload) in the matter of Ord 1648 Second Reading, was published on the publicly accessible website of FL, hosted by Column Software, PBC on

Aug 21, 2024

and that the fees charged are legal.

Affiant further says that the website complies with all legal requirements for publication in chapter 50, Statutes; and affiant further says that he or she has neither paid nor promised any person, firm, or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication on said website.

Notice ID: xGUUML1oOMY95YivjB0A
Publication Fee: $0.00

Hayden Lipsky

Agent

VERIFICATION

DESTINY KESHAN JACKSON
Notary Public - State of Florida
Commission # HH47176
Expires on September 28, 2024

State of Florida
County of Duval

Signed or attested before me on this: 08/22/2024

Destiny K. Jackson

Notary Public

Notarized remotely online using communication technology via Proof.

Published in Bay County
PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the following ordinance shall be presented to the City Council of the City of Panama City Beach, Florida, for a public hearing and second reading at its regular meeting to be conducted at **6 P.M on THURSDAY, SEPTEMBER 12, 2024**, or as soon thereafter as the matter may be heard, at City Hall located at 17007 Panama City Beach Parkway, Panama City Beach, Florida, to-wit,

ORDINANCE NO. 1648

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH AMENDING ORDINANCE 1688, KNOWN AS THE "2021 AMENDED AND RESTATED PANAMA CITY BEACH COMPREHENSIVE GROWTH DEVELOPMENT PLAN"; AMENDING SECTION 7 THE SANITARY SEWER ELEMENT TO INCLUDE CONSIDERATION OF SEPTIC TANK CONVERSIONS AND SANITARY SEWER AVAILABILITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; SCRIVENER'S ERRORS; LIBERAL INTERPRETATION; MODIFICATIONS; CODIFICATION; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AS PROVIDED BY LAW.

This meeting will be held at City Hall. The live meeting will be live-streamed on www.pcbfl.gov. All persons wishing to be heard on the adoption of this Ordinance are invited to appear.
Any person requiring a special accommodation to participate in this meeting because of a disability or physical impairment should contact Lynne Fasone, the Panama City Beach City Clerk, Lynne.Fasone@pcbfl.gov or by phone at 850-233-5100 at least (5) calendar days prior to the meeting. If you are hearing or speech impaired, and you possess TDD equipment, you may contact the City Clerk using the Florida Dual Party Relay system which can be reached at (800) 955-8770 or (800) 955-8771 (TDD).

CITY OF PANAMA CITY BEACH, FL

BY: /s/ Lynne Fasone, City Clerk

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME: Cole Davis, Legal	***2. MEETING DATE:*** September 12, 2024

3. REQUESTED MOTION/ACTION:

Consider approval of Ordinance No. 1651 at second reading and hold a public hearing.

4. AGENDA:

REGULAR AGENDA AND DISCUSSION / ACTION ITEMS

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: N/A

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY: N/A
N/A
N/A

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

The City Council requested that staff prepare an ordinance changing the date of municipal elections from April to November to coincide with state and federal elections as permitted by sections 100.3605 and 166.021(4), Florida Statutes. Accordingly, this ordinance was drafted and discussed at the Council meeting on July 25, 2024, approved with material changes on August 8, 2024, and approved at first reading on August 22, 2024.

The Ordinance presented amends the City's meeting dates in election years to provide that only one November regular meeting shall be held on the first Thursday following the certification of election results. If that day falls on Thanksgiving, the meeting will be held on the second Thursday following the certification.

If approved, this ordinance will take effect immediately and apply to the next municipal election.

Ord. 1651.Election Date Updated.pdf
Ord 1651. Elections Business Impact Estimate.pdf
Affidavit Notice Ord 1651 2nd reading.pdf

ORDINANCE NO. 1651

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING SECTION 7-3 OF THE CITY'S CHARTER RELATED TO THE CONDUCT OF MUNICIPAL ELECTIONS; AMENDING SECTION 2-16 OF THE CITY'S CODE RELATED TO THE DATE OF THE CITY'S NOVEMBER COUNCIL MEETINGS DURING ELECTION YEARS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; SCRIVENER'S ERRORS; LIBERAL INTERPRETATION; MODIFICATIONS; CODIFICATION; EFFECT ON EXISTING TERMS; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH, AS FOLLOWS:

SECTION 1. From and after the effective date of this ordinance, Section 7-3 of the City Charter of Panama City Beach City is amended to read as follows (new text **bold and underlined,** deleted text ~~struck through~~):

Sec. 7-3. - Conduct, generally.

(a) Except as otherwise specifically provided by this Charter, all elections held by the City shall be conducted in accordance with all applicable provisions of the Florida Election Code.

(b) Regular elections for the offices of Mayor and City Councilperson shall be held on ~~the third Tuesday of April after the third Monday of April~~ **the Tuesday next after the first Monday in November** of each even-numbered year **to coincide with federal, state, and county elections.** Each candidate for City Councilperson shall run City-wide. Each candidate for Mayor shall run City-wide. Electors shall be entitled to vote for one candidate from each ward and for one candidate for Mayor. The candidate receiving the highest number of the votes cast for that particular office shall be elected. In the event two or more persons receive an equal and highest number of votes for the same office, such persons shall draw lots to determine who shall be elected to the office.

SECTION 2. From and after the effective date of this ordinance, Section 2-16 of the City's Code of Ordinances is amended to read as follows (new text **bold and underlined,** deleted text ~~struck through~~):

Sec. 2-16. Meetings.

(a) Except in November and December, the regular meetings of the City Council shall be held on the second Thursday of each month beginning at 6:00 p.m. and the fourth Thursday of each month beginning at 9:00 a.m. in City Hall. In November and December, the regular meeting of the City Council shall be held on the second Thursday beginning

at 9:00 a.m. and the regular meeting of the City Council scheduled for the fourth Thursday in November and December may be cancelled or rescheduled by the City Council.

(b) In any year in which a general municipal election is held in the month of November, the City Council shall only conduct one regular meeting which shall be held on the first Thursday following the certification of the election results, unless that day falls on the Thanksgiving holiday, in which case the regular meeting of the City Council shall be held on the second Thursday following the certification of the election results.

SECTION 3. EFFECT ON EXISTING TERMS. In accordance with section 2-2 of the City Charter, the terms of all members of the City Council affected by this Ordinance shall be extended until each Councilmember's successor is duly elected.

SECTION 4. CONFLICT WITH OTHER ORDINANCES OR CODES. All Ordinances or parts of Ordinances of the Code of Ordinances of Panama City Beach, Florida, in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 5. SEVERABILITY. If any provision of this Ordinance is held to be illegal, invalid, or unconstitutional by a court of competent jurisdiction, the other provisions of this ordinance shall remain in full force and effect.

SECTION 6. SCRIVENER'S ERRORS. It is the intention of the City, and it is hereby provided that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of Panama City Beach, Florida, and to that end, the sections of this ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section" or "article" or other appropriate designation. Additionally, corrections of typographical errors which do not affect the intent of this Ordinance may be authorized by the City Attorney without public hearing, by filing a corrected or recodified copy with the City Clerk.

SECTION 7. ORDINANCE TO BE LIBERALLY CONSTRUED. This ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed not to adversely affect public health, safety, or welfare.

SECTION 8. MODIFICATIONS. It is the intent of the City that the provisions of this ordinance may be modified as a result of considerations that may arise during a public hearing. Such modifications shall be incorporated into the final version of the ordinance adopted by the City.

SECTION 9. CODIFICATION. The appropriate officers and agents of the City are authorized and directed to codify, include, and publish in electronic format the provisions of this Ordinance within the Panama City Beach Code of Ordinances, and unless a contrary ordinance is adopted within ninety (90) days following such publication, the codification of this Ordinance shall become the final and official record of the matters herein ordained. Section numbers may be assigned and changed whenever necessary or convenient.

SECTION 10. EFFECTIVE DATE. This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this _____ day of _____ 2024.

CITY OF PANAMA CITY BEACH

By:_____
Stuart Tettemer, Mayor

ATTEST:

_____
Lynne Fasone, City Clerk

EXAMINED AND APPROVED by me this _____ day of _____ 2024.

_____
Stuart Tettemer, Mayor

Posted on pcbfl.gov on the ____ day of ____, 2024.

Posted on publicnoticesbaycountyfl.gov on the __ day of ____, 2024.

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published. This Business Impact Estimate may be revised following its initial posting.

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING SECTION 7-3 OF THE CITY'S CHARTER RELATED TO THE CONDUCT OF MUNICIPAL ELECTIONS; AMENDING SECTION 2-16 OF THE CITY'S CODE RELATED TO THE DATE OF THE CITY'S NOVEMBER COUNCIL MEETINGS DURING ELECTION YEARS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; SCRIVENER'S ERRORS; LIBERAL INTERPRETATION; MODIFICATIONS; CODIFICATION; EFFECT ON EXISTING TERMS; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance:

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

[1] See Section 166.041(4)(c), Florida Statutes.

If no exemption applies, in accordance with the provisions of controlling law, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

This ordinance changes the date of municipal elections from April to November to coincide with state and federal elections as permitted by sections 100.3605 and 166.021(4), Florida Statutes.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

None

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None

4. Additional information the governing body deems useful (if any):

Column

AFFIDAVIT OF PUBLICATION

Column Software, PBC
331 NW 26th St, Suite 304
Miami, FL, 33127

Before the undersigned authority personally appeared Laquansay Nickson Watkins, who on oath says that he or she is an agent of Column Software, PBC; that the attached copy of advertisement, being a legal advertisement or public notice of Display Ad (document upload) in the matter of Notice Ord 1651 Second Reading, was published on the publicly accessible website of FL, hosted by Column Software, PBC on

Aug 27, 2024

and that the fees charged are legal.

Affiant further says that the website complies with all legal requirements for publication in chapter 50, Statutes; and affiant further says that he or she has neither paid nor promised any person, firm, or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication on said website.

Notice ID: R71AB1HdIoE42GGtTvv7
Publication Fee: $0.00

Laquansay Nickson Watkins
Agent

VERIFICATION

State of Florida
County of Duval

DESTINY KESHAN JACKSON
Notary Public - State of Florida
Commission # HH47176
Expires on September 28, 2024

Signed or attested before me on this: 08/28/2024

Destiny K. Jackson
Notary Public

Notarized remotely online using communication technology via Proof.

Published in Bay County
PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the following ordinance shall be presented to the City Council of the City of Panama City Beach, Florida, for a public hearing and second reading at its regular meeting to be conducted at **6 P.M on THURSDAY, SEPTEMBER 12, 2024**, or as soon thereafter as the matter may be heard, at City Hall located at 17007 Panama City Beach Parkway, Panama City Beach, Florida, to-wit,

ORDINANCE NO. 1651

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING SECTION 7-3 OF THE CITY'S CHARTER RELATED TO THE CONDUCT OF MUNICIPAL ELECTIONS; AMENDING SECTION 2-16 OF THE CITY'S CODE RELATED TO THE DATE OF THE CITY'S NOVEMBER COUNCIL MEETINGS DURING ELECTION YEARS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; SCRIVENER'S ERRORS; LIBERAL INTERPRETATION; MODIFICATIONS; CODIFICATION; EFFECT ON EXISTING TERMS; AND PROVIDING FOR AN EFFECTIVE DATE.

This meeting will be held at City Hall. The live meeting will be live-streamed on www.pcbfl.gov. All persons wishing to be heard on the adoption of this Ordinance are invited to appear.

Any person requiring a special accommodation to participate in this meeting because of a disability or physical impairment should contact Lynne Fasone, the Panama City Beach City Clerk, Lynne.Fasone@pcbfl.gov or by phone at 850-233-5100 at least (5) calendar days prior to the meeting. If you are hearing or speech impaired, and you possess TDD equipment, you may contact the City Clerk using the Florida Dual Party Relay system which can be reached at (800) 955-8770 or (800) 955-8771 (TDD).

CITY OF PANAMA CITY BEACH, FL

BY: /s/ Lynne Fasone, City Clerk

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME: Erica McKenzie, Legal	***2. MEETING DATE:*** September 12, 2024

3. REQUESTED MOTION/ACTION:

Approve Ordinance No. 1652 at first reading.

4. AGENDA: REGULAR AGENDA AND DISCUSSION / ACTION ITEMS	***5. IS THIS ITEM BUDGETED (IF APPLICABLE)?:*** N/A Detailed Budget Amendment Attached: N/A
	6. IDENTIFY STRATEGIC PRIORITY: Public Safety Attractive Community

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

The purpose of this ordinance is to promote the public's awareness of utilities work taking place in the public rights-of-way. This ordinance adds a requirement to the City's permitting process for work in public rights-of-way that the permittee must notify adjacent property owners by door hanger or other form of written notification of the identity of the permittee, contact information, and estimated dates of work. This notice must occur on or before beginning work, and proof of compliance must be provided to the City before the conclusion of the work. Notice is only required for improved adjacent properties and would not apply to vacant properties. The notice requirement would also not apply to small projects or for emergency work. The utility is required to maintain proof of compliance and notify the City when the work is finished that the notice was given. The language in this ordinance was drafted with input from a major utility provider in the area to balance the interests of the City with the burden on utilities.

Staff recommends approval of the first reading of Ordinance No. 1652.

Ord 1652.Amending Code Re Permitting Public Rights of Way.pdf
business-impact-estimate__final_permitting_in_right_of_way_.docx

ORDINANCE NO. 1652

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING SECTION 19-154 OF THE CITY'S CODE OF ORDINANCES RELATED TO PERMITTING IN PUBLIC RIGHT-OF-WAYS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; SCRIVENER'S ERRORS; LIBERAL INTERPRETATION; MODIFICATIONS; CODIFICATION; EFFECT ON EXISTING TERMS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. From and after the effective date of this ordinance, Chapter 19, Article VIII, Section 19-154 of the Panama City Beach Code of Ordinances is amended to read as follows (new text **bold and underlined,** deleted text ~~struck through~~):

Sec. 19-154. Permittee obligations.

A. Telecommunications Towers, Small Wireless Poles, Collocations, and other wireless communications Facilities are governed additionally by the more specific requirements of the Panama City Beach Land Development Code.

B. No person shall be granted a permit or otherwise be allowed to install any utility pole or any other Facility if such Facility would be three (3) or more feet above grade within a Right-of-way south of the centerline of Front Beach Road, South Thomas Drive, or the portion of Thomas Drive east of South Thomas Drive. This prohibition shall not apply to light poles owned by the City. This prohibition does not apply to a utility pole or other Facility, regardless of ownership, if it complies with the Community Redevelopment Area-style light pole design and specifications and it either replaces an existing Community Redevelopment Area-style light pole or is installed in the location of a planned future Community Redevelopment Area-style light pole according to the best available Community Redevelopment Agency plans and Planning Department staff approval. Unless the Front Beach Road Community Redevelopment Agency adopts new light pole design and specifications for a portion of the City, complying with Community Redevelopment Area-style light pole design and specifications means following standards provided by the Front Beach Road Segment 2 Ornamental Aluminum Roadway Lighting and Banner Standard, and the construction documents for Front Beach Road Segment 2 for the pole and light fixture, which are on file at City Hall. Compliance with these requirements also means all wiring and equipment must be contained underground or inside the pole so that it is not visible or distinguishes the pole and equipment from the Community Redevelopment Area-style light poles. Each such pole may have one box on the ground in the immediate vicinity of the pole for electrical or other equipment so long as it is not taller than three feet from grade and matches the color and style of other utility boxes located in the Community Redevelopment Area right of way. Planning staff may approve minor deviations in design, brands, and materials that do not result in easily noticeable differences between the pole, fixture, and any visible equipment relative to the actual Community Redevelopment Area-style light poles. Applicants for the waiver under this paragraph must apply to the Planning Department using the procedures applicable to Small Wireless Poles provided by the Panama City Beach Land Development Code. Applicable underground utility requirements of the City Code and Land Development Code

are waived for utility poles and other Facilities that strictly comply with this section and which are approved by the City Planning Department, in recognition that such poles do not provide greater negative impacts to the community than the City's own light poles. Any existing utility poles or Facilities that would not be permissible under this rule shall not be permitted to be replaced, but may be maintained used and repaired, provided repairs do not exceed fifty (50) percent of the value of the utility pole or Facility.

C. ~~Reserved.~~ **On or before commencement of the permitted work, Permittee shall provide written notice of the Permittee's name, contact information, and estimated dates of work to adjacent property owners to the site where work is being performed as follows:**

(a) Notice shall be required for adjacent property owners of improved property only.

(b) Notice may be given by door hanger or other form of written notice.

(c) Notice to multi-family, condominium, or cooperative property may be given by providing a single notice to the property or office manager.

(d) Notice is only required for large projects, defined as impacting 1,000 feet or more of right-of-way.

(e) Notice is not required for emergency work performed in response to a sudden and unanticipated event, whether natural or manmade.

(f) Permittee shall maintain proof of compliance with this section for at least six months after the conclusion of the work. The City reserves the right to request a copy of the proof of compliance within this timeframe.

D. Permittee shall place or maintain all Facilities in the Right-of-way so as not to unreasonably interfere with the drainage of all lands lying within the City, the travel and use of the right-of-way by the public, and with the rights and convenience of property owners who adjoin any portion of the right-of-way, and in a manner consistent with accepted industry practice and applicable law.

E. Permittee shall not place or maintain its Facilities in the Right-of-way so as to interfere with, displace, damage, or destroy any Facilities lawfully occupying the Right-of-way, including but not limited to sewers, gas or water mains, storm drains, pipes, cables, or conduits of the City or any other Person.

F. All safety practices required by applicable law or accepted industry practices and standards shall be used during the placement or maintenance of Facilities in a Right-of-way.

G. When requested by the City, the Permittee shall, at Permittee's expense, make changes to the components or location of Facilities to conform to the reasonably necessary requirements of localized areas.

H. Permittee shall coordinate its placement and maintenance activities with other utilities and the City when such activities require disturbance of the Right-of-way and shall notify the City not less than twenty-four (24) nor more than seventy-two (72) hours in advance of any pavement cut. Unless otherwise authorized or directed by the City, Permittee shall use directional bores for any work to Facilities which require the crossing of a Right-of-way, or for the installation of Facilities parallel to a fully developed and landscaped urban curb and gutter Right-of-way.

I. Where excavation of a Right-of-way is required, a Permittee shall comply with the Underground Facility Damage Prevention and Safety Act set forth in Chapter 556, Florida Statutes (2006), as it may be amended.

J. Permittee shall use and exercise due caution, care, and skill in performing permitted work in a Right-of-way and shall take all reasonable steps to safeguard work site areas.

K. A Permittee shall, upon thirty (30) days written notice by any person holding a City Right-of-way Permit, temporarily raise or lower its Facilities to allow the work authorized by the Permit, at the requesting Permittee's expense.

L. After the completion of any placement or maintenance of a Facility in a Right-of-way or each phase thereof, a Permittee shall, at its expense, restore to its original condition the Right-of-way and any other public or private property damaged or destroyed in whole or in part by Permittee, its agents, servants, or employees in exercising the privileges granted by the Permit. If the Permittee fails to make such restoration within thirty (30) days, or such longer period of time as may be reasonably required under the circumstances, following the completion of such placement and maintenance, the City may perform the restoration and charge the costs of restoration against the Permittee in accordance with Section 337.401, Florida Statutes, (2006), as it may be amended. A Permittee shall guarantee its restoration work and shall correct any restoration work that does not satisfy the City's requirements at its own expense for twelve (12) months following written acceptance of the permitted work by the City Engineer.

M. Permittee shall warrant that all work performed in connection with the placement or maintenance of a Facility in a Right-of-way will be of good quality and in conformance with the Plans and Specifications submitted with the application and approved by the City.

N. Upon completion of the placement or maintenance of a Facility in a Right-of-way, Permittee shall promptly file three (3) copies of complete and accurate "as-built" plans identifying and locating those portions of the Facilities placed in the Right-of-way.

O. Permittee shall always comply with and abide by all applicable provisions of state and federal law, and City ordinances, codes, and regulations in placing or maintaining a Facility in a Right-of-way, for so long as Permittee places or maintains a Facility in a Right-of-way.

SECTION 2. CONFLICT WITH OTHER ORDINANCES OR CODES. All Ordinances or parts of Ordinances of the Code of Ordinances of Panama City Beach, Florida, in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 3. SEVERABILITY. If any provision of this Ordinance is held to be illegal, invalid, or unconstitutional by a court of competent jurisdiction, the other provisions of this ordinance shall remain in full force and effect.

SECTION 4. SCRIVENER'S ERRORS. It is the intention of the City, and it is hereby provided that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of Panama City Beach, Florida, and to that end, sections of this ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section" or "article" or other appropriate designation. Additionally, corrections of typographical errors which do not affect the intent of this Ordinance may be authorized by the City Attorney without public hearing, by filing a corrected or recodified copy with the City Clerk.

SECTION 5. ORDINANCE TO BE LIBERALLY CONSTRUED. This ordinance shall be liberally construed to effectively carry out the purposes hereof which are deemed not to adversely affect public health, safety, or welfare.

SECTION 6. MODIFICATIONS. It is the intent of the City that the provisions of this ordinance may be modified as a result of considerations that may arise during a public hearing. Such modifications shall be incorporated into the final version of the ordinance adopted by the City.

SECTION 7. CODIFICATION. The appropriate officers and agents of the City are authorized and directed to codify, include, and publish in electronic format the provisions of this Ordinance within the Panama City Beach Code of Ordinances, and unless a contrary ordinance is adopted within ninety (90) days following such publication, the codification of this Ordinance shall become the final and official record of the matters herein ordained. Section numbers may be assigned and changed whenever necessary or convenient.

SECTION 8. EFFECTIVE DATE. This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED, AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this _____ day of _____ 2024.

CITY OF PANAMA CITY BEACH

By:_____
Stuart Tettemer, Mayor

ATTEST:

_____
Lynne Fasone, City Clerk

EXAMINED AND APPROVED by me this _____ day of _____ 2024.

_____
Stuart Tettemer, Mayor

Posted on pcbfl.gov on the ____ day of ____ 2024.

Posted on publicnoticesbaycountyfl.gov on the __ day of ____ 2024.

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published. This Business Impact Estimate may be revised following its initial posting.

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING SECTION 19-154 OF THE CITY'S CODE OF ORDINANCES RELATED TO PERMITTING IN PUBLIC RIGHT-OF-WAYS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; SCRIVENER'S ERRORS; LIBERAL INTERPRETATION; MODIFICATIONS; CODIFICATION; EFFECT ON EXISTING TERMS; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance:

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code

[1] See Section 166.041(4)(c), Florida Statutes.

If no exemption applies, in accordance with the provisions of controlling law, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The purpose of this ordinance is to promote the public's awareness of utilities work taking place in the public rights-of-way. This ordinance adds a requirement to the City's permitting process for work in public rights-of-way that the permittee must notify adjacent property owners by door hanger or other form of written notification of the identity of the permittee, contact information, and estimated dates of work. This notice must occur on or before beginning work, and proof of compliance must be provided to the City before the conclusion of the work. Notice is only required for improved adjacent properties and would not apply to vacant properties. The notice requirement would also not apply to small projects or for emergency work. The utility is required to maintain proof of compliance and notify the City when the work is finished that the notice was given. The language in this ordinance was drafted with input from a major utility provider in the area to balance the interests of the City with the burden on utilities.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

The direct economic impact on private utilities will be the cost to print and post notifications. This cost is difficult to estimate, as workers may be present at the site already to commence work, which limits the additional expense to post notification. The cost of printing is expected to be minimal. No charges are imposed by the City or collected by the City.

2. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

The total number is unknown but includes generally all private utilities seeking to work in the City's rights-of-way who must undergo the permitting process.

4. Additional information the governing body deems useful (if any):

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME: Amy Myers, Building & Planning	***2. MEETING DATE:*** September 12, 2024

3. REQUESTED MOTION/ACTION:

Approve Ordinance No. 1654 at first reading.

4. AGENDA: REGULAR AGENDA AND DISCUSSION / ACTION ITEMS	***5. IS THIS ITEM BUDGETED (IF APPLICABLE)?:*** N/A Detailed Budget Amendment Attached: N/A
	6. IDENTIFY STRATEGIC PRIORITY: Public Safety Quality of Life

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

FEMA has adopted new flood maps which will go into effect October 24, 2024, and which necessitate an update to the City's floodplain management regulations. As part of this update, and in accordance with guidance from FDEM, Staff is recommending the relocation of local technical amendments from Chapter 8 of the City's Code of Ordinances to Chapter 3 of the City's Land Development Code, and the establishment of new regulations specific to areas subject to 1.5' or greater wave heights (LiMWAs). Approval of the updated Ordinance will ensure maintenance of the City's Community Rating in the National Flood Insurance Program.

Staff recommends approval.

The item will be presented to the Planning Board for their review and recommendation at their October meeting.

Ord 1654 Flood .pdf
Ord 1654.Flood.Business Impact Estimate.pdf

ORDINANCE NO. 1654

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S LAND DEVELOPMENT CODE RELATED TO FLOOD MANAGEMENT REGULATIONS; REPEALING SECTIONS 8-115.1 THROUGH 8-115.3 IN THE CITY'S CODE OF ORDINANCES RELATED TO LOCAL TECHNICAL AMENDMENTS TO THE FLORIDA BUILDING CODE; PROVIDING FOR APPLICABILITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; SCRIVENER'S ERRORS; LIBERAL INTERPRETATION; MODIFICATIONS; CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166 – Municipalities, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the City of Panama City Beach participates in the National Flood Insurance Program and participates in the NFIP's Community Rating System, a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum program requirements and achieved a CRS rating of Class 5, making citizens who purchase NFIP flood insurance policies eligible for premium discounts; and

WHEREAS, in 2020 the NFIP Community Rating System established certain minimum prerequisites for communities to qualify for or maintain class ratings of Class 8 or better; and

WHEREAS, to satisfy the prerequisite and for the City of Panama City Beach to maintain the current CRS rating, all manufactured homes installed or replaced in special flood hazard areas must be elevated such that the lowest floors are at or above at least the base flood elevation plus 1 foot, which necessitates modification of the existing requirements; and

WHEREAS, the City Council has determined that it is in the public interest to amend the floodplain management regulations to better protect manufactured homes and to continue participating in the Community Rating System at the current class rating; and

WHEREAS, Chapter 553, Florida Statutes, allows for local administrative and technical amendments to the *Florida Building Code* that provide for more stringent requirements than those specified in the Code and allows adoption of local administrative and local technical amendments to the Florida Building Code to implement the National Flood Insurance Program and incentives; and

WHEREAS, the Federal Emergency Management Agency delineated a limit of moderate wave action on the Flood Insurance Rate Maps and the City has determined it appropriate to apply coastal high hazard area (Zone V) requirements in areas designated Coastal A Zones to increase resiliency; and apply coastal high hazard area requirements to buildings and structures in Coastal A Zones; and

WHEREAS, the City previously adopted local amendments to the Florida Building Code to (1) limit enclosures below elevated dwellings; (2) require accumulation of costs of improvements and repairs of buildings, based on issued building permits, over a 10–year period; and (3) require buildings that sustain repetitive flood damage over a 10-year period to be included in the definition of "substantial damage," and is reformatting those amendments as part of the floodplain management regulations; and

WHEREAS, the City Council has determined that it is in the public interest to adopt the proposed local technical amendments to the *Florida Building Code*, and the proposed amendments are not more stringent than necessary to address the need identified, do not discriminate against materials, products, or construction techniques of demonstrated capabilities, and are in compliance with section 553.73(4), Florida Statutes.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Panama City Beach that:

SECTION 1. From and after the effective date of this Ordinance, Chapter 3 of the City's Land Development Code related to Floodplain Management and Resource Protection is amended as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

Chapter 3. Floodplain Management and Resource Protection

3.01.00 GENERALLY

3.01.01 Purpose

This chapter sets forth the requirements necessary to protect the public health, safety and general welfare, by establishing standards that ensure the protection, maintenance, enhancement or ***Use*** of natural resources within the ***City***.

3.01.02 Applicability

All ***Development*** shall be designed to ensure protection of areas designated as ***Floodplains***, coastal zone, wetlands or habitats for listed species.

3.02.00 FLOODPLAIN MANAGEMENT

3.02.01 GENERAL

A. These regulations shall be known as the *Floodplain Management Ordinance* of Panama City Beach, hereinafter referred to as "this ordinance."

B. Scope. The provisions of this ordinance shall apply to all development that is wholly within or partially within any flood hazard area, including but not limited to the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the *Florida Building Code* and listed in Section 3.02.04C; placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.

C. Intent. The purposes of this ordinance and the flood load and flood resistant construction requirements of the *Florida Building Code* are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:

1. Minimize unnecessary disruption of commerce, access and public service during times of flooding;
2. Require the use of appropriate construction practices in order to prevent or minimize future flood damage;
3. Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;
4. Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;
5. Minimize damage to public and private facilities and utilities;
6. Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;
7. Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and
8. Meet the requirements of the National Flood Insurance Program for community participation as set forth in the Title 44 Code of Federal Regulations, Section 59.22.

D. Coordination with the *Florida Building Code*. This ordinance is intended to be administered and enforced in conjunction with the *Florida Building Code*. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the *Florida Building Code*.

E. Warning. The degree of flood protection required by this ordinance and the *Florida Building Code*, as amended by this city, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the Flood Insurance Study and shown on Flood Insurance Rate Maps and the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60 may be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain

eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with this ordinance.

F. Disclaimer of Liability. This ordinance shall not create liability on the part of the City Council of Panama City Beach or by any officer or employee thereof for any flood damage that results from reliance on this ordinance or any administrative decision lawfully made thereunder.

3.02.02 APPLICABILITY

A. General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

B. Areas to which this ordinance applies. This ordinance shall apply to all flood hazard areas within Panama City Beach as established in Section 3.02.020 of this ordinance.

C. Basis for establishing flood hazard areas. The Flood Insurance Study for Bay County, Florida and Incorporated Areas dated **October 24, 2024** ~~June 2, 2009~~ and all subsequent amendments and revisions, and the accompanying Flood Insurance Rate Maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this ordinance and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the City's Building Department, 116 S. Arnold Rd.

D. Submission of additional data to establish flood hazard areas. To establish flood hazard areas and base flood elevations, pursuant to Section 3.02.05 of this ordinance the Floodplain Administrator may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the community indicates that ground elevations:

1. Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as flood hazard area and subject to the requirements of this ordinance and, as applicable, the requirements of the *Florida Building Code*.
2. Are above the closest applicable base flood elevation, the area shall be regulated as special flood hazard area unless the applicant obtains a Letter of Map Change that removes the area from the special flood hazard area.

E. Other laws. The provisions of this ordinance shall not be deemed to nullify any provisions of local, state or federal law.

F. Abrogation and greater restrictions. This ordinance supersedes any ordinance in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any existing ordinances including but not limited to land development regulations, zoning ordinances, stormwater management regulations, or the *Florida Building Code*. In the event of a conflict between this ordinance and any other ordinance, the more restrictive shall govern. This ordinance shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this ordinance.

G. Interpretation. In the interpretation and application of this ordinance, all provisions shall be:

1. Considered as minimum requirements;
2. Liberally construed in favor of the governing body; and
3. Deemed neither to limit nor repeal any other powers granted under state statutes.

3.02.03 DUTIES AND POWERS OF THE FLOODPLAIN ADMINISTRATOR

A. Designation. The **Building Official** is designated as the Floodplain Administrator. The Floodplain Administrator may delegate performance of certain duties to other employees.

B. General. The Floodplain Administrator is authorized and directed to administer and enforce the provisions of this ordinance. The Floodplain Administrator shall have the authority to render interpretations of this ordinance consistent with the intent and purpose of this ordinance and may establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall not have the effect of waiving requirements specifically provided in this ordinance without the granting of a variance pursuant to Section 3.02.07 of this ordinance.

C. Applications and permits. The Floodplain Administrator, in coordination with other pertinent offices of the City, shall:

1. Review applications and plans to determine whether proposed new development will be located in flood hazard areas;
2. Review applications for modification of any existing development in flood hazard areas for compliance with the requirements of this ordinance;
3. Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries;
4. Provide available flood elevation and flood hazard information;
5. Determine whether additional flood hazard data shall be obtained from other sources or shall be developed by an applicant;
6. Review applications to determine whether proposed development will be reasonably safe from flooding;
7. Issue floodplain development permits or approvals for development other than buildings and structures that are subject to the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*, when compliance with this ordinance is demonstrated, or disapprove the same in the event of noncompliance; and
8. Coordinate with and provide comments to the Building Official to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this ordinance.

D. Substantial improvement and substantial damage determinations. For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall:

1. Estimate the market value or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work. In the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;
2. Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;
3. Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; the determination requires evaluation of previous permits issued for improvements and repairs as specified in the definition of "substantial improvement"; for proposed work to repair damage caused by flooding, the determination requires evaluation of previous permits issued to repair flood-related damage as specified in the definition of "substantial damage"; and

4. Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the *Florida Building Code* and this ordinance is required.

E. Modifications of the strict application of the requirements of the *Florida Building Code*. The Floodplain Administrator shall review requests submitted to the Building Official that seek approval to modify the strict application of the flood load and flood resistant construction requirements of the *Florida Building Code* to determine whether such requests require the granting of a variance pursuant to Section 3.02.07 of this ordinance.

F. Notices and orders. The Floodplain Administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this ordinance.

G. Inspections. The Floodplain Administrator shall make the required inspections as specified in Section 3.02.06 of this ordinance for development that is not subject to the *Florida Building Code,* including buildings, structures and facilities exempt from the *Florida Building Code*. The Floodplain Administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.

H. Other duties of the Floodplain Administrator. The Floodplain Administrator shall have other duties, including but not limited to:

I. Establish, in coordination with the Building Official, procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to Section 3.02.03D of this ordinance;

J. Require that applicants proposing alteration of a watercourse notify Bay County and the Florida Division of Emergency Management, State Floodplain Management Office, and submit copies of such notifications to the Federal Emergency Management Agency (FEMA);

K. Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the Flood Insurance Rate Maps if the analyses propose to change base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within 6 months of such data becoming available;

L. Review required design certifications and documentation of elevations specified by this ordinance and the *Florida Building Code* and this ordinance to determine that such certifications and documentations are complete;

M. Notify the Federal Emergency Management Agency when the corporate boundaries of Panama City Beach are modified; and

N. Advise applicants for new buildings and structures, including substantial improvements, that are located in any unit of the Coastal Barrier Resources System established by the Coastal Barrier Resources Act (Pub. L. 97-348) and the Coastal Barrier Improvement Act of 1990 (Pub. L. 101-591), that federal flood insurance is not available on such construction; areas subject to this limitation are identified on Flood Insurance Rate Maps as "Coastal Barrier Resource System Areas" and "Otherwise Protected Areas."

O. Floodplain management records. Regardless of any limitation on the period required for retention of public records, the Floodplain Administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this ordinance and the flood resistant construction requirements of the *Florida Building Code*, including Flood Insurance Rate Maps; Letters of Map Change; records of issuance of permits and denial of permits; determinations of whether proposed work

constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the *Florida Building Code* and this ordinance; notifications to adjacent communities, FEMA, and the state related to alterations of watercourses; assurances that the flood carrying capacity of altered watercourses will be maintained; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this ordinance and the flood resistant construction requirements of the *Florida Building Code*. These records shall be available for public inspection at City Hall in the office of the Building Inspector.

3.02.04 PERMITS

A. Permits required. Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of this ordinance, including buildings, structures and facilities exempt from the *Florida Building Code*, which is wholly within or partially within any flood hazard area shall first make application to the Floodplain Administrator, and the Building Official if applicable, and shall obtain the required permit(s) and approval(s). No such permit or approval shall be issued until compliance with the requirements of this ordinance and all other applicable codes and regulations has been satisfied.

B. Floodplain development permits or approvals. Floodplain development permits or approvals shall be issued pursuant to this ordinance for any development activities not subject to the requirements of the *Florida Building Code,* including buildings, structures and facilities exempt from the *Florida Building Code*. Depending on the nature and extent of proposed development that includes a building or structure, the Floodplain Administrator may determine that a floodplain development permit or approval is required in addition to a building permit.

C. Buildings, structures and facilities exempt from the *Florida Building Code*. Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Sections 59 and 60), floodplain development permits or approvals shall be required for the following buildings, structures and facilities that are exempt from the *Florida Building Code* and any further exemptions provided by law, which are subject to the requirements of this ordinance:

1. Railroads and ancillary facilities associated with the railroad.
2. Nonresidential farm buildings on farms, as provided in section 604.50, F.S.
3. Temporary buildings or sheds used exclusively for construction purposes.
4. Mobile or modular structures used as temporary offices.
5. Those structures or facilities of electric utilities, as defined in section 366.02, F.S., which are directly involved in the generation, transmission, or distribution of electricity.
6. Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.
7. Family mausoleums not exceeding 250 square feet in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.
8. Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.
9. Structures identified in section 553.73(10)(k), F.S., are not exempt from the *Florida Building Code* if such structures are located in flood hazard areas established on Flood Insurance Rate Maps

D. Application for a permit or approval. To obtain a floodplain development permit or approval the applicant shall first file an application in writing on a form furnished by the city. The information provided shall:

1. Identify and describe the development to be covered by the permit or approval.

2. Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.
3. Indicate the use and occupancy for which the proposed development is intended.
4. Be accompanied by a site plan or construction documents as specified in Section 3.02.05 of this ordinance.
5. State the valuation of the proposed work.
6. Be signed by the applicant or the applicant's authorized agent.
7. Give such other data and information as required by the Floodplain Administrator.

E. Validity of permit or approval. The issuance of a floodplain development permit or approval pursuant to this ordinance shall not be construed to be a permit for, or approval of, any violation of this ordinance, the *Florida Building Codes*, or any other ordinance of this city. The issuance of permits based on submitted applications, construction documents, and information shall not prevent the Floodplain Administrator from requiring the correction of errors and omissions.

F. Expiration. A floodplain development permit or approval shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions for periods of not more than 180 days each shall be requested in writing and justifiable cause shall be demonstrated.

G. Suspension or revocation. The Floodplain Administrator is authorized to suspend or revoke a floodplain development permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this ordinance or any other ordinance, regulation or requirement of this city.

H. Other permits required. Floodplain development permits and building permits shall include a condition that all other applicable state or federal permits be obtained before commencement of the permitted development, including but not limited to the following:

1. The West Florida Water Management District; section 373.036, F.S.
2. Florida Department of Health for onsite sewage treatment and disposal systems; section 381.0065, F.S. and Chapter 64E-6, F.A.C.
3. Florida Department of Environmental Protection for construction, reconstruction, changes, or physical activities for shore protection or other activities seaward of the coastal construction control line; section 161.141, F.S.
4. Florida Department of Environmental Protection for activities subject to the Joint Coastal Permit; section 161.055, F.S.
5. Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; Section 404 of the Clean Water Act.
6. Federal permits and approvals.

3.02.05 SITE PLANS AND CONSTRUCTION DOCUMENTS

A. Information for development in flood hazard areas. The site plan or construction documents for any development subject to the requirements of this ordinance shall be drawn to scale and shall include, as applicable to the proposed development:

1. Delineation of flood hazard areas, floodway boundaries and flood zone(s), base flood elevation(s), and ground elevations if necessary for review of the proposed development.

2. Where base flood elevations or floodway data are not included on the FIRM or in the Flood Insurance Study, they shall be established in accordance with Section 3.02.05B.2 or 3.02.05B.3 of this ordinance.

3. Where the parcel on which the proposed development will take place will have more than 50 lots or is larger than 5 acres and the base flood elevations are not included on the FIRM or in the Flood Insurance Study, such elevations shall be established in accordance with Section 3.02.05B.1 of this ordinance.

4. Location of the proposed activity and proposed structures, and locations of existing buildings and structures.

5. Location, extent, amount, and proposed final grades of any filling, grading, or excavation.

6. Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.

7. Delineation of the Coastal Construction Control Line or notation that the site is seaward of the coastal construction control line, if applicable.

8. Extent of any proposed alteration of sand dunes or mangrove stands, provided such alteration is approved by the Florida Department of Environmental Protection.

9. Existing and proposed alignment of any proposed alteration of a watercourse.

The Floodplain Administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by this ordinance but that are not required to be prepared by a registered design professional if it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with this ordinance.

B. Information in flood hazard areas without base flood elevations (approximate Zone A). Where flood hazard areas are delineated on the FIRM and base flood elevation data have not been provided, the Floodplain Administrator shall:

1. Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices.

2. Obtain, review, and provide to applicants, base flood elevation and floodway data available from a federal or state agency or other source or require the applicant to obtain and use base flood elevation and floodway data available from a federal or state agency or other source.

3. Where base flood elevation and floodway data are not available from another source, where the available data are deemed by the Floodplain Administrator to not reasonably reflect flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inadequate:

(a) Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices; or

(b) Specify that the base flood elevation is two (2) feet above the highest adjacent grade at the location of the development, provided there is no evidence indicating flood depths have been or may be greater than two (2) feet.

4. Where the base flood elevation data are to be used to support a Letter of Map Change from FEMA, advise the applicant that the analyses shall be prepared by a Florida licensed engineer in a format required by FEMA, and that it shall be the responsibility of the applicant to satisfy the submittal requirements and pay the processing fees.

C. Additional analyses and certifications. As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following analyses signed and sealed by a Florida licensed engineer for submission with the site plan and construction documents:

1. For development activities proposed to be located in a regulatory floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in Section 3.02.05D of this ordinance and shall submit the Conditional Letter of Map Revision, if issued by FEMA, with the site plan and construction documents.

2. For development activities proposed to be located in a riverine flood hazard area for which base flood elevations are included in the Flood Insurance Study or on the FIRM and floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation more than one (1) foot at any point within the city. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as Zone AO or Zone AH.

3. For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained in a manner which preserves the channel's flood-carrying capacity; the applicant shall submit the analysis to FEMA as specified in Section 3.02.05D of this ordinance.

4. For activities that propose to alter sand dunes or mangrove stands in coastal high hazard areas (Zone V) **and Coastal A Zones**, an engineering analysis that demonstrates that the proposed alteration will not increase the potential for flood damage.

D. Submission of additional data. When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a Letter of Map Change from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a Florida licensed engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

3.02.06 INSPECTIONS

A. General. Development for which a floodplain development permit or approval is required shall be subject to inspection.

B. Development other than buildings and structures. The Floodplain Administrator shall inspect all development to determine compliance with the requirements of this ordinance and the conditions of issued floodplain development permits or approvals.

C. Buildings, structures and facilities exempt from the *Florida Building Code*. The Floodplain Administrator shall inspect buildings, structures and facilities exempt from the *Florida Building Code* to determine compliance with the requirements of this ordinance and the conditions of issued floodplain development permits or approvals.

D. Buildings, structures and facilities exempt from the *Florida Building Code*, lowest floor inspection. Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building, structure or facility exempt from the *Florida Building Code,* or the owner's authorized agent, shall submit to the Floodplain Administrator:

1. If a design flood elevation was used to determine the required elevation of the lowest floor, the certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor; or

2. If the elevation used to determine the required elevation of the lowest floor was determined in accordance with Section 3.02.05B.3(b) of this ordinance, the documentation of height of the lowest floor above highest adjacent grade, prepared by the owner or the owner's authorized agent.

E. Buildings, structures and facilities exempt from the *Florida Building Code*, final inspection. As part of the final inspection, the owner or owner's authorized agent shall submit to the Floodplain Administrator a final certification of elevation of the lowest floor or final documentation of the height of the lowest floor above the highest adjacent grade; such certifications and documentations shall be prepared as specified in Section 3.02.06D of this ordinance.

F. Manufactured homes. The Floodplain Administrator shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of this ordinance and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted to the Floodplain Administrator.

3.02.07 VARIANCES AND APPEALS

A. General. The Planning Board shall hear and decide on requests for appeals and requests for variances from the strict application of this ordinance. Pursuant to section 553.73(5), F.S., the Planning Board shall hear and decide on requests for appeals and requests for variances from the strict application of the flood resistant construction requirements of the *Florida Building Code*. This section does not apply to Section 3109 of the *Florida Building Code, Building*.

B. Appeals. The City Council shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Planning Board in the administration and enforcement

of this ordinance. Any person aggrieved by the decision of the City Council may appeal such decision to the Circuit Court, as provided by Florida Statutes.

C. Limitations on authority to grant variances. The Planning Board shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in Section 3.02.07G of this ordinance, the conditions of issuance set forth in Section 3.02.07H of this ordinance, and the comments and recommendations of the Floodplain Administrator and the Building Official. The Planning Board has the right to attach such conditions as it deems necessary to further the purposes and objectives of this ordinance.

D. Restrictions in floodways. A variance shall not be issued for any proposed development in a floodway if any increase in base flood elevations would result, as evidenced by the applicable analyses and certifications required in Section 3.02.05C of this ordinance.

E. Historic buildings. A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the *Florida Building Code, Existing Building*, Chapter 12 Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the *Florida Building Code*.

F. Functionally dependent uses. A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in this ordinance, provided the variance meets the requirements of Section 3.02.07D, is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.

G. Considerations for issuance of variances. In reviewing requests for variances, the Planning Board shall consider all technical evaluations, all relevant factors, all other applicable provisions of the *Florida Building Code*, this ordinance, and the following:

1. The danger that materials and debris may be swept onto other lands resulting in further injury or damage;
2. The danger to life and property due to flooding or erosion damage;
3. The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;
4. The importance of the services provided by the proposed development to the city;
5. The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;
6. The compatibility of the proposed development with existing and anticipated development;
7. The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;

8. The safety of access to the property in times of flooding for ordinary and emergency vehicles;

9. The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and

10. The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.

H. Conditions for issuance of variances. Variances shall be issued only upon:

1. Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this ordinance or the required elevation standards;

2. Determination by the Planning Board that:

   (a) Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;

   (b) The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances; and

   (c) The variance is the minimum necessary, considering the flood hazard, to afford relief;

3. Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the Office of the Clerk of the Court in such a manner that it appears in the chain of title of the affected parcel of land; and

4. If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the Floodplain Administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as $25 for $100 of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.

3.02.08 VIOLATIONS

A. Violations. Any development that is not within the scope of the *Florida Building Code* but that is regulated by this ordinance that is performed without an issued permit, that is in conflict with an issued permit, or that does not fully comply with this ordinance, shall be deemed a violation of this ordinance. A building or structure authorized by permit for which documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this ordinance or the *Florida Building Code* has not been submitted is presumed to be a violation until such time as that documentation is provided.

B. Authority. For development that is not within the scope of the *Florida Building Code* but that is regulated by this ordinance and that is determined to be a violation, the Floodplain Administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person or persons performing the work.

C. Unlawful continuance. Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by law.

3.02.09 DEFINITIONS

A. Interpretation. Unless otherwise expressly stated, the following words and terms shall, for the purposes of this ordinance, have the meanings shown in this section.

1. **Terms defined in the *Florida Building Code*.** Where terms are not defined in this ordinance and are defined in the *Florida Building Code*, such terms shall have the meanings ascribed to them in that code.

2. Terms not defined. Where terms are not defined in this ordinance or the *Florida Building Code*, such terms shall have ordinarily accepted meanings such as the context implies.

B. DEFINITIONS

Alteration of a watercourse. A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

Appeal. A request for a review of the Floodplain Administrator's interpretation of any provision of this ordinance.

ASCE 24. A standard titled *Flood Resistant Design and Construction* that is referenced by the *Florida Building Code*. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

Base flood. A flood having a 1-percent chance of being equaled or exceeded in any given year. The base flood is commonly referred to as the "100-year flood" or the "1-percent-annual chance flood."

Base flood elevation. The elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the Flood Insurance Rate Map (FIRM).

Basement. The portion of a building having its floor subgrade (below ground level) on all sides.

Coastal A Zone. Flood hazard areas that have been delineated as subject to wave heights between 1 ½ feet (457 mm) and 3 feet (914 mm). Such areas are seaward of the Limit of Moderate Wave Action shown on the Flood Insurance Rate Map.

Coastal construction control line. The line established by the State of Florida pursuant to section 161.053, F.S., and recorded in the official records of the city, which defines that portion of the beach-

dune system subject to severe fluctuations based on a 100-year storm surge, storm waves or other predictable weather conditions.

Coastal high hazard area. A special flood hazard area extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. Coastal high hazard areas **and Coastal A Zones** are also referred to as "high hazard areas subject to high velocity wave action" or "V Zones" and are designated on Flood Insurance Rate Maps (FIRM) as Zone V1-V30, VE, or V.

Design flood. The flood associated with the Flood Hazard Area, as defined herein.

Design flood elevation. The elevation of the "design flood," including wave height, relative to the datum specified on the city's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to 2 feet.

Development. Any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

Encroachment. The placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

Existing building and **existing structure.** Any buildings and structures for which the "start of construction" commenced before **June 1, 1977**.

~~**Existing manufactured home park or subdivision**. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before June 1, 1977,~~

~~**Expansion to an existing manufactured home park or subdivision**. The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).~~

Federal Emergency Management Agency (FEMA). The federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

Flood or flooding. A general and temporary condition of partial or complete inundation of normally dry land from:

1. The overflow of inland or tidal waters.

2. The unusual and rapid accumulation or runoff of surface waters from any source.

Flood damage-resistant materials. Any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair.

Flood hazard area. The greater of the following two areas:

1. The area within a floodplain subject to a 1-percent or greater chance of flooding in any year.
2. The area designated as a flood hazard area on the city's flood hazard map, or otherwise legally designated.

Flood Insurance Rate Map (FIRM). The official map of the city on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the city.

Flood Insurance Study (FIS). The official report provided by the Federal Emergency Management Agency that contains the Flood Insurance Rate Map, the Flood Boundary and Floodway Map (if applicable), the water surface elevations of the base flood, and supporting technical data.

Floodplain Administrator. The office or position designated and charged with the administration and enforcement of this ordinance (may be referred to as the Floodplain Manager).

Floodplain development permit or approval. An official document or certificate issued by the city, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this ordinance.

Floodway. The channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot.

Floodway encroachment analysis. An engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation shall be prepared by a qualified Florida licensed engineer using standard engineering methods and models.

Florida Building Code. The family of codes adopted by the Florida Building Commission, including: Florida Building Code, Building; Florida Building Code, Residential; Florida Building Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; Florida Building Code, Fuel Gas.

Functionally dependent use. A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.

Highest adjacent grade. The highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

Historic structure. Any structure that is determined eligible for the exception to the flood hazard area requirements of the *Florida Building Code, Existing Building*, Chapter 12 Historic Buildings.

Letter of Map Change (LOMC). An official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

1. Letter of Map Amendment (LOMA): An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

2. Letter of Map Revision (LOMR): A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

3. Letter of Map Revision Based on Fill (LOMR-F): A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the city's floodplain management regulations.

4. Conditional Letter of Map Revision (CLOMR): A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

Light-duty truck. As defined in 40 C.F.R. 86.082-2, any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

1. Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or
2. Designed primarily for transportation of persons and has a capacity of more than 12 persons; or
3. Available with special features enabling off-street or off-highway operation and use.

Limit of Moderate Wave Action. Line shown on FIRMs to indicate the inland limit of the 1 ½-foot (457 mm) breaking wave height during the base flood.

Lowest floor. The lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the *Florida Building Code* or ASCE 24.

Manufactured home. A structure, transportable in one or more sections, which is eight (8) feet or more in width and greater than four hundred (400) square feet, and which is built on a permanent, integral

chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer."

Manufactured home park or subdivision. A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Market value. ~~The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this ordinance, the term refers to~~ t**T**he ~~market~~ value of ~~one or more~~ buildings and structures, excluding the land and other improvements on the parcel. Market value ~~may be established by a qualified independent appraiser,~~ **is the** Actual Cash Value (**in-kind** replacement cost depreciated for age, wear and tear, neglect, and quality of construction) **determined by a qualified independent appraiser**, or tax assessment value adjusted to approximate market value by the **County** Property Appraiser.

New construction. For the purposes of administration of this ordinance and the flood resistant construction requirements of the *Florida Building Code*, structures for which the "start of construction" commenced on or after **June 1, 1977**.

~~**New manufactured home park or subdivision.** A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after **June 1, 1977.**~~

Park trailer. A transportable unit which has a body width not exceeding fourteen (14) feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances.

Recreational vehicle. A vehicle, including a park trailer, which is:

1. Built on a single chassis;
2. Four hundred (400) square feet or less when measured at the largest horizontal projection;
3. Designed to be self-propelled or permanently towable by a light-duty truck; and
4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Sand dunes. Naturally occurring accumulations of sand in ridges or mounds landward of the beach.

Special flood hazard area. An area in the floodplain subject to a 1 percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V.

Start of construction. The date of issuance of permits for new construction and substantial improvements, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within 180 days of the date of the issuance. The actual start of construction means

either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns.

Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Substantial damage. Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred. **The term also includes flood related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.**

Substantial improvement. Any repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure **taking place over a ten-year period**, the **cumulative** cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. **For each building or structure, the ten-year period begins on the date of the first permit issued for improvement or repair of that building or structure subsequent to April 8, 2016.** If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either: **1.** Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions. **2.** Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure.

Variance. A grant of relief from the requirements of this ordinance, or the flood resistant construction requirements of the *Florida Building Code*, which permits construction in a manner that would not otherwise be permitted by this ordinance or the *Florida Building Code*.

Watercourse. A river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.

3.02.10 FLOOD RESISTANT DEVELOPMENT

A. Design and construction of buildings, structures and facilities exempt from the *Florida Building Code*. Pursuant to Section 3.02.04C of this ordinance, buildings, structures, and facilities that are exempt from the *Florida Building Code*, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the *Florida Building Code* that are not walled and roofed buildings shall comply with the requirements of Section 3.02.16 of this ordinance.

B. Buildings and structures seaward of the coastal construction control line. If extending, in whole or in part, seaward of the coastal construction control line and also located, in whole or in part, in a flood hazard area:

1. Buildings and structures shall be designed and constructed to comply with the more restrictive applicable requirements of the *Florida Building Code, Building* Section 3109 and Section 1612 or *Florida Building Code, Residential* Section R322.

2. Minor structures and non-habitable major structures as defined in section 161.54, F.S., shall be designed and constructed to comply with the intent and applicable provisions of this ordinance and ASCE 24.

3. In coastal high hazard areas **and Coastal A Zones**, new buildings shall be located landward of the reach of mean high tide.

C. Florida Building Code, technical amendments.

1. Access to enclosed areas below one- and two-family dwellings shall be the minimum necessary to allow for the parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the building (stairway or elevator).

2. In the Florida Building Code, Building, and Florida Building Code, Existing Building, definitions for the terms "Substantial Damage" and "Substantial Improvement" shall be as defined in Section 3.02.09.B.

3. In Coastal A Zones:
(a) Buildings within the scope of the Florida Building Code, Building, that are located in Coastal A Zones shall not be permitted to be dry floodproofed and shall not be permitted to have backfilled stem wall foundations.
(b) Dwellings within the scope of the Florida Building Code, Residential, that are located in Coastal A Zones shall not be permitted to have backfilled stem wall foundations.

3.02.11 SUBDIVISIONS

A. Minimum requirements. Subdivision proposals, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:

1. Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;

2. All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and

3. Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

B. Subdivision plats. Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:

1. Delineation of flood hazard areas, floodway boundaries and flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats;

2. Where the subdivision has more than 50 lots or is larger than 5 acres and base flood elevations are not included on the FIRM, the base flood elevations determined in accordance with Section 3.02.05B.1 of this ordinance; and

3. Compliance with the site improvement and utilities requirements of Section 3.02.12 of this ordinance.

3.02.12 SITE IMPROVEMENTS, UTILITIES AND LIMITATIONS

A. Minimum requirements. All proposed new development shall be reviewed to determine that:

1. Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;

2. All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and

3. Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

B. Sanitary sewage facilities. All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and on-site waste disposal systems shall be designed in accordance with the standards for onsite sewage treatment and disposal systems in Chapter 64E-6, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into flood waters, and impairment of the facilities and systems.

C. Water supply facilities. All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in Chapter 62-532.500, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.

D. Limitations on sites in regulatory floodways. No development, including but not limited to site improvements, and land disturbing activity involving fill or regrading, shall be authorized in the regulatory floodway unless the floodway encroachment analysis required in Section 3.02.05A of this ordinance demonstrates that the proposed development or land disturbing activity will not result in any increase in the base flood elevation.

E. Limitations on placement of fill. Subject to the limitations of this ordinance, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, if intended to support buildings and structures (Zone A only), fill shall comply with the requirements of the *Florida Building Code*.

F. Limitations on sites in coastal high hazard areas (Zone V) and Coastal A Zones. In coastal high hazard areas **and Coastal A Zones**, alteration of sand dunes and mangrove stands shall be permitted only if such alteration is approved by the Florida Department of Environmental Protection and only if the engineering analysis required by Section 3.02.05C.4of this ordinance demonstrates that the proposed alteration will not

increase the potential for flood damage. Construction or restoration of dunes under or around elevated buildings and structures shall comply with Section 3.02.16H.3 of this ordinance.

3.02.13 MANUFACTURED HOMES

A. General. All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to section 320.8249, F.S., and shall comply with the requirements of Chapter 15C-1, F.A.C. and the requirements of this ordinance. If located seaward of the coastal construction control line, all manufactured homes shall comply with the more restrictive of the applicable requirements.

B. Foundations. All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that:

1. In flood hazard areas (Zone A) other than coastal high hazard areas **and Coastal A Zones**, are designed in accordance with the foundation requirements of the *Florida Building Code, Residential* Section R322.2 and this ordinance. ~~Foundations for manufactured homes subject to Section 3.02.13F are permitted to be reinforced piers or other foundation elements of at least equivalent strength.~~

2. In coastal high hazard areas (Zone V) **and Coastal A Zones**, are designed in accordance with the foundation requirements of the *Florida Building Code, Residential* Section R322.3 and this ordinance.

C. Anchoring. All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.

D. Elevation. All manufactured homes that are placed, replaced, or substantially improved in flood hazard areas shall be elevated such that the bottom of the frame is at or above the elevation required in the *Florida Building Code, Residential* Section R322.2 or R322.3, as applicable to the flood hazard area. ~~Manufactured homes that are placed, replaced, or substantially improved shall comply with Section 3.02.13E or 3.02.13F of this ordinance, as applicable.~~

E. Reserved. ~~**General elevation requirement.** Unless subject to the requirements of Section 3.02.13F of this ordinance, all manufactured homes that are placed, replaced, or substantially improved on sites located: (a) outside of a manufactured home park or subdivision; (b) in a new manufactured home park or subdivision; (c) in an expansion to an existing manufactured home park or subdivision; or (d) in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the *Florida Building Code, Residential* Section R322.2 (Zone A) or Section R322.3 (Zone V).~~

F. Reserved. ~~**Elevation requirement for certain existing manufactured home parks and subdivisions.** Manufactured homes that are not subject to Section 3.02.13E of this ordinance, including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park~~

~~or subdivision, unless on a site where substantial damage as result of flooding has occurred, shall be elevated such that either the:~~

~~1. Bottom of the frame of the manufactured home is at or above the elevation required, as applicable to the flood hazard area, in the *Florida Building Code, Residential* Section R322.2 (Zone A) or Section R322.3 (Zone V); or~~

~~2. Bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than 36 inches in height above grade.~~

G. Enclosures. Enclosed areas below elevated manufactured homes shall comply with the requirements of the *Florida Building Code, Residential* Section R322.2 or R322.3 for such enclosed areas, as applicable to the flood hazard area.

H. Utility equipment. Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the *Florida Building Code, Residential* Section R322, as applicable to the flood hazard area.

3.02.14 RECREATIONAL VEHICLES AND PARK TRAILERS

A. Temporary placement. Recreational vehicles and park trailers placed temporarily in flood hazard areas shall:

1. Be on the site for fewer than 180 consecutive days; or

2. Be fully licensed and ready for highway use, which means the recreational vehicle or park model is on wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanent attachments such as additions, rooms, stairs, decks and porches.

B. Permanent placement. Recreational vehicles and park trailers that do not meet the limitations in Section 3.02.14A of this ordinance for temporary placement shall meet the requirements of Section 3.02.13 of this ordinance for manufactured homes.

3.02.15 TANKS

A. Underground tanks. Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.

B. Above-ground tanks, not elevated. Above-ground tanks that do not meet the elevation requirements of Section 3.02.15C of this ordinance shall:

1. Be permitted in flood hazard areas (Zone A) other than coastal high hazard areas **and Coastal A Zones**, provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.

2. Not be permitted in coastal high hazard areas (Zone V) **and Coastal A Zones**.

C. Above-ground tanks, elevated. Above-ground tanks in flood hazard areas shall be attached to and elevated to or above the design flood elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.

D. Tank inlets and vents. Tank inlets, fill openings, outlets and vents shall be:

1. At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and

2. Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

3.02.16 OTHER DEVELOPMENT

A. General requirements for other development. All development, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in this ordinance or the *Florida Building Code*, shall:

1. Be located and constructed to minimize flood damage;

2. Meet the limitations of Section 3.02.12D of this ordinance if located in a regulated floodway;

3. Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;

4. Be constructed of flood damage-resistant materials; and

5. Have mechanical, plumbing, and electrical systems above the design flood elevation or meet the requirements of ASCE 24, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.

B. Fences in regulated floodways. Fences in regulated floodways that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of Section 3.02.12D of this ordinance.

C. Retaining walls, sidewalks and driveways in regulated floodways. Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of Section 3.02.12D of this ordinance.

D. Roads and watercourse crossings in regulated floodways. Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of Section 3.02.12D of this ordinance. Alteration of a watercourse that is part of a road or watercourse crossing shall meet the requirements of Section 3.02.05C.3 of this ordinance.

E. Concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses in coastal high hazard areas (Zone V) and Coastal A Zones. In coastal high hazard areas **and Coastal A Zones**, concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses are permitted beneath or adjacent to buildings and structures provided the concrete slabs are designed and constructed to be:

1. Structurally independent of the foundation system of the building or structure;

2. Frangible and not reinforced, so as to minimize debris during flooding that is capable of causing significant damage to any structure; and

3. Have a maximum slab thickness of not more than four (4) inches.

F. Decks and patios in coastal high hazard areas (Zone V) and Coastal A Zones. In addition to the requirements of the *Florida Building Code*, in coastal high hazard areas **and Coastal A Zones** decks and patios shall be located, designed, and constructed in compliance with the following:

1. A deck that is structurally attached to a building or structure shall have the bottom of the lowest horizontal structural member at or above the design flood elevation and any supporting members that extend below the design flood elevation shall comply with the foundation requirements that apply to the building or structure, which shall be designed to accommodate any increased loads resulting from the attached deck.

2. A deck or patio that is located below the design flood elevation shall be structurally independent from buildings or structures and their foundation systems, and shall be designed and constructed either to remain intact and in place during design flood conditions or to break apart into small pieces to minimize debris during flooding that is capable of causing structural damage to the building or structure or to adjacent buildings and structures.

3. A deck or patio that has a vertical thickness of more than twelve (12) inches or that is constructed with more than the minimum amount of fill necessary for site drainage shall not be approved unless an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to the building or structure or to adjacent buildings and structures.

4. A deck or patio that has a vertical thickness of twelve (12) inches or less and that is at natural grade or on nonstructural fill material that is similar to and compatible with local soils and is the minimum amount necessary for site drainage may be approved without requiring analysis of the impact on diversion of floodwaters or wave runup and wave reflection.

G. Other development in coastal high hazard areas (Zone V) and Coastal A Zones. In coastal high hazard areas **and Coastal A Zones**, development activities other than buildings and structures shall be permitted only if also authorized by the appropriate federal, state or local authority; if located outside the footprint of, and not structurally attached to, buildings and structures; and if analyses prepared by qualified registered design professionals demonstrate no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures. Such other development activities include but are not limited to:

1. Bulkheads, seawalls, retaining walls, revetments, and similar erosion control structures;

2. Solid fences and privacy walls, and fences prone to trapping debris, unless designed and constructed to fail under flood conditions less than the design flood or otherwise function to avoid obstruction of floodwaters; and

3. On-site sewage treatment and disposal systems defined in 64E-6.002, F.A.C., as filled systems or mound systems.

H. Nonstructural fill in coastal high hazard areas (Zone V) and Coastal A Zones. In coastal high hazard areas **and Coastal A Zones**:

1. Minor grading and the placement of minor quantities of nonstructural fill shall be permitted for landscaping and for drainage purposes under and around buildings.

2. Nonstructural fill with finished slopes that are steeper than one unit vertical to five units horizontal shall be permitted only if an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures.

3. Where authorized by the Florida Department of Environmental Protection or applicable local approval, sand dune construction and restoration of sand dunes under or around elevated buildings are permitted without additional engineering analysis or certification of the diversion of floodwater or wave runup and wave reflection if the scale and location of the dune work is consistent with local beach-dune morphology and the vertical clearance is maintained between the top of the sand dune and the lowest horizontal structural member of the building.

SECTION 2. From and after the effective date of this Ordinance, Sections 8-115.1, 8-115.2 and 8-115.3 of the City's Code of Ordinances related to Local Technical Amendments to the Florida Building Code, are hereby repealed.

SECTION 3. FISCAL IMPACT STATEMENT. In terms of design, plan application review, construction and inspection of buildings and structures, the cost impact as an overall average is negligible in regard to the local technical amendments because all development has been subject to the requirements of the local floodplain management ordinance adopted for participation in the National Flood Insurance Program. Therefore, in terms of lower potential for flood damage, there will be continued savings and benefits to consumers.

SECTION 4. APPLICABILITY. For the purposes of jurisdictional applicability, this ordinance shall apply in the City of Panama City Beach. This ordinance shall apply to all applications for development in flood hazard areas submitted on or after the effective date of this ordinance.

SECTION 5. CONFLICT WITH OTHER ORDINANCES OR CODES. All Ordinances or parts of Ordinances of the Code of Ordinances of Panama City Beach, Florida, in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 6. SEVERABILITY. If any provision of this Ordinance is held to be illegal, invalid, or unconstitutional by a court of competent jurisdiction, the other provisions of this ordinance shall remain in full force and effect.

SECTION 7. SCRIVENER'S ERRORS. It is the intention of the City, and it is hereby provided that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of Panama City Beach, Florida, and to that end, the sections of this ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section" or "article" or other appropriate designation. Additionally, corrections of typographical errors which do not affect the intent of this Ordinance may be authorized by the City Attorney without public hearing, by filing a corrected or recodified copy with the City Clerk.

SECTION 8. ORDINANCE TO BE LIBERALLY CONSTRUED. This ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed not to adversely affect public health, safety, or welfare.

SECTION 9. MODIFICATIONS. It is the intent of the City that the provisions of this ordinance may be modified as a result of considerations that may arise during a public hearing. Such modifications shall be incorporated into the final version of the ordinance adopted by the City.

SECTION 10. CODIFICATION. The appropriate officers and agents of the City are authorized and directed to codify, include, and publish in electronic format the provisions of this Ordinance within the Panama City Beach Code of Ordinances, and unless a contrary ordinance is adopted within ninety (90) days following such publication, the codification of this Ordinance shall become the final and official record of the matters herein ordained. Section numbers may be assigned and changed whenever necessary or convenient.

SECTION 11. EFFECTIVE DATE. This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this _____ day of _____ 2024.

CITY OF PANAMA CITY BEACH

By:_____
Stuart Tettemer, Mayor

ATTEST:

_____
Lynne Fasone, City Clerk

EXAMINED AND APPROVED by me this _____ day of _____ 2024.

_____
Stuart Tettemer, Mayor

Posted on pcbfl.gov on the ____ day of ____, 2024.

Posted on publicnoticesbaycountyfl.gov on the __ day of ____, 2024.

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published. This Business Impact Estimate may be revised following its initial posting.

Proposed ordinance's title/reference:

ORDINANCE NO. 1654

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S LAND DEVELOPMENT CODE RELATED TO FLOOD MANAGEMENT REGULATIONS; REPEALING SECTIONS 8-115.1 THROUGH 8-115.3 IN THE CITY'S CODE OF ORDINANCES RELATED TO LOCAL TECHNICAL AMENDMENTS TO THE FLORIDA BUILDING CODE; PROVIDING FOR APPLICABILITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; SCRIVENER'S ERRORS; LIBERAL INTERPRETATION; MODIFICATIONS; CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance:

- ☒ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;

[1] See Section 166.041(4)(c), Florida Statutes.

b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

If no exemption applies, in accordance with the provisions of controlling law, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City if any: (a) An estimate of direct compliance costs that businesses may reasonably incur; (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

4. Additional information the governing body deems useful (if any):

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:	***2. MEETING DATE:***
Mark Shaeffer, Utilities	September 12, 2024

3. REQUESTED MOTION/ACTION:

Hold a public hearing and approve Ordinance 1653 increasing water rates by 1% and sewer and reclaimed rates by 4% in FY 24/25 consistent with the recommendation in the 2021 water and wastewater rate sufficiency review previously accepted by the City Council.

4. AGENDA:

REGULAR AGENDA AND DISCUSSION / ACTION ITEMS

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: N/A

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:
Financial Health
Economic Development

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

In March 2021, the City's rate consultant, Raftelis (formerly Public Resources Management Group) completed the preliminary findings of their utility rate analysis. These findings and associated recommendations were presented to the Council at the March 25, 2021, Council meeting. Council and staff comments were provided and incorporated into the final report prepared by Raftelis dated April 5, 2021. A digital copy of the final report is available for public inspection on the City's website and portions are included in the agenda packet.

In the 2021 study, Raftelis recommended increasing water, sewer, and reclaimed water rates for FY 2025 in the amounts of 1%, 4%, and 4%, respectively. Raftelis is currently under contract to review and update both our impact fees and user rates for water, sewer, and reclaimed water utilities to ensure charges are sufficient to fund capital improvements and operating costs.

If approved by Council, customers within the City limits using the typical 6,000 gallons per month will see an increase in their water and sewer bill of $1.58 per month.

Staff has prepared the attached Ordinance 1653 implementing the increases recommended in the 2021 water and wastewater rate sufficiency review.

Notices of the proposed increases were included on utility bills and mailed to all customers as required. Attached are graphs comparing the City's current and proposed water and sewer rates with other Bay County municipalities, and comparing current and prior year rates for the City and those same Bay County municipalities. Additionally, Tables 16, 17, and 18 from Raftelis' final report are attached which compare typical monthly bills for water, sewer, and combined water and sewer for the City and other Bay County and Florida-based utilities.

Using the standard 6,000 gallon per month bill, even with the proposed increases for FY 2025, the resulting water bill is still less than the comparable bill for all other utilities within Bay County. For sewer bills using the same 6,000 gallon per month basis, the resulting City bill is significantly lower. As one would expect, the combined water and sewer bill for the same 6,000 gallon per month usage rate is substantially lower than those of all the other Bay County-based utilities.

Staff recommends approval.

Ord 1653.Utility Rate Change.pdf
Ord 1653 Business Impact Estimate,Water Sewer Reclaimed Rates 2024-25.pdf
Rate Sufficiency Review Comparison Table Only.pdf
Rate Sufficiency Review Final .pdf
Bay County Rate Comparison_3 Sept 2024_final_WATER.pdf
Bay County Rate Comparison_3 Sept 2024_final_SEWER.pdf
Bay County Rate Comparison_3 Sept 2024_final_COMBINED W&S.pdf
Bay County Rate Comparison_3 Sept 2024_final_WATER CHANGE FY24 TO FY 25.pdf
Bay County Rate Comparison_3 Sept 2024_final_SEWER CHANGE FY 24 TO FY25.pdf
Bay County Rate Comparison_3 Sept 2024_final_COMBINED BILL CHANGE FY24 TO FY25.pdf

ORDINANCE NO. 1653

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, ESTABLISHING THE WATER, SEWER, AND RECLAIMED WATER RATES FOR FISCAL YEAR 2024-25 AND THEREAFTER; INCREASING THE WATER RATES IN THE AMOUNT OF ONE PERCENT (1%) AND INCREASING SEWER AND RECLAIMED RATES IN THE AMOUNT OF FOUR PERCENT (4%), ALL AS MORE PARTICULARLY STATED IN THE BODY OF THIS ORDINANCE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; SCRIVENER'S ERRORS; LIBERAL INTERPRETATION; MODIFICATIONS; CODIFICATION; AND PROVIDING AN EFFECTIVE DATE OF OCTOBER 1, 2024.

BE IT ORDAINED BY THE PEOPLE OF THE CITY OF PANAMA CITY BEACH:

SECTION 1. From and after October 1, 2024, Section 23-60 of the City's Code of Ordinances shall be amended to provide for the following charges and fees to be imposed and collected for wastewater service **(**old rates ~~stricken~~; new rates **bold and underlined)**:

Sec. 23-60. Charges and Fees.

(a) *Purpose:* It is the purpose of this Article to provide for the recovery of costs from users of the City's wastewater disposal system for the implementation of the program established herein. These charges and fees relate solely to the matters covered by this Ordinance and are separate from all other fees chargeable by the City. After passage of this ordinance, all charges and fees may be amended by ordinance of the City Council.

(b) *Service Charges:* It is hereby determined necessary to fix and collect sewer service charges from customers. Such revenue received shall be used for operation, maintenance, replacement, debt retirement and other authorized expenses.

(c) *Service Charges and Fees:*

(1) *Additional Fees. ***** In addition to those fees specified herein, the City may, by a separate schedule of fees, establish and collect:

(a) fees for reimbursement of costs of setting up and operating the City's pretreatment program,
(b) fees for monitoring, inspection, and surveillance procedures,
(c) fees for reviewing accidental discharge procedures and construction,
(d) fees for permit applications,
(e) fees for filing appeals,
(f) fees for consistent removal (by the City) of pollutants otherwise subject to Federal Pretreatment Standards,
(g) other fees as the City may deem necessary to carry out the requirements contained herein.

(2) *Charges and Fees.*** The City does hereby levy and assess the following charges and fees, which are to be collected by and payable to the City, for services to users of the public sewer lines, mains and laterals for the disposal of sewage provided by the City to those establishments which are connected with the said sewer system, which charges are hereinafter designated, and the said users shall pay for said services the sums so designated at the same time as the payment for water services shall be made as provided by the

ordinances for the City and which charges shall be assessed upon the utility bill of all users, and the said user shall pay charges as hereinafter set forth as follows and which may be amended from time to time by the City Council by ordinance:

(a) *Within and Without the City Limits.* The minimum monthly charge for wastewater service, including the first three thousand (3,000) gallons of wastewater furnished to all customers of the system, shall be as follows:

TABLE INSET:

	Item		Base Facility Charge for Service Inside City	Base Facility Charge for Service Outside City
(1)	Single-family residential, each		~~$22.41~~ **$23.31**	~~$28.01~~ **$29.14**
(2)	Duplex		~~$22.41~~ **$23.31**	~~$28.01~~ **$29.14**
(3)	Mobile home park, each site		~~$22.41~~ **$23.31**	~~$28.01~~ **$29.14**
(4)	Apartment or condominium		~~$22.41~~ **$23.31**	~~$28.01~~ **$29.14**
(5)	Motel Unit		~~$16.82~~ **$17.49**	~~$21.03~~ **$21.86**
(6)	Washateria, each washer		~~$22.41~~ **$23.31**	~~$28.01~~ **$29.14**
(7)	Small non-residential Establishments (Service Stations, Retail Stores, Offices, Churches; based on size of water meter)			
	a.	3/4"	~~$33.59~~ **$34.93**	~~$41.99~~ **$43.66**
	b.	1"	~~$44.81~~ **$46.60**	~~$56.01~~ **$58.25**
(8)	Large non-residential Establishments (Schools, Restaurants, Short Order Food Establishments, Lounges, Sanitary Dump Stations, Public Restrooms, Amusement Parks, Parks: based on size of water meter)			
	a.	1 1/2"	~~$69.92~~ **$72.72**	~~$87.40~~ **$90.90**
	b.	2"	~~$87.27~~ **$90.76**	~~$109.09~~ **$113.45**
	c.	3"	~~$145.59~~ **$151.41**	~~$181.99~~ **$189.26**
	d.	4"	~~$209.72~~ **$218.11**	~~$262.15~~ **$272.64**
	e.	6"	~~$419.50~~ **$436.28**	~~$524.38~~ **$545.35**
	f.	Greater than 6"	By contract	+ 25% surcharge
(9)	Campgrounds, each site		~~$4.14~~ **$4.31**	~~$5.18~~ **$5.39**

The monthly overage charge for wastewater service furnished above the minimum shall be three dollars and ~~thirty-three~~ **forty-six** cents ($~~3.33~~**3.46**) per one thousand (1,000) gallons inside the City and four dollars and ~~sixteen~~**thirty-three** cents ($~~4.16~~**4.33**) per one thousand gallons outside the City.

(b) *Former Grand Lagoon Utilities Geographic Area of Service.*

(1) Notwithstanding Section 23-60(c) of this Code, the rates, fees, and charges for sewer service within the Grand Lagoon Utilities, Inc., geographic area of service as designated by the Florida Public Service Commission on August 1, 1989, shall be as follows:

GENERAL MONTHLY SEWER RATES (All Except Residential)	
Meter Size	Base Facility Charge
⅝" × ¾"	~~$27.51~~ **$28.61**
¾"	~~$41.71~~ **$43.38**
1"	~~$62.23~~ **$62.79**
1½"	~~$124.48~~ **$125.36**
2"	~~$187.66~~ **$188.75**
3"	~~$353.60~~ **$355.42**
4"	~~$550.01~~ **$552.63**
6"	~~$1080.60~~ **1085.84**
Gallonage charge ~~$4.31~~* **$4.35**	

*Per 1,000 gallons or part thereof

RESIDENTIAL MONTHLY SEWER RATES	
Meter Size	Base Facility Charge
All	~~$27.49~~ **$28.59**
Plus, Gallonage Charge ~~$3.99~~* **$4.15**	

(Maximum Charge at 10,000 Gallons)

*Per 1,000 gallons or part thereof

(2) Reserved.

(3) Multiple Classifications. One service used for more than one of the classifications above shall pay and be charged for each of such usages.

(4) Incremental Usage. The monthly overage charge for sewers set forth in subsection (a) above shall be calculated upon each one thousand (1,000) gallons of water, or part thereof, consumed in excess of the gallonage per month included in the minimum water charge.

(c) *Former Bayside Utilities Geographic Area of Service.*

(1) Notwithstanding Section 23-60(c) of this Code, the rates, fees, and charges for sewer service within the Bayside Utilities, Inc., geographic area of service, shall be as follows:

GENERAL MONTHLY SEWER RATES (All Except Residential)	
Meter Size	Base Facility Charge
⅝" × ¾"	~~$24.60~~ **$25.58**
¾"	~~$24.60~~ **$25.58**
1"	~~$58.77~~ **$59.33**
1½"	~~$115.95~~ **$116.83**
2"	~~$184.03~~ **$185.12**
3"	~~$346.19~~ **$348.01**
4"	~~$538.35~~ **$540.97**
6"	~~$1076.73~~ **$1081.97**
Gallonage charge ~~$8.28~~* **$8.32**	

*Per 1,000 gallons or part thereof

RESIDENTIAL MONTHLY SEWER RATES	
Meter Size	Base Facility Charge
All	~~$24.59~~ **$25.57**
Plus, Gallonage Charge ~~$7.03~~* **$7.07**	

(Maximum Charge at 6,000 Gallons)

*Per 1,000 gallons or part thereof

(2) Reserved.

(3) Multiple Classifications. One service used for more than one of the classifications above shall pay and be charged for each of such usages.

(4) Incremental Usage. The monthly overage charge for sewers set forth in subsection (a) above shall be calculated upon each one thousand (1,000) gallons of water, or part thereof, consumed in excess of the gallonage per month included in the minimum water charge.

(d) (1) *Distribution of Operation and Maintenance Costs.* For the purpose of ensuring a proportional distribution of operation and maintenance cost to each user, commercial and Industrial Users and bulk customers shall be subject to a surcharge for discharging wastewater which is defined as having the following concentrations (milligrams per liter - mg/1):

(i) Biochemical Oxygen Demand at 5 days at 20 degrees C, abbreviated BOD5 - 250 mg/1

(ii) Total Suspended Solids, abbreviated TSS - 220 mg/1

(2) Each commercial and Industrial User and bulk customer that is determined to discharge wastewater having pollutants in excess of normal wastewater shall pay a charge dependent on water volume consumed or wastewater discharged and measured by a wastewater flow meter. These pollutant surcharges are as follows:

(i) BOD5 - $0.~~16~~**17** per pound/month

(ii) TSS - $0.~~43~~**45** per pound/month

(3) Pollutants in excess of normal wastewater shall be determined from periodic laboratory analysis of the user's wastewater. Laboratory analysis of the wastewater shall be conducted as outlined in the latest publication of the Standard Methods for the examination of Water and Wastewater, or American Society for Testing and Materials, Part 31, Water, or the U.S. Environmental Protection Agency Methods.

(4) In the event that a commercial or Industrial User or bulk customer discharges certain wastes containing inordinate oxygen demanding substances, the City reserves the right to substitute Chemical Oxygen Demand (COD) or Total Organic Carbon (TOC) test instead of BOD5. An evaluation of the user's discharge and the cost of treatment will be established for such substances. If an Industrial User chooses or elects COD, then the ratio of COD to BOD must be 2:1. In the event an Industrial User requests to use TOC, then his proposed methodology shall be submitted to the City for approval prior to it being used as a basis for charging for this particular pollutant. It shall be the responsibility of industrial and commercial users and bulk customers to notify the City of changes in the pollutant and contribution of their wastewater.

(5) For purposes of determining commercial and industrial sewer charges, each user's water consumption or wastewater discharged and measured by a wastewater flow meter shall be taken as that metered water volume consumed during the current month.

(6) If any user can prove to the satisfaction of the City that substantial amounts of metered water do not enter the wastewater collection system, the sewer bill will be reduced accordingly.

(7) Notwithstanding any other provision of this ordinance, if the City determines that wastewater services provided any commercial or Industrial User or bulk customer significantly differs from that upon which the rate structure set forth in subsection (A) of this article, the City may enter into a separate agreement with any such user to discharge sewer into the public sewer under such rates, terms, and conditions as may be reasonable under the circumstances.

(e) Each user that discharges any toxic pollutants which cause an increase in the cost of managing the effluent or the sludge treatment works shall pay for any such increased cost.

(f) Rates are to be adjusted annually, based on the adopted budget for the wastewater system. This annual review and adjustment shall be the result of studies that reflect any change in the proportionate contribution of wastewater flow or pollutant by any class of user. The adjusted rate or rates, whether by increase or decrease, shall be reflected in each subsequent billing period by the amount of such change. This annual review will ensure a proportional distribution of operation and maintenance, and renewal and replacement, and other costs to each user including major and minor industrial, commercial, and residential users.

(g) The City of Panama City Beach from time to time and as often as shall be necessary will revise rates, fees and charges of the wastewater collection, transmission, treatment, and disposal system in order to comply with revenue needs of operating, maintenance, capital costs, debt service, and reserve requirements and other costs associated with any properly issued and approved utility related debt then outstanding.

SECTION 2. From and after October 1, 2024, Section 23-80 of the City's Code of Ordinances shall be amended to provide for the following charges and fees to be imposed and collected for potable water service (old rates ~~stricken~~; new rates **bold and underlined**):

Sec. 23-80. Assessed.

Purpose: It is the purpose of this Article to provide for the recovery of costs from users of the City's potable water system for the implementation of the program established herein. These charges and fees relate solely to the matters covered by this Ordinance and are separate from all other fees chargeable by the City. After passage of this Ordinance, all charges and fees may be amended by resolution of the City Council.

(a) The minimum monthly charge for water service, including the first three thousand (3,000) gallons of water furnished to all customers of the system except motor courts, motels and hotels, apartments and condominiums, and campgrounds, shall be as follows:

Size of Connection	Inside City	Outside City
(1) ⅝" or ¾"	~~$17.61~~ **$17.79**	~~$22.01~~ **$22.24**
(2) 1"	~~$26.47~~ **$26.73**	~~$33.09~~ **$33.41**
(3) 1 ½"	~~$51.18~~ **$51.69**	~~$63.98~~ **$64.61**
(4) 2"	~~$97.00~~ **$97.97**	~~$121.25~~ **$122.46**
(5) 3"	~~$151.01~~ **$152.52**	~~$188.76~~ **$190.65**
(6) 4"	~~$197.17~~ **$199.14**	~~$246.46~~ **$248.93**
(7) 6"	~~$477.88~~ **$482.66**	~~$597.35~~ **$603.33**

(b) The minimum monthly charge for water service connections for motor courts, motels and hotels, apartments and condominiums and campgrounds shall be as follows:

Type of Connection	Gallons per Unit Included	Inside City	Outside City
(1) Motor court, motel and hotel	3,000 per month	~~$14.11~~ **$14.25**	~~$17.64~~ **$17.81**
(2) Apartments and condominiums	3,000 per month	~~$17.61~~ **$17.79**	~~$22.01~~ **$22.24**
(3) Campgrounds (each site)	1,000 per month	~~$4.61~~ **$4.66**	~~$5.76~~ **$5.83**

(c) The monthly charge for water furnished above the minimum shall be three dollars and thirty ~~six~~ **nine** cents ($3.3~~6~~ **9**) per one thousand (1,000) gallons inside the City and four dollars and twenty **four** cents ($4.2~~0~~**4**) per one thousand (1,000) gallons outside the City.

(d) Each occupied building or structure, or each apartment in the same building, shall pay the monthly minimum charge. Duplex dwellings, garage apartments, and other multiple family dwellings served by one (1) service connection and meter shall pay the minimum charge as those specified for condominiums and apartments. No service connection and meter may serve more than one (1) building lot.

(e) Fire hydrant meter rental shall be four dollars ($4.00) per calendar day, with a three-thousand-dollar ($3,000.00) security deposit and charges of fifty dollars ($50.00) for each setting, relocation or removal of the meter. The charge for water consumption shall be the per thousand-gallon charge specified in subsection (c) above.

(f) Reserved.

SECTION 3. From and after October 1, 2024, Section 23-81 of the City's Code of Ordinances shall be amended to provide for the following charges and fees to be imposed and collected for potable water service (old rates ~~stricken~~; new rates **bold and underlined**):

Sec. 23-81. Former Grand Lagoon Utilities Geographic Area of Service.

Purpose: It is the purpose of this Article to provide for the recovery of costs from users of the City's potable water system for the implementation of the program established herein. These charges and fees relate solely to the matters covered by this Ordinance and are separate from all other fees chargeable by the City. After passage of this Ordinance, all charges and fees may be amended by ordinance of the City Council.

(a) Notwithstanding Section 23-80 of this Code, the rates, fees, and charges for water service within the Grand Lagoon Utilities, Inc., geographic area of service as designated by the Florida Public Service Commission on August 1, 1989, shall be as follows:

ALL MONTHLY WATER RATES (General and Residential)	
Meter Size	Base Facility Charge
⅝" × ¾"	~~$6.16~~ **$6.22**
¾"	~~$9.60~~ **$9.70**
1"	~~$15.91~~ **$16.07**
1 ½"	~~$31.85~~ **$32.17**
2"	~~$50.98~~ **$51.49**
3"	~~$101.86~~ **$102.88**
4"	~~$125.33~~ **$126.58**
6"	~~$318.37~~ **$321.55**
Gallonage charge ~~$2.87~~* **$2.90**	

*Per 1,000 gallons or part thereof

(b) Each occupied building or structure, or each apartment in the same building, shall pay the monthly minimum charge. Duplex dwellings, garage apartments, and other multiple-family dwellings served by one (1) service connection and meter shall pay the minimum charge as those specified for condominiums and apartments. No service connection and meter may serve more than one (1) building lot.

(c) Fire hydrant meter rental shall be four dollars ($4.00) per calendar day, with a three-thousand-dollar ($3,000.00) security deposit and charges of fifty dollars ($50.00) for each setting, relocation, or removal of the meter. The charge for water consumption shall be the per thousand-gallon charge specified in subsection (a) above.

(d) Reserved

SECTION 4. From and after October 1, 2024, Section 23-82 of the City's Code of Ordinances shall be amended to provide for the following charges and fees to be imposed and collected for potable water service (old rates ~~stricken~~; new rates **bold and underlined**):

Sec. 23-82. Bayside Geographic Area of Service.

Purpose: It is the purpose of this Article to provide for the recovery of costs from users of the City's potable water system for the implementation of the program established herein. These charges and fees relate solely to the matters covered by this Ordinance and are separate from all other fees chargeable by the City. After passage of this Ordinance, all charges and fees may be amended by resolution of the City Council.

(a) Notwithstanding Section 23-80 of this Code, the rates, fees, and charges for water service within the Bayside Utilities, Inc. geographic area of service shall be as follows:

ALL MONTHLY WATER RATES (General and Residential)	
Meter Size	Base Facility Charge
⅝" × ¾"	~~$11.99~~ **$12.11**
¾"	~~$17.82~~ **$18.00**
1"	~~$29.67~~ **$29.97**
1½"	~~$59.34~~ **$59.93**
2"	~~$95.79~~ **$96.75**
3"	~~$187.86~~ **$189.74**
4"	~~$288.58~~ **$289.20**
6"	~~$591.52~~ **$597.44**
Gallonage charge ~~$4.72~~* **$4.73**	

*Per 1,000 gallons or part thereof

(b) Each occupied building or structure, or each apartment in the same building, shall pay the monthly minimum charge. Duplex dwellings, garage apartments, and other multiple-family dwellings served by one (1) service connection and meter shall pay the minimum charge as those specified for condominiums and apartments. No service connection and meter may serve more than one (1) building lot.

(c) Fire hydrant meter rental shall be four dollars ($4.00) per calendar day, with a three-thousand-dollar ($3,000.00) security deposit and charges of fifty dollars ($50.00) for each setting, relocation, or removal of the meter. The charge for water consumption shall be the per thousand-gallon charge specified in subsection (a) above.

(d) Reserved.

SECTION 5. From and after October 1, 2024, Section 23-146 of the City's Code of Ordinances shall be amended to provide for the following charges and fees to be imposed and

collected for reclaimed water service (**old rates ~~stricken~~; new rates** bold and underlined):

Sec. 23-146. Reclaimed Water Rates and Service Charges Assessed.

Purpose: It is the purpose of this Article to provide for the recovery of costs from users of the City's reclaimed water system for the implementation of the program established herein. These charges and fees relate solely to the matters covered by this Resolution and are separate from all other fees chargeable by the City.

(a) The minimum monthly charge for reclaimed water service, including the first three thousand (3,000) gallons of reclaimed water furnished to all customers of the system, except bulk customers requiring in excess of one hundred thousand (100,000) gallons per day on any day, shall be as follows:

Size of Connection	Inside City	Outside City
(1) ¾"	~~$10.18~~ **$10.59**	~~$12.73~~ **$13.24**
(2) 1"	~~$15.31~~ **$15.92**	~~$19.14~~ **$19.90**
(3) 1-½"	~~$29.05~~ **$30.21**	~~$36.31~~ **$37.76**
(4) 2"	~~$55.06~~ **$57.26**	~~$68.83~~ **$71.58**
(5) Above 2"	By contract but no less than cost of maintenance of meter	Same Plus 25%

(b) The monthly charge for water furnished above the minimum shall be eighty-~~six~~**nine** cents ($0.~~86~~**89**) per one thousand (1,000) gallons inside the City and one dollar and ~~eight~~**eleven** cents ($1.~~08~~**11**) per one thousand gallons outside the City.

(c) The monthly charge for bulk customers requiring in excess of one hundred thousand (100,000) gallons per day on any day shall be by contract.

(d) Each occupied building or structure, or each apartment in the same building, shall pay the monthly minimum charge. Duplex dwellings, garage apartments, and other multiple family dwellings served by one (1) service connection and meter shall pay the minimum charge as those specified for condominiums and apartments. No service connection and meter may serve more than one (1) building lot.

(e) Should the City desire that meter deposits be required of customers, the same shall be accomplished by the passing of a resolution by the City Council.

SECTION 6. CONFLICT WITH OTHER ORDINANCES OR CODES. All Ordinances or parts of Ordinances of the Code of Ordinances of Panama City Beach, Florida, in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 7. SEVERABILITY. If any provision of this Ordinance is held to be illegal, invalid, or unconstitutional by a court of competent jurisdiction, the other provisions of this ordinance shall remain in full force and effect.

SECTION 8. SCRIVENER'S ERRORS. It is the intention of the City, and it is hereby provided that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of Panama City Beach, Florida, and to that end, the sections of this ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section" or "article" or other appropriate designation. Additionally, corrections of typographical errors which do not affect the intent of this Ordinance may be authorized by the City Attorney without public hearing, by filing a corrected or recodified copy with the City Clerk.

SECTION 9. ORDINANCE TO BE LIBERALLY CONSTRUED. This ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed not to adversely affect public health, safety, or welfare.

SECTION 10. MODIFICATIONS. It is the intent of the City that the provisions of this ordinance may be modified as a result of considerations that may arise during a public hearing. Such modifications shall be incorporated into the final version of the ordinance adopted by the City.

SECTION 11. CODIFICATION. The appropriate officers and agents of the City are authorized and directed to codify, include and publish in electronic format the provisions of this Ordinance within the Panama City Beach Code of Ordinances, and unless a contrary ordinance is adopted within ninety (90) days following such publication, the codification of this Ordinance shall become the final and official record of the matters herein ordained. Section numbers may be assigned and changed whenever necessary or convenient.

SECTION 12. EFFECTIVE DATE. This Ordinance shall take effect October 1, 2024 .

PASSED, APPROVED, AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this _____day of September, 2024.

CITY OF PANAMA CITY BEACH

By: _____
Stuart Tettemer, Mayor

ATTEST:

_____
Lynne Fasone, City Clerk

EXAMINED AND APPROVED by me this _____ day of _____ 2024.

_____
Stuart Tettemer, Mayor

Posted on pcbfl.gov on the ____ day of ____ 2024.

Posted on publicnoticesbaycountyfl.gov on the __ day of ____ 2024.

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published. This Business Impact Estimate may be revised following its initial posting.

Proposed ordinance's title/reference:

ORDINANCE NO. 1653

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, ESTABLISHING THE WATER, SEWER, AND RECLAIMED WATER RATES FOR FISCAL YEAR 2024-25 AND THEREAFTER; INCREASING THE WATER RATES IN THE AMOUNT OF ONE PERCENT (1%) AND INCREASING SEWER AND RECLAIMED RATES IN THE AMOUNT OF FOUR PERCENT (4%), ALL AS MORE PARTICULARLY STATED IN THE BODY OF THIS ORDINANCE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; SCRIVENER'S ERRORS; LIBERAL INTERPRETATION; MODIFICATIONS; CODIFICATION; AND PROVIDING AN EFFECTIVE DATE OF OCTOBER 1, 2024.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance:

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;

[1] See Section 166.041(4)(c), Florida Statutes.

b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

If no exemption applies, in accordance with the provisions of controlling law, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

Ordinance 1653 is to amend the City's Code to update charges and fees to be imposed and collected for wastewater and potable water services provided to properties inside and outside of the city limits. The public purpose for updates to the charges and fees is to ensure the health and safety of the community by ensuring there are adequate funds to repair, maintain, and upgrade the water and wastewater infrastructure.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

The direct compliance costs and new charges are outlined within the body of the ordinance to show the increases that will be applied to businesses based on location, property type, and meter size.

The estimated regulatory costs, including estimated revenues from the new charges and fees to cover costs are unknown currently.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: All businesses within and outside the city limits that are provided water and wastewater services by the City will be impacted.

4. Additional information the governing body deems useful (if any): None.

Table 16
City of Panama City Beach, Florida
Water and Wastewater Rate Sufficiency Review

Comparison of Typical Monthly Residential Bills For Water Service [1]

Line No.	Description	Residential Service for a 5/8" or 3/4" Meter 0 Gallons	2,000 Gallons	4,000 Gallons	6,000 Gallons	8,000 Gallons	10,000 Gallons	15,000 Gallons	20,000 Gallons
	City of Panama City Beach:								
1	Existing Rates	$17.10	$17.10	$20.37	$26.91	$33.45	$39.99	$56.34	$72.69
2	Proposed Rates (Effective October 1, 2021)	17.27	17.27	20.57	27.17	33.77	40.37	56.87	73.37
3	Proposed Rates (Effective October 1, 2022)	17.44	17.44	20.77	27.43	34.09	40.75	57.40	74.05
4	Proposed Rates (Effective October 1, 2023)	17.61	17.61	20.97	27.69	34.41	41.13	57.93	74.73
5	Proposed Rates (Effective October 1, 2024)	17.79	17.79	21.18	27.96	34.74	41.52	58.47	75.42
	Neighboring Utilities (Bay County):								
7	Bay County	$20.08	$24.82	$29.82	$35.08	$41.66	$48.88	$68.53	$88.18
8	City of Callaway	11.37	21.11	30.85	40.59	50.33	60.07	84.42	108.77
9	City of Lynn Haven	9.85	17.03	24.21	31.39	38.57	45.75	63.70	81.65
10	City of Mexico Beach	38.07	38.07	38.07	44.81	51.55	58.29	75.14	91.99
11	City of Panama City	7.82	14.62	21.42	28.22	35.02	41.82	58.82	75.82
12	City of Parker	10.18	20.38	30.58	40.78	50.98	61.18	86.68	112.18
13	City of Springfield	8.69	16.91	25.13	33.35	41.57	49.79	70.34	90.89
	Other Florida Utilities:								
14	City of Apopka	$8.28	$11.34	$14.40	$17.46	$21.20	$24.94	$34.29	$48.29
15	City of Boca Raton	14.69	16.41	18.13	19.85	21.57	23.29	30.61	40.96
16	City of Orlando	9.31	10.67	12.51	14.82	17.76	21.32	30.23	41.02
17	City of Clermont	5.71	8.01	10.31	12.61	14.91	17.21	24.66	32.11
18	City of Cocoa	16.44	23.28	30.12	36.96	50.06	63.16	101.88	144.58
19	City of Cocoa Beach	18.08	25.60	33.12	40.64	55.06	69.48	112.07	159.02
20	City of Coconut Creek	17.33	25.91	36.05	47.75	59.45	74.75	128.66	193.01
21	City of Dania Beach	14.55	22.73	30.91	41.54	54.62	67.70	102.03	142.88
22	City of Daytona Beach	17.98	23.89	35.71	47.53	59.35	71.17	100.72	130.27
23	City of Deerfield Beach	15.00	20.30	25.60	30.90	38.24	45.58	65.01	85.16
24	City of Edgewater	14.76	19.72	36.22	54.79	75.43	96.07	160.52	224.97
25	City of Eustis	11.47	16.27	21.07	25.87	30.67	36.65	51.60	66.55
26	City of Fort Lauderdale	7.01	12.09	20.23	31.43	42.63	56.65	99.05	146.35
27	City of Fort Walton Beach	11.49	11.49	18.33	26.71	35.09	47.65	79.05	110.45
28	City of Kissimmee (Toho Water Authority)	7.05	8.17	12.05	17.48	24.46	31.44	59.29	87.14
29	City of Lake Mary	7.93	7.93	9.34	12.16	14.98	17.80	27.35	36.90
30	City of Lake Wales	7.90	14.14	20.38	27.72	36.16	44.60	77.35	110.10
31	City of Lakeland	10.40	14.98	19.56	24.14	29.23	34.83	50.93	69.48
32	City of Leesburg	9.39	11.47	13.55	16.03	18.65	21.80	30.91	42.83
33	City of Margate	12.58	20.10	27.62	35.14	44.54	53.94	77.44	105.69
34	City of Melbourne	8.00	17.14	26.28	35.42	44.56	53.70	76.55	99.40
35	FKAA - Conch Key Wastewater Service District	16.21	29.83	43.45	57.07	76.97	96.87	150.25	206.05
36	City of Mount Dora	10.69	14.41	18.12	21.84	25.56	31.19	49.84	72.29
37	City of Ocoee	12.78	15.54	18.30	21.06	24.54	28.02	38.04	55.54
38	City of Palm Beach Gardens	22.08	24.32	26.56	28.80	37.62	46.44	68.49	90.54
39	City of Plantation	14.24	18.28	22.32	26.36	34.46	42.56	68.87	99.22
40	City of St. Cloud	13.79	15.83	18.88	22.94	28.02	33.10	48.11	67.40
41	City of Sunrise	20.87	29.05	37.23	45.41	53.59	61.77	82.22	102.67
42	City of Tavares	17.39	20.07	23.36	27.26	32.35	38.63	55.42	76.57
43	City of Winter Garden	6.18	8.25	10.31	12.38	14.44	16.51	22.88	30.54
44	City of Winter Haven	9.16	13.36	17.56	23.19	30.25	37.31	56.86	79.11
45	New Smyrna Beach Utilities Commission	11.65	13.51	15.68	18.16	22.08	26.00	35.80	47.45
46	Regional Utilities - Walton County	23.02	23.02	23.02	23.02	26.34	29.66	51.41	78.41
47	Neighboring Utilities' Average	$15.15	$21.85	$28.58	$36.32	$44.24	$52.25	$72.52	$92.78
48	Neighboring and Other Florida Utilities' Average	13.24	18.00	23.66	29.97	37.61	45.69	68.90	94.31

Footnote:

[1] Unless otherwise noted, amounts shown reflect residential rates in effect January 2021 and are exclusive of taxes or franchise fees, if any, and reflect rates charged for inside the city service. All rates are as reported by the respective utility. This comparison is intended to show comparable charges for similar service for comparison purposes only and is not intended to be a complete listing of all rates and charges offered by each listed utility. Residential service comparison illustrated since these customers represent majority of accounts served by the City.

Table 17
City of Panama City Beach, Florida
Water and Wastewater Rate Sufficiency Review

Comparison of Typical Monthly Residential Bills For Wastewater Service [1]

Line No.	Description	Residential Service for a 5/8" or 3/4" Meter 0 Gallons	2,000 Gallons	4,000 Gallons	6,000 Gallons	8,000 Gallons	10,000 Gallons	15,000 Gallons	20,000 Gallons
	City of Panama City Beach:								
1	Existing Rates	$19.92	$19.92	$22.88	$28.80	$34.72	$40.64	$55.44	$70.24
2	Proposed Rates (Effective October 1, 2021)	20.72	20.72	23.80	29.96	36.12	42.28	57.68	73.08
3	Proposed Rates (Effective October 1, 2022)	21.55	21.55	24.75	31.15	37.55	43.95	59.95	75.95
4	Proposed Rates (Effective October 1, 2023)	22.41	22.41	25.74	32.40	39.06	45.72	62.37	79.02
5	Proposed Rates (Effective October 1, 2024)	23.31	23.31	26.77	33.69	40.61	47.53	64.83	82.13
	Neighboring Utilities (Bay County):								
7	Bay County	$35.24	$54.96	$74.68	$94.40	$114.12	$133.84	$133.84	$133.84
8	City of Callaway	30.69	40.63	50.57	60.51	70.45	80.39	105.24	130.09
9	City of Lynn Haven	9.52	21.32	33.12	44.92	56.72	68.52	80.32	80.32
10	City of Mexico Beach	47.45	47.45	47.45	55.79	64.13	72.47	93.32	114.17
11	City of Panama City	17.91	31.11	44.31	57.51	70.71	83.91	97.11	97.11
12	City of Parker	27.07	44.21	61.35	78.49	95.63	112.77	155.62	198.47
13	City of Springfield	29.54	50.50	71.46	92.42	113.38	134.34	186.74	239.14
	Other Florida Utilities:								
14	City of Apopka	$15.68	$20.90	$26.12	$31.34	$36.56	$41.78	$47.00	$47.00
15	City of Boca Raton	18.58	18.58	18.58	18.58	18.58	18.58	18.58	18.58
16	City of Orlando	21.06	31.24	41.42	51.60	61.78	71.96	92.32	92.32
17	City of Clermont	16.41	20.73	25.05	29.37	33.69	38.01	48.81	50.97
18	City of Cocoa	15.89	30.95	46.01	61.07	76.13	91.19	106.25	106.25
19	City of Cocoa Beach	25.82	25.82	33.04	48.76	65.76	82.76	125.26	167.76
20	City of Coconut Creek	12.99	19.57	27.55	36.93	46.31	55.69	55.69	55.69
21	City of Dania Beach	21.52	36.44	51.36	66.28	81.20	96.12	133.42	170.72
22	City of Daytona Beach	14.91	25.09	45.45	65.81	86.17	106.53	157.43	208.33
23	City of Deerfield Beach	10.98	16.40	21.82	27.24	32.66	38.08	43.50	43.50
24	City of Edgewater	21.41	38.27	55.13	71.99	88.85	105.71	147.86	190.01
25	City of Eustis	26.99	33.75	40.51	47.27	54.03	60.79	60.79	60.79
26	City of Fort Lauderdale	12.12	21.02	35.30	54.96	74.62	94.28	143.43	192.58
27	City of Fort Walton Beach	25.18	25.18	41.00	56.82	72.64	88.46	128.01	135.92
28	City of Kissimmee (Toho Water Authority)	15.03	18.81	31.83	44.85	57.87	70.89	103.44	135.99
29	City of Lake Mary	6.50	15.94	25.38	34.82	44.26	53.70	53.70	53.70
30	City of Lake Wales	28.04	35.40	42.76	52.89	65.79	78.69	110.94	143.19
31	City of Lakeland	19.51	28.25	36.99	45.73	54.47	63.21	71.95	71.95
32	City of Leesburg	25.11	28.59	32.07	35.55	39.03	42.50	51.20	52.43
33	City of Margate	31.94	31.94	31.94	31.94	31.94	31.94	31.94	31.94
34	City of Melbourne	11.83	25.53	39.23	52.93	66.63	80.33	114.58	148.83
35	FKAA - Conch Key Wastewater Service District	26.19	46.01	65.83	85.65	105.47	125.29	125.29	125.29
36	City of Mount Dora	28.91	40.73	52.55	64.36	76.18	81.95	81.95	81.95
37	City of Ocoee	23.03	29.61	36.19	42.77	49.35	55.93	62.51	62.51
38	City of Palm Beach Gardens	32.25	33.73	35.21	36.69	38.17	39.65	39.65	39.65
39	City of Plantation	18.65	29.07	39.49	49.91	60.33	70.75	96.80	122.85
40	City of St. Cloud	17.13	25.75	34.37	42.99	51.61	60.23	81.78	103.33
41	City of Sunrise	29.68	38.00	46.32	54.64	62.96	71.28	92.08	96.24
42	City of Tavares	23.92	32.10	40.28	48.46	56.64	64.82	81.18	81.18
43	City of Winter Garden	8.84	15.77	22.70	29.63	36.55	43.48	43.48	43.48
44	City of Winter Haven	8.91	18.77	28.63	38.49	48.35	58.21	82.86	107.51
45	New Smyrna Beach Utilities Commission	18.61	26.75	34.89	43.03	51.17	59.31	79.66	100.01
46	Regional Utilities - Walton County	40.20	40.20	40.20	40.20	40.20	40.20	63.55	86.90
47	Neighboring Utilities' Average	$28.20	$41.45	$54.71	$69.15	$83.59	$98.03	$121.74	$141.88
48	Neighboring and Other Florida Utilities' Average	21.78	30.38	40.20	50.69	61.28	71.71	90.73	105.56

Footnote:

[1] Unless otherwise noted, amounts shown reflect residential rates in effect January 2021 and are exclusive of taxes or franchise fees, if any, and franchise fees, if any and reflect rates charged for inside the city service. All rates are as reported by the respective utility. This comparison is intended to show comparable charges for similar service for comparison purposes only and is not intended to be a complete listing of all rates and charges offered by each listed utility. Residential service comparison illustrated since these customers reflect majority of accounts served.

Table 18
City of Panama City Beach, Florida
Water and Wastewater Rate Sufficiency Review

Comparison of Typical Monthly Residential Bills For Water and Wastewater Service [1]

Line No.	Description	Residential Service for a 5/8" or 3/4" Meter 0 Gallons	2,000 Gallons	4,000 Gallons	6,000 Gallons	8,000 Gallons	10,000 Gallons	15,000 Gallons	20,000 Gallons
	City of Panama City Beach:								
1	Existing Rates	$37.02	$37.02	$43.25	$55.71	$68.17	$80.63	$111.78	$142.93
2	Proposed Rates (Effective October 1, 2021)	37.99	37.99	44.37	$57.13	69.89	82.65	114.55	146.45
3	Proposed Rates (Effective October 1, 2022)	38.99	38.99	45.52	$58.58	71.64	84.70	117.35	150.00
4	Proposed Rates (Effective October 1, 2023)	40.02	40.02	46.71	$60.09	73.47	86.85	120.30	153.75
5	Proposed Rates (Effective October 1, 2024)	41.10	41.10	47.95	$61.65	75.35	89.05	123.30	157.55
	Neighboring Utilities (Bay County):								
7	Bay County	$55.32	$79.78	$104.50	$129.48	$155.78	$182.72	$202.37	$222.02
8	City of Callaway	42.06	61.74	81.42	101.10	120.78	140.46	189.66	238.86
9	City of Lynn Haven	19.37	38.35	57.33	76.31	95.29	114.27	144.02	161.97
10	City of Mexico Beach	85.52	85.52	85.52	100.60	115.68	130.76	168.46	206.16
11	City of Panama City	25.73	45.73	65.73	85.73	105.73	125.73	155.93	172.93
12	City of Parker	37.25	64.59	91.93	119.27	146.61	173.95	242.30	310.65
13	City of Springfield	38.23	67.41	96.59	125.77	154.95	184.13	257.08	330.03
	Other Florida Utilities:								
14	City of Apopka	23.96	32.24	40.52	48.80	57.76	66.72	81.29	95.29
15	City of Boca Raton	33.27	34.99	36.71	38.43	40.15	41.87	49.19	59.54
16	City of Orlando	30.37	41.91	53.93	66.42	79.54	93.28	122.55	133.34
17	City of Clermont	22.12	28.74	35.36	41.98	48.60	55.22	73.47	83.08
18	City of Cocoa	32.33	54.23	76.13	98.03	126.19	154.35	208.13	250.83
19	City of Cocoa Beach	43.90	51.42	66.16	89.40	120.82	152.24	237.33	326.78
20	City of Coconut Creek	30.32	45.48	63.60	84.68	105.76	130.44	184.35	248.70
21	City of Dania Beach	36.07	59.17	82.27	107.82	135.82	163.82	235.45	313.60
22	City of Daytona Beach	32.89	48.98	81.16	113.34	145.52	177.70	258.15	338.60
23	City of Deerfield Beach	25.98	36.70	47.42	58.14	70.90	83.66	108.51	128.66
24	City of Edgewater	36.17	57.99	91.35	126.78	164.28	201.78	308.38	414.98
25	City of Eustis	38.46	50.02	61.58	73.14	84.70	97.44	112.39	127.34
26	City of Fort Lauderdale	19.13	33.11	55.53	86.39	117.25	150.93	242.48	338.93
27	City of Fort Walton Beach	36.67	36.67	59.33	83.53	107.73	136.11	207.06	246.37
28	City of Kissimmee (Toho Water Authority)	22.08	26.98	43.88	62.33	82.33	102.33	162.73	223.13
29	City of Lake Mary	14.43	23.87	34.72	46.98	59.24	71.50	81.05	90.60
30	City of Lake Wales	35.94	49.54	63.14	80.61	101.95	123.29	188.29	253.29
31	City of Lakeland	29.91	43.23	56.55	69.87	83.70	98.04	122.88	141.43
32	City of Leesburg	34.50	40.06	45.61	51.58	57.68	64.30	82.11	95.26
33	City of Margate	44.52	52.04	59.56	67.08	76.48	85.88	109.38	137.63
34	City of Melbourne	19.83	42.67	65.51	88.35	111.19	134.03	191.13	248.23
35	FKAA - Conch Key Wastewater Service District	42.40	75.84	109.28	142.72	182.44	222.16	275.54	331.34
36	City of Mount Dora	39.60	55.13	70.67	86.20	101.74	113.14	131.79	154.24
37	City of Ocoee	35.81	45.15	54.49	63.83	73.89	83.95	100.55	118.05
38	City of Palm Beach Gardens	54.33	58.05	61.77	65.49	75.79	86.09	108.14	130.19
39	City of Plantation	32.89	47.35	61.81	76.27	94.79	113.31	165.67	222.07
40	City of St. Cloud	30.92	41.58	53.25	65.93	79.63	93.33	129.89	170.73
41	City of Sunrise	50.55	67.05	83.55	100.05	116.55	133.05	174.30	198.91
42	City of Tavares	41.31	52.17	63.64	75.72	88.99	103.45	136.60	157.75
43	City of Winter Garden	15.02	24.01	33.01	42.00	51.00	59.99	66.36	74.03
44	City of Winter Haven	18.07	32.13	46.19	61.68	78.60	95.52	139.72	186.62
45	New Smyrna Beach Utilities Commission	30.26	40.26	50.57	61.19	73.25	85.31	115.46	147.46
46	Regional Utilities - Walton County	63.22	63.22	63.22	63.22	66.54	69.86	114.96	165.31
47	Neighboring Utilities' Average	$43.35	$63.30	$83.29	$105.47	$127.83	$150.29	$194.26	$234.66
48	Neighboring and Other Florida Utilities' Average	35.02	48.38	63.86	80.66	98.89	117.40	159.63	199.87

Footnote:
[1] Unless otherwise noted, amounts shown reflect residential rates in effect January 2021 and are exclusive of taxes or franchise fees, if any, and intended to show comparable charges for similar service for comparison purposes only and is not intended to be a complete listing of all rates and charges offered by each listed utility. Residential service comparison illustrated since these customers reflect majority of accounts served.

CITY OF
PANAMA CITY BEACH

Water and Wastewater Rate Sufficiency Review

Final Report / April 5, 2021

RAFTELIS

RAFTELIS

April 5, 2021

Mr. Mark Shaeffer, P.E.
Utilities Director
City of Panama City Beach
110 S. Arnold Road
Panama City Beach, FL 32413

Subject: **Water and Wastewater Rate Sufficiency Review**

Dear Mr. Shaeffer:

We have completed our review of water and wastewater rates for the City of Panama City Beach (the "City") and have summarized the results of our analysis, assumptions, and conclusions in this report that is submitted for your consideration. This report summarizes our analysis of the expenditure requirements for the water and wastewater systems (the "System") and the sufficiency of the monthly user rates necessary to meet such expenditure requirements for Fiscal Years 2021 through 2025 (the "Forecast Period").

The City's water and wastewater rates should meet a number of goals and objectives. The single most important objective of our analysis was to identify the level of rates that satisfy the expenditure requirements of the utility system in order to fund the operational and capital needs of the system. Other objectives considered in the study included:

- Maintenance of sufficient reserves for operating needs.
- Recognition of the funding of the City's program for renewal, replacement, and betterment of utility assets.
- Compliance with the financial requirements and covenants associated with outstanding debt.

Based on our analyses and assumptions as discussed in this report, our recommendations and conclusions are as follows:

1. The City's existing water and wastewater rates are not anticipated to be sufficient for the Forecast Period. The primary reasons for the need to increase rates are:
    a. A projected decline in the net revenues of the system due to the effect of inflation on the cost of operations.
    b. The need to continue to fund System infrastructure investments, including renewals, replacements, and capacity expansions, in order to maintain the quality and reliability of service provided to water and wastewater customers.
2. The proposed rates for water and wastewater service should be monitored during the course of the Forecast Period entailed in this report to ensure adequate revenue recovery.

3. To the extent new regulatory requirements impose additional capital and operating requirements on the System or economic conditions result in lower growth in customers and sales than projected herein rates for water and wastewater service may need to be adjusted further to ensure that rates are adequate to properly recover such additional costs.

We appreciate the cooperation and valuable assistance given to us by the City and its staff in the completion of this study.

Very truly yours,

RAFTELIS FINANCIAL CONSULTANTS, INC.

Henry L. Thomas
Vice President

Shawn A. Ocasio
Manager

HLT/dlc
Attachments

CITY OF PANAMA CITY BEACH, FLORIDA

WATER AND WASTEWATER RATE SUFFICIENCY REVIEW

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CITY OF PANAMA CITY BEACH, FLORIDA

WATER AND WASTEWATER RATE SUFFICIENCY REVIEW

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General

We have completed our review of the rates for water and wastewater service for the City and have summarized the results of our analysis, assumptions, and conclusions in this report, which is submitted for the City's consideration.

Currently, the City is in the process of designing, constructing, and implementing significant improvements and expansions to the water and wastewater system to enhance the reliability and efficiency of utility service and serve future growth. Due to these planned capital projects coupled with increasing costs associated with operating the water and wastewater systems, the City authorized Raftelis Financial Consultants, Inc. ("Raftelis") to review the rate sufficiency of the water and wastewater systems (the "System").

In preparing this revenue sufficiency report for the City, we have relied upon, among other things, the annual budget for the water and wastewater systems for Fiscal Year 2021, the capital improvement program ("CIP") through Fiscal Year 2025, customer statistical data compiled by the City, and other historical and projected data made available by the City. The forecast of financial operations for Fiscal Years 2021 through 2025 (the "Forecast Period") were based on recent trends regarding system revenue and expenses, including projections of operating and capital costs based on information provided by the City and recent or anticipated changes in operations.

WATER AND WASTEWATER RATES

The City provides water and wastewater service within three distinct service areas: 1) the City Service Area (both inside and outside the City limits); 2) the Former Grand Lagoon Utilities Service Area; and 3) the Former Bayside Utilities Service Area. The current monthly rates became effective October 1, 2020 based on the recommended results of the previous rate study. The current rates include: i) a flat monthly service charge (readiness-to-serve charge), which varies by meter size for the water and wastewater system, and for customers within the City Service Area the service charge includes 3,000 gallons of water use; ii) for the wastewater customers of the City only, a uniform monthly service fee charged on the basis of the number of units for motels, condominium, and other related customers; iii) a volumetric usage charge based on metered water consumption for both the water and wastewater system above the minimum usage reflected in the monthly service charge (where applicable); and iv) for customers located outside the corporate City limits (applicable only in the City Area), an outside City surcharge equal to 25% of the inside the City rates, which is allowed pursuant to Florida Statutes § 180.191. The City's existing rates are shown in detail in Tables 13 and 14 at the end of this report.

In addition to the monthly rates for water and wastewater service, the City also has adopted other fees for miscellaneous services performed by the utility (e.g., meter installation charges, service turn-on / turn-off charges, returned check charges, etc.) and impact fees. Such fees and charges also contribute to meeting utility system revenue requirements.

Customer and Sales Forecast

The development of a forecast of future sales or usage and customers is necessary in the evaluation of the adequacy of water and wastewater rate levels. The customer and sales forecast is used to estimate future revenues from rates,

for the projection of certain water purchases and wastewater treatment-related expenses, and for the design of rates. The forecast was based on the information provided by the City related to growth trends, usage relationships, and other factors. Based on recent, actual customer growth from Fiscal Years 2017 through 2020, the projections include an average of 600 new customer connections for water and wastewater service per year, or an average annual growth rate of approximately 2.2% per year.

Revenue Requirements

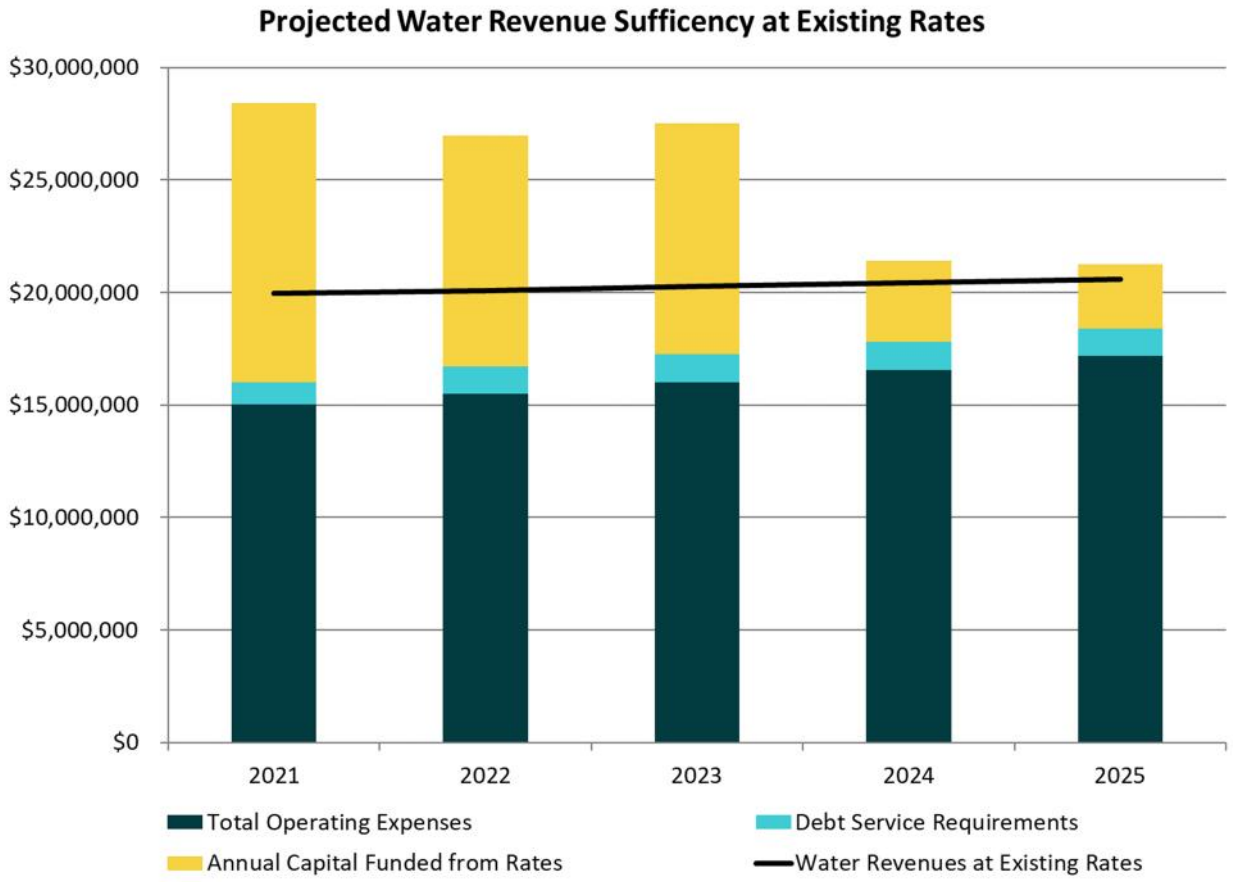
The various components of the costs associated with the operation, maintenance, financing of major capital improvements, renewal and replacement of facilities, and assurance of the adequacy and continuity of reliable service to customers are generally referred to as the revenue requirements of a municipally owned and operated utility. The determination of the annual revenue requirements related to the water and wastewater systems includes operation and maintenance expenses, utility indebtedness, capital-related renewals and replacements, and other costs paid from utility revenues. The totaling of the cost components set forth above, after adjusting for other income and other operating revenues, results in the annual net revenue requirements and represents the amount of rate revenue required to be collected through user fees or rates. The revenue requirements for a municipal utility are generally defined on a cash flow basis and, therefore, do not include non-cash expenses such as depreciation expense.

Tables 1 and 2 at the end of this report summarize the estimated revenue requirements for Fiscal Years 2021 through 2025 for the water and wastewater systems, respectively. Table 3 at the end of this report includes the combined results for both systems, including: 1) a summary of proposed rate adjustments; 2) net annual cash flow from the proposed rates; 3) a summary of projected year-ending cash reserve balances; and 4) projected debt service coverage results.

The revenue requirements analysis shown in Tables 1 through 3 was developed utilizing the Fiscal Year 2021 amended budget as a baseline for projecting future costs. For the purpose of this water and wastewater rate sufficiency analysis, a forward-looking study period was utilized for the determination of the water and wastewater systems projected revenue requirements in the near future. It was determined that the revenue requirements for this rate study would be predicated on the projected utility costs for the five-fiscal year period ending September 30, 2021 through 2025. A forecast of utility operations was prepared to match the capital planning needs of the City. This approach to planning future rates provides the City with the ability to gradually phase-in rate increases which are projected to fund the projected revenue requirements and capital expenditure needs over the Forecast Period.

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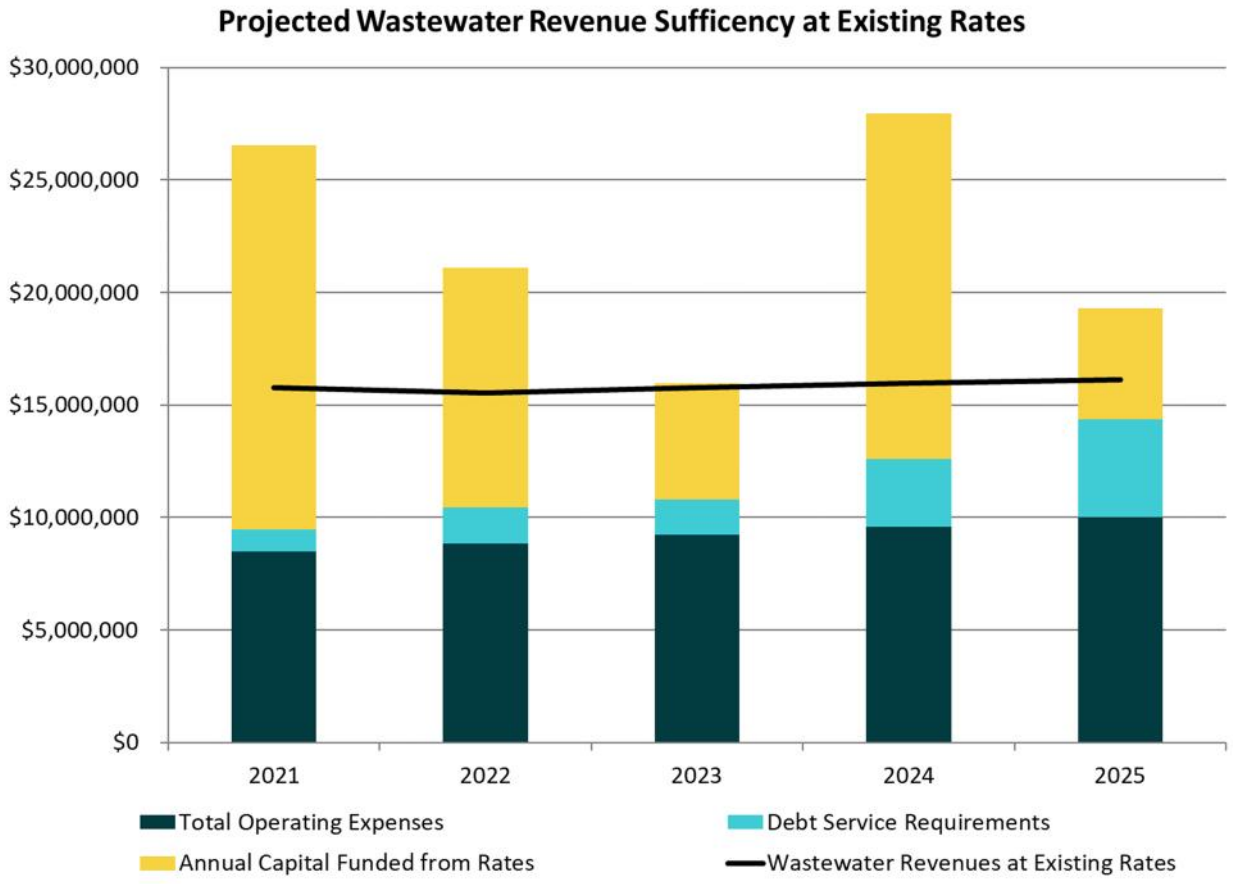
As derived from Table 1 at the end of this report, the following chart summarizes the projected revenue sufficiency of the existing water rates beginning Fiscal Year 2022 through Fiscal Year 2025:



As can be seen above, the existing water rates are projected to be insufficient throughout the Forecast period. The primary reasons for this projected deficiency include continued inflationary pressure on operating expenses and capital spending requirements identified by the City for the Forecast Period.

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As derived from Table 2 at the end of this report, the following chart summarizes the projected revenue sufficiency of the existing wastewater rates beginning Fiscal Year 2022 through Fiscal Year 2025:



As can be seen above, the existing wastewater rates are projected to be insufficient throughout the Forecast Period. The primary reasons for this projected deficiency include continued inflationary pressure on operating expenses and significant expansion related capital spending requirements over the Forecast Period.

The development of the projected revenue requirements as shown in Tables 1 through 3 for the water and wastewater systems required certain assumptions and analyses. The major assumptions and analyses included in the development of the projected revenue requirements for the Forecast Period include the following:

1. The amended budget for Fiscal Year 2021 as shown in Table 4 served as the basis for the expenditure projections (as shown in Tables 5 and 6 for each utility system). The amounts were provided and adjusted based on assumptions developed in conjunction with City staff. The underlying assumptions and projections are assumed to be reasonable and reflect anticipated operations over the Forecast Period. Such amounts were incorporated into the projected revenue requirement component of the study, except for adjustments and assumptions as noted hereunder.

2. Projected operation and maintenance expenses associated for the water and wastewater systems are shown in Tables 5 and 6, respectively. The amounts for the Fiscal Year 2021 were subsequently increased over the

remaining four years of the Forecast Period based on certain inflation factors identified in Table 7. The projected expenses were escalated for the Forecast Period as follows:

a. Based on discussions with the City, the escalation of wages and salaries was assumed to be 4.5% annually for the Forecast Period to reflect increases due to inflation and allowances for salary adjustments such as merit increases and cost of living adjustments. Personnel benefits (i.e., contributions toward retirement, FICA, etc.) were projected to remain at the same percentage relationship to total salaries as was reflected in the Fiscal Year 2021 budget. The escalation of wages and salaries for the Forecast Period are in addition to adjustments included in the 2021 budget based on a recently completed wage study for the City.

b. The remaining operation and maintenance expenses were projected based on the following cost inflation factors derived from Table 7 at the end of this report:

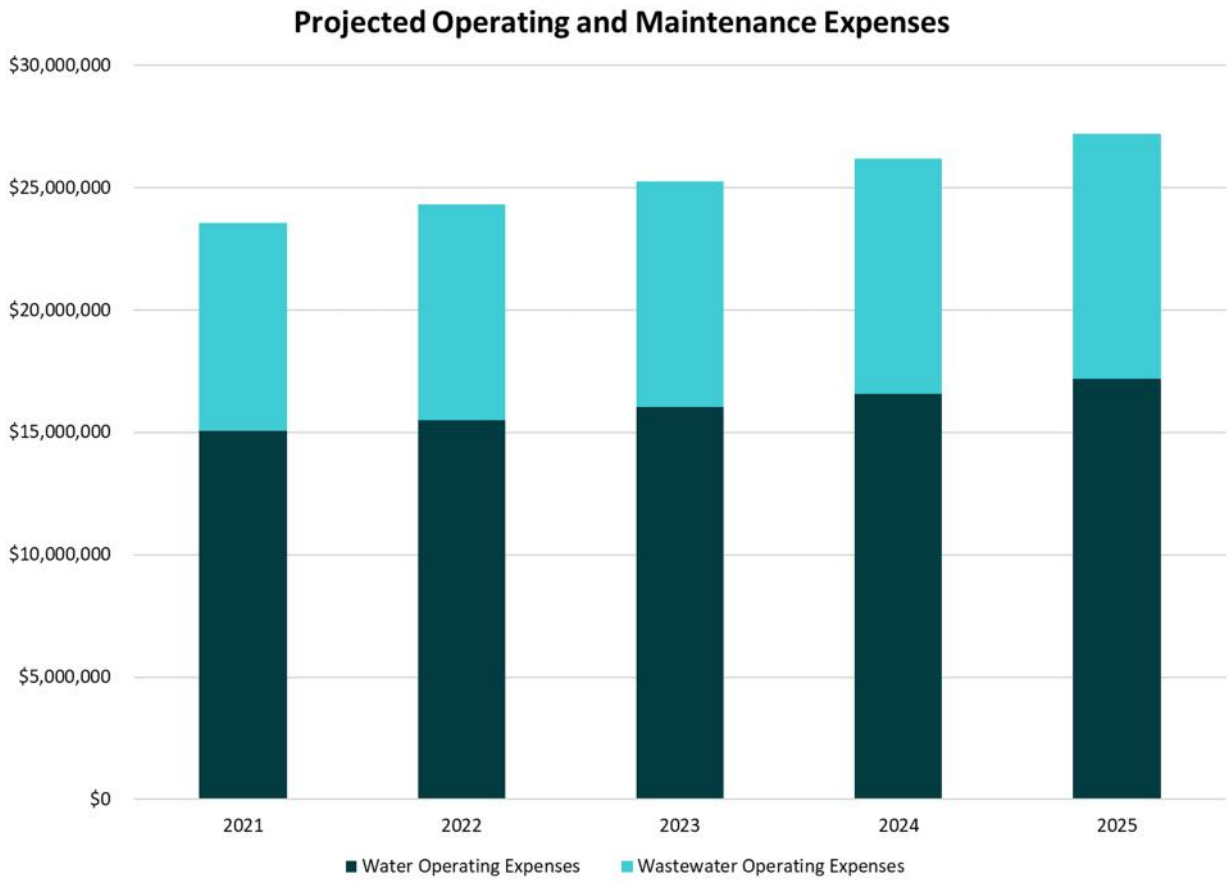
- Utility Power Costs – 3.5% annually
- Employee Insurance – 6.0% annually
- Chemicals – 5.0% annually
- Property/Liability Insurance – 5.0% annually
- Repairs and Maintenance – 3.0% annually
- General Inflation – 2.1% annually [*]

[*] Annual average based on projections by the Congressional Budget Office, July 2020.

c. An allowance for bad debt expenses has been made to recognize that certain amount of revenues will be considered as uncollectible and written off throughout the year. This expenditure item reflects an adjustment to the Fiscal Year 2021 budget and was projected based on trends incurred by utilities statewide, and discussions with City personnel. A bad debt ratio estimated at 0.25% of sales revenues was subsequently applied to the level of sales revenues projected for the forecast period to estimate the amount of expense to recognize. The allowance increases the revenue requirements of the System by approximately $93,000 annually and is included as an operating expense for each specific utility over the Forecast Period.

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d. Based on the foregoing assumptions, the average increase in total operating expenses from Fiscal Years 2021 through 2025 is projected to be approximately 3.6% per year and are shown below.



3. On January 19, 1988, the City entered into a contract with Bay County (the "County") in order to purchase a minimum 1.50 billion gallons of potable water annually on a wholesale basis to supply the City's customer base (the "Water Service Contract"). Subsequent to this agreement, the City had entered the 1999 Amended and Restated Water Service Contract with its subsequent amendments (collectively, the "Restated Water Service Contract"). The Restated Water Service Contract increased the City's minimum purchase allotment requirement to approximately 5.0821 billion gallons annually of potable water.

   As shown in Table 7, the current rate for wholesale water service charged by the County is $1.89 per one thousand gallons of potable water purchased. The County may increase the wholesale rate based on the lessor of 3.0% or the Consumer Price Index ("CPI"). For Fiscal Years 2022 through 2025, CPI is projected to be 2.1% per year. In addition to this usage charge, the City pays the County an excess capacity charge (take-or-pay adjustment) for the unutilized portion of the minimum 5.0821-billion-gallon annual purchase requirement based on i) a rate of $0.335 per one thousand gallons of service; and ii) the differential between the minimum purchase requirement of 5.0821 billion gallons and the actual purchases made by the City during the course of each fiscal year. The excess capacity charge incurred by the City based on the terms of the agreement is then remitted to the County in 12 monthly installments during the course of the subsequent fiscal year. Based on these assumptions and the forecast of future water needs from Bay County as shown in Table 7, the estimated cost of wholesale water service beginning Fiscal Year 2021 through Fiscal Year 2025 is estimated as follows:

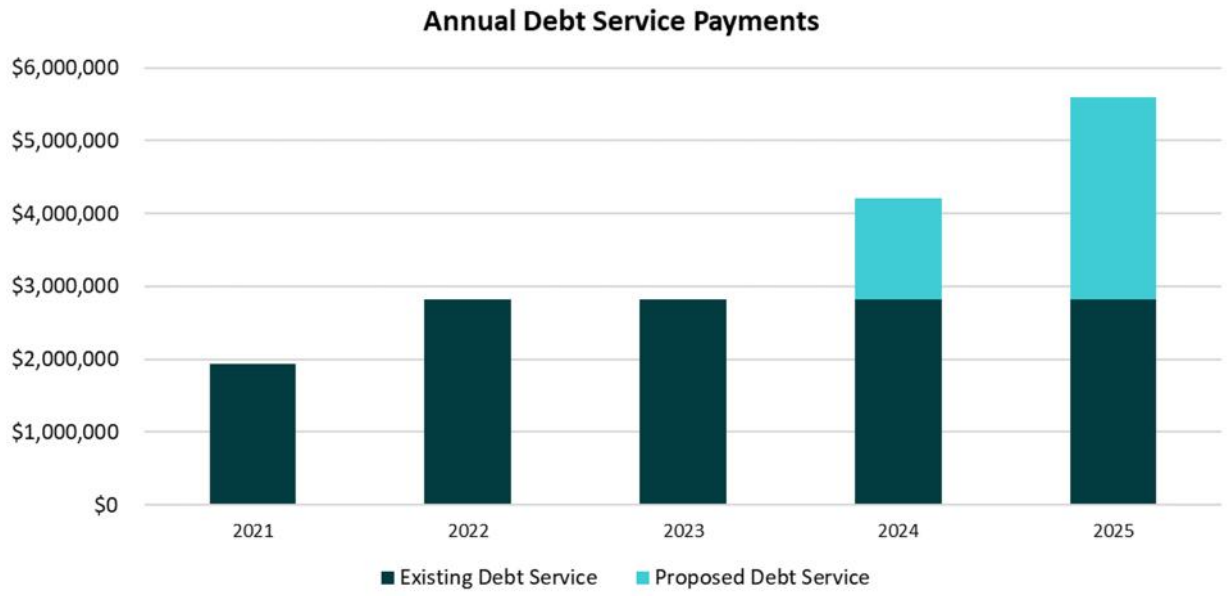
Projected Bay County Purchased Water Expense		
Fiscal Year	Projected Flows (000s of Gallons)	Total Annual Cost
2021	5,120,357	$9,677,000
2022	5,178,014	9,942,000
2023	5,231,236	10,253,000
2024	5,280,023	10,560,000
2025	5,324,375	10,915,000

4. The City recently refunded a portion of the Utility Revenue Bonds, Series 2012 and Utility Revenue Bonds, Series 2016 with the Utility Revenue Refunding Bonds, Series 2020A and Utility Revenue Refunding Bonds, Series 2020B to provide interest savings. As shown in Table 8, the existing annual debt service payments for the System average approximately $2.8 million in principal and interest payments per year. Based on the capital funding analysis conducted as part of this study, the City plans to issue additional debt during the Forecast Period. Below is a summary of the assumptions for the additional debt issuance.

Proposed Debt Assumptions	
Amount Funded [*]	$46,500,000
Fiscal Year	2024
Interest Rate	4.25%
Term	30 Years
Estimated Annual Payment	$2,771,318

[*] Amounts shown include issuance costs.

Below is a summary of the total projected annual debt service payments for the Forecast Period.



5. Investment income is derived from Table 9 based on the funds in accounts created by the Bond Resolution. Investment income was estimated utilizing an average annual interest rate of 0.5%. It is assumed that any interest earnings in the impact fee funds and the construction funds, if any, will be deposited in the respective funds and not be available for operating expenses consistent with the provisions of the Bond Resolution.

6. The CIP totals approximately $184.9 million for Fiscal Years 2021 through 2025. Major projects include the following:

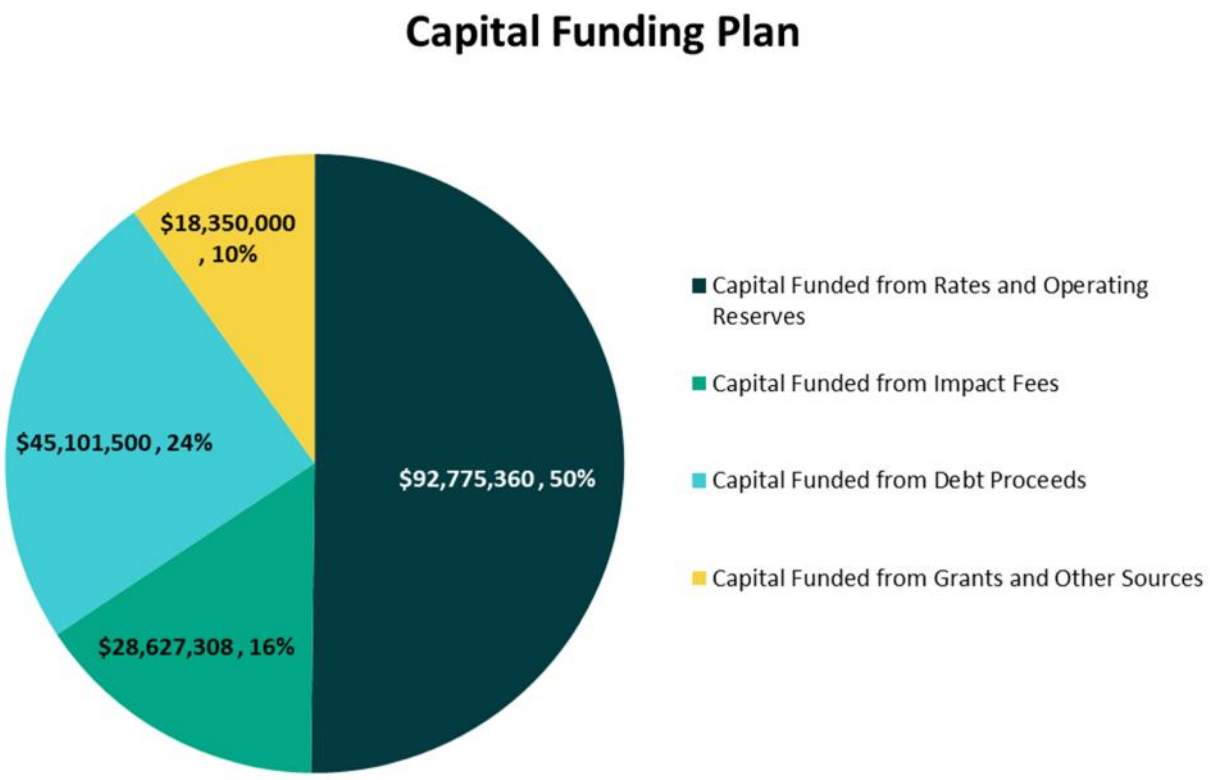
    a. West End storage tank and transmission;

    b. Automated water meter reading and billing upgrades;

    c. Grand Lagoon and Laguna Beach septic to sewer conversion; and

    d. Wastewater treatment plant expansion.

7. As shown in Table 10 at the end of this report, the following chart summarizes the proposed funding sources for the five-year capital plan:



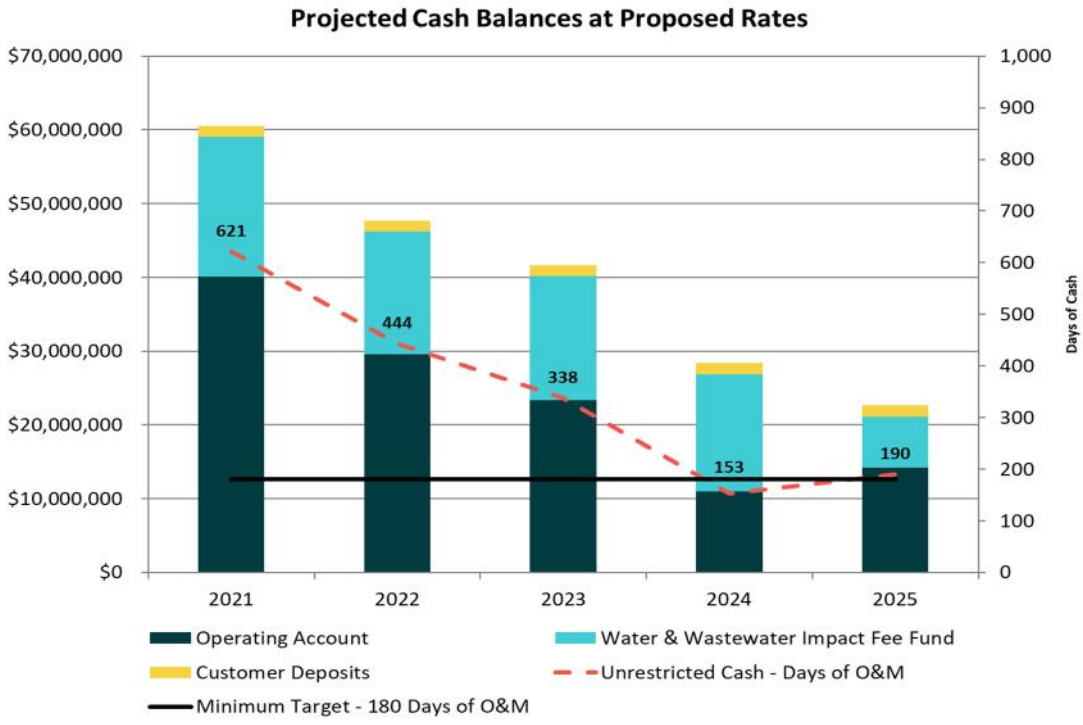
8. Projected revenues from current rates and charges for the water and wastewater systems have been based on the existing schedule of rates and charges adopted by the City. Such rates were applied to the customer and sales or usage forecast discussed previously in this report. Table 11 at the end of this report provides a summary of the projected rate revenues for the water and wastewater system over the Forecast Period.

Additionally, Table 12 summarizes the miscellaneous revenues and income of the water and wastewater systems, such as, service turn-on / turn-off charges, reconnection fees, late fees, and penalties, etc.

9. Public service taxes are levied and collected by the City pursuant to Section 166.231, Florida Statutes, and Ordinance No. 136 enacted by the City on March 24, 1971 as amended. The taxes are levied on every purchase of electricity, metered and bottled gas, and local telephone service within the corporate limits of the City. Such taxes are a Pledged Revenue to the payment of the outstanding bonds that are issued pursuant to the Bond Resolution. For the Forecast Period, public service taxes were provided by City staff, which were used solely to meet the pledge requirements of the Bond Resolution. No amounts were assumed to be available to pay any portion of the annual debt service payments.

10. For the purpose of this analysis, no funds from available impact fees have been included in the development of the financial analyses since such amounts are available only for capital projects for new customer growth and expansion and are not used to fund annual debt service payments. The use of such funds has been recognized to fund the expansion of the System, thus reducing project funding from utility revenues or future debt service costs, etc. that are paid from rates for the water and wastewater systems. Additionally, no funds from the imposition of impact fees were assumed to be used to offset the payment of any future debt service requirements even though such revenues are considered as a pledged revenue for bond coverage purposes.

11. The City's existing unrestricted cash balance was approximately $64 million as of September 30, 2020. The proposed rate plan discussed in the next section is based on: 1) using approximately $26 million over time to fund a portion of the capital projects and to phase-in rate adjustments; and 2) maintaining a minimum unrestricted cash reserve balance of not less than 180 days of operating expenses or approximately $13 million by Fiscal Year 2025. The following chart summarizes the System's cash reserves for the Forecast Period.

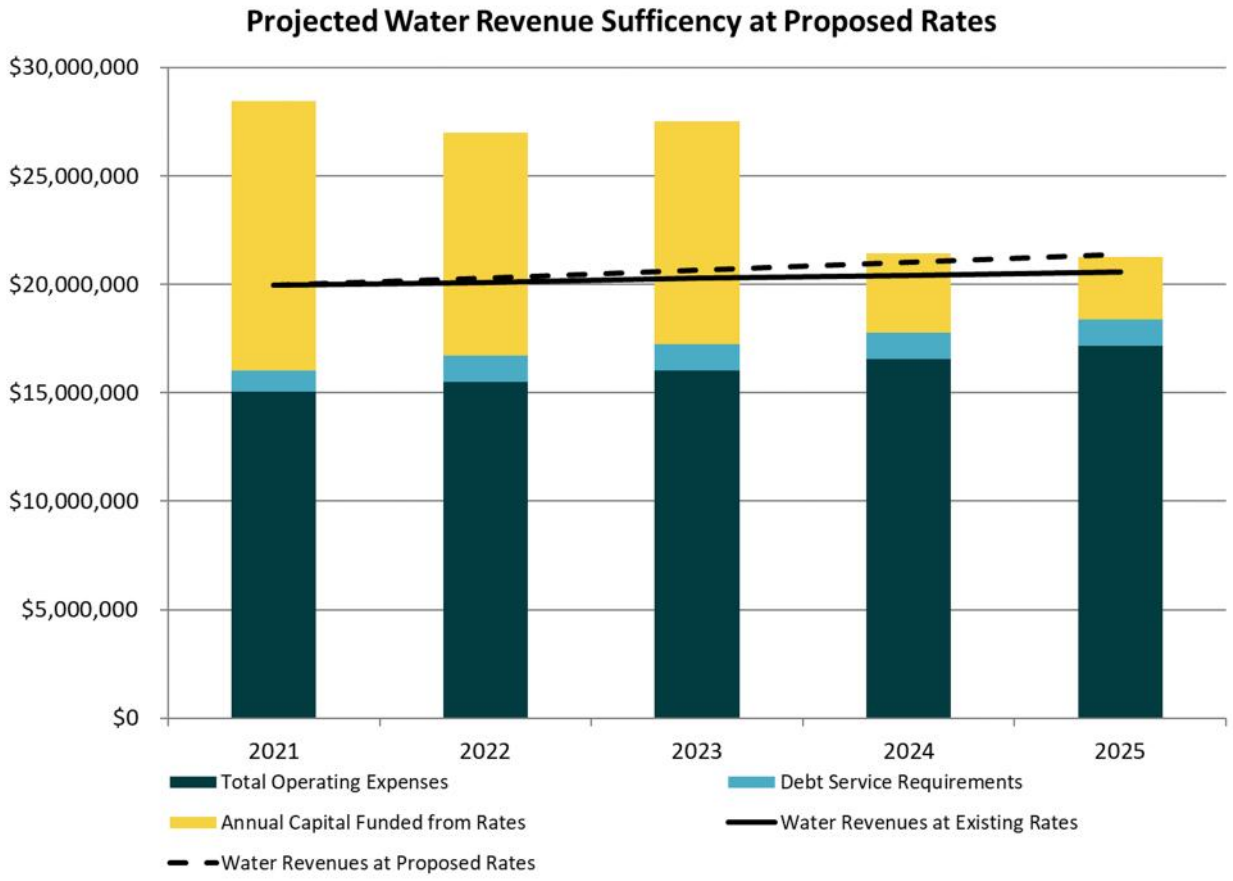


Adequacy of Existing Utility Retail Rate Revenue

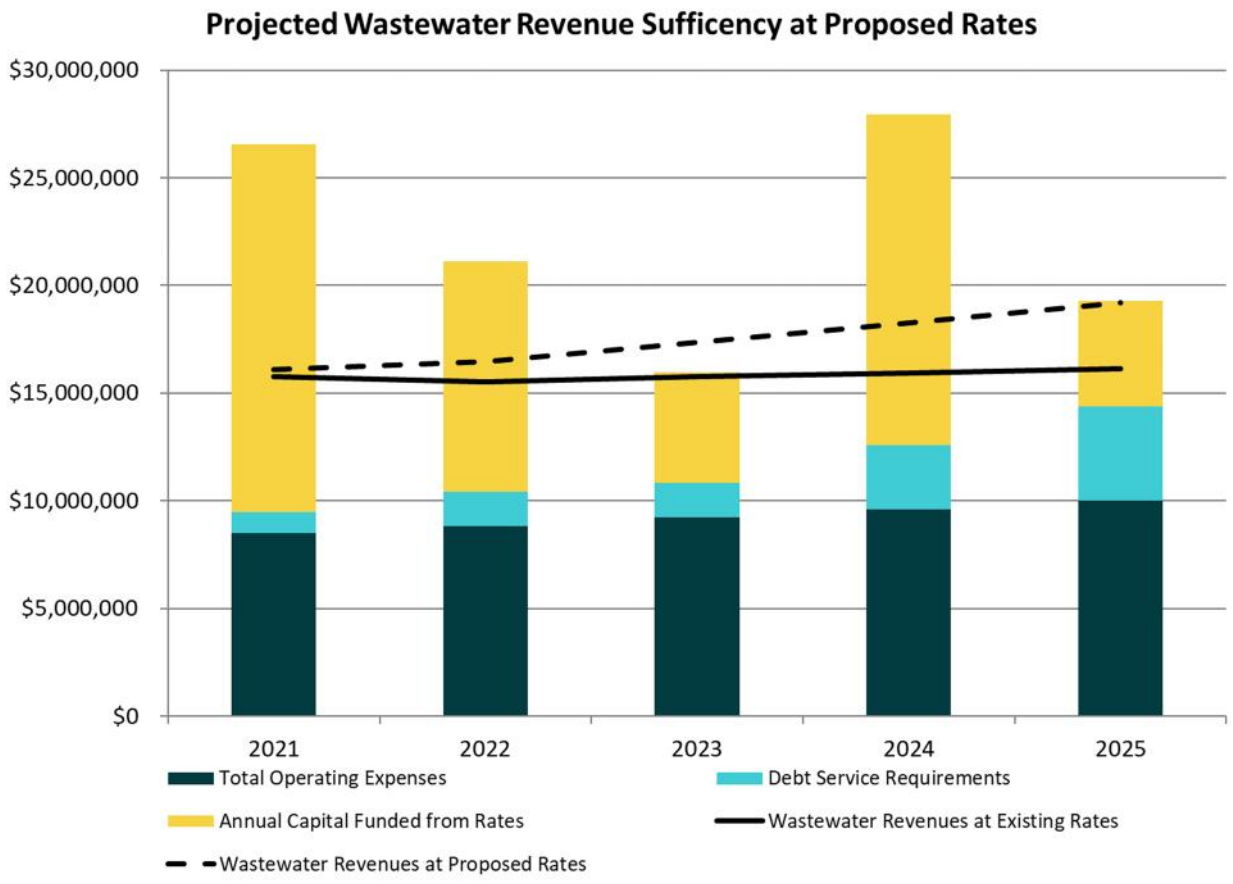
As discussed previously the existing water and wastewater rates are projected to be insufficient for the Forecast Period. Based on discussions with City staff, we recommend the following rate adjustments over the Forecast Period:

Projected Rate Revenue Adjustments				
	Fiscal Year Ending September 30,			
Description	2022	2023	2024	2025
Water System	1.0%	1.0%	1.0%	1.0%
Wastewater System	4.0%	4.0%	4.0%	4.0%
Effective Month	October	October	October	October

As derived from Tables 1 through 3, the following charts summarize the adequacy of the proposed recommendations:



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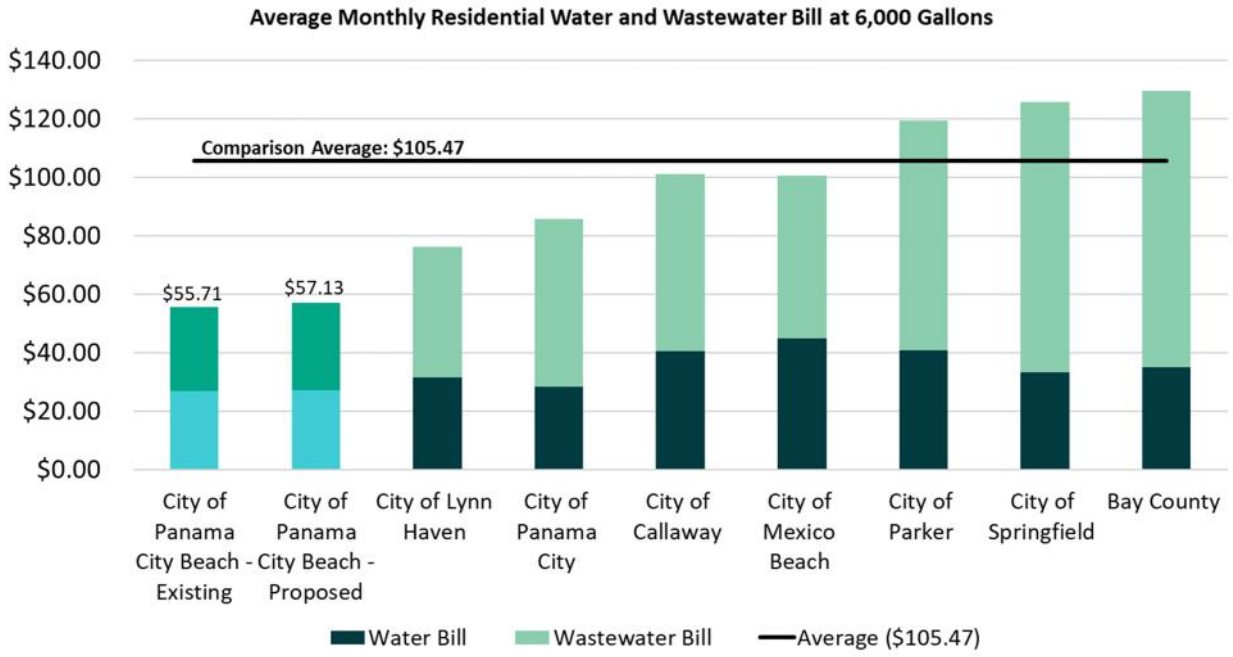
Based on the proposed annual water and wastewater rate increases outlined in this study, Tables 13 through 15 provide the proposed rates for the City's service areas.

Water and Wastewater Residential Rate Comparisons

In order to provide the City with additional information regarding the proposed rate levels, a comparison of the City's existing rates for customers served by a 5/8-inch or 3/4-inch meter (representative of the single-family residential class) has been made with charges for similar service of other neighboring utilities. It should be noted that when making comparison for water and wastewater service, several factors have an effect on levels of rates charged. These factors may include:

1. Level of treatment required before the distribution of water to the ultimate customer.
2. Level of treatment and effluent disposal methods of wastewater service.
3. Plant capacity utilization, age, and assistance in construction by federal grants, connection fees, etc.
4. General fund and administrative fee transfers made by municipal and county systems, which may account for differences in the level of rates charged.
5. Bond Covenants and funding requirements of the rates.

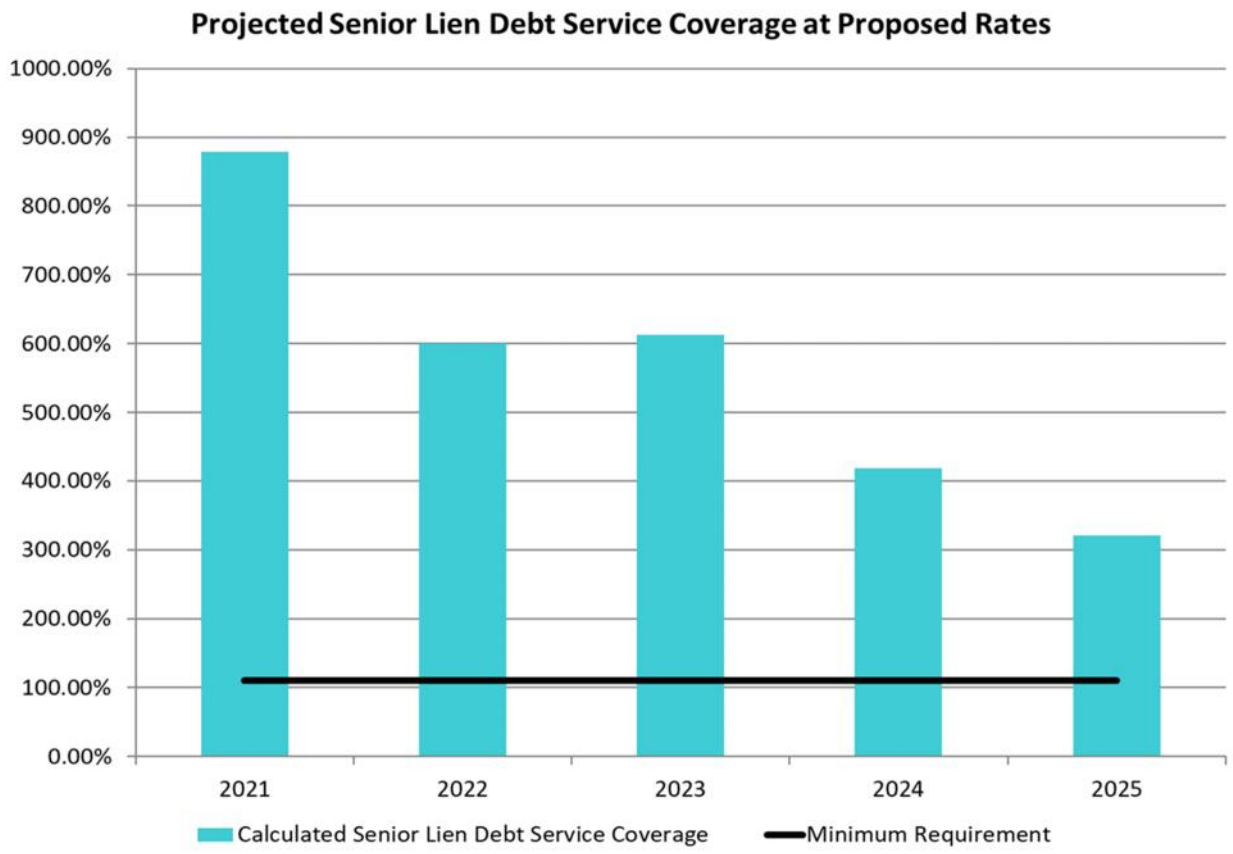
For the utilities included in the rate comparisons on Tables 16 through 18 at the end of this report, no analysis has been made of the above-mentioned factors, as they related to the reported water and wastewater rates currently being charged. A comparison was prepared for customers that use approximately 6,000 gallons of water and wastewater service. This usage level represents approximately the medium usage level for the single-family residential class. The following chart summarizes the comparison results, which are shown in detail on Tables 16 through 18 and reflects that the City's rates are below average when compared to other neighboring utilities.



Summary of Projected Operating Results

As shown on Table 19 at the end of this report, projections have been prepared of the operating results for the water and wastewater systems. Such projections were prepared in accordance with our understanding of the flow of funds prescribed by the Bond Resolution and the assumptions and considerations used in the projections as described earlier. As shown on Table 19 and the chart below, the System is projected to produce net revenues in excess of the minimum debt service covenant requirement based on the proposed rates:

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Conclusions

Based upon the principal considerations and assumptions and the results of our studies and analyses, as summarized in this report, which should be read in its entirety in conjunction with the following, we are of the opinion that:

1. The City's existing rates are not projected to be sufficient for the Forecast Period.

2. The City should consider adopting the proposed annual rate adjustments as outlined in this report to recover the costs of providing utility services performed by the City.

3. The City's should monitor the proposed rates during the course of the Forecast Period entailed in this report to ensure adequate revenue recovery.

4. To the extent new regulatory requirements impose additional capital and operating requirements on the System, rates for water and wastewater service may need to be reviewed sooner to ensure that rates are adequate to recover such additional costs.

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CITY OF PANAMA CITY BEACH, FLORIDA

WATER AND WASTEWATER RATE SUFFICIENCY REVIEW

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19	Projected Operating Results and Debt Service Coverage Analysis

Table 1
Panama City Beach, Florida
Water and Wastewater Rate Sufficiency Review

Development of Projected Water Revenue Requirements

Line No.	Description	Projected Fiscal Year Ending September 30, 2021	2022	2023	2024	2025
1	Total Operating Expenses	$15,045,937	$15,484,707	$16,021,650	$16,564,879	$17,168,804
	Debt Service:					
2	Existing Debt Service Payments	$974,319	$1,225,517	$1,224,302	$1,227,157	$1,223,821
3	Proposed Debt Service Payments	0	0	0	0	0
4	Total Debt Service Requirements	974,319	1,225,517	1,224,302	1,227,157	1,223,821
	Other Miscellaneous Revenue Requirements:					
5	Capital Funded From Rates	$12,414,230	$10,259,213	$10,276,493	$3,624,137	$389,698
6	Deposit to Reserves for Capital	561,901	576,998	1,184,584	1,813,091	2,464,400
7	Total Other Miscellaneous Revenue Requirements	$12,976,130	$10,836,211	$11,461,077	$5,437,228	$2,854,098
8	Total Gross Revenue Requirements	$28,996,386	$27,546,435	$28,707,029	$23,229,264	$21,246,723
	Less Income and Funds from Other Sources:					
9	Miscellaneous Revenues & Income	$557,782	$453,039	$453,039	$439,023	$437,855
10	Unrestricted Interest Income	163,065	99,433	74,701	48,004	35,553
11	Total Funds from Other Sources	$720,846	$552,471	$527,740	$487,027	$473,408
12	Total Net Revenue Requirements from Rates	$28,275,540	$26,993,964	$28,179,289	$22,742,237	$20,773,315
	Revenues from Rates:					
13	Water Sales Rate Revenues	$19,233,276	$19,547,588	$19,748,507	$19,932,683	$20,100,115
14	Cumulative Prior Year Rate Adjustment %	0.00%	0.00%	1.00%	2.01%	3.03%
15	Prior Year Rate Adjustments	0	0	197,485	400,647	609,033
16	Total Applicable Rate Revenue	$19,233,276	$19,547,588	$19,945,992	$20,333,329	$20,709,149
	Revenue Surplus/ (Deficiency)					
17	Amount	($9,042,264)	($7,446,376)	($8,233,297)	($2,408,907)	($64,166)
18	Percent of Retail Rate Revenue	(47.0%)	(38.1%)	(41.3%)	(11.8%)	(0.3%)
	Current Year Rate Adjustments:					
19	Proposed Rate Adjustment	0.00%	1.00%	1.00%	1.00%	1.00%
20	Effective Month	Oct.	Oct.	Oct.	Oct.	Oct.
21	% of Current Year Effective	100%	100%	100%	100%	100%
22	Total Revenue From Current Year Rate Adjustment	$0	$195,476	$199,460	$203,333	$207,091
23	Total Revenue From Rates	$19,233,276	$19,743,063	$20,145,452	$20,536,663	$20,916,240
	Revenue Surplus/ (Deficiency) at Proposed Rates					
24	Amount	($9,042,264)	($7,250,900)	($8,033,837)	($2,205,574)	$142,925
25	Percent of Retail Rate Revenue	(47.0%)	(36.7%)	(39.9%)	(10.7%)	0.7%
26	Cumulative Rate Adjustments	0.00%	1.00%	2.01%	3.03%	4.06%

Table 2
Panama City Beach, Florida
Water and Wastewater Rate Sufficiency Review

Development of Projected Wastewater Revenue Requirements

Line No.	Description	Projected Fiscal Year Ending September 30, 2021	2022	2023	2024	2025
1	Total Operating Expenses	$8,498,973	$8,836,826	$9,212,802	$9,603,866	$10,006,361
	Debt Service					
2	Existing Debt Service Payments	$959,349	$1,597,541	$1,598,469	$1,597,507	$1,597,071
3	Proposed Debt Service Payments	0	0	0	1,385,659	2,771,318
4	Total Debt Service Requirements	$959,349	$1,597,541	$1,598,469	$2,983,166	$4,368,389
	Other Miscellaneous Revenue Requirements					
5	Capital Funded From Rates	$17,097,962	$10,667,835	$5,152,361	$15,369,392	$2,222,739
6	Deposit to Reserves for Capital	1,146,328	1,208,034	1,685,900	2,204,847	2,683,194
7	Total Other Miscellaneous Revenue Requirements	$18,244,291	$11,875,869	$6,838,262	$17,574,239	$4,905,933
8	Total Gross Revenue Requirements	$27,702,612	$22,310,236	$17,649,533	$30,161,271	$19,280,683
	Less Income and Funds from Other Sources:					
9	Miscellaneous Revenues & Income	$850,618	$318,758	$318,758	$316,751	$316,584
10	Unrestricted Interest Income	129,935	82,567	64,299	44,996	38,447
11	Total Funds from Other Sources	$980,554	$401,325	$383,056	$361,747	$355,031
12	Total Net Revenue Requirements from Rates	$26,722,059	$21,908,911	$17,266,476	$29,799,525	$18,925,652
	Revenues from Rates:					
13	Wastewater Sales Rate Revenues (Includes Reuse)	$14,804,339	$15,135,930	$15,373,343	$15,590,971	$15,788,815
14	Cumulative Prior Year Rate Adjustment %	0.00%	2.00%	6.08%	10.32%	14.73%
15	Prior Year Rate Adjustments	0	302,719	934,699	1,608,988	2,325,692
16	Total Applicable Rate Revenue	$14,804,339	$15,438,649	$16,308,042	$17,199,959	$18,114,508
	Revenue Surplus/ (Deficiency)					
17	Amount	($11,917,719)	($6,470,263)	($958,434)	($12,599,565)	($811,145)
18	Percent of Retail Rate Revenue	(80.5%)	(41.9%)	(5.9%)	(73.3%)	(4.5%)
	Current Year Rate Adjustments					
19	Proposed Rate Adjustment	2.00%	4.00%	4.00%	4.00%	4.00%
20	Effective Month	Oct.	Oct.	Oct.	Oct.	Oct.
21	% of Current Year Effective	100%	100%	100%	100%	100%
22	Total Revenue From Current Year Rate Adjustment	$296,087	$617,546	$652,322	$687,998	$724,580
23	Total Revenue From Rates	$15,100,426	$16,056,195	$16,960,364	$17,887,958	$18,839,088
	Revenue Surplus/ (Deficiency) at Proposed Rates					
24	Amount	($11,621,633)	($5,852,717)	($306,113)	($11,911,567)	($86,564)
25	Percent of Retail Rate Revenue	(77.0%)	(36.5%)	(1.8%)	(66.6%)	(0.5%)
26	Cumulative Rate Adjustments	2.00%	6.08%	10.32%	14.73%	19.32%

Table 3
Panama City Beach, Florida
Water and Wastewater Rate Sufficiency Review

Development of Projected Water and Wastewater Revenue Requirements

Line No.	Description	Projected Fiscal Year Ending September 30, 2021	2022	2023	2024	2025
1	Total Operating Expenses	$23,544,910	$24,321,533	$25,234,452	$26,168,745	$27,175,165
	Debt Service					
2	Existing Debt Service Payments	$1,933,667	$2,823,058	$2,822,772	$2,824,664	$2,820,892
3	Proposed Debt Service Payments	0	0	0	1,385,659	2,771,318
4	Total Debt Service Requirements	$1,933,667	$2,823,058	$2,822,772	$4,210,323	$5,592,210
	Other Miscellaneous Revenue Requirements					
5	Capital Funded From Rates	$29,512,192	$20,927,048	$15,428,854	$18,993,529	$2,612,437
6	Deposit to Reserves for Capital	1,708,229	1,785,032	2,870,484	4,017,938	5,147,593
7	Total Other Miscellaneous Revenue Requirements	$31,220,421	$22,712,080	$18,299,338	$23,011,467	$7,760,031
8	Total Gross Revenue Requirements	$56,698,999	$49,856,672	$46,356,562	$53,390,535	$40,527,406
	Less Income and Funds from Other Sources:					
9	Miscellaneous Revenues & Income	$1,408,400	$771,796	$771,796	$755,774	$754,438
10	Unrestricted Interest Income	293,000	182,000	139,000	93,000	74,000
11	Total Funds from Other Sources	$1,701,400	$953,796	$910,796	$848,774	$828,438
12	Total Net Revenue Requirements from Rates	$54,997,599	$48,902,875	$45,445,765	$52,541,761	$39,698,967
	Revenues from Rates:					
13	Rate Revenues at Existing Rates	$34,037,615	$34,683,518	$35,121,849	$35,523,654	$35,888,930
14	Rate Revenues from Prior Year Rate Increases	0	302,719	1,132,184	2,009,635	2,934,726
15	Rate Revenues from Current Year Rate Increases	296,087	813,022	851,782	891,332	931,672
16	Total Applicable Rate Revenue	$34,333,702	$35,799,258	$37,105,815	$38,424,621	$39,755,328
	Revenue Surplus/ (Deficiency) at Proposed Rates					
17	Amount	($20,663,897)	($13,103,617)	($8,339,950)	($14,117,141)	$56,361
18	Percent of Retail Rate Revenue	(60.2%)	(36.6%)	(22.5%)	(36.7%)	0.1%

	Proposed Rate Increases	2021	2022	2023	2024	2025
19	Water System	0.00%	1.00%	1.00%	1.00%	1.00%
20	Wastewater System	2.00%	4.00%	4.00%	4.00%	4.00%
21	Effective Date	Oct. 1	Oct. 1	Oct. 1	Oct. 1	Oct. 1
22	Combined Revenue Adjustment	0.87%	2.32%	2.35%	2.37%	2.40%
23	Cumulative Adjustment	0.87%	3.21%	5.64%	8.15%	10.74%
24						
25	**Projected Cash Balances**	2021	2022	2023	2024	2025
26	Operating Account	$40,063,203	$29,565,619	$23,366,353	$10,940,650	$14,149,604
27	Customer Deposits	1,501,904	1,501,904	1,501,904	1,501,904	1,501,904
28	Construction Fund	0	0	0	36,101,500	0
29	Water & Wastewater Impact Fee Fund	18,973,702	16,618,452	16,787,452	15,933,452	6,980,452
30	Total Projected Cash Balances	$60,538,809	$47,685,975	$41,655,709	$64,477,506	$22,631,960
31	Unrestricted Cash - Days of O&M	621	444	338	153	190
32	Minimum Target - Days of O&M	180	180	180	180	180
33	Calculated - Days of Gross Revenue Requirements	258	216	184	75	127
34						
35	**Projected Debt Service Coverage**	2021	2022	2023	2024	2025
36	Senior Lien - Calculated	8.79	6.00	6.12	4.18	3.20
37	Senior Lien - Minimum Required	1.10	1.10	1.10	1.10	1.10

Table 4
Panama City Beach, Florida
Water and Wastewater Rate Sufficiency Review

Allocation of Utility Operating Expenses to Individual Systems

Line No.	Description	Revised 2021	Adjustments	Adjusted 2021	Allocation Reference	Percent Allocation Water	Percent Allocation Wastewater	Allocation Water	Allocation Wastewater
	OPERATING EXPENSES:								
	Water System Operating Expenses								
	Personnel Services								
1	Salaries Regular	$2,191,800	$0	$2,191,800	Direct-W	100.00%	0.00%	$2,191,800	$0
2	Salaries No Pension	5,700	0	5,700	Direct-W	100.00%	0.00%	5,700	0
3	Salaries Overtime	137,000	0	137,000	Direct-W	100.00%	0.00%	137,000	0
4	Salaries Special	14,000	0	14,000	Direct-W	100.00%	0.00%	14,000	0
5	Vehicle Expense	3,800	0	3,800	Direct-W	100.00%	0.00%	3,800	0
6	Incentive Pay	6,200	0	6,200	Direct-W	100.00%	0.00%	6,200	0
7	Matching FICA	180,500	0	180,500	Direct-W	100.00%	0.00%	180,500	0
8	Retirement	159,400	0	159,400	Direct-W	100.00%	0.00%	159,400	0
9	Health Insurance	297,000	0	297,000	Direct-W	100.00%	0.00%	297,000	0
10	Dental Insurance	14,000	0	14,000	Direct-W	100.00%	0.00%	14,000	0
11	Life Insurance	18,200	0	18,200	Direct-W	100.00%	0.00%	18,200	0
12	Unemployment Compensation	5,000	0	5,000	Direct-W	100.00%	0.00%	5,000	0
13	Additional Personnel	0	0	0	Direct-W	100.00%	0.00%	0	0
14	Sick Leave Payout Adjustment	0	(28,146)	(28,146)	Direct-W	100.00%	0.00%	(28,146)	0
15	Total Personnel Services	$3,032,600	($28,146)	$3,004,454				$3,004,454	$0
	Operating Expenses								
16	Professional Legal	$26,000	$0	$26,000	Direct-W	100.00%	0.00%	$26,000	$0
17	Professional Medical	3,000	0	3,000	Direct-W	100.00%	0.00%	3,000	0
18	Professional Engineering/Architect	40,000	0	40,000	Direct-W	100.00%	0.00%	40,000	0
19	Professional Laboratory Fees	40,000	0	40,000	Direct-W	100.00%	0.00%	40,000	0
20	Professional Surveying/Plat Review	3,000	0	3,000	Direct-W	100.00%	0.00%	3,000	0
21	Professional Other	52,000	0	52,000	Direct-W	100.00%	0.00%	52,000	0
22	Accounting and Auditing	20,000	0	20,000	Direct-W	100.00%	0.00%	20,000	0
23	Other Contractual Services	143,000	0	143,000	Direct-W	100.00%	0.00%	143,000	0
24	Travel and Per Diem	20,000	0	20,000	Direct-W	100.00%	0.00%	20,000	0
25	Communication Telephone	52,200	0	52,200	Direct-W	100.00%	0.00%	52,200	0
26	Communication Other	0	0	0	Direct-W	100.00%	0.00%	0	0
27	Communication Postage	67,000	0	67,000	Direct-W	100.00%	0.00%	67,000	0
28	Communication Freight/Express Charge	1,000	0	1,000	Direct-W	100.00%	0.00%	1,000	0
29	Utilities Electric	400,000	0	400,000	Direct-W	100.00%	0.00%	400,000	0
30	Utilities Waste Disposal	12,000	0	12,000	Direct-W	100.00%	0.00%	12,000	0
31	Utilities Water Purchased from Bay County [2]	9,700,000	(23,000)	9,677,000	Direct-W	100.00%	0.00%	9,677,000	0
32	Rentals and Leases	33,000	0	33,000	Direct-W	100.00%	0.00%	33,000	0
33	Insurance Liability, Property, Etc	120,000	0	120,000	Direct-W	100.00%	0.00%	120,000	0
34	Insurance Windstorm	13,000	0	13,000	Direct-W	100.00%	0.00%	13,000	0
35	Repairs and Maintenance Buildings	20,000	0	20,000	Direct-W	100.00%	0.00%	20,000	0
36	Repairs and Maintenance Mach and Equipment	65,000	0	65,000	Direct-W	100.00%	0.00%	65,000	0
37	Repairs and Maintenance Meters	83,000	0	83,000	Direct-W	100.00%	0.00%	83,000	0
38	Repairs and Maintenance Fleet	25,000	0	25,000	Direct-W	100.00%	0.00%	25,000	0
39	Repairs and Maintenance Other	308,400	0	308,400	Direct-W	100.00%	0.00%	308,400	0
40	Printing and Binding	10,000	0	10,000	Direct-W	100.00%	0.00%	10,000	0
41	Promotional Activities	0	0	0	Direct-W	100.00%	0.00%	0	0
42	Other Current Charges	10,000	0	10,000	Direct-W	100.00%	0.00%	10,000	0
43	Office Supplies	16,000	0	16,000	Direct-W	100.00%	0.00%	16,000	0
44	Operating Supplies	108,100	0	108,100	Direct-W	100.00%	0.00%	108,100	0
45	Fuel, Oil and Lubricants	75,000	0	75,000	Direct-W	100.00%	0.00%	75,000	0
46	Water System Supplies	248,000	0	248,000	Direct-W	100.00%	0.00%	248,000	0
47	Chemicals	22,000	0	22,000	Direct-W	100.00%	0.00%	22,000	0
48	Meters	252,000	0	252,000	Direct-W	100.00%	0.00%	252,000	0
49	COVID-19	4,000	0	4,000	Direct-W	100.00%	0.00%	4,000	0
50	Books, Pubs and Memberships	5,200	0	5,200	Direct-W	100.00%	0.00%	5,200	0
51	Training and Education	12,000	0	12,000	Direct-W	100.00%	0.00%	12,000	0
52	Licenses	3,000	0	3,000	Direct-W	100.00%	0.00%	3,000	0
53	Permits and Fees	4,500	0	4,500	Direct-W	100.00%	0.00%	4,500	0
54	Total Operating Expenses	$12,016,400	($23,000)	$11,993,400				$11,993,400	$0
	Capital Outlay								
55	Capital Outlay < $5,000	$55,400	($55,400)	$0	Direct-W	100.00%	0.00%	$0	$0
56	Buildings	0	0	0	Direct-W	100.00%	0.00%	0	0
57	Buildings Utilities Admin/Support	2,100,000	(2,100,000)	0	Direct-W	100.00%	0.00%	0	0
58	Improvements	1,550,500	(1,550,500)	0	Direct-W	100.00%	0.00%	0	0
59	Machinery and Equipment	474,300	(474,300)	0	Direct-W	100.00%	0.00%	0	0
60	Rose Land & Ave B and C Water Main	930,000	(930,000)	0	Direct-W	100.00%	0.00%	0	0

Table 4
Panama City Beach, Florida
Water and Wastewater Rate Sufficiency Review

Allocation of Utility Operating Expenses to Individual Systems

Line No.	Description	Revised 2021	Adjustments	Adjusted 2021	Allocation Reference	Percent Allocation Water	Percent Allocation Wastewater	Allocation Water	Allocation Wastewater
	OPERATING EXPENSES:								
61	Bay Parkway to Nautilus Water Main	0	0	0	Direct-W	100.00%	0.00%	0	0
62	Woodlawn Water System Improvements	484,000	(484,000)	0	Direct-W	100.00%	0.00%	0	0
63	Bid A Wee Water System Improvements	1,280,000	(1,280,000)	0	Direct-W	100.00%	0.00%	0	0
64	Automated Water Meter Reading	250,000	(250,000)	0	Direct-W	100.00%	0.00%	0	0
65	Thomas Dr / Beach Dr Utility Relocate	2,925,000	(2,925,000)	0	Direct-W	100.00%	0.00%	0	0
66	CRA Segment 4.1 Utility Relocates	710,000	(710,000)	0	Direct-W	100.00%	0.00%	0	0
67	Bayside Utilities	0	0	0	Direct-W	100.00%	0.00%	0	0
68	CRA Segment 2 Utility Relocates	0	0	0	Direct-W	100.00%	0.00%	0	0
69	CRA Segment 3 Utility Relocates	1,525,000	(1,525,000)	0	Direct-W	100.00%	0.00%	0	0
70	System Extensions / Loops	1,025,000	(1,025,000)	0	Direct-W	100.00%	0.00%	0	0
71	West End Ground Storage PS and Transmission	200,000	(200,000)	0	Direct-W	100.00%	0.00%	0	0
72	Total Capital Outlay	$13,509,200	($13,509,200)	$0				$0	$0
	Other Operating Expenses								
73	Contingency [3]	$0	$0	$0	Direct-W	100.00%	0.00%	0	0
74	Bad Debt Expense [3]	0	48,083	48,083	Direct-W	100.00%	0.00%	48,083	0
75	Total Other Operating Expenses	$0	$48,083	$48,083				$48,083	$0
76	**Total Water System Operating Expenses**	$28,558,200	($13,512,263)	$15,045,937				$15,045,937	$0
	Wastewater Utility Services								
	Personnel Services								
77	Salaries Regular	$2,638,200	$0	$2,638,200	Direct-S	0.00%	100.00%	$0	$2,638,200
78	Salaries No Pension	4,600	0	4,600	Direct-S	0.00%	100.00%	0	4,600
79	Salaries Overtime	159,300	0	159,300	Direct-S	0.00%	100.00%	0	159,300
80	Salaries Special	17,000	0	17,000	Direct-S	0.00%	100.00%	0	17,000
81	Vehicle Expense	1,600	0	1,600	Direct-S	0.00%	100.00%	0	1,600
82	Incentive Pay	4,200	0	4,200	Direct-S	0.00%	100.00%	0	4,200
83	Matching FICA	216,300	0	216,300	Direct-S	0.00%	100.00%	0	216,300
84	Retirement	211,900	0	211,900	Direct-S	0.00%	100.00%	0	211,900
85	Health Insurance	393,000	0	393,000	Direct-S	0.00%	100.00%	0	393,000
86	Dental Insurance	18,000	0	18,000	Direct-S	0.00%	100.00%	0	18,000
87	Life Insurance	20,600	0	20,600	Direct-S	0.00%	100.00%	0	20,600
88	Unemployment Compensation	5,000	0	5,000	Direct-S	0.00%	100.00%	0	5,000
89	Allocated Salaries / Benefits	30,000	0	30,000	Direct-S	0.00%	100.00%	0	30,000
90	Additional Personnel	0	0	0	Direct-S	0.00%	100.00%	0	0
91	Sick Leave Payout Adjustment	0	(3,778)	(3,778)	Direct-S	0.00%	100.00%	0	(3,778)
92	Total Personnel Services	$3,719,700	($3,778)	$3,715,922				$0	$3,715,922
	Operating Expenses								
93	Professional Legal	$30,000	$0	$30,000	Direct-S	0.00%	100.00%	$0	$30,000
94	Professional Medical	3,000	0	3,000	Direct-S	0.00%	100.00%	0	3,000
95	Professional Engineering/Architect	40,000	0	40,000	Direct-S	0.00%	100.00%	0	40,000
96	Professional Laboratory Fees	87,000	0	87,000	Direct-S	0.00%	100.00%	0	87,000
97	Professional Surveying/Plat Review	10,000	0	10,000	Direct-S	0.00%	100.00%	0	10,000
98	Professional Other	270,600	0	270,600	Direct-S	0.00%	100.00%	0	270,600
99	Accounting and Auditing	21,000	0	21,000	Direct-S	0.00%	100.00%	0	21,000
100	Other Contractual Services	180,000	0	180,000	Direct-S	0.00%	100.00%	0	180,000
101	Travel and Per Diem	10,000	0	10,000	Direct-S	0.00%	100.00%	0	10,000
102	Communication Telephone	45,100	0	45,100	Direct-S	0.00%	100.00%	0	45,100
103	Communication Other	0	0	0	Direct-S	0.00%	100.00%	0	0
104	Communication Postage	29,000	0	29,000	Direct-S	0.00%	100.00%	0	29,000
105	Communication Freight/Express Chg	2,100	0	2,100	Direct-S	0.00%	100.00%	0	2,100
106	Utilities Electric	963,000	0	963,000	Direct-S	0.00%	100.00%	0	963,000
107	Utilities Waste Disposal	490,000	0	490,000	Direct-S	0.00%	100.00%	0	490,000
108	Utilities Water Purchased from Bay County [2]	0	0	0	Direct-S	0.00%	100.00%	0	0
109	Rentals and Leases	27,000	0	27,000	Direct-S	0.00%	100.00%	0	27,000
110	Insurance Liability, Property, Etc.	208,000	0	208,000	Direct-S	0.00%	100.00%	0	208,000
111	Insurance Windstorm	64,500	0	64,500	Direct-S	0.00%	100.00%	0	64,500
112	Repairs and Maintenance Buildings	36,000	0	36,000	Direct-S	0.00%	100.00%	0	36,000
113	Repairs and Maintenance Machinery and Equipmer	225,000	0	225,000	Direct-S	0.00%	100.00%	0	225,000
114	Repairs and Maintenance Meters	21,000	0	21,000	Direct-S	0.00%	100.00%	0	21,000
115	Repairs and Maintenance Fleet	12,000	0	12,000	Direct-S	0.00%	100.00%	0	12,000
116	Repairs and Maintenance Other	1,500,000	(650,000)	850,000	Direct-S	0.00%	100.00%	0	850,000
117	Printing and Binding	8,000	0	8,000	Direct-S	0.00%	100.00%	0	8,000
118	Promotional Activities	3,000	0	3,000	Direct-S	0.00%	100.00%	0	3,000

Table 4
Panama City Beach, Florida
Water and Wastewater Rate Sufficiency Review

Allocation of Utility Operating Expenses to Individual Systems

Line No.	Description	Revised 2021	Adjustments	Adjusted 2021	Allocation Reference	Percent Allocation Water	Percent Allocation Wastewater	Allocation Water	Allocation Wastewater
	OPERATING EXPENSES:								
119	Other Current Charges	7,000	0	7,000	Direct-S	0.00%	100.00%	0	7,000
120	Office Supplies	9,000	0	9,000	Direct-S	0.00%	100.00%	0	9,000
121	Operating Supplies	260,100	0	260,100	Direct-S	0.00%	100.00%	0	260,100
122	Fuel, Oil and Lubricants	68,000	0	68,000	Direct-S	0.00%	100.00%	0	68,000
123	Sewer System Supplies	193,000	0	193,000	Direct-S	0.00%	100.00%	0	193,000
124	Chemicals	378,000	0	378,000	Direct-S	0.00%	100.00%	0	378,000
125	Meters	147,000	0	147,000	Direct-S	0.00%	100.00%	0	147,000
126	COVID-19	4,000	0	4,000	Direct-S	0.00%	100.00%	0	4,000
127	Books, Pubs and Memberships	4,000	0	4,000	Direct-S	0.00%	100.00%	0	4,000
128	Training and Education	20,000	0	20,000	Direct-S	0.00%	100.00%	0	20,000
129	Licenses	4,400	0	4,400	Direct-S	0.00%	100.00%	0	4,400
130	Permits and Fees	15,500	0	15,500	Direct-S	0.00%	100.00%	0	15,500
131	Total Operating Expenses	$5,395,300	($650,000)	$4,745,300				$0	$4,745,300
	Capital Outlay								
132	Capital Outlay < $5,000	$64,400	($64,400)	$0	Direct-S	0.00%	100.00%	$0	$0
133	Land	1,075,000	(1,075,000)	0	Direct-S	0.00%	100.00%	0	0
134	Buildings	25,000	(25,000)	0	Direct-S	0.00%	100.00%	0	0
135	Buildings Utilities Admin/Support	1,500,000	(1,500,000)	0	Direct-S	0.00%	100.00%	0	0
136	Improvements	3,070,000	(3,070,000)	0	Direct-S	0.00%	100.00%	0	0
137	WWTP to Nautilus St. Connection	0	0	0	Direct-S	0.00%	100.00%	0	0
138	WWTP to Griffin Blvd Connection	950,000	(950,000)	0	Direct-S	0.00%	100.00%	0	0
139	Machinery and Equipment	1,020,000	(1,020,000)	0	Direct-S	0.00%	100.00%	0	0
140	Bay Parkway/Nautilus FM & Reclaim	975,000	(975,000)	0	Direct-S	0.00%	100.00%	0	0
141	Thomas Drive Utility Relocation	2,150,000	(2,150,000)	0	Direct-S	0.00%	100.00%	0	0
142	CRA Segment 4.1 Utility Relocate	700,000	(700,000)	0	Direct-S	0.00%	100.00%	0	0
143	Jamaican LS#74 Replacement	200,000	(200,000)	0	Direct-S	0.00%	100.00%	0	0
144	Wildwood LS#19 Replacement	20,000	(20,000)	0	Direct-S	0.00%	100.00%	0	0
145	SR79 Reclaimed Transmission Main	0	0	0	Direct-S	0.00%	100.00%	0	0
146	Bayside Utilities	0	0	0	Direct-S	0.00%	100.00%	0	0
147	PCB Parkway/Caulay Ave Reclaimed	1,257,000	(1,257,000)	0	Direct-S	0.00%	100.00%	0	0
148	Conservation Parking Lot	0	0	0	Direct-S	0.00%	100.00%	0	0
149	Cobb LS#73 Replacement	2,700,000	(2,700,000)	0	Direct-S	0.00%	100.00%	0	0
150	CRA Segment 2 Utility Relocate	0	0	0	Direct-S	0.00%	100.00%	0	0
151	Driftwood LS#4 Replacement	3,300,000	(3,300,000)	0	Direct-S	0.00%	100.00%	0	0
152	Al Coleman Force Main	0	0	0	Direct-S	0.00%	100.00%	0	0
153	LS Upgrades / Odor Control / Extension	5,115,000	(5,115,000)	0	Direct-S	0.00%	100.00%	0	0
154	Total Capital Outlay	$24,121,400	($24,121,400)	$0				$0	$0
	Other Operating Expenses								
155	Contingency [3]	$0	$0	$0	Direct-S	0.00%	100.00%	0	0
156	Bad Debt Expense [3]	0	37,751	37,751	Direct-S	0.00%	100.00%	0	37,751
157	Total Other Operating Expenses	$0	$37,751	$37,751				$0	$37,751
158	**Total Wastewater System Operating Expenses**	$33,236,400	($24,737,427)	$8,498,973				$0	$8,498,973
	Debt Service								
159	Debt Svc Principal 2009 Bonds	$0	$0	$0	Calculated	19.88%	80.12%	$0	$0
160	Debt Svc Principal 2016 Bonds	1,115,000	(1,115,000)	0	Calculated	19.88%	80.12%	0	0
161	Debt Svc Principal 2012 Bonds	970,000	(970,000)	0	Calculated	68.43%	31.57%	0	0
162	Debt Svc Principal Rev Certificates	125,000	(125,000)	0	Calculated	50.00%	50.00%	0	0
163	Debt Svc Interest 2009 Bonds	0	0	0	Calculated	19.88%	80.12%	0	0
164	Debt Svc Interest 2016 Bonds	614,380	(614,380)	0	Calculated	19.88%	80.12%	0	0
165	Debt Svc Interest 2012 Bonds	510,925	(510,925)	0	Calculated	68.43%	31.57%	0	0
166	Total Debt Service	$3,335,305	($3,335,305)	$0				$0	$0
167	**Total Combined Systems Operating Expenses**	$65,129,905	($41,584,995)	$23,544,910	$0	$0	$0	$15,045,937	$8,498,973

Footnotes:

[1] Amounts provided by the City based on a revised fiscal year 2021 budget.

[2] Amount based on actual payments made to Bay County as provided by the City.

Table 5
Panama City Beach, Florida
Water and Wastewater Rate Sufficiency Review

Projected Water Operating Expenses [1]

Line No.	Description	Adjusted 2021	Escalation Reference	Fiscal Year Ending September 30, 2022	2023	2024	2025
	Water System Operating Expenses						
	Personnel Services						
1	Salaries Regular	$2,191,800	Labor	$2,290,431	$2,393,500	$2,501,208	$2,613,762
2	Salaries No Pension	5,700	Labor	5,957	6,225	6,505	6,797
3	Salaries Overtime	137,000	Labor	143,165	149,607	156,340	163,375
4	Salaries Special	14,000	Labor	14,630	15,288	15,976	16,695
5	Vehicle Expense	3,800	GenInfl	3,865	3,946	4,033	4,125
6	Incentive Pay	6,200	Labor	6,479	6,771	7,075	7,394
7	Matching FICA	180,500	Labor	188,623	197,111	205,980	215,250
8	Retirement	159,400	Labor	166,573	174,069	181,902	190,087
9	Health Insurance	297,000	EmpIns	314,820	333,709	353,732	374,956
10	Dental Insurance	14,000	EmpIns	14,840	15,730	16,674	17,675
11	Life Insurance	18,200	EmpIns	19,292	20,450	21,676	22,977
12	Unemployment Compensation	5,000	Labor	5,225	5,460	5,706	5,963
13	Additional Personnel	0	Calculated	0	0	0	0
14	Sick Leave Payout Adjustment	(28,146)	Calculated	(75,614)	(86,155)	(95,779)	(102,492)
15	Total Personnel Services	$3,004,454		$3,098,285	$3,235,710	$3,381,028	$3,536,564
	Operating Expenses						
16	Professional Legal	$26,000	Prof. Services	$26,780	$27,583	$28,411	$29,263
17	Professional Medical	3,000	Prof. Services	3,090	3,183	3,278	3,377
18	Professional Engineering/Architect	40,000	Prof. Services	41,200	42,436	43,709	45,020
19	Professional Laboratory Fees	40,000	Prof. Services	41,200	42,436	43,709	45,020
20	Professional Surveying/Plat Review	3,000	Prof. Services	3,090	3,183	3,278	3,377
21	Professional Other	52,000	Prof. Services	53,560	55,167	56,822	58,526
22	Accounting and Auditing	20,000	Prof. Services	20,600	21,218	21,855	22,510
23	Other Contractual Services	143,000	Prof. Services	147,290	151,709	156,260	160,948
24	Travel and Per Diem	20,000	GenInfl	20,340	20,767	21,224	21,712
25	Communication Telephone	52,200	GenInfl	53,087	54,202	55,395	56,669
26	Communication Other	0	GenInfl	0	0	0	0
27	Communication Postage	67,000	W-Cust	69,802	72,835	75,906	79,018
28	Communication Freight/Express Chg	1,000	GenInfl	1,017	1,038	1,061	1,086
29	Utilities Electric	400,000	W-Power	418,662	437,769	457,316	477,298
30	Utilities Waste Disposal	12,000	W-Cust	12,502	13,045	13,595	14,152
31	Utilities Water Purchased from Bay County [2]	9,677,000	Calculated	9,942,000	10,253,000	10,560,000	10,915,000
32	Rentals and Leases	33,000	GenInfl	33,561	34,266	35,020	35,825
33	Insurance Liability, Property, Etc	120,000	GenIns	126,000	132,300	138,915	145,861
34	Insurance Windstorm	13,000	GenIns	13,650	14,333	15,049	15,802
35	Repairs and Maintenance Buildings	20,000	RM	20,600	21,218	21,855	22,510
36	Repairs and Maintenance Mach and Equipmt	65,000	RM	66,950	68,959	71,027	73,158
37	Repairs and Maintenance Meters	83,000	RM	85,490	88,055	90,696	93,417
38	Repairs and Maintenance Fleet	25,000	RM	25,750	26,523	27,318	28,138
39	Repairs and Maintenance Other	308,400	RM	317,652	327,182	336,997	347,107
40	Printing and Binding	10,000	GenInfl	10,170	10,384	10,612	10,856
41	Promotional Activities	0	GenInfl	0	0	0	0
42	Other Current Charges	10,000	GenInfl	10,170	10,384	10,612	10,856
43	Office Supplies	16,000	GenInfl	16,272	16,614	16,979	17,370
44	Operating Supplies	108,100	GenInfl	109,938	112,246	114,716	117,354
45	Fuel, Oil and Lubricants	75,000	Fuel	77,250	79,568	81,955	84,413
46	Water System Supplies	248,000	W-Cust	258,372	269,600	280,967	292,484
47	Chemicals	22,000	W-Chem	23,360	24,780	26,262	27,807
48	Meters	252,000	W-Cust	262,540	273,948	285,498	297,202
49	COVID-19	4,000	Eliminate	0	0	0	0
50	Books, Pubs and Memberships	5,200	GenInfl	5,288	5,399	5,518	5,645
51	Training and Education	12,000	GenInfl	12,204	12,460	12,734	13,027
52	Licenses	3,000	GenInfl	3,051	3,115	3,184	3,257
53	Permits and Fees	4,500	GenInfl	4,577	4,673	4,775	4,885
54	Total Operating Expenses	$11,993,400		$12,337,065	$12,735,576	$13,132,509	$13,579,950

Table 5
Panama City Beach, Florida
Water and Wastewater Rate Sufficiency Review

Projected Water Operating Expenses [1]

	Other Operating Expenses						
55	Contingency [3]	0	Calculated	0	0	0	0
56	Bad Debt Expense [3]	48,083	Calculated	49,358	50,364	51,342	52,291
57	Total Other Operating Expenses	$48,083		$49,358	$50,364	$51,342	$52,291
58	**Total Water System Operating Expenses**	$15,045,937		$15,484,707	$16,021,650	$16,564,879	$17,168,804

Footnotes:

[1] Budget amounts derived from Table 4, while the projected amounts beyond fiscal year 2021 are based on the escalation factors shown in Table 7.

[2] Amounts based on projections shown below:

Bay County Water Purchases	2021	2022	2023	2024	2025
Total Accounts	26,630	27,280	27,880	28,430	28,930
Percent Growth		2.44%	2.20%	1.97%	1.76%
Total Sales (kgals)	3,463,470	3,502,470	3,538,470	3,571,470	3,601,470
Percent Sales to Purchases	148%	148%	148%	148%	148%
Unbilled Water (kgals)	1,656,888	1,675,545	1,692,767	1,708,554	1,722,905
Total Purchases (kgals)	5,120,357	5,178,014	5,231,236	5,280,023	5,324,375
MGD	14.028	14.186	14.332	14.466	14.587
Debt Component:					
Assumed Debt Rate per 1,000	$0.000	$0.000	$0.000	$0.000	$0.000
Estimated Debt Component Payment	0.00%	0.00%	0.00%	0.00%	0.00%
Flow Component:					
Current Rate per 1,000 Gallons	$1.890	$1.890	$1.920	$1.960	$2.000
Inflationary Escalator (Lesser of CPI or 3%)	0.00%	1.70%	2.10%	2.20%	2.30%
Adjusted Bulk Sales Rate	$1.890	$1.920	$1.960	$2.000	$2.050
Estimated Variable Charges	$9,677,000	$9,942,000	$10,253,000	$10,560,000	$10,915,000
Annual Take-or-Pay Volume (kgals)	5,082,100	5,082,100	5,082,100	5,082,100	5,082,100
Take-or-Pay Shortfall (kgals)	0	0	0	0	0
Current Rate per 1,000 Gallons	$0.335	$0.335	$0.335	$0.335	$0.335
Plus Minimum Take-or-Pay Adjustment	$0	$0	$0	$0	$0
Total Estimated Charges	$9,677,000	$9,942,000	$10,253,000	$10,560,000	$10,915,000

[3] Amounts reflect a contingency of 0.00% to account for unforeseen transactions, and a 0.25% allowance for uncollectable accounts.

Table 6
Panama City Beach, Florida
Water and Wastewater Rate Sufficiency Review

Projected Wastewater Operating Expenses [1]

Line No.	Description	Amended Budget 2020	Escalation Reference	Adjusted 2021	Escalation Reference	Fiscal Year Ending September 30, 2022	2023	2024	2025
	Wastewater System Operating Expenses								
	Personnel Services								
1	Salaries Regular	$2,089,684	Labor	$2,638,200	Labor	$2,756,919	$2,880,980	$3,010,624	$3,146,103
2	Salaries No Pension	0	Labor	4,600	Labor	4,807	5,023	5,249	5,486
3	Salaries Overtime	155,080	Labor	159,300	Labor	166,469	173,960	181,788	189,968
4	Salaries Special	16,741	Labor	17,000	Labor	17,765	18,564	19,400	20,273
5	Vehicle Expense	1,755	GenInfl	1,600	GenInfl	1,627	1,661	1,698	1,737
6	Incentive Pay	10,215	Labor	4,200	Labor	4,389	4,587	4,793	5,009
7	Matching FICA	180,434	Labor	216,300	Labor	226,034	236,205	246,834	257,942
8	Retirement	160,426	Labor	211,900	Labor	221,436	231,400	241,813	252,695
9	Health Insurance	323,084	EmpIns	393,000	EmpIns	416,580	441,575	468,069	496,153
10	Dental Insurance	13,843	EmpIns	18,000	EmpIns	19,080	20,225	21,438	22,725
11	Life Insurance	5,162	EmpIns	20,600	EmpIns	21,836	23,146	24,535	26,007
12	Unemployment Compensation	0	Labor	5,000	Labor	5,225	5,460	5,706	5,963
13	Allocated Salaries / Benefits	0	Labor	30,000	Labor	31,350	32,761	34,235	35,776
14	Additional Personnel	0	Calculated	0	Calculated	0	0	0	0
15	Sick Leave Payout Adjustment	0	Calculated	(3,778)	Calculated	(25,600)	(30,603)	(34,792)	(42,371)
16	Total Personnel Services	$2,956,424		$3,715,922		$3,867,916	$4,044,944	$4,231,391	$4,423,464
	Operating Expenses								
17	Professional Legal	$12,387	Prof. Services	$30,000	Prof. Services	$30,900	$31,827	$32,782	$33,765
18	Professional Medical	2,820	Prof. Services	3,000	Prof. Services	3,090	3,183	3,278	3,377
19	Professional Engineering/Architect	3,811	Prof. Services	40,000	Prof. Services	41,200	42,436	43,709	45,020
20	Professional Laboratory Fees	69,415	Prof. Services	87,000	Prof. Services	89,610	92,298	95,067	97,919
21	Professional Surveying/Plat Review	700	Prof. Services	10,000	Prof. Services	10,300	10,609	10,927	11,255
22	Professional Other	155,617	Prof. Services	270,600	Prof. Services	278,718	287,080	295,692	304,563
23	Accounting and Auditing	15,180	Prof. Services	21,000	Prof. Services	21,630	22,279	22,947	23,636
24	Other Contractual Services	120,941	Prof. Services	180,000	Prof. Services	185,400	190,962	196,691	202,592
25	Travel and Per Diem	1,521	GenInfl	10,000	GenInfl	10,170	10,384	10,612	10,856
26	Communication Telephone	40,249	GenInfl	45,100	GenInfl	45,867	46,830	47,860	48,961
27	Communication Other	0	GenInfl	0	GenInfl	0	0	0	0
28	Communication Postage	0	GenInfl	29,000	GenInfl	29,493	30,112	30,775	31,483
29	Communication Freight/Express Chg	0	GenInfl	2,100	GenInfl	2,136	2,181	2,229	2,280
30	Utilities Electric	858,456	WW-Power	963,000	WW-Power	1,012,970	1,063,964	1,115,946	1,168,876
31	Utilities Waste Disposal	463,042	WWFlow	490,000	WWFlow	506,462	524,762	543,487	562,665
32	Rentals and Leases	22,223	GenInfl	27,000	GenInfl	27,459	28,036	28,652	29,311
33	Insurance Liability, Property, Etc.	153,791	GenIns	208,000	GenIns	218,400	229,320	240,786	252,825
34	Insurance Windstorm	29,194	GenIns	64,500	GenIns	67,725	71,111	74,667	78,400
35	Repairs and Maintenance Buildings	32,310	RM	36,000	RM	37,080	38,192	39,338	40,518
36	Repairs and Maintenance Mach and Equipmt	128,472	RM	225,000	RM	231,750	238,703	245,864	253,239
37	Repairs and Maintenance Meters	14,872	RM	21,000	RM	21,630	22,279	22,947	23,636
38	Repairs and Maintenance Fleet	9,805	RM	12,000	RM	12,360	12,731	13,113	13,506
39	Repairs and Maintenance Other	0	RM	850,000	RM	875,500	901,765	928,818	956,682
40	Printing and Binding	4,347	GenInfl	8,000	GenInfl	8,136	8,307	8,490	8,685
41	Promotional Activities	0	GenInfl	3,000	GenInfl	3,051	3,115	3,184	3,257
42	Other Current Charges	2,731	GenInfl	7,000	GenInfl	7,119	7,268	7,428	7,599
43	Office Supplies	7,342	GenInfl	9,000	GenInfl	9,153	9,345	9,551	9,770
44	Operating Supplies	258,037	GenInfl	260,100	GenInfl	264,522	270,077	276,018	282,367
45	Fuel, Oil and Lubricants	53,558	Fuel	68,000	Fuel	70,040	72,141	74,305	76,535
46	Sewer System Supplies	171,166	WW-Cust	193,000	WW-Cust	203,714	214,998	226,291	237,600
47	Chemicals	314,630	WW-Chem	378,000	WW-Chem	403,377	429,824	457,357	485,993
48	Meters	123,612	WW-Cust	147,000	WW-Cust	155,161	163,755	172,357	180,970
49	COVID-19	4,709	Eliminate	4,000	Eliminate	0	0	0	0
50	Books, Pubs and Memberships	1,573	GenInfl	4,000	GenInfl	4,068	4,153	4,245	4,342
51	Training and Education	6,773	GenInfl	20,000	GenInfl	20,340	20,767	21,224	21,712
52	Licenses	3,348	GenInfl	4,400	GenInfl	4,475	4,569	4,669	4,777
53	Permits and Fees	7,377	GenInfl	15,500	GenInfl	15,764	16,095	16,449	16,827
54	Total Operating Expenses	$3,094,008		$4,745,300		$4,928,769	$5,125,457	$5,327,755	$5,535,799
	Other Operating Expenses								
55	Contingency [2]	$0	Calculated	$0	Calculated	$0	$0	$0	$0
56	Bad Debt Expense [2]	35,823	Calculated	37,751	Calculated	40,140	42,401	44,720	47,098
57	Total Other Operating Expenses	$35,823		$37,751		$40,140	$42,401	$44,720	$47,098
58	**Total Wastewater System Operating Expenses**	$6,086,255		$8,498,973		$8,836,826	$9,212,802	$9,603,866	$10,006,361

Footnotes:

[1] Budget amounts derived from Table 4, while the projected amounts beyond fiscal year 2021 are based on the escalation factors shown in Table 7.

[2] Amounts reflect a contingency of 0.00% to account for unforeseen transactions, and a 0.25% allowance for uncollectable accounts.

Table 7
Panama City Beach, Florida
Water and Wastewater Rate Sufficiency Review

Projected Operating Expense Escalation Factors

Line No.	Escalation Factors	Escalation Reference	Fiscal Year Ending September 30, 2022	2023	2024	2025
	Operating Escalation Factors					
1	Constant Factor	Constant	1.0000	1.0000	1.0000	1.0000
2	General Inflation [*]	GenInfl	1.0170	1.0210	1.0220	1.0230
3	Labor Escalator	Labor	1.0450	1.0450	1.0450	1.0450
4	Employee Insurance	EmpIns	1.0600	1.0600	1.0600	1.0600
5	Insurance Escalator	GenIns	1.0500	1.0500	1.0500	1.0500
6	Electric	Electric	1.0350	1.0350	1.0350	1.0350
7	Chemicals	Chemicals	1.0500	1.0500	1.0500	1.0500
8	Repairs and Maintenance	RM	1.0300	1.0300	1.0300	1.0300
9	Water Electric Escalator	W-Power	1.0467	1.0456	1.0447	1.0437
10	Water Chemical/Utility Escalator	W-Chem	1.0618	1.0608	1.0598	1.0588
11	Water Customer Growth/Inflation Factor	W-Cust	1.0418	1.0435	1.0422	1.0410
12	Wastewater Electric Escalator	WW-Power	1.0519	1.0503	1.0489	1.0474
13	Wastewater Chemical/Utility Escalator	WW-Chem	1.0671	1.0656	1.0641	1.0626
14	Wastewater Customer Growth/Inflation Factor	WW-Cust	1.0555	1.0554	1.0525	1.0500
15	Water Flow + Inflation	WFlow	1.0568	1.0557	1.0547	1.0538
16	Wastewater Flow + Inflation	WWFlow	1.0336	1.0361	1.0357	1.0353
17	Reuse Water Sales Escalator	Reuse	1.0382	1.0339	1.0301	1.0265
18	Rate Revenue - Water	WRev	1.0265	1.0204	1.0194	1.0185
19	Rate Revenue - Wastewater	WWRev	1.0633	1.0563	1.0547	1.0532
20	Elimination Escalator	Eliminate	0.0000	0.0000	0.0000	0.0000
21	Calculated	Calculated	N/A	N/A	N/A	N/A
22	Water Customer Growth	WCG	1.0000	0.9231	0.9167	0.9091
23	Wastewater Customer Growth	WWCG	1.0000	0.9231	0.9167	0.9091
24	Professional and Contractual Services	Prof. Services	1.0300	1.0300	1.0300	1.0300
25	Fuel	Fuel	1.0300	1.0300	1.0300	1.0300

Footnotes:
[*] Based on *The Budget and Economic Outlook: 2020 to 2030* as updated in July, 2020.

Table 8
Panama City Beach, Florida
Water and Wastewater Rate Sufficiency Review

Projected Debt Service Payments

Line No.	Description	Allocation Percent Water	Allocation Percent Wastewater	Projected Fiscal Year Ending September 30, 2021	2022	2023	2024	2025
	EXISTING DEBT SERVICE							
	Utility Revenue Bonds, Series 2012 - Unrefunded							
1	Starting Balance - Principal Outstanding	68.43%	31.57%	$14,310,000	$13,340,000	$0	$0	$0
2	Plus: Interest			99,500	51,000	0	0	0
3	Less: Total Debt Service Payments			1,069,500	1,071,000	0	0	0
4	Less: Refunding from Utility Revenue Refunding Bond, Series 2020A			0	12,320,000	0	0	0
5	Balance End of Year			$13,340,000	$0	$0	$0	$0
	Utility Revenue Bonds, Series 2016							
6	Starting Balance - Principal Outstanding	19.88%	80.12%	$22,100,000	$0	$0	$0	$0
7	Plus: Interest			0	0	0	0	0
8	Less: Total Debt Service Payments			0	0	0	0	0
9	Less: Refunding from Utility Revenue Refunding Bond, Series 2020A			22,100,000	0	0	0	0
10	Balance End of Year			$0	$0	$0	$0	$0
	Utility Revenue Refunding Bond, Series 2020A							
11	Starting Balance - Principal Outstanding	19.88%	80.12%	$19,895,000	$19,340,000	$18,185,000	$17,010,000	$15,820,000
12	Plus: Interest			163,609	299,770	281,868	263,655	245,210
13	Less: Total Debt Service Payments			718,609	1,454,770	1,456,868	1,453,655	1,455,210
14	Balance End of Year			$19,340,000	$18,185,000	$17,010,000	$15,820,000	$14,610,000
	Utility Revenue Refunding Bond, Series 2020B							
15	Starting Balance - Principal Outstanding	68.43%	31.57%	$12,590,000	$12,560,000	$12,480,000	$11,330,000	$10,155,000
16	Plus: Interest			115,559	217,288	215,904	196,009	175,682
17	Less: Total Debt Service Payments			145,559	297,288	1,365,904	1,371,009	1,365,682
18	Balance End of Year			$12,560,000	$12,480,000	$11,330,000	$10,155,000	$8,965,000
	Revenue Certificate							
19	Starting Balance - Principal Outstanding	50.00%	50.00%	$2,128,443	$2,028,443	$1,928,443	$1,828,443	$1,728,443
20	Assumed Payments			100,000	100,000	100,000	100,000	100,000
21	Less: Payments from Impact Fees			100,000	100,000	100,000	100,000	100,000
22	Less: Total Debt Service Payments			0	0	0	0	0
23	Balance End of Year			$2,028,443	$1,928,443	$1,828,443	$1,728,443	$1,628,443
	Summary of Existing Debt Service - Total							
24	Starting Balance - Principal Outstanding			$71,023,443	$47,268,443	$32,593,443	$30,168,443	$27,703,443
25	Plus: Total Interest			478,667	668,058	597,772	559,664	520,892
26	Less: Grant Revenues			0	0	0	0	0
27	Less: Total (Net) Debt Service Payments			1,933,667	2,823,058	2,822,772	2,824,664	2,820,892
28	Total Balance End of Year			$69,568,443	$45,113,443	$30,368,443	$27,903,443	$25,403,443
	PROPOSED DEBT SERVICE							
	Proposed Debt							
29	Total Par Amount of Bonds	0.00%	100.00%					
30	Starting Balance - Principal Outstanding			$46,500,000	$46,500,000	$46,500,000	$46,500,000	$46,102,466
31	Plus: Interest			0	0	0	988,125	1,959,355
32	Less: Total Debt Service Payments			0	0	0	1,385,659	2,771,318
33	Balance End of Year			$46,500,000	$46,500,000	$46,500,000	$46,102,466	$45,290,502
	Summary of Proposed Debt Service - TOTAL							
34	Starting Balance - Principal Outstanding			$46,500,000	$46,500,000	$46,500,000	$46,500,000	$46,102,466
35	Plus: Total Interest			0	0	0	988,125	1,959,355
36	Less: Total Debt Service Payments			0	0	0	1,385,659	2,771,318
37	Total Balance End of Year			$46,500,000	$46,500,000	$46,500,000	$46,102,466	$45,290,502
	SUMMARY OF TOTAL DEBT SERVICE							
38	Starting Balance - Principal Outstanding			$117,523,443	$93,768,443	$79,093,443	$76,668,443	$73,805,909
39	Plus: Total Interest			478,667	668,058	597,772	1,547,789	2,480,246
40	Less: Grant Revenues			0	0	0	0	0
41	Less: Total (Net) Debt Service Payments			1,933,667	2,823,058	2,822,772	4,210,323	5,592,210
42	Total Balance End of Year			$116,068,443	$91,613,443	$76,868,443	$74,005,909	$70,693,945

Table 8
Panama City Beach, Florida
Water and Wastewater Rate Sufficiency Review

Projected Debt Service Payments

Line No.	Description	Allocation Percent Water	Allocation Percent Wastewater	Projected Fiscal Year Ending September 30, 2021	2022	2023	2024	2025
	WATER SYSTEM DEBT SERVICE							
	Total (Net) Debt Service Payments							
43	Utility Revenue Bonds, Series 2012 - Unrefunded	68.43%		$731,859	$732,885	$0	$0	$0
44	Utility Revenue Bonds, Series 2016	19.88%		0	0	0	0	0
45	Utility Revenue Refunding Bond, Series 2020A	19.88%		142,854	289,197	289,614	288,976	289,285
46	Utility Revenue Refunding Bond, Series 2020B	68.43%		99,606	203,434	934,688	938,181	934,536
47	Revenue Certificate	50.00%		0	0	0	0	0
48	Proposed Debt	0.00%		0	0	0	0	0
49	Total (Net) Debt Service Payments			$974,319	$1,225,517	$1,224,302	$1,227,157	$1,223,821
	WASTEWATER SYSTEM DEBT SERVICE							
	Total (Net) Debt Service Payments							
50	Utility Revenue Bonds, Series 2012 - Unrefunded		31.57%	$337,641	$338,115	$0	$0	$0
51	Utility Revenue Bonds, Series 2016		80.12%	0	0	0	0	0
52	Utility Revenue Refunding Bond, Series 2020A		80.12%	575,755	1,165,573	1,167,253	1,164,679	1,165,925
53	Utility Revenue Refunding Bond, Series 2020B		31.57%	45,953	93,854	431,216	432,828	431,146
54	Revenue Certificate		50.00%	0	0	0	0	0
55	Proposed Debt		100.00%	0	0	0	1,385,659	2,771,318
56	Total (Net) Debt Service Payments			$959,349	$1,597,541	$1,598,469	$2,983,166	$4,368,389
	TOTAL SYSTEM DEBT SERVICE							
	Total (Net) Debt Service Payments							
57	Utility Revenue Bonds, Series 2009 (Unrefunded Portion)			$0	$0	$0	$0	$0
58	Utility Revenue Bonds, Series 2012 - Unrefunded			1,069,500	1,071,000	0	0	0
59	Utility Revenue Bonds, Series 2016			0	0	0	0	0
60	Utility Revenue Refunding Bond, Series 2020A			718,609	1,454,770	1,456,868	1,453,655	1,455,210
61	Utility Revenue Refunding Bond, Series 2020B			145,559	297,288	1,365,904	1,371,009	1,365,682
62	Revenue Certificate			0	0	0	0	0
63	Proposed Debt			0	0	0	1,385,659	2,771,318
64	Total (Net) Debt Service Payments			$1,933,667	$2,823,058	$2,822,772	$4,210,323	$5,592,210
	OVERALL DEBT SERVICE ALLOCATION							
65	Water System (%)			50.39%	43.41%	43.37%	29.15%	21.88%
66	Wastewater System (%)			49.61%	56.59%	56.63%	70.85%	78.12%

Table 9
Panama City Beach, Florida
Water and Wastewater Rate Sufficiency Review

Projected Fund Balances and Interest Income for the Utilty System

Line No.	Description	Projected Fiscal Year Ending September 30, 2021	2022	2023	2024	2025
	Summary of Projected Ending Balances					
1	Operating Fund	$40,063,203	$29,565,619	$23,366,353	$10,940,650	$14,149,604
2	Utility Deposits	1,501,904	1,501,904	1,501,904	1,501,904	1,501,904
3	Water Sinking Fund	1,608,729	966,834	1,411,529	1,411,386	2,105,162
4	Impact Fee Fund	18,973,702	16,618,452	16,787,452	15,933,452	6,980,452
5	Construction Fund	0	0	0	36,101,500	0
6	Debt Service Reserve Fund	1,071,000	0	0	0	0
7	Total Projects End of Year Fund Balances	$63,218,538	$48,652,808	$43,067,238	$65,888,892	$24,737,122
	OPERATING FUND					
8	Beginning Balance	$64,242,522	$40,063,203	$29,565,619	$23,366,353	$10,940,650
9	Transfers In From Water System Operations	19,233,276	19,743,063	20,145,452	20,536,663	20,916,240
10	Transfers In From Wastewater System Operations	15,100,426	16,056,195	16,960,364	17,887,958	18,839,088
11	Transfers In From Debt Service Reserve Release	0	1,071,000	0	0	0
12	Transfers Out From Water System Operations	28,275,540	26,993,964	28,179,289	22,742,237	20,773,315
13	Transfers Out From Wastewater System Operations	26,722,059	21,908,911	17,266,476	29,799,525	18,925,652
14	Transfers Out - CIP	0	250,000	729,800	2,326,500	1,995,000
15	Year-end Deposit to Reserves for Capital	1,708,229	1,785,032	2,870,484	4,017,938	5,147,593
16	Interest Rate	0.50%	0.50%	0.50%	0.50%	0.50%
17	Interest Income	274,000	174,000	132,000	86,000	63,000
	Transfer of Interest Income					
18	To Revenue Fund	274,000	174,000	132,000	86,000	63,000
19	Adjustment for Prior Period Expenditures	(5,223,650)	0	0	0	0
20	Ending Balance	$40,063,203	$29,565,619	$23,366,353	$10,940,650	$14,149,604
21	Days of O&M	621.1	443.7	338.0	152.6	190.0
22	Days of Gross Revenue Requirements	257.9	216.4	184.0	74.8	127.4
23	Percent Allocable to Water	56.02%	55.15%	54.29%	53.45%	52.61%
24	Amount Allocable to Water	$153,491	$95,960	$71,665	$45,964	$33,146
25	Amount Allocable to Wastewater	$120,509	$78,040	$60,335	$40,036	$29,854
	UTILITY DEPOSITS					
26	Beginning Balance	$1,472,839	$1,501,904	$1,501,904	$1,501,904	$1,501,904
27	Transfers In	0	0	0	0	0
28	Transfers Out	0	0	0	0	0
29	Interest Rate	0.00%	0.00%	0.00%	0.00%	0.00%
29	Interest Income	0	0	0	0	0
	Transfer of Interest Income					
30	To Revenue Fund	0	0	0	0	0
30	Adjustment for Prior Period Deposits	29,065	0	0	0	0
31	Ending Balance	$1,501,904	$1,501,904	$1,501,904	$1,501,904	$1,501,904
	Unrestricted Interest Income					
32	Percent Allocable to Water	50.00%	50.00%	50.00%	50.00%	50.00%
33	Amount Allocable to Water	$0	$0	$0	$0	$0
34	Amount Allocable to Wastewater	$0	$0	$0	$0	$0

Table 9
Panama City Beach, Florida
Water and Wastewater Rate Sufficiency Review

Projected Fund Balances and Interest Income for the Utilty System

Line No.	Description	Projected Fiscal Year Ending September 30, 2021	2022	2023	2024	2025
	Summary of Projected Ending Balances					
	WATER SINKING FUND ACCOUNT					
35	Beginning Balance	$1,608,729	$966,834	$1,411,529	$1,411,386	$2,105,162
36	Sinking Fund Deposit	$1,933,667	$2,823,058	$2,822,772	$4,210,323	$5,592,210
37	Average Balance	966,834	1,411,529	1,411,386	2,105,162	2,796,105
38	Interest Rate	0.50%	0.50%	0.50%	0.50%	0.50%
39	Interest Income	8,000	5,000	7,000	7,000	11,000
	Transfer of Interest Income					
40	To Revenue Fund	8,000	5,000	7,000	7,000	11,000
41	Percent Allocable to Water	50.39%	43.41%	43.37%	29.15%	21.88%
42	Amount Allocable to Water	$4,031	$2,171	$3,036	$2,040	$2,407
43	Amount Allocable to Wastewater	$3,969	$2,829	$3,964	$4,960	$8,593
	IMPACT FEE FUND					
44	Beginning Balance	$21,156,939	$18,973,702	$16,618,452	$16,787,452	$15,933,452
45	Transfers In - Water	362,050	472,550	436,200	399,850	363,500
46	Transfers In - Wastewater	1,942,850	3,008,200	2,776,800	2,545,400	2,314,000
47	Transfers Out - Water CIP	595,000	3,750,000	612,500	725,000	4,750,000
48	Transfers Out - Wastewater CIP	3,811,558	2,075,000	2,414,500	3,056,250	6,837,500
49	Payment of Developer Revenue Certificates	100,000	100,000	100,000	100,000	100,000
50	Interest Rate	0.50%	0.50%	0.50%	0.50%	0.50%
51	Interest Income	100,000	89,000	83,000	82,000	57,000
	Transfer of Interest Income					
52	To Revenue Fund	0	0	0	0	0
53	Adjustment for Prior Period Expenditures	(81,579)	0	0	0	0
54	Ending Balance	$18,973,702	$16,618,452	$16,787,452	$15,933,452	$6,980,452
	Unrestricted Interest Income					
55	Percent Allocable to Water	11.77%	11.77%	11.77%	11.77%	11.77%
56	Amount Allocable to Water	$11,770	$10,475	$9,769	$9,651	$6,709
57	Amount Allocable to Wastewater	$88,230	$78,525	$73,231	$72,349	$50,291
	DEBT SERVICE RESERVE FUND					
58	Beginning Balance	$3,224,330	$1,071,000	$0	$0	$0
59	Transfers In - Proposed Debt	0	0	0	0	0
60	Transfers Out - Release of Debt Service Reserve for Refundi	2,153,330	1,071,000	0	0	0
61	Interest Rate	0.50%	0.50%	0.50%	0.50%	0.50%
62	Interest Income	11,000	3,000	0	0	0
	Transfer of Interest Income					
63	To Revenue Fund	11,000	3,000	0	0	0
64	Ending Balance	$1,071,000	$0	$0	$0	$0
	Unrestricted Interest Income					
65	Percent Allocable to Water	50.39%	43.41%	43.37%	29.15%	21.88%
66	Amount Allocable to Water	$5,543	$1,302	$0	$0	$0
67	Amount Allocable to Wastewater	$5,457	$1,698	$0	$0	$0

Table 9
Panama City Beach, Florida
Water and Wastewater Rate Sufficiency Review

Projected Fund Balances and Interest Income for the Utilty System

Line No.	Description	Projected Fiscal Year Ending September 30, 2021	2022	2023	2024	2025
	Summary of Projected Ending Balances					
	CONSTRUCTION FUND					
68	Beginning Balance	$0	$0	$0	$0	$36,101,500
69	Transfers In - Proposed Debt	0	0	0	45,101,500	0
70	Transfers Out - Capital Expenditures	0	0	0	9,000,000	36,101,500
71	Interest Rate	0.00%	0.00%	0.00%	0.00%	0.00%
72	Interest Income	0	0	0	0	0
	Transfer of Interest Income					
73	To Revenue Fund	0	0	0	0	0
74	Ending Balance	$0	$0	$0	$36,101,500	$0
	Unrestricted Interest Income					
75	Percent Allocable to Water	19.88%	19.88%	19.88%	19.88%	19.88%
76	Amount Allocable to Water	$0	$0	$0	$0	$0
77	Amount Allocable to Wastewater	$0	$0	$0	$0	$0
	INTEREST INCOME					
	Unrestricted Interest Income					
78	Amount Allocable to Water	$163,065	$99,433	$74,701	$48,004	$35,553
79	Amount Allocable to Wastewater	129,935	82,567	64,299	44,996	38,447
80	Total Unrestricted Interest Income	$293,000	$182,000	$139,000	$93,000	$74,000
	Restricted Interest Income					
81	Amount Allocable to Water	$11,770	$10,475	$9,769	$9,651	$6,709
82	Amount Allocable to Wastewater	88,230	78,525	73,231	72,349	50,291
83	Total Restricted Interest Income	$100,000	$89,000	$83,000	$82,000	$57,000
84	**TOTAL INTEREST INCOME**	$393,000	$271,000	$222,000	$175,000	$131,000

Table 10
Panama City Beach, Florida
Water and Wastewater Rate Sufficiency Review

Projected Capital Improvement Plan Funding

Line No.	Description	Escalation Factors	Adjusted Funding Plan	Projected Fiscal Year Ending September 30, 2021	2022	2023	2024	2025	Totals
	CIP Escalation Factor Alternatives								
	General Project Escalators								
1	No Assumed Escalation	None		1.000	1.000	1.000	1.000	1.000	
2	ENR Index Average (3.0% a year)	ENR		1.030	1.061	1.093	1.126	1.160	
3	Marginal Increase (1.0% a year)	Marginal		1.010	1.020	1.030	1.040	1.050	
4	High Increase (5.0% a year)	High		1.050	1.103	1.158	1.216	1.277	
5	Estimated Inflation (2.5% a year)	Inflation		1.025	1.051	1.077	1.104	1.132	
	Uses of Funds:								
	Water System Capital Improvements								
6	CRA SR 79 Water Main Relocations & Reclaimed	None	WRev	$0	$0	$0	$0	$0	$0
7	Utilities Admin & Support Bldgs (58% W, 42% WW)	None	WRev	2,266,676	1,711,118	0	0	0	3,977,794
8	Utilities Admin & Support Bldgs (58% W, 42% WW) (Split Funding)	None	W-Imp	300,000	0	0	0	0	300,000
9	800 mHz Radio System	None	WRev	0	0	0	0	0	0
10	Rose Lane Avenue B & C Watermain Improvements	None	WRev	892,672	0	0	0	0	892,672
11	Rose Lane Avenue B & C Watermain Improvements (Split Funding)	None	W-Imp	30,000	0	0	0	0	30,000
12	West End Ground Storage PS and Tank	None	WRev	0	0	3,630,000	0	0	3,630,000
13	West End Ground Storage PS and Tank (Split Funding)	None	W-Imp	200,000	3,500,000	0	0	0	3,700,000
14	West End Transmission Main	None	WRev	0	125,000	437,500	0	0	562,500
15	West End Transmission Main (Split Funding)	None	W-Imp	0	0	12,500	475,000	4,500,000	4,987,500
16	Water Service Replacements Phase II	None	WRev	0	525,000	52,500	0	0	577,500
17	Woodlawn Water System Improvements	None	WRev	483,150	0	0	0	0	483,150
18	Automated Water Meter Reading/ Billing Upgrades	None	WRev	250,000	3,400,000	3,400,000	0	0	7,050,000
19	North Lagoon Watermain	None	WRev	0	0	125,000	892,500	0	1,017,500
20	North Lagoon Watermain (Split Funding)	None	W-Imp	0	0	75,000	0	0	75,000
21	Holly St Transmission Main	None	WRev	0	0	137,000	1,043,000	0	1,180,000
22	Holly St Transmission Main (Split Funding)	None	W-Imp	0	0	200,000	0	0	200,000
23	Thomas/Beach Drive Utility Improvements - Phases 1&2	None	WRev	2,922,229	0	0	0	0	2,922,229
24	Bid-A-Wee Subdiv Water Main Replacements	None	WRev	1,206,912	0	0	0	0	1,206,912
25	Bid-A-Wee Subdiv Water Main Replacements (Split Funding)	None	W-Imp	65,000	0	0	0	0	65,000
26	Laguna Beach Water System Improvements	None	WRev	0	0	50,000	690,000	0	740,000
27	Laguna Beach Water System Improvements (Split Funding)	None	W-Imp	0	0	75,000	0	0	75,000
28	CRA Segment 2 Water Main Relocations	None	WRev	0	0	0	0	0	0
29	CRA Segment 3 Water Main Relocations	None	WRev	1,520,468	0	0	0	0	1,520,468
30	CRA Segment 4.1 Water Main Relocations	None	WRev	704,660	1,056,990	0	0	0	1,761,650
31	CRA Segment 4.2 Water Main Relocations	None	WRev	633,158	959,330	326,172	0	0	1,918,660
32	CRA Segment 4.3 Water Main Relocations	None	WRev	177,607	482,077	1,268,623	608,939	0	2,537,246
33	CRA Powell Adamas South Water Mains	None	WRev	50,000	410,000	0	0	0	460,000
34	System Extensions/Loops	None	WOperating	0	250,000	250,000	250,000	250,000	1,000,000
35	System Extensions/Loops (Split Funding)	None	W-Imp	0	250,000	250,000	250,000	250,000	1,000,000
36	Fiber Optic Installation on Gulf Blvd	None	WRev	0	0	0	0	0	0
37	SR 79 to West End PS Supply Main	None	WRev	125,000	450,000	460,000	0	0	1,035,000
38	Buildings	None	WRev	0	0	0	0	0	0
39	Land	None	WRev	0	0	0	0	0	0

Table 10
Panama City Beach, Florida
Water and Wastewater Rate Sufficiency Review

Projected Capital Improvement Plan Funding

Line No.	Description	Escalation Factors	Adjusted Funding Plan	Projected Fiscal Year Ending September 30, 2021	2022	2023	2024	2025	Totals
40	Improvements	None	WRev	100,000	100,000	100,000	100,000	100,000	500,000
41	Machinery and Equipment	None	WRev	250,000	250,000	250,000	250,000	250,000	1,250,000
42	PCB Pkwy Walton Co. Line to Heather	None	WRev	42,000	0	0	0	0	42,000
43	PCB Pkwy Lantana St. to R. Jackson Blvd	None	WRev	0	500,000	0	0	0	500,000
44	PCB Pkwy Mandy Ln. to Argonaut St.	None	WRev	750,000	0	0	0	0	750,000
45	PCB Pkwy R. Jackson Blvd. to Hathaway Bridge	None	WRev	0	250,000	0	0	0	250,000
46	Departmental Capital Outlay	None	WRev	39,698	39,698	39,698	39,698	39,698	238,187
47	Water System Capital Improvements			$13,009,230	$14,259,213	$11,138,993	$4,599,137	$5,389,698	$48,435,968
	Wastewater System Capital Improvements								
48	Gravity Sewer Rehabilitation	None	WWRev	$650,000	$100,000	$1,500,000	$1,156,051	$0	$3,406,051
49	New WWTP site to Griffin Blvd Connection	None	WWRev	1,048,980	0	0	0	0	1,048,980
50	Utilities Admin & Support Bldgs (58% W, 42% WW)	None	WWRev	1,026,636	1,224,389	0	0	0	2,251,025
51	Utilities Admin & Support Bldgs (58% W, 42% WW)(Split Funding)	None	WW-Imp	812,364	0	0	0	0	812,364
52	800 mHz Radio System	None	WWRev	0	0	0	0	0	0
53	Bay Pkwy to Nautilus Forcemain and Reclaimed Main	None	WW-Imp	968,194	0	0	0	0	968,194
54	Thomas/Beach Drive Utility Improvemts Phases 1 & 2	None	WWRev	2,149,598	0	0	0	0	2,149,598
55	South Lagoon to North Lagoon Subaqueous Crossing	None	WWRev	0	0	150,000	568,750	0	718,750
56	South Lagoon to North Lagoon Subaqueous Crossing (Split Funding)	None	WW-Imp	0	0	0	718,750	0	718,750
57	LS #74 (Jamaican) Replacement	None	WWRev	80,000	1,010,000	0	0	0	1,090,000
58	LS #74 (Jamaican) Replacement (Split Funding)	None	WW-Imp	120,000	0	0	0	0	120,000
59	LS #19 (Wildwood) Replacement	None	WWRev	0	20,000	695,000	0	0	715,000
60	LS #19 (Wildwood) Replacement (Split Funding)	None	WW-Imp	0	0	90,000	0	0	90,000
61	SR 79 Reclaimed Transmission Main	None	WWRev	0	0	50,000	1,086,000	0	1,136,000
62	SR 79 Reclaimed Transmission Main (Split Funding)	None	WW-Imp	0	0	0	1,000,000	0	1,000,000
63	SR 79 Reclaimed Transmission Main (Split Funding)	None	SGrant	0	0	750,000	0	0	750,000
64	PCB Pkwy/Cauley Reclaimed Transmission Main	None	WWRev	156,880	0	0	0	0	156,880
65	PCB Pkwy/Cauley Reclaimed Transmission Main (Split Funding)	None	WW-Imp	600,000	0	0	0	0	600,000
66	PCB Pkwy/Cauley Reclaimed Transmission Main (Split Funding)	None	SGrant	500,000	0	0	0	0	500,000
67	LS #73 (Cobb) Replacement	None	WWRev	0	0	0	0	0	0
68	LS #73 (Cobb) Replacement (Split Funding)	None	WW-Imp	300,000	0	0	0	0	300,000
69	LS #73 (Cobb) Replacement (Split Funding)	None	WWRev	450,000	1,837,500	0	0	0	2,287,500
70	CRA Segment 2 Sewer Main Relocations	None	WWRev	0	0	0	0	0	0
71	CRA Segment 3 Sewer Main Relocations	None	WWRev	1,580,700	0	0	0	0	1,580,700
72	CRA Segment 4.1 Sewer Main Relocations	None	WWRev	700,260	1,050,390	0	0	0	1,750,650
73	CRA Segment 4.2 Sewer Main Relocations	None	WWRev	633,158	959,330	326,172	0	0	1,918,660
74	CRA Segment 4.3 Sewer Main Relocations	None	WWRev	177,611	482,087	1,268,650	608,952	0	2,537,300
75	CRA Powell Adamas South Water Mains	None	WWRev	70,000	620,000	0	0	0	690,000
76	LS #4 (Driftwood) Replacement	None	WWRev	3,041,000	0	0	0	0	3,041,000
77	LS #4 (Driftwood) Replacement (Split Funding)	None	WW-Imp	250,000	0	0	0	0	250,000
78	Primary LS Upgrades/Odor Control	None	WWRev	1,138,000	0	0	0	0	1,138,000
79	Primary LS Upgrades/Odor Control (Split Funding)	None	WW-Imp	561,000	0	0	0	0	561,000
80	Secondary LS Upgrades/Odor Control	None	WWRev	100,000	175,000	175,000	175,000	175,000	800,000

Table 10
Panama City Beach, Florida
Water and Wastewater Rate Sufficiency Review

Projected Capital Improvement Plan Funding

Line No.	Description	Escalation Factors	Adjusted Funding Plan	Projected Fiscal Year Ending September 30, 2021	2022	2023	2024	2025	Totals
81	Secondary LS Upgrades/Odor Control (Split Funding)	None	WW-Imp	0	75,000	75,000	75,000	75,000	300,000
82	WW/RW System Extensions/Loops	None	SOperating	0	0	87,500	87,500	87,500	262,500
83	WW/RW System Extensions/Loops (Split Funding)	None	WW-Imp	0	0	262,500	262,500	262,500	787,500
84	Conservation Park Water Crossing Improvements	None	WWRev	310,000	0	0	0	0	310,000
85	Grand Lagoon Sewer Phases 2-7	None	WWRev	0	0	0	0	0	0
86	Grand Lagoon Sewer Phases 2-7 (Split Funding)	None	WW-Imp	200,000	1,500,000	0	0	0	1,700,000
87	Grand Lagoon Sewer Phases 2-7 (Split Funding)	None	SGrant	0	0	5,000,000	5,000,000	1,300,000	11,300,000
88	Grand Lagoon Sewer Phases 2-7 (Split Funding)	None	Senior2	0	0	0	0	9,661,500	9,661,500
89	Laguna Beach Sewer Phases 1-3	None	WWRev	0	0	0	0	0	0
90	Laguna Beach Sewer Phases 1-3 (Split Funding)	None	WW-Imp	0	500,000	1,237,000	0	0	1,737,000
91	Laguna Beach Sewer Phases 1-3 (Split Funding)	None	SGrant	0	0	1,763,000	3,000,000	1,037,000	5,800,000
92	Laguna Beach Sewer Phases 1-3 (Split Funding)	None	Senior2	0	0	0	0	4,043,000	4,043,000
93	New WWTP 4 MGD Phase I	None	Senior2	0	0	0	9,000,000	22,397,000	31,397,000
94	New WWTP 4 MGD Phase I (Split Funding)	None	WW-Imp	0	0	750,000	1,000,000	6,500,000	8,250,000
95	New WWTP 4 MGD Phase I (Split Funding)	None	WWRev	468,000	780,000	250,000	10,000,000	0	11,498,000
96	New WWTP 2 Influent Transmission Main	None	SOperating	0	0	392,300	1,989,000	1,657,500	4,038,800
97	New WWTP 2 Reclaimed Transmission Main	None	WWRev	0	0	328,400	1,365,500	1,638,600	3,332,500
98	Buildings	None	WWRev	0	0	0	0	0	0
99	Land	None	WWRev	0	0	0	0	0	0
100	Improvements	None	WWRev	100,000	100,000	100,000	100,000	100,000	500,000
101	Machinery and Equipment	None	WWRev	250,000	250,000	250,000	250,000	250,000	1,250,000
102	PCB Pkwy Walton Co. Line to Heather	None	WWRev	658,000	0	0	0	0	658,000
103	PCB Pkwy Lantana St. to R. Jackson Blvd	None	WWRev	0	1,500,000	0	0	0	1,500,000
104	PCB Pkwy Mandy Ln. to Argonaut St.	None	WWRev	2,250,000	0	0	0	0	2,250,000
105	PCB Pkwy R. Jackson Blvd. to Hathaway Bridge	None	WWRev	0	500,000	0	0	0	500,000
106	Departmental Capital Outlay	None	WWRev	59,139	59,139	59,139	59,139	59,139	354,835
107	Wastewater System Capital Improvements			$21,409,520	$12,742,835	$15,559,661	$37,502,142	$49,243,739	$136,517,037
108	**Total Uses of Funds**			$34,418,750	$27,002,048	$26,698,654	$42,101,279	$54,633,437	$184,953,005

Table 10
Panama City Beach, Florida
Water and Wastewater Rate Sufficiency Review

Projected Capital Improvement Plan Funding

Line No.	Description	Escalation Factors	Adjusted Funding Plan	Projected Fiscal Year Ending September 30, 2021	2022	2023	2024	2025	Totals
	Sources of Funds:								
	Water System Funding Sources								
109	Water Impact Fees		W-Imp	$595,000	$3,750,000	$612,500	$725,000	$4,750,000	$10,432,500
110	Water Rate Revenue		WRev	12,414,230	10,259,213	10,276,493	3,624,137	389,698	36,963,771
111	Operating Reserve Fund		WOperating	0	250,000	250,000	250,000	250,000	1,000,000
112	Other - Grants		WGrant	0	0	0	0	0	0
113	Proposed Debt		Senior2	0	0	0	0	0	0
114	Total Water System Funding Sources			$13,009,230	$14,259,213	$11,138,993	$4,599,137	$5,389,698	$48,396,271
	Wastewater System								
115	Wastewater Impact Fees		WW-Imp	$3,811,558	$2,075,000	$2,414,500	$3,056,250	$6,837,500	$18,194,808
116	Wastewater Rate Revenue		WWRev	17,097,962	10,667,835	5,152,361	15,369,392	2,222,739	50,510,290
117	Operating Reserve Fund		SOperating	0	0	479,800	2,076,500	1,745,000	4,301,300
118	Other - Grants		SGrant	500,000	0	7,513,000	8,000,000	2,337,000	18,350,000
119	Proposed Debt		Senior2	0	0	0	9,000,000	36,101,500	45,101,500
120	Total Wastewater System Funding Sources			$21,409,520	$12,742,835	$15,559,661	$37,502,142	$49,243,739	$136,457,898
	Total System Funding Sources								
121	Water & Wastewater Impact Fees		Impact	$4,406,558	$5,825,000	$3,027,000	$3,781,250	$11,587,500	$28,627,308
122	Water & Wastewater Rate Revenue		Revenue	29,512,192	20,927,048	15,428,854	18,993,529	2,612,437	87,474,060
123	Operating Reserve Fund		Operating	0	250,000	729,800	2,326,500	1,995,000	5,301,300
124	Other - Grants		Grant	500,000	0	7,513,000	8,000,000	2,337,000	18,350,000
125	Proposed Debt		Senior2	0	0	0	9,000,000	36,101,500	45,101,500
126	Total System Funding Sources			$34,418,750	$27,002,048	$26,698,654	$42,101,279	$54,633,437	$184,854,168

Table 11
Panama City Beach, Florida
Water and Wastewater Rate Sufficiency Review

Projected Water and Wastewater Rate Revenues [1] [2]

Line No.	Description	Projected Fiscal Year Ending September 30, 2021	2022	2023	2024	2025
1	**WATER SYSTEM**	2.50%	2.44%	2.20%	1.97%	1.76%
2	New Accounts	650	650	600	550	500
3	Total Accounts	26,630	27,280	27,880	28,430	28,930
4	Total Units	52,694	53,344	53,944	54,494	54,994
5	Sales per Account	10.84	10.70	10.58	10.47	10.37
6	Total Sales (kgal)	3,463,470	3,502,470	3,538,470	3,571,470	3,601,470
7	Revenue per Kgal	$5.58	$5.58	$5.58	$5.58	$5.58
8	Projected Water Revenues	$19,329,925	$19,547,588	$19,748,507	$19,932,683	$20,100,115
9	Adjustments - Covid-19 / Other	(96,650)	0	0	0	0
10	Adjusted Projected Water Revenues	$19,233,276	$19,547,588	$19,748,507	$19,932,683	$20,100,115
	WASTEWATER SYSTEM					
11	New Accounts	650	650	600	550	500
12	Total Accounts	17,163	17,813	18,413	18,963	19,463
13	Total Units	42,243	42,243	42,243	42,243	42,243
14	Sales per Account	11.60	11.36	11.16	10.98	10.82
15	Total Sales	2,389,836	2,428,836	2,464,836	2,497,836	2,527,836
16	Revenue per Kgal	$5.95	$5.95	$5.95	$5.95	$5.95
17	Projected Wastewater Revenues	$14,219,848	$14,451,904	$14,666,109	$14,862,463	$15,040,967
18	Adjustments - Covid-19 / Other	(71,099)	0	0	0	0
19	Adjusted Projected Wastewater Revenues	$14,148,749	$14,451,904	$14,666,109	$14,862,463	$15,040,967
	REUSE SYSTEM					
20	New Accounts	390	390	360	330	300
21	Total Accounts	2,834	3,224	3,584	3,914	4,214
22	Total Units	N/A	N/A	N/A	N/A	N/A
23	Sales per Account	18.03	16.45	15.30	14.44	13.76
24	Total Sales	613,236	636,636	658,236	678,036	696,036
25	Revenue per Kgal	$1.07	$1.07	$1.07	$1.07	$1.07
26	Projected Reuse Revenues	$658,885	$684,026	$707,234	$728,508	$747,848
27	Adjustments - Covid-19 / Other	(3,294)	0	0	0	0
28	Adjusted Projected Reuse Revenues	$655,590	$684,026	$707,234	$728,508	$747,848
29	**TOTAL SYSTEM REVENUES**	$33,995,261	$34,636,127	$35,072,851	$35,473,182	$35,837,118

Footnotes begin on page 2 of 2.

Footnotes:

[1] Amounts based on 2017 through 2020 actual results as provided by the City.

[2] Historical and projected rate revenues are summarized as follows:

Description	2021	2022	2023	2024	2025
Water System					
Projected Water Revenues from User Rates					
Existing Revenues	$18,783,754	$18,783,754	$18,783,754	$18,783,754	$18,783,754
Additional Revenues from Growth (Cumulative)	449,521	763,833	964,752	1,148,928	1,316,361
Total Projected Water Revenues from User Rates	$19,233,276	$19,547,588	$19,748,507	$19,932,683	$20,100,115
Wastewater System					
Projected Wastewater Revenues from User Rates					
Existing Revenues	$13,498,554	$13,498,554	$13,498,554	$13,498,554	$13,498,554
Additional Revenues from Growth (Cumulative)	650,195	953,350	1,167,555	1,363,909	1,542,413
Total Projected Wastewater Revenues from User Rates	$14,148,749	$14,451,904	$14,666,109	$14,862,463	$15,040,967
Reclaimed Water System					
Projected Wastewater Revenues from User Rates					
Existing Revenues	$580,736	$580,736	$580,736	$580,736	$580,736
Additional Revenues from Growth (Cumulative)	32,500	55,900	77,500	97,300	115,300
Total Projected Wastewater Revenues from User Rates	$613,236	$636,636	$658,236	$678,036	$696,036

Table 12
Panama City Beach, Florida
Water and Wastewater Rate Sufficiency Review

Projected Water and Wastewater Miscellaneous Revenues

Line No.	Description	Adjusted 2021	Escalation Reference	Fiscal Year Ending September 30, 2022	2023	2024	2025
1	**WATER SYSTEM**						
2	State Grants NWFL Mgmt Reclaimed	$0	Eliminate	$0	$0	$0	$0
3	Water Tap on Fee	275,000	WCG	182,209	182,209	168,193	167,025
4	Sewer Tap on Fee	0	Constant	0	0	0	0
5	Sewer System Supplies	0	Constant	0	0	0	0
6	Private LS Pump Outs	0	Constant	0	0	0	0
7	Reuse Water Sales	0	Constant	0	0	0	0
8	Reactivation/Reset Fee	46,015	Constant	46,015	46,015	46,015	46,015
9	Leachate	0	Constant	0	0	0	0
10	Charges for Printed Materials	0	Constant	0	0	0	0
11	Penalties/Late Payments	179,278	Constant	179,278	179,278	179,278	179,278
12	Interest Earnings Unrestricted	0	Eliminate	0	0	0	0
13	Interest Earnings Restricted	0	Eliminate	0	0	0	0
14	Unrealized Gains (Losses)	0	Eliminate	0	0	0	0
15	Water Impact Fees	0	Eliminate	0	0	0	0
16	Sewer Impact Fees	0	Eliminate	0	0	0	0
17	Proceeds from Asset Dispositions	11,952	Eliminate	0	0	0	0
18	Surplus Materials and Scrap	4,482	Constant	4,482	4,482	4,482	4,482
19	Administrative Fees	11,055	Constant	11,055	11,055	11,055	11,055
20	Engineering Review Fees Water & Sewer	17,500	Constant	17,500	17,500	17,500	17,500
21	Miscellaneous	12,500	Constant	12,500	12,500	12,500	12,500
22	Total Water Other Operating Revenue	$557,782		$453,039	$453,039	$439,023	$437,855
23	**WASTEWATER SYSTEM**						
24	State Grants NWFL Mgmt Reclaimed	$494,900	Eliminate	$0	$0	$0	$0
25	Water Tap on Fee	0	W-Cust	0	0	0	0
26	Sewer Tap on Fee	55,000	WWCG	26,088	26,088	24,081	23,914
27	Sewer System Supplies	0	Constant	0	0	0	0
28	Private LS Pump Outs	500	Constant	500	500	500	500
29	Reuse Water Sales	0	Eliminate	0	0	0	0
30	Reactivation/Reset Fee	30,985	Constant	30,985	30,985	30,985	30,985
31	Leachate	100,000	Constant	100,000	100,000	100,000	100,000
32	Charges for Printed Materials	0	Constant	0	0	0	0
33	Penalties/Late Payments	120,722	Constant	120,722	120,722	120,722	120,722
34	Interest Earnings Unrestricted	0	Eliminate	0	0	0	0
35	Interest Earnings Restricted	0	Eliminate	0	0	0	0
36	Unrealized Gains (Losses)	0	Eliminate	0	0	0	0
37	Water Impact Fees	0	Constant	0	0	0	0
38	Sewer Impact Fees	0	Eliminate	0	0	0	0
39	Proceeds from Asset Dispositions	8,048	Eliminate	0	0	0	0
40	Surplus Materials and Scrap	3,018	Constant	3,018	3,018	3,018	3,018
41	Administrative Fees	7,445	Constant	7,445	7,445	7,445	7,445
42	Engineering Review Fees Water & Sewer	17,500	Constant	17,500	17,500	17,500	17,500
43	Miscellaneous	12,500	Constant	12,500	12,500	12,500	12,500
44	Total Wastewater Other Operating Revenue	$850,618		$318,758	$318,758	$316,751	$316,584
45	Total Combined Other Operating Revenue	$1,408,400		$771,796	$771,796	$755,774	$754,438

Table 13
Panama City Beach, Florida
Water and Wastewater Rate Sufficiency Review

Existing and Proposed Water and Wastewater Rates - City Service Area [1] [2]

Line No.	Description	Existing Oct.1, 2020	Proposed Rates Effective Oct.1, 2021	Oct.1, 2022	Oct.1, 2023	Oct.1, 2024
	Water System:					
1	Proposed Water Rate Increase	N/A	1.00%	1.00%	1.00%	1.00%
	Minimum Monthly Charge:					
	Meter Size					
2	5/8"	$17.10	$17.27	$17.44	$17.61	$17.79
3	3/4"	17.10	17.27	17.44	17.61	17.79
4	1"	25.69	25.95	26.21	26.47	26.73
5	1-1/2"	49.67	50.17	50.67	51.18	51.69
6	2"	94.15	95.09	96.04	97.00	97.97
7	3"	146.56	148.03	149.51	151.01	152.52
8	4"	191.38	193.29	195.22	197.17	199.14
9	6"	463.83	468.47	473.15	477.88	482.66
10	Motels and Hotels (per unit)	$13.69	$13.83	$13.97	$14.11	$14.25
11	Apartments and Condominiums (per unit)	17.10	17.27	17.44	17.61	17.79
12	Campgrounds (per site)	4.47	4.51	4.56	4.61	4.66
	Volumetric Charge:					
13	per 1,000 gallons	$3.27	$3.30	$3.33	$3.36	$3.39

Table 13
Panama City Beach, Florida
Water and Wastewater Rate Sufficiency Review

Existing and Proposed Water and Wastewater Rates - City Service Area [1] [2]

Line No.	Description	Existing Oct.1, 2020	Proposed Rates Effective Oct.1, 2021	Oct.1, 2022	Oct.1, 2023	Oct.1, 2024
	Wastewater System:					
14	Proposed Wastewater Rate Increase	N/A	4.00%	4.00%	4.00%	4.00%
15	Single Family Residential	$19.92	$20.72	$21.55	$22.41	$23.31
16	Duplex	19.92	20.72	21.55	22.41	23.31
17	Mobile Home Park (per site)	19.92	20.72	21.55	22.41	23.31
18	Apartments and Condominiums (per unit)	19.92	20.72	21.55	22.41	23.31
19	Motels and Hotels (per unit)	14.95	15.55	16.17	16.82	17.49
20	Washateria (each washer)	19.92	20.72	21.55	22.41	23.31
	Small Non-Residential Establishments					
21	3/4"	$29.87	$31.06	$32.30	$33.59	$34.93
22	1"	39.84	41.43	43.09	44.81	46.60
	Large Non-Residential Establishments					
23	1-1/2"	$62.15	$64.64	$67.23	$69.92	$72.72
24	2"	77.58	80.68	83.91	87.27	90.76
25	3"	129.43	134.61	139.99	145.59	151.41
26	4"	186.43	193.89	201.65	209.72	218.11
27	6"	372.94	387.86	403.37	419.50	436.28
28	Greater than 6"			By Contract		
29	Campgrounds (per site)	3.68	3.83	3.98	4.14	4.31
	Volumetric Charge:					
30	per 1,0000 gallons	$2.96	$3.08	$3.20	$3.33	$3.46

Table 13
Panama City Beach, Florida
Water and Wastewater Rate Sufficiency Review

Existing and Proposed Water and Wastewater Rates - City Service Area [1] [2]

Line No.	Description	Existing Oct.1, 2020	Proposed Rates Effective Oct.1, 2021	Oct.1, 2022	Oct.1, 2023	Oct.1, 2024
	Reclaimed Water System:					
31	Proposed Reclaimed Water Rate Increase	N/A	4.00%	4.00%	4.00%	4.00%
	Minimum Monthly Charge:					
	Meter Size					
32	3/4"	$9.05	$9.41	$9.79	$10.18	$10.59
33	1"	13.61	14.15	14.72	15.31	15.92
34	1-1/2"	25.83	26.86	27.93	29.05	30.21
35	2"	48.94	50.90	52.94	55.06	57.26
36	Above 2”					
	Volumetric Charge:					
37	per 1,000 gallons (Over minimum of 3,000)	$0.77	$0.80	$0.83	$0.86	$0.89

Footnotes:
[1] Monthly water and wastewater rates include 3,000 gallons per month per unit except for campgrounds which in
[2] A surcharge of 25% is applied to customers located outside the City area only.

Table 14
Panama City Beach, Florida
Water and Wastewater Rate Sufficiency Review

Existing and Proposed Water and Wastewater Rates - Former Grand Lagoon Service Area

Line No.	Description	Existing Oct.1, 2020	Proposed Rates Effective Oct.1, 2021	Oct.1, 2022	Oct.1, 2023	Oct.1, 2024
	Water System:					
1	Proposed Water Rate Increase	N/A	1.00%	1.00%	1.00%	1.00%
	Minimum Monthly Charge:					
	Meter Size					
2	5/8"	$5.98	$6.04	$6.10	$6.16	$6.22
3	3/4"	9.32	9.41	9.50	9.60	9.70
4	1"	15.44	15.59	15.75	15.91	16.07
5	1-1/2"	30.91	31.22	31.53	31.85	32.17
6	2"	49.49	49.98	50.48	50.98	51.49
7	3"	98.86	99.85	100.85	101.86	102.88
8	4"	121.64	122.86	124.09	125.33	126.58
9	6"	309.01	312.10	315.22	318.37	321.55
	Volumetric Charge:					
10	per 1,000 gallons	$2.78	$2.81	$2.84	$2.87	$2.90
	Wastewater System:					
11	Proposed Wastewater Rate Increase	N/A	4.00%	4.00%	4.00%	4.00%
	Residential Service:					
12	Minimum Monthly Charge:	$24.43	$25.41	$26.43	$27.49	$28.59
	Volumetric Charge:					
13	per 1,000 gallons	$3.55	$3.69	$3.84	$3.99	$4.15
	Meter Size					
14	5/8"	$24.45	$25.43	$26.45	$27.51	$28.61
15	3/4 "	37.09	38.57	40.11	41.71	43.38
16	1"	60.67	63.10	65.62	68.24	70.97
17	1-1/2"	122.05	126.93	132.01	137.29	142.78
18	2"	184.63	192.02	199.70	207.69	216.00
19	3"	348.55	362.49	376.99	392.07	407.75
20	4"	542.73	564.44	587.02	610.50	634.92
21	6"	1,085.50	1,128.92	1,174.08	1,221.04	1,269.88
	Volumetric Charge:					
22	per 1,000 gallons	$4.25	$4.42	$4.60	$4.78	$4.97

Table 15
Panama City Beach, Florida
Water and Wastewater Rate Sufficiency Review

Existing and Proposed Water and Wastewater Rates - Former Bayside Service Area

Line No.	Description	Existing Oct.1, 2020	Proposed Rates Effective Oct.1, 2021	Oct.1, 2022	Oct.1, 2023	Oct.1, 2024
	Water System:					
1	Proposed Water Rate Increase	N/A	1.00%	1.00%	1.00%	1.00%
	Minimum Monthly Charge:					
	Meter Size					
2	5/8"	$11.63	$11.75	$11.87	$11.99	$12.11
3	3/4"	17.30	17.47	17.64	17.82	18.00
4	1"	28.80	29.09	29.38	29.67	29.97
5	1-1/2"	57.59	58.17	58.75	59.34	59.93
6	2"	92.97	93.90	94.84	95.79	96.75
7	3"	183.70	185.54	187.40	189.27	191.16
8	4"	286.76	289.63	292.53	295.46	298.41
9	6"	574.12	579.86	585.66	591.52	597.44
	Volumetric Charge:					
10	per 1,000 gallons	$4.69	$4.74	$4.79	$4.84	$4.89
	Wastewater System:					
11	Proposed Wastewater Rate Increase	N/A	4.00%	4.00%	4.00%	4.00%
	Residential Service:					
12	Minimum Monthly Charge:	$21.86	$22.73	$23.64	$24.59	$25.57
	Volumetric Charge:					
13	per 1,000 gallons	$7.03	$7.31	$7.60	$7.90	$8.22
	Meter Size					
14	5/8"	$21.87	$22.74	$23.65	$24.60	$25.58
15	3/4 "	21.87	22.74	23.65	24.60	25.58
16	1"	58.11	60.43	62.85	65.36	67.97
17	1-1/2"	115.40	120.02	124.82	129.81	135.00
18	2"	184.13	191.50	199.16	207.13	215.42
19	3"	347.15	361.04	375.48	390.50	406.12
20	4"	540.52	562.14	584.63	608.02	632.34
21	6"	1,081.09	1,124.33	1,169.30	1,216.07	1,264.71
22	8"	1,741.28	1,810.93	1,883.37	1,958.70	2,037.05
	Volumetric Charge:					
23	per 1,000 gallons	$8.47	$8.81	$9.16	$9.53	$9.91

Table 16
City of Panama City Beach, Florida
Water and Wastewater Rate Sufficiency Review

Comparison of Typical Monthly Residential Bills For Water Service [1]

Line No.	Description	Residential Service for a 5/8" or 3/4" Meter 0 Gallons	2,000 Gallons	4,000 Gallons	6,000 Gallons	8,000 Gallons	10,000 Gallons	15,000 Gallons	20,000 Gallons
	City of Panama City Beach:								
1	Existing Rates	$17.10	$17.10	$20.37	$26.91	$33.45	$39.99	$56.34	$72.69
2	Proposed Rates (Effective October 1, 2021)	17.27	17.27	20.57	27.17	33.77	40.37	56.87	73.37
3	Proposed Rates (Effective October 1, 2022)	17.44	17.44	20.77	27.43	34.09	40.75	57.40	74.05
4	Proposed Rates (Effective October 1, 2023)	17.61	17.61	20.97	27.69	34.41	41.13	57.93	74.73
5	Proposed Rates (Effective October 1, 2024)	17.79	17.79	21.18	27.96	34.74	41.52	58.47	75.42
	Neighboring Utilities (Bay County):								
7	Bay County	$20.08	$24.82	$29.82	$35.08	$41.66	$48.88	$68.53	$88.18
8	City of Callaway	11.37	21.11	30.85	40.59	50.33	60.07	84.42	108.77
9	City of Lynn Haven	9.85	17.03	24.21	31.39	38.57	45.75	63.70	81.65
10	City of Mexico Beach	38.07	38.07	38.07	44.81	51.55	58.29	75.14	91.99
11	City of Panama City	7.82	14.62	21.42	28.22	35.02	41.82	58.82	75.82
12	City of Parker	10.18	20.38	30.58	40.78	50.98	61.18	86.68	112.18
13	City of Springfield	8.69	16.91	25.13	33.35	41.57	49.79	70.34	90.89
	Other Florida Utilities:								
14	City of Apopka	$8.28	$11.34	$14.40	$17.46	$21.20	$24.94	$34.29	$48.29
15	City of Boca Raton	14.69	16.41	18.13	19.85	21.57	23.29	30.61	40.96
16	City of Orlando	9.31	10.67	12.51	14.82	17.76	21.32	30.23	41.02
17	City of Clermont	5.71	8.01	10.31	12.61	14.91	17.21	24.66	32.11
18	City of Cocoa	16.44	23.28	30.12	36.96	50.06	63.16	101.88	144.58
19	City of Cocoa Beach	18.08	25.60	33.12	40.64	55.06	69.48	112.07	159.02
20	City of Coconut Creek	17.33	25.91	36.05	47.75	59.45	74.75	128.66	193.01
21	City of Dania Beach	14.55	22.73	30.91	41.54	54.62	67.70	102.03	142.88
22	City of Daytona Beach	17.98	23.89	35.71	47.53	59.35	71.17	100.72	130.27
23	City of Deerfield Beach	15.00	20.30	25.60	30.90	38.24	45.58	65.01	85.16
24	City of Edgewater	14.76	19.72	36.22	54.79	75.43	96.07	160.52	224.97
25	City of Eustis	11.47	16.27	21.07	25.87	30.67	36.65	51.60	66.55
26	City of Fort Lauderdale	7.01	12.09	20.23	31.43	42.63	56.65	99.05	146.35
27	City of Fort Walton Beach	11.49	11.49	18.33	26.71	35.09	47.65	79.05	110.45
28	City of Kissimmee (Toho Water Authority)	7.05	8.17	12.05	17.48	24.46	31.44	59.29	87.14
29	City of Lake Mary	7.93	7.93	9.34	12.16	14.98	17.80	27.35	36.90
30	City of Lake Wales	7.90	14.14	20.38	27.72	36.16	44.60	77.35	110.10
31	City of Lakeland	10.40	14.98	19.56	24.14	29.23	34.83	50.93	69.48
32	City of Leesburg	9.39	11.47	13.55	16.03	18.65	21.80	30.91	42.83
33	City of Margate	12.58	20.10	27.62	35.14	44.54	53.94	77.44	105.69
34	City of Melbourne	8.00	17.14	26.28	35.42	44.56	53.70	76.55	99.40
35	FKAA - Conch Key Wastewater Service District	16.21	29.83	43.45	57.07	76.97	96.87	150.25	206.05
36	City of Mount Dora	10.69	14.41	18.12	21.84	25.56	31.19	49.84	72.29
37	City of Ocoee	12.78	15.54	18.30	21.06	24.54	28.02	38.04	55.54
38	City of Palm Beach Gardens	22.08	24.32	26.56	28.80	37.62	46.44	68.49	90.54
39	City of Plantation	14.24	18.28	22.32	26.36	34.46	42.56	68.87	99.22
40	City of St. Cloud	13.79	15.83	18.88	22.94	28.02	33.10	48.11	67.40
41	City of Sunrise	20.87	29.05	37.23	45.41	53.59	61.77	82.22	102.67
42	City of Tavares	17.39	20.07	23.36	27.26	32.35	38.63	55.42	76.57
43	City of Winter Garden	6.18	8.25	10.31	12.38	14.44	16.51	22.88	30.54
44	City of Winter Haven	9.16	13.36	17.56	23.19	30.25	37.31	56.86	79.11
45	New Smyrna Beach Utilities Commission	11.65	13.51	15.68	18.16	22.08	26.00	35.80	47.45
46	Regional Utilities - Walton County	23.02	23.02	23.02	23.02	26.34	29.66	51.41	78.41
47	Neighboring Utilities' Average	$15.15	$21.85	$28.58	$36.32	$44.24	$52.25	$72.52	$92.78
48	Neighboring and Other Florida Utilities' Average	13.24	18.00	23.66	29.97	37.61	45.69	68.90	94.31

Footnote:

[1] Unless otherwise noted, amounts shown reflect residential rates in effect January 2021 and are exclusive of taxes or franchise fees, if any, and reflect rates charged for inside the city service. All rates are as reported by the respective utility. This comparison is intended to show comparable charges for similar service for comparison purposes only and is not intended to be a complete listing of all rates and charges offered by each listed utility. Residential service comparison illustrated since these customers represent majority of accounts served by the City.

Table 17
City of Panama City Beach, Florida
Water and Wastewater Rate Sufficiency Review

Comparison of Typical Monthly Residential Bills For Wastewater Service [1]

Line No.	Description	Residential Service for a 5/8" or 3/4" Meter 0 Gallons	2,000 Gallons	4,000 Gallons	6,000 Gallons	8,000 Gallons	10,000 Gallons	15,000 Gallons	20,000 Gallons
	City of Panama City Beach:								
1	Existing Rates	$19.92	$19.92	$22.88	$28.80	$34.72	$40.64	$55.44	$70.24
2	Proposed Rates (Effective October 1, 2021)	20.72	20.72	23.80	29.96	36.12	42.28	57.68	73.08
3	Proposed Rates (Effective October 1, 2022)	21.55	21.55	24.75	31.15	37.55	43.95	59.95	75.95
4	Proposed Rates (Effective October 1, 2023)	22.41	22.41	25.74	32.40	39.06	45.72	62.37	79.02
5	Proposed Rates (Effective October 1, 2024)	23.31	23.31	26.77	33.69	40.61	47.53	64.83	82.13
	Neighboring Utilities (Bay County):								
7	Bay County	$35.24	$54.96	$74.68	$94.40	$114.12	$133.84	$133.84	$133.84
8	City of Callaway	30.69	40.63	50.57	60.51	70.45	80.39	105.24	130.09
9	City of Lynn Haven	9.52	21.32	33.12	44.92	56.72	68.52	80.32	80.32
10	City of Mexico Beach	47.45	47.45	47.45	55.79	64.13	72.47	93.32	114.17
11	City of Panama City	17.91	31.11	44.31	57.51	70.71	83.91	97.11	97.11
12	City of Parker	27.07	44.21	61.35	78.49	95.63	112.77	155.62	198.47
13	City of Springfield	29.54	50.50	71.46	92.42	113.38	134.34	186.74	239.14
	Other Florida Utilities:								
14	City of Apopka	$15.68	$20.90	$26.12	$31.34	$36.56	$41.78	$47.00	$47.00
15	City of Boca Raton	18.58	18.58	18.58	18.58	18.58	18.58	18.58	18.58
16	City of Orlando	21.06	31.24	41.42	51.60	61.78	71.96	92.32	92.32
17	City of Clermont	16.41	20.73	25.05	29.37	33.69	38.01	48.81	50.97
18	City of Cocoa	15.89	30.95	46.01	61.07	76.13	91.19	106.25	106.25
19	City of Cocoa Beach	25.82	25.82	33.04	48.76	65.76	82.76	125.26	167.76
20	City of Coconut Creek	12.99	19.57	27.55	36.93	46.31	55.69	55.69	55.69
21	City of Dania Beach	21.52	36.44	51.36	66.28	81.20	96.12	133.42	170.72
22	City of Daytona Beach	14.91	25.09	45.45	65.81	86.17	106.53	157.43	208.33
23	City of Deerfield Beach	10.98	16.40	21.82	27.24	32.66	38.08	43.50	43.50
24	City of Edgewater	21.41	38.27	55.13	71.99	88.85	105.71	147.86	190.01
25	City of Eustis	26.99	33.75	40.51	47.27	54.03	60.79	60.79	60.79
26	City of Fort Lauderdale	12.12	21.02	35.30	54.96	74.62	94.28	143.43	192.58
27	City of Fort Walton Beach	25.18	25.18	41.00	56.82	72.64	88.46	128.01	135.92
28	City of Kissimmee (Toho Water Authority)	15.03	18.81	31.83	44.85	57.87	70.89	103.44	135.99
29	City of Lake Mary	6.50	15.94	25.38	34.82	44.26	53.70	53.70	53.70
30	City of Lake Wales	28.04	35.40	42.76	52.89	65.79	78.69	110.94	143.19
31	City of Lakeland	19.51	28.25	36.99	45.73	54.47	63.21	71.95	71.95
32	City of Leesburg	25.11	28.59	32.07	35.55	39.03	42.50	51.20	52.43
33	City of Margate	31.94	31.94	31.94	31.94	31.94	31.94	31.94	31.94
34	City of Melbourne	11.83	25.53	39.23	52.93	66.63	80.33	114.58	148.83
35	FKAA - Conch Key Wastewater Service District	26.19	46.01	65.83	85.65	105.47	125.29	125.29	125.29
36	City of Mount Dora	28.91	40.73	52.55	64.36	76.18	81.95	81.95	81.95
37	City of Ocoee	23.03	29.61	36.19	42.77	49.35	55.93	62.51	62.51
38	City of Palm Beach Gardens	32.25	33.73	35.21	36.69	38.17	39.65	39.65	39.65
39	City of Plantation	18.65	29.07	39.49	49.91	60.33	70.75	96.80	122.85
40	City of St. Cloud	17.13	25.75	34.37	42.99	51.61	60.23	81.78	103.33
41	City of Sunrise	29.68	38.00	46.32	54.64	62.96	71.28	92.08	96.24
42	City of Tavares	23.92	32.10	40.28	48.46	56.64	64.82	81.18	81.18
43	City of Winter Garden	8.84	15.77	22.70	29.63	36.55	43.48	43.48	43.48
44	City of Winter Haven	8.91	18.77	28.63	38.49	48.35	58.21	82.86	107.51
45	New Smyrna Beach Utilities Commission	18.61	26.75	34.89	43.03	51.17	59.31	79.66	100.01
46	Regional Utilities - Walton County	40.20	40.20	40.20	40.20	40.20	40.20	63.55	86.90
47	Neighboring Utilities' Average	$28.20	$41.45	$54.71	$69.15	$83.59	$98.03	$121.74	$141.88
48	Neighboring and Other Florida Utilities' Average	21.78	30.38	40.20	50.69	61.28	71.71	90.73	105.56

Footnote:

[1] Unless otherwise noted, amounts shown reflect residential rates in effect January 2021 and are exclusive of taxes or franchise fees, if any, and franchise fees, if any and reflect rates charged for inside the city service. All rates are as reported by the respective utility. This comparison is intended to show comparable charges for similar service for comparison purposes only and is not intended to be a complete listing of all rates and charges offered by each listed utility. Residential service comparison illustrated since these customers reflect majority of accounts served.

Table 18
City of Panama City Beach, Florida
Water and Wastewater Rate Sufficiency Review

Comparison of Typical Monthly Residential Bills For Water and Wastewater Service [1]

Line No.	Description	Residential Service for a 5/8" or 3/4" Meter 0 Gallons	2,000 Gallons	4,000 Gallons	6,000 Gallons	8,000 Gallons	10,000 Gallons	15,000 Gallons	20,000 Gallons
	City of Panama City Beach:								
1	Existing Rates	$37.02	$37.02	$43.25	$55.71	$68.17	$80.63	$111.78	$142.93
2	Proposed Rates (Effective October 1, 2021)	37.99	37.99	44.37	$57.13	69.89	82.65	114.55	146.45
3	Proposed Rates (Effective October 1, 2022)	38.99	38.99	45.52	$58.58	71.64	84.70	117.35	150.00
4	Proposed Rates (Effective October 1, 2023)	40.02	40.02	46.71	$60.09	73.47	86.85	120.30	153.75
5	Proposed Rates (Effective October 1, 2024)	41.10	41.10	47.95	$61.65	75.35	89.05	123.30	157.55
	Neighboring Utilities (Bay County):								
7	Bay County	$55.32	$79.78	$104.50	$129.48	$155.78	$182.72	$202.37	$222.02
8	City of Callaway	42.06	61.74	81.42	101.10	120.78	140.46	189.66	238.86
9	City of Lynn Haven	19.37	38.35	57.33	76.31	95.29	114.27	144.02	161.97
10	City of Mexico Beach	85.52	85.52	85.52	100.60	115.68	130.76	168.46	206.16
11	City of Panama City	25.73	45.73	65.73	85.73	105.73	125.73	155.93	172.93
12	City of Parker	37.25	64.59	91.93	119.27	146.61	173.95	242.30	310.65
13	City of Springfield	38.23	67.41	96.59	125.77	154.95	184.13	257.08	330.03
	Other Florida Utilities:								
14	City of Apopka	23.96	32.24	40.52	48.80	57.76	66.72	81.29	95.29
15	City of Boca Raton	33.27	34.99	36.71	38.43	40.15	41.87	49.19	59.54
16	City of Orlando	30.37	41.91	53.93	66.42	79.54	93.28	122.55	133.34
17	City of Clermont	22.12	28.74	35.36	41.98	48.60	55.22	73.47	83.08
18	City of Cocoa	32.33	54.23	76.13	98.03	126.19	154.35	208.13	250.83
19	City of Cocoa Beach	43.90	51.42	66.16	89.40	120.82	152.24	237.33	326.78
20	City of Coconut Creek	30.32	45.48	63.60	84.68	105.76	130.44	184.35	248.70
21	City of Dania Beach	36.07	59.17	82.27	107.82	135.82	163.82	235.45	313.60
22	City of Daytona Beach	32.89	48.98	81.16	113.34	145.52	177.70	258.15	338.60
23	City of Deerfield Beach	25.98	36.70	47.42	58.14	70.90	83.66	108.51	128.66
24	City of Edgewater	36.17	57.99	91.35	126.78	164.28	201.78	308.38	414.98
25	City of Eustis	38.46	50.02	61.58	73.14	84.70	97.44	112.39	127.34
26	City of Fort Lauderdale	19.13	33.11	55.53	86.39	117.25	150.93	242.48	338.93
27	City of Fort Walton Beach	36.67	36.67	59.33	83.53	107.73	136.11	207.06	246.37
28	City of Kissimmee (Toho Water Authority)	22.08	26.98	43.88	62.33	82.33	102.33	162.73	223.13
29	City of Lake Mary	14.43	23.87	34.72	46.98	59.24	71.50	81.05	90.60
30	City of Lake Wales	35.94	49.54	63.14	80.61	101.95	123.29	188.29	253.29
31	City of Lakeland	29.91	43.23	56.55	69.87	83.70	98.04	122.88	141.43
32	City of Leesburg	34.50	40.06	45.61	51.58	57.68	64.30	82.11	95.26
33	City of Margate	44.52	52.04	59.56	67.08	76.48	85.88	109.38	137.63
34	City of Melbourne	19.83	42.67	65.51	88.35	111.19	134.03	191.13	248.23
35	FKAA - Conch Key Wastewater Service District	42.40	75.84	109.28	142.72	182.44	222.16	275.54	331.34
36	City of Mount Dora	39.60	55.13	70.67	86.20	101.74	113.14	131.79	154.24
37	City of Ocoee	35.81	45.15	54.49	63.83	73.89	83.95	100.55	118.05
38	City of Palm Beach Gardens	54.33	58.05	61.77	65.49	75.79	86.09	108.14	130.19
39	City of Plantation	32.89	47.35	61.81	76.27	94.79	113.31	165.67	222.07
40	City of St. Cloud	30.92	41.58	53.25	65.93	79.63	93.33	129.89	170.73
41	City of Sunrise	50.55	67.05	83.55	100.05	116.55	133.05	174.30	198.91
42	City of Tavares	41.31	52.17	63.64	75.72	88.99	103.45	136.60	157.75
43	City of Winter Garden	15.02	24.01	33.01	42.00	51.00	59.99	66.36	74.03
44	City of Winter Haven	18.07	32.13	46.19	61.68	78.60	95.52	139.72	186.62
45	New Smyrna Beach Utilities Commission	30.26	40.26	50.57	61.19	73.25	85.31	115.46	147.46
46	Regional Utilities - Walton County	63.22	63.22	63.22	63.22	66.54	69.86	114.96	165.31
47	Neighboring Utilities' Average	$43.35	$63.30	$83.29	$105.47	$127.83	$150.29	$194.26	$234.66
48	Neighboring and Other Florida Utilities' Average	35.02	48.38	63.86	80.66	98.89	117.40	159.63	199.87

Footnote:
[1] Unless otherwise noted, amounts shown reflect residential rates in effect January 2021 and are exclusive of taxes or franchise fees, if any, and intended to show comparable charges for similar service for comparison purposes only and is not intended to be a complete listing of all rates and charges offered by each listed utility. Residential service comparison illustrated since these customers reflect majority of accounts served.

Table 19
Panama City Beach, Florida
Water and Wastewater Rate Sufficiency Review

Projected Operating Results and Debt Service Coverage Analysis

Line No.	Description	Projected Fiscal Year Ending September 30, 2021	2022	2023	2024	2025
	System Gross Revenues:					
1	Sales Revenue at Existing Rates [1]	$34,037,615	$34,683,518	$35,121,849	$35,523,654	$35,888,930
2	Additional Rate Adjustments [2]	296,087	1,115,740	1,983,966	2,900,967	3,866,398
3	Total Applicable Sales Revenues	$34,333,702	$35,799,258	$37,105,815	$38,424,621	$39,755,328
4	Other Miscellaneous Revenues & Unrestricted Interest Income [3]	1,701,400	953,796	910,796	848,774	828,438
5	Total System Gross Revenues	$36,035,102	$36,753,054	$38,016,612	$39,273,394	$40,583,766
6	Total Operating Expenses [4]	23,544,910	24,321,533	25,234,452	26,168,745	27,175,165
7	Net Revenues	$12,490,191	$12,431,521	$12,782,160	$13,104,649	$13,408,601
8	Pledged Public Service Taxes Received [5]	$4,505,680	$4,505,680	$4,505,680	$4,505,680	$4,505,680
9	Total Net Revenues - Senior Lien	$16,995,871	$16,937,201	$17,287,840	$17,610,329	$17,914,281
	Senior Lien Debt Service					
10	Utility Revenue Bonds, Series 2012 - Unrefunded	$1,069,500	$1,071,000	$0	$0	$0
11	Utility Revenue Bonds, Series 2016	0	0	0	0	0
12	Utility Revenue Refunding Bond, Series 2020A	718,609	1,454,770	1,456,868	1,453,655	1,455,210
13	Utility Revenue Refunding Bond, Series 2020B	145,559	297,288	1,365,904	1,371,009	1,365,682
14	Proposed Debt	0	0	0	1,385,659	2,771,318
15	Total Senior Debt Service	$1,933,667	$2,823,058	$2,822,772	$4,210,323	$5,592,210
	Senior Lien Debt Service Coverage:					
16	Calculated	8.79	6.00	6.12	4.18	3.20
17	Minimum Requirement	1.10	1.10	1.10	1.10	1.10
18	Net Revenues After Payment of Senior Lien Debt (Excludes PST) [6]	$10,556,524	$9,608,463	$9,959,388	$8,894,326	$7,816,391
	All-In Debt Service Coverage					
19	Calculated	8.79	6.00	6.12	4.18	3.20
20	Minimum Target	1.50	1.50	1.50	1.50	1.50
21	Amount Available for Other Debt (Excludes Impact Fees) [7]	$10,556,524	$9,608,463	$9,959,388	$8,894,326	$7,816,391
22	Less Capital Funded from Rates	$31,220,421	$22,712,080	$18,299,338	$23,011,467	$7,760,031
23	Projected Net Surplus (Deficiency)	($20,663,897)	($13,103,617)	($8,339,950)	($14,117,141)	$56,361

Footnotes:

[1] Amounts shown based on the customer and sales forecast as presented in this Report and the rates for service as approved and made effective by the City Council for bills rendered on or after October 1, 2020.

[2] Amounts shown reflects additional rate revenues required during the Forecast Period in order to recover anticipated water and wastewater system expenditure requirements.

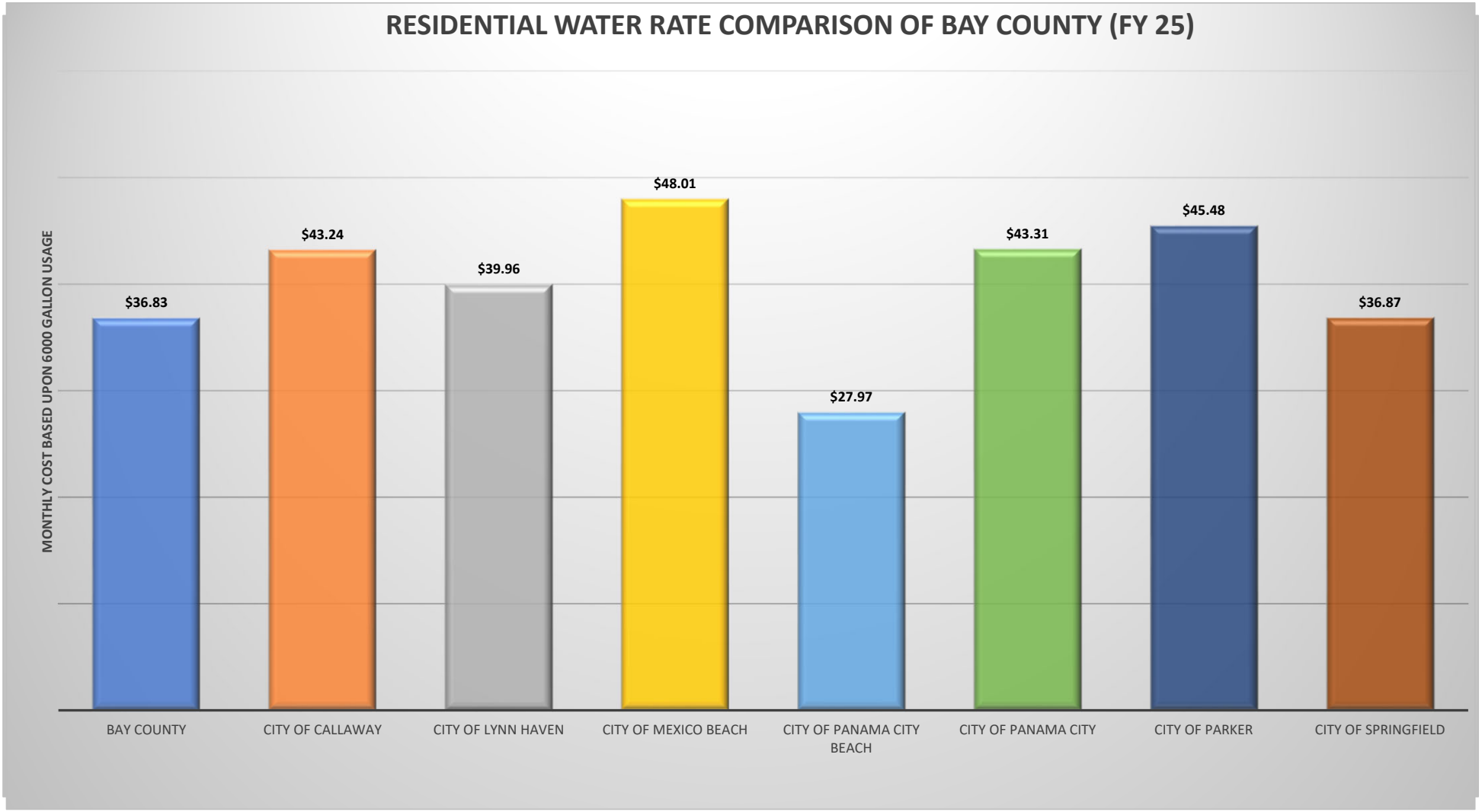
[3] Amounts shown reflect anticipated interest earnings on unrestricted fund balances (e.g., Operating Account, Renewal and Replacement Fund) which are available to fund expenditure requirements of the System. Amounts shown do not include monies earned in the Impact Fee Fund or Construction Fund which are for purposes of this analysis restricted to such funds. Amounts shown derived from Table 8 at the end of this Report.

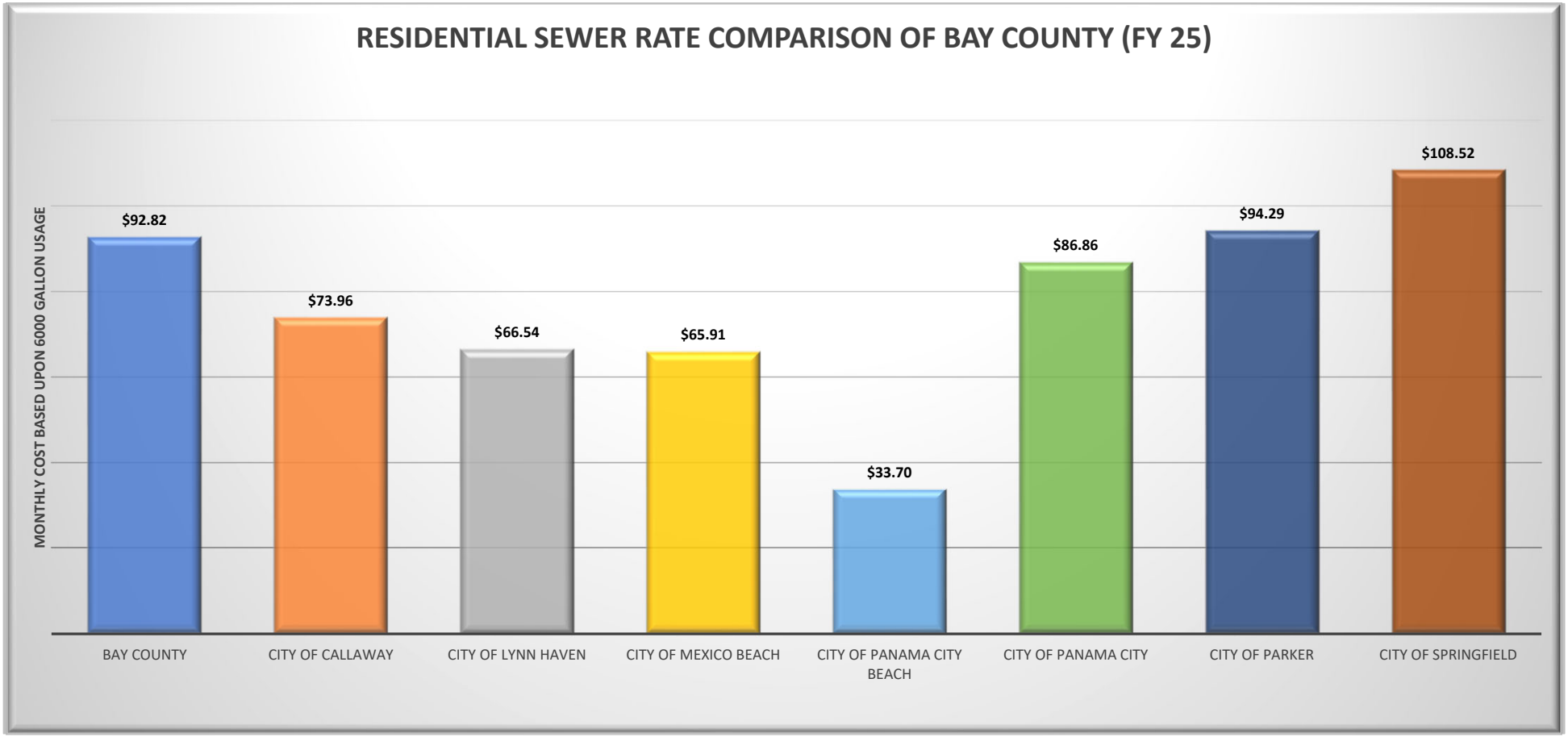
[4] Amounts shown do not include depreciation or amortization expenses which for purposes of this analysis are not considered as an Operating Expense of the water and wastewater system pursuant to the Bond Resolution. Refer to details of Operating Expenses on Tables 5 and 6 for the water and wastewater systems, respectively.

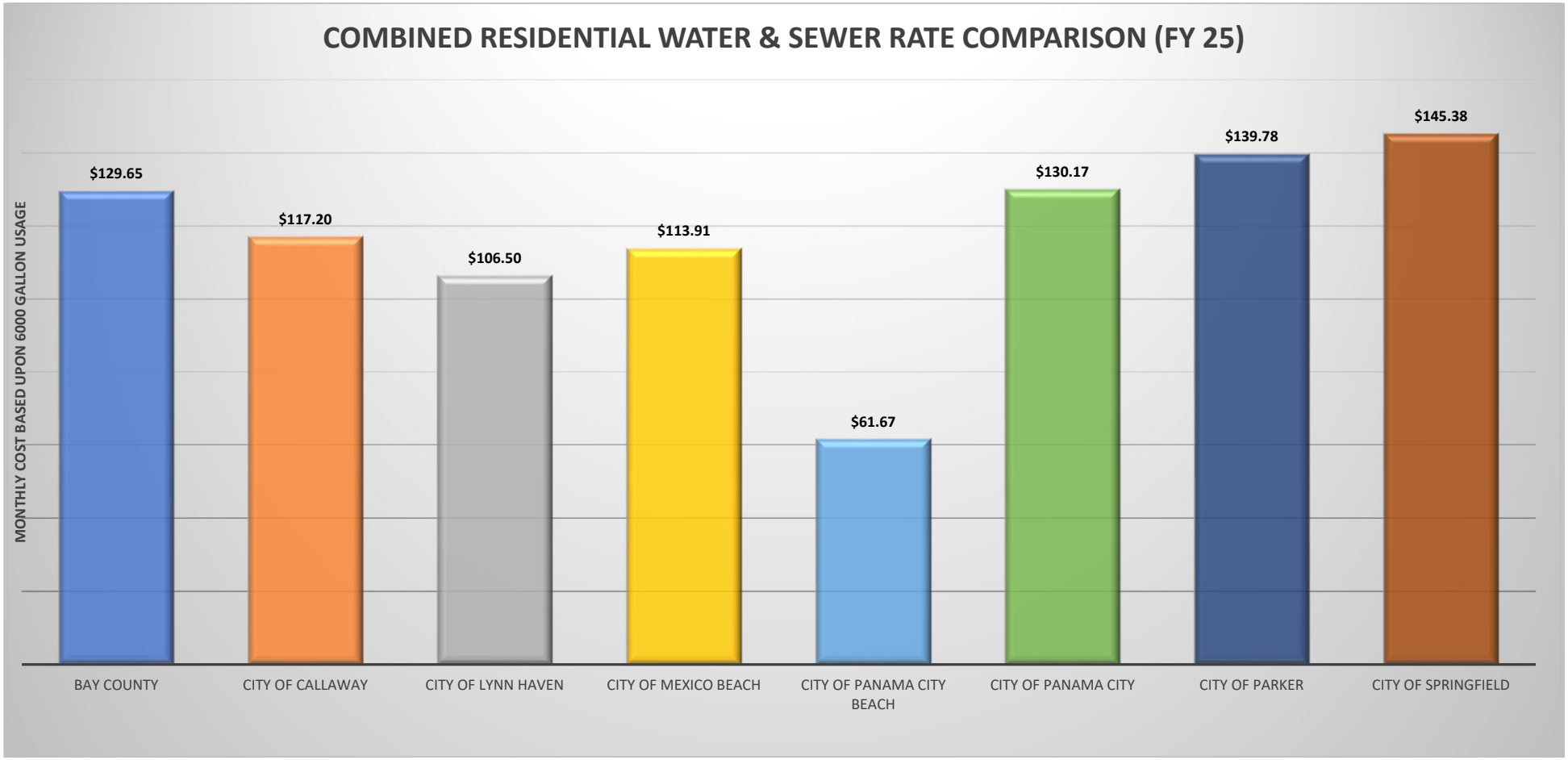
[5] Amounts reflect projections of Utility Service Taxes levied by the City. These taxes are levied by the City on purchases of electricity, metered or bottled propane gas supplies, and local telephone services provided within the City limits and which are reflected as a pledged revenue for debt service coverage purposes as defined in the Bond Resolution.

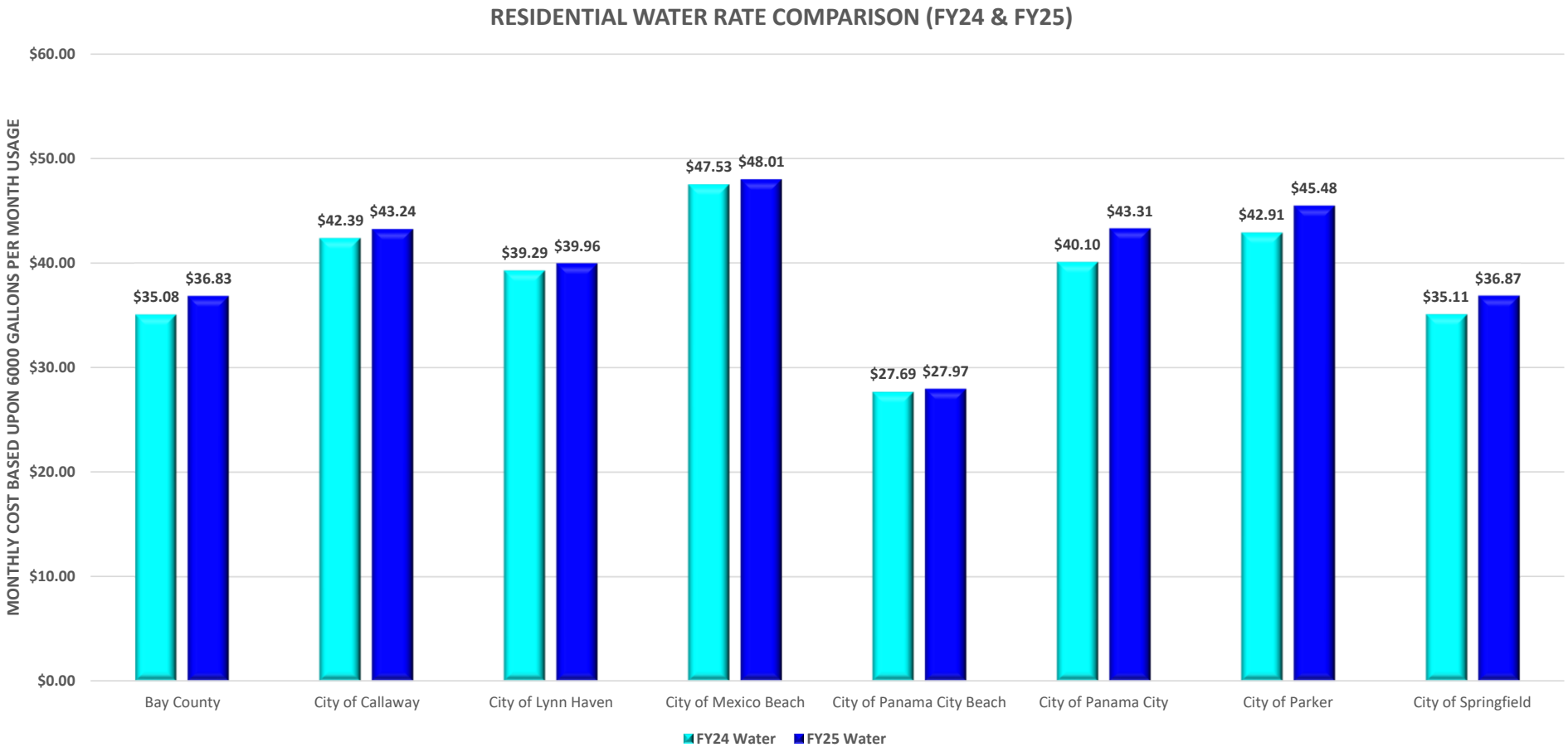
[6] Amounts shown do not include pledged public service tax revenues which are for purposes of this analysis not included in the System net revenues for purposes of determining junior lien debt service coverage.

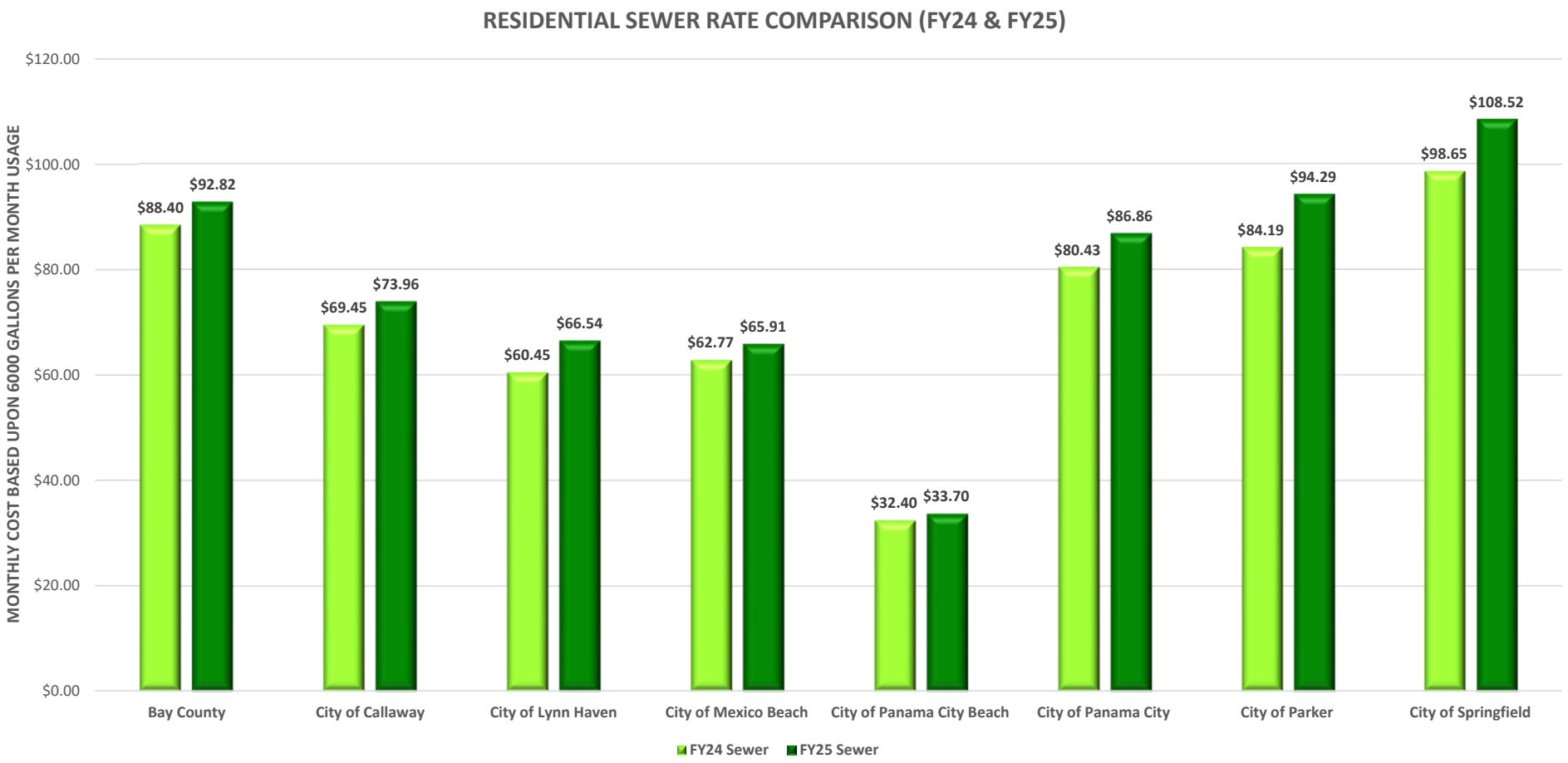
[7] For purposes of this analysis, amounts shown do not include wastewater impact fee revenues.

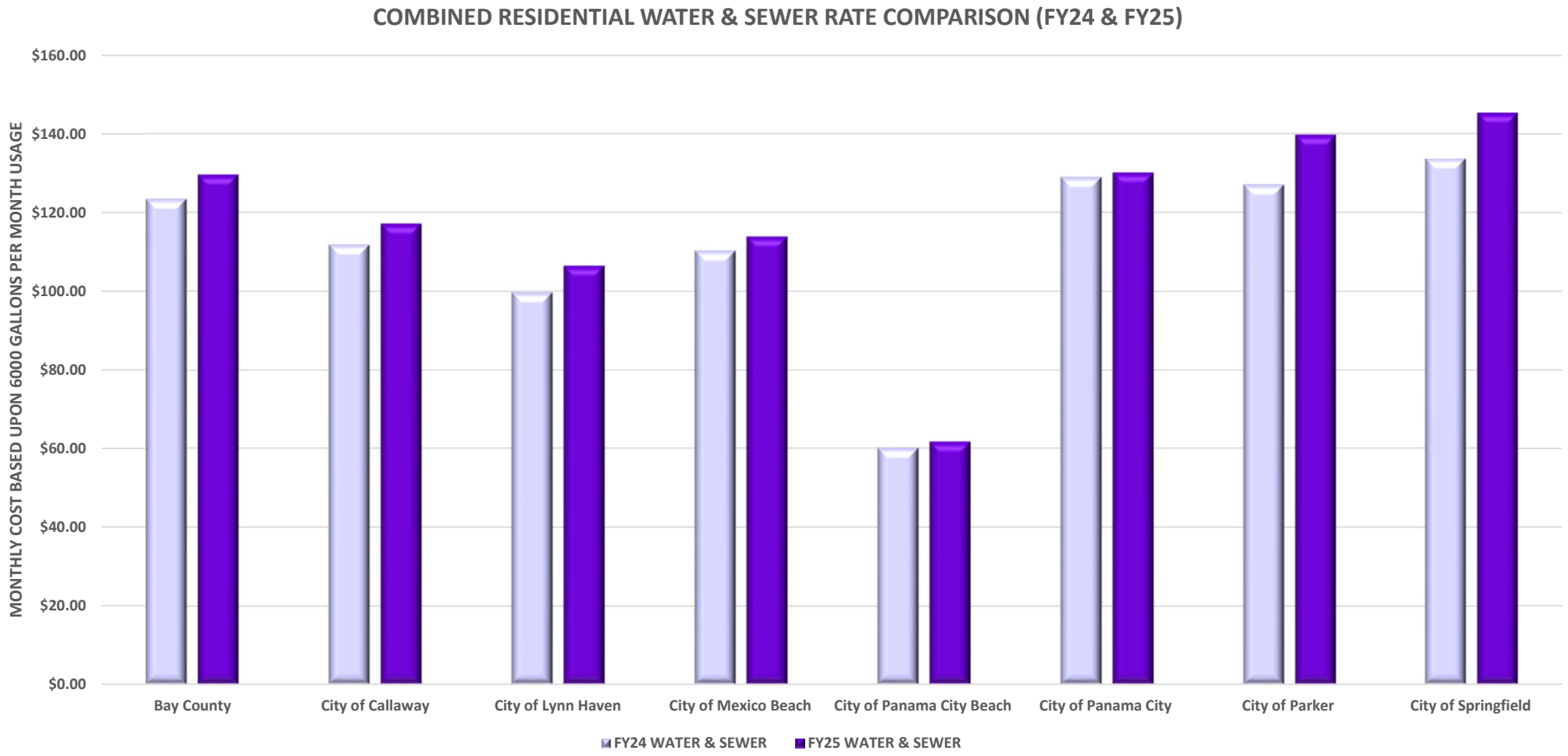

RESIDENTIAL WATER RATE COMPARISON OF BAY COUNTY (FY 25)
MONTHLY COST BASED UPON 6000 GALLON USAGE
$36.83
$43.24
$39.96
$48.01
$27.97
$43.31
$45.48
$36.87
BAY COUNTY
CITY OF CALLAWAY
CITY OF LYNN HAVEN
CITY OF MEXICO BEACH
CITY OF PANAMA CITY BEACH
CITY OF PANAMA CITY
CITY OF PARKER
CITY OF SPRINGFIELD


RESIDENTIAL SEWER RATE COMPARISON OF BAY COUNTY (FY 25)
MONTHLY COST BASED UPON 6000 GALLON USAGE
$92.82
$73.96
$66.54
$65.91
$33.70
$86.86
$94.29
$108.52
BAY COUNTY
CITY OF CALLAWAY
CITY OF LYNN HAVEN
CITY OF MEXICO BEACH
CITY OF PANAMA CITY BEACH
CITY OF PANAMA CITY
CITY OF PARKER
CITY OF SPRINGFIELD


COMBINED RESIDENTIAL WATER & SEWER RATE COMPARISON (FY 25)
MONTHLY COST BASED UPON 6000 GALLON USAGE
$129.65
$117.20
$106.50
$113.91
$61.67
$130.17
$139.78
$145.38
BAY COUNTY
CITY OF CALLAWAY
CITY OF LYNN HAVEN
CITY OF MEXICO BEACH
CITY OF PANAMA CITY BEACH
CITY OF PANAMA CITY
CITY OF PARKER
CITY OF SPRINGFIELD


RESIDENTIAL WATER RATE COMPARISON (FY24 & FY25)
MONTHLY COST BASED UPON 6000 GALLONS PER MONTH USAGE
$60.00
$50.00
$40.00
$30.00
$20.00
$10.00
$0.00
$35.08
$36.83
$42.39
$43.24
$39.29
$39.96
$47.53
$48.01
$27.69
$27.97
$40.10
$43.31
$42.91
$45.48
$35.11
$36.87
Bay County
City of Callaway
City of Lynn Haven
City of Mexico Beach
City of Panama City Beach
City of Panama City
City of Parker
City of Springfield
FY24 Water
FY25 Water


RESIDENTIAL SEWER RATE COMPARISON (FY24 & FY25)
MONTHLY COST BASED UPON 6000 GALLONS PER MONTH USAGE
$120.00
$100.00
$80.00
$60.00
$40.00
$20.00
$0.00
$88.40
$92.82
$69.45
$73.96
$60.45
$66.54
$62.77
$65.91
$32.40
$33.70
$80.43
$86.86
$84.19
$94.29
$98.65
$108.52
Bay County
City of Callaway
City of Lynn Haven
City of Mexico Beach
City of Panama City Beach
City of Panama City
City of Parker
City of Springfield
FY24 Sewer
FY25 Sewer


COMBINED RESIDENTIAL WATER & SEWER RATE COMPARISON (FY24 & FY25)
MONTHLY COST BASED UPON 6000 GALLONS PER MONTH USAGE
$160.00
$140.00
$120.00
$100.00
$80.00
$60.00
$40.00
$20.00
$0.00
Bay County
City of Callaway
City of Lynn Haven
City of Mexico Beach
City of Panama City Beach
City of Panama City
City of Parker
City of Springfield
FY24 WATER & SEWER
FY25 WATER & SEWER

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:	***2. MEETING DATE:***
Cole Davis, Legal	September 12, 2024

3. REQUESTED MOTION/ACTION:

Approve an Interlocal Agreement between the City, the PCB Community Redevelopment Agency, and the Bay County Board of County Commissioners.

4. AGENDA:

REGULAR AGENDA AND DISCUSSION / ACTION ITEMS

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: N/A

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:
Transportation
Economic Development
Attractive Community

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

Since the creation of the Front Beach Road CRA in 2001, the City, the Agency, and the Bay County Commission have worked together to ensure that payment of the CRA tax increment revenue is handled in a manner that is workable and cooperative with Bay County.

The parties have entered into agreements in 2003, 2005, and 2020 in an effort to ensure that the CRA can fully fund its projects while also providing financial stability to the taxpayers of Bay County.

In 2023, the County requested that the City forego an additional portion of its tax increment funding to account for the historic taxable value growth in the Front Beach Road Community Redevelopment Area while still fully funding the projects necessary to accomplish the goals of the CRA. The proposed agreement accomplishes this as follows:

1. The Tax Increment Funding ("TIF") is limited to the amount calculated based on 4.4362 mils.
2. The TIF in any given year is capped at $30M with a 1% increase for every year that the TIF is over $30M.
3. The TIF may be spent for any purpose consistent with the CRA plan, including operations and maintenance and debt service.
4. A Working Group is established to provide an easy avenue for resolving disputes or clearing up any questions. If a dispute cannot be resolved by the Working Group, the County Commission and City Council may meet jointly to discuss the issue.
5. The City will prepare a Near Term Work Plan each year (this is already in place from 2005) and submit that plan to the County which serves to comply with new statutory requirements for the CRA.
6. The term of the agreement is 9 years and, if not renewed within 180 days of expiration, the agreement expires and the parties revert to the 2020 Agreement currently in place.

Staff recommends approval.

Res 24-178.CRA Interlocal Agreement.pdf
FBR CRA Interlocal Agreement 2024.PCB Draft.v2.0.pdf

RESOLUTION NO. 24-178

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY, THE PANAMA CITY BEACH FRONT BEACH ROAD COMMUNITY REDEVELOPMENT AGENCY, AND THE BAY COUNTY BOARD OF COUNTY COMMISSIONERS.

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain 2024 Front Beach Road CRA Interlocal Agreement between the City, the Panama City Beach Front Beach Road Community Redevelopment Agency, and the Bay County Board of County Commissioners in substantially the form **attached** as Exhibit A and presented to the Council today, with such changes, insertions, or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall take effect immediately upon passage.

PASSED in regular session this _____ day of September, 2024.

CITY OF PANAMA CITY BEACH

By: _____
Stuart Tettemer, Mayor

ATTEST:

_____
Lynne Fasone, City Clerk

FRONT BEACH ROAD CRA
INTERLOCAL AGREEMENT
2024

THIS INTERLOCAL AGREEMENT is made and entered into as of the ____ day of October 2024, by and among the City of Panama City Beach, Florida, a municipal corporation duly organized and existing under the laws of the State of Florida (the "City"), the Panama City Beach Community Redevelopment Agency, a public body corporate and politic, duly organized and existing under the laws of the State of Florida (the "Agency") and Bay County, Florida, a political subdivision of the State of Florida (the "County") (collectively the "Parties").

WHEREAS, Panama City Beach tourism is a major economic driver for the County and the Parties agree that the timely completion of the Front Beach Road Community Redevelopment Plan is critical to modernize, sustain, and grow that industry in a highly competitive marketplace; and

WHEREAS, since its inception the Parties have necessarily negotiated terms under which the Front Beach Road CRA Plan would be funded and completed in a quick and efficient manner while also allowing for local accountability; and

NOW THEREFORE, in consideration of the mutual covenants of this Agreement, the City, Agency, and County agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein as if set forth in full.

2. Authority. This Agreement is made pursuant to Section 163.01, Florida Statutes, and other applicable provisions of law.

3. Purpose. The City, Agency, and County agree and acknowledge that the purpose of this Interlocal Agreement is to provide a mechanism to locally address, distribute, and account for CRA Revenue necessary to reasonably complete the goals of the CRA Plan and to provide the County certainty in its budgetary process to account for continued increases in the CRA Revenue due to the historic growth in the City.

4. Definitions.

    a. CRA Plan means the Front Beach Road Community Redevelopment Plan dated August 2001 as adopted by the City Council and, ex-officio as governing body of the Panama City Beach Community Redevelopment Agency, by Resolution 01-41 and confirmed by

Resolution 02-28 and as amended by Resolution 20-16 or as may be amended from time to time.

b. Front Beach Road Tax Increment Revenue (the "CRA Revenue") means the amount calculated pursuant to Sec. 163.387(1)(a), Florida Statutes, and the provisions of this Agreement which is attributable to property within the Front Beach Road Community Redevelopment Area.

c. Operations and Maintenance ("O&M") means all expenditures incurred by the City, as determined under GAAP, that in any way are related to the operation and maintenance of the projects consistent with the CRA Plan including but not limited to (a) cost of salaries, benefits, and other compensation to employees, (b) cost of materials, supplies, utilities, and other services, (c) insurance premiums, (d) all taxes, licenses, and fees, (e) all repair, replacement, reconstruction, improvement, and maintenance costs consistent with the CRA plan, (f) capital outlay, and (g) payments required to be made under any third-party contract in connection with or incidental to O&M.

5. Calculation of the CRA Revenue: To the maximum extent permitted by law, in each fiscal year during the duration of this Agreement including any subsequent renewals, the County shall calculate and pay into the Trust Fund the CRA Revenue generated from the Front Beach Road Community Redevelopment Area based upon the County-wide ad valorem millage rate in effect on September 30, 2023 (4.4362 mils).

6. CRA Revenue Limitation. In any calendar year in which the CRA Revenue exceeds the sum of Thirty Million Dollars ($30,000,000.00) plus any subsequent increases as provided herein (the "Revenue Limit"), the County shall be entitled to retain any CRA Revenue generated in excess of the Revenue Limit (the "County Retainage"). Following the first year in which the CRA Revenue reaches the Revenue Limit, and each year thereafter that the CRA Revenue is above the Revenue Limit, the Revenue Limit shall be increased annually by one percent (1%).

7. Use of the CRA Revenue. The CRA Revenue shall be used solely for the expenditures related to the purposes set forth in the CRA Plan (including capital projects), Debt Service, and Operations and Maintenance.

8. Establishment of CRA Interlocal Working Group. To ensure that the Parties are faithfully working in furtherance of their shared goals and that the promises set forth in this Interlocal Agreement are fully and faithfully

performed, the Parties hereby establish a collaborative group (the "Working Group") of the City, Agency, and County tasked with holding meetings contemplated by this Agreement and serving as the chief negotiating team and fact finders on behalf of the Parties. The City's representatives on the Working Group shall be comprised of the City Manager, the Assistant City Manager, the CRA Project Manager, the City Attorney, and one member of the Panama City Beach City Council appointed by the City Council. The County representatives on the Working Group will be the County Manager, the Assistant County Manager, the County Attorney, and one member of the Bay County Board of County Commissioners appointed by the Board of County Commissioners. The Parties may change its representatives from time to time but will be mindful of the need and benefit of continuity and recall of CRA history.

9. Near Term Work Plan. Pursuant to the parties Interlocal Agreement dated July 5, 2005, and section 189.0694, Florida Statutes, on or before October 1st of each year, the City shall provide the County with a written report (the "Near-Term Work Plan"), approved by resolution of the City Council, detailing the City's progress in achieving the goals of the CRA Plan and the work to be accomplished in the next Fiscal Year.

10. Conflict Resolution. Should the Parties have any dispute involving the terms of this Agreement or any other dispute related to the CRA, the Parties agree to follow the following conflict resolution procedure:

    a. At the election of either party, the Parties shall schedule and hold a joint meeting of the Working Group at which the nature of the dispute will be discussed. The Working Group meeting shall be held within 90 days after receipt of the initial request for a meeting. Following the meeting, the Working Group shall render a report on their discussion with a recommended resolution, if any is agreed upon.

    b. If the Working Group fails to achieve a mutually agreeable resolution, the Parties shall schedule and hold a joint meeting co-chaired by the Mayor and the chair of the County Commission, with the agenda to be set by the County, at which the nature of the dispute will be discussed. Public input shall be permitted. The joint meeting shall be held within 90 days after receipt of the initial request for a meeting.

    c. Notwithstanding the time requirements established herein, the Parties may at any time voluntarily use the dispute resolution process established in Chapter 164, Florida Statutes, to attempt to resolve any

competing policy goals between the County and the City related to the Parties' dispute. Nothing in this subsection grants the County or the City the authority to require the other local government to participate in the dispute resolution process.

11. Prior Agreements. The Parties acknowledge that the Interlocal Agreements adopted as of February 18th, 2003, July 5, 2005, among the Parties hereto (the "Prior Agreements") remain in full force and effect. The Parties agree that, notwithstanding the provisions of Section 14 herein, the Parties' agreement adopted as of March 23, 2020, is hereby repealed. Except as specified herein, this Interlocal Agreement shall not be deemed to affect or modify any prior agreement among or between the Parties or any two of them, but otherwise supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions of the agreements, understandings, and negotiations between the Parties, whether oral or written, pertaining to the subject matter hereof.

12. Term. The term of this Interlocal Agreement shall commence upon execution by the Parties hereto and shall have an initial term of nine (9) years. This Agreement shall automatically renew for additional nine (9) year terms unless the CRA earlier expires under its own term or unless either party provides written notice of its objection within one hundred eighty days (180) days of the expiration of the current term. If the Parties fail to reach a superseding Interlocal Agreement prior to expiration of the term, the Interlocal Agreement adopted March 23, 2020, shall be reinstated.

13. Modification. No modification or addition to this Interlocal Agreement will be effective unless in writing, signed by all Parties. No waiver of any provision of this Interlocal Agreement shall be deemed a waiver of any other provision. Neither the failure or any delay by any party in exercising any right or power under this Agreement, nor any course of dealing between the Parties, will operate as a waiver of such right or power, and no single or partial exercise of any such right or power will preclude any other or further exercise of such right or power or of any other right or power. In the event of a dispute under or associated with this Agreement, each party shall bear their own attorneys' fees and costs of litigation, including appeal.

14. Effective Date. This Interlocal Agreement shall become effective immediately upon execution by the City, the Agency, and the County as of the date set forth above, and upon filing of this Agreement with the Clerk of the Circuit Court of Bay County, Florida, as required by Section 163.01(11), Florida Statutes.

IN WITNESS WHEREOF, the City and the Agency have caused this Interlocal Agreement to be executed and delivered as of the date first above written.

CITY OF PANAMA CITY BEACH, FLORIDA

By:_____
Stuart Tettemer, Mayor

By:_____
Drew Whitman, City Manager

ATTEST:

_____
Lynne Fasone, MMC, City Clerk

PANAMA CITY BEACH COMMUNITY REDEVELOPMENT AGENCY

By:_____
Stuart Tettemer, Chair

By:_____
Drew Whitman, Executive Director

ATTEST:

_____
Lynne Fasone, Agency Clerk

IN WITNESS WHEREOF, the County has caused this Interlocal Agreement to be executed and delivered as of the date first above written.

BOARD OF COUNTY COMMISSIONERS

OF BAY COUNTY, FLORIDA

By:_____

Chair

ATTEST:

_____

Bill Kinsaul, Clerk of Circuit Court

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:	***2. MEETING DATE:***
Amy Myers, Community Redevelopment Agency	September 12, 2024

3. REQUESTED MOTION/ACTION:

Consider and approve Resolution as City Council and ex officio as the governing body of the Panama City Beach Community Redevelopment Agency.

4. AGENDA:

REGULAR AGENDA AND DISCUSSION / ACTION ITEMS

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: Yes

Detailed Budget Amendment Attached: No

6. IDENTIFY STRATEGIC PRIORITY:
Transportation
Attractive Community
Economic Development

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

Section 189.0694, Florida Statutes, requires special districts to establish goals, objectives, and performance measures to assess performance. The City Council, ex officio as the governing body of The Panama City Beach Community Redevelopment Agency, has already adopted goals and objectives for both Pier Park and Front Beach Road in the Community Redevelopment Plans previously approved when those redevelopment areas were created. As the goals and objectives of the Pier Park Redevelopment Plan have been completed, the attached Resolution memorializes the remaining and ongoing goals and objectives pf the Front Beach Road Redevelopment Plan, and confirms the performance measures Staff have been using for years to monitor and communicate progress to the Council and the public.

Upon approval, the goals and objectives will be posted on the City's website, and the progress on each included in annual reports also required by Statute.

Staff recommends approval.

Res 24-179.CRA Near Term Work Plan.pdf

RESOLUTION NO. 24-179

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AND EX OFFICIO AS THE GOVERNING BODY OF THE PANAMA CITY BEACH COMMUNITY REDEVELOPMENT AGENCY, RELATING TO COMMUNITY REDEVELOPMENT WITHIN THE FRONT BEACH ROAD REDEVELOPMENT AREA; PROVIDING FOR FINDINGS; AUTHORIZING AND DIRECTING THE EXECUTION OF A NEAR TERM WORK PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AND EX OFFICIO AS THE GOVERNING BODY OF THE PANAMA CITY BEACH COMMUNITY REDEVELOPMENT AGENCY, AS FOLLOWS:

SECTION 1. AUTHORITY. Pursuant to Article VIII, Section 29(b) of the Florida Constitution, and Sections 166.021 and 166.041, Florida Statutes, the City of Panama City Beach (the "City") has all powers of local self-government to perform municipal functions and render municipal services except when prohibited by law. Pursuant to Section 163.358, Florida Statutes, the City, acting ex officio as the Panama City Beach Community Redevelopment Agency (the "Agency"), has all the powers necessary or convenient to carry out and effectuate the purposes and provisions of Part III of Chapter 163, Florida Statues (the "Community Redevelopment Act").

SECTION 2. FINDINGS. It is ascertained, determined and declared as follows:

(A) The Front Beach Road Community Redevelopment Plan contains three, long term, primary goals:

(1) <u>Pedestrian, Parking and Transportation Improvements.</u> This goal includes an enhanced and interconnected network of right of way and other infrastructure projects that focuses on improving pedestrian movement, overall parking needs along Front Beach Road, ingress/egress and evacuation routes along Front Beach Road and its major connectors, upgrading stormwater management along Front Beach Road, and undergrounding of utilities within the Redevelopment Area.

(2) Enhance Beach Access and Related Parking. This goal includes the enhancement of existing beach access points, and the creation of new access points where warranted, and the provision of parking areas to support these access points throughout the corridor.

(3) Plan Funding and Financing. This goal includes the creation and maintenance of efficient, practical and equitable funding and financing to properly implement the Plan and its several projects, utilizing tax increment revenues, non-ad valorem assessment revenue, bonds, other public instruments, grants, public/private partnerships and other sources of funding.

(B) Activities previously authorized by the City Council in accordance with the last Work Plan adopted by Resolution **21-216** on September 9, 2021, and subsequently completed to advance the first, and third and to more limited degree the second, primary goals include:

(1) Coordination with Gulf Power and the communication companies to complete the removal of remaining poles and aerial lines for Front Beach Road **Segment 2**.
(2) Monitoring the construction of Front Beach Road **Segment 3** and Arnold Road.
(3) Management of Front Beach Road design and construction plans for **Segment 4.1** (Lullwater Lake to Hills Road).
(4) Coordination with FDOT to obtain approximately $5MM for the transfer of Segment 4.1, 4.2 and 4.3.
(5) Management of Front Beach Road design and construction plans for **Segment 4.2** (Hills Road to Hutchison Blvd).
(6) Bid and monitoring of the **Alf Coleman Phase I** project (PCB Parkway to Hutchison St.) to raise the roadway out of the floodplain and install FDOT funded sidewalks.
(7) Continue management of Front Beach Road design and construction plans for **Segment 4.3** (Hutchison Blvd to Richard Jackson Blvd.).
(8) Coordinate with future developments for CRA right-of-way partnerships, specifically, but not limited to, **Powell Adams Road** where a development is planned at the intersection of Front Beach Road.
(9) Advertise for bid the **Alf Coleman Phase I** project (PCB Parkway to Hutchison St.) to raise the roadway out of the floodplain and install FDOT funded sidewalks.
(10) Coordination with Gulf Power to replace the luminaires on Churchwell Drive and the Churchwell Drive Parking Lot and enter into a contract with Gulf Power to maintain the lights for a period of 10 years.

(11) Obtain the $1.4MM grant from the Florida Department of Economic Opportunity (DEO) to replace the lights, arms and wiring for the streetlights on Front Beach Road Segment 1 and South Thomas Drive.
(12) Continue efforts to implement the "Smart Lighting" initiative in future phases of the Front Beach Road CRA and explore other avenues to create a "Smart City" network within the CRA.
(13) Implement the street sweeping program. This will extend the life of the pavement and protect the functionality of the stormwater management system.

SECTION 3. DIRECTION AND AUTHORITY TO EXECUTE A NEAR TERM WORK PLAN.

(A) The City Manager and staff under his direction, including the Program Manager and City sub-consultants, are hereby directed and authorized to budget or encumber, subject to final approval by the City Council, the available and unencumbered funds for fiscal years 2024 and 2025 necessary to undertake or carry out the following objectives to advance the first, second and third primary CRA goals, referred to as the "Near Term Work Plan:"

(1) Pedestrian, Parking and Transportation Improvements:

a. Monitor the construction of Front Beach Road **Segment 3** and Highway 79. Coordinate with the contractor any lane closures and inform the City Manager 48 hours in advance. Share information with the City PIO to alert the public of any detours that will affect travelers.

b. Complete design and construction plans for Front Beach Road **Segment 4.1** (Lullwater Lake to Hills Road). Coordinate with FDOT to utilize the combined TRIP grant funding for design ($756,000). Obtain all necessary right-of-way, driveway license agreements and temporary construction easements. Advertise final construction plans for bid.

c. Complete design and construction plans for Front Beach Road **Segment 4.2** (Hills Road to Hutchison Blvd). Obtain all necessary right-of-way, driveway license agreements and temporary construction easements. Advertise final construction plans for bid.

d. Continue management of Front Beach Road design and construction plans for **Segment 4.3** (Hutchison Blvd to Richard Jackson Blvd.).

e. Coordinate with future developments for CRA right-of-way partnerships, specifically, but not limited to, **Powell Adams Road**

where a development is planned at the intersection of Front Beach Road.

f. Complete the Crosswalk upgrade project along Front Beach Road and Richard Jackson Boulevard.

g. Continue implementation of the street sweeping program. This will extend the life of the pavement and protect the functionality of the stormwater management system.

h. Manage CRA landscape maintenance contracts.

i. The City's Program Manager shall use time and cost to measure performance of these objectives.

(2) Enhance Beach Access and Related Parking

a. Continue to work with Gulf Power to replace the luminaires on Churchwell Drive and the Churchwell Drive Parking Lot and enter into a contract with Gulf Power to maintain the lights for a period of 10 years.

b. Continue efforts to implement the "Smart Lighting" initiative in future phases of the Front Beach Road CRA and explore other avenues to create a "Smart City" network within the CRA.

c. Consider beach parking opportunities to compliment beach access points to include public/private parking partnerships.

d. Coordinate with the Bay Town Trolley to offer transit opportunities along the completed Front Beach Road segments.

e. The City's Program Manager shall identify and document requests, responses and resolutions to measure performance with these objectives.

(3) Plan Funding and Financing.

a. Manage all construction projects in the CRA to ensure compliance with the $40 MM bond issue.
b. Obtain the $1.4MM grant from the Florida Department of Economic Opportunity (DEO) to replace the lights, arms and wiring for the streetlights on Front Beach Road Segment 1 and South Thomas Drive. Write technical specifications for the project, competitively bid, and construct the project.
c. Continue exploring alternate roadway transit funding through government grants, loan programs, and public/private partnerships.

d. Continue efforts to evaluate local economic trends and available tax increment revenues to develop financing options and plans, including leveraging tax increment funds to procure additional bond financing.
e. The appropriate employees and agents of the City will document all expenditures to measure performance with these objectives.

(B) If current funds on hand shall appear insufficient to complete the Near Term Work Plan, the City Council reserves the duty to resolve conflicting priorities.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage and adoption.

PASSED in regular session this _____ day of September, 2024.

CITY COUNCIL OF PANAMA CITY BEACH, FLORIDA, AND EX OFFICIO AS THE GOVERNING BODY OF THE PANAMA CITY BEACH COMMUNITY REDEVELOPMENT AGENCY

_____
Stuart Tettemer, Mayor and
Ex Officio as Chair of the Agency

ATTEST:

_____
Lynne Fasone, MMC, City Clerk and
Ex Officio as City Clerk to the Agency

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME: Joey St. Germain, Finance	***2. MEETING DATE:*** September 12, 2024

3. REQUESTED MOTION/ACTION:

Approve Resolution No. 24-162 which amends the City's budget for fiscal year 2023-2024.

4. AGENDA:

REGULAR AGENDA AND DISCUSSION / ACTION ITEMS

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: N/A

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY: Financial Health

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

Throughout the year, the Council approves amendments to the budget as necessary as requested by Staff. Additionally, department heads, with the approval of City Management and the Finance Director, have the authority to make limited amendments during the year. The amended FY 2024 budget incorporates all such amendments made throughout fiscal year 2024 by both Council and Staff.

Staff recommends approval of Resolution No. 24-162.

Resolution 24-162 Amending FY 2024 Budget.pdf

RESOLUTION NO. 24-162

A RESOLUTION AMENDING THE BUDGET FOR THE CITY OF PANAMA CITY BEACH, FLORIDA FOR THE FISCAL YEAR 2023-2024 APPROPRIATING REVENUES AND PROVIDING AN EFFECTIVE DATE.

Section 1. The following budget is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning 1 October, 2023, and ending 30 September, 2024

GENERAL FUND

CASH BALANCES BROUGHT FORWARD	$63,503,434
REVENUES AND INTERFUND TRANSFERS IN	$56,954,905
TOTAL ESTIMATED INCOME AND BALANCES	**$120,458,339**
EXPENDITURES	
LEGISLATIVE	$494,030
EXECUTIVE	$916,060
ADMINISTRATIVE	$2,822,470
LEGAL	$625,000
COMPREHENSIVE PLANNING	$558,480
LAW ENFORCEMENT	$17,243,196
FIRE	$26,361,100
PROTECTIVE INSPECTION	$2,361,750
STREET	$5,489,555
LIBRARY	$512,800
RECREATION	$11,840,150
TOTAL EXPENDITURES	**$69,224,591**
INTERFUND TRANSFER TO STORMWATER FUND	$85,000
RESERVES RESTRICTED FUNDS	$11,159,876
RESERVES COMMITTED FUTURE FIRENZO PURCHASE	$791,468
RESERVES ACCRUED COMPENSATED ABSENCES	$500,000
RESERVES ROAD MAINTENANCE	$1,000,000
RESERVES CAPITAL EXPENDITURES	$18,930,000
RESERVES RENEWAL AND REPLACEMENT BLDGS	$1,000,000
RESERVES AVAILABLE FOR EXPENDITURES	$17,767,404
TOTAL APPROPRIATED EXPENDITURES AND RESERVES	**$120,458,339**

FRONT BEACH ROAD CRA SPECIAL REVENUE FUND

CASH BALANCES BROUGHT FORWARD	$72,379,132
REVENUES	$34,433,623
TOTAL ESTIMATED INCOME AND BALANCES	**$106,812,755**
EXPENDITURES	$47,932,220
INTERFUND TRANSFER TO GENERAL FUND	$47,000
RESERVES AVAILABLE FOR EXPENDITURES	$812,182
RESERVES RESTRICTED FUNDS	$58,021,353
TOTAL APPROPRIATED EXPENDITURES AND RESERVES	**$106,812,755**

RESOLUTION NO. 24-162

A RESOLUTION AMENDING THE BUDGET FOR THE CITY OF PANAMA CITY BEACH, FLORIDA FOR THE FISCAL YEAR 2023-2024 APPROPRIATING REVENUES AND PROVIDING AN EFFECTIVE DATE.

Section 1. The following budget is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning 1 October, 2023, and ending 30 September, 2024

STORMWATER FUND

CASH BALANCES BROUGHT FORWARD	$3,853,171
REVENUES AND INTERFUND TRANSFERS IN	$3,920,150
TOTAL ESTIMATED INCOME AND BALANCES	**$7,773,321**
EXPENDITURES	$4,413,070
INTERFUND TRANSFER TO GENERAL FUND	$118,000
RESERVES RESTRICTED FUNDS	$3,242,251
TOTAL APPROPRIATED EXPENDITURES AND RESERVES	**$7,773,321**

UTILITY FUND

CASH BALANCES BROUGHT FORWARD	$104,682,354
REVENUES	$50,015,630
TOTAL ESTIMATED INCOME AND BALANCES	**$154,697,984**
EXPENDITURES	
WATER	$24,118,960
WASTEWATER	$19,736,720
DEBT SERVICE	$2,908,310
TOTAL EXPENDITURES	**$46,763,990**
INTERFUND TRANSFER TO GENERAL FUND	$939,000
RESERVES ACCRUED COMPENSATED ABSENCES	$300,000
RESERVES RESTRICTED FUNDS	$36,703,270
RESERVES AVAILABLE FOR EXPENDITURES	$69,991,724
TOTAL APPROPRIATED EXPENDITURES AND RESERVES	**$154,697,984**

RESOLUTION NO. 24-162

A RESOLUTION AMENDING THE BUDGET FOR THE CITY OF PANAMA CITY BEACH, FLORIDA FOR THE FISCAL YEAR 2023-2024 APPROPRIATING REVENUES AND PROVIDING AN EFFECTIVE DATE.

Section 1. The following budget is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning 1 October, 2023, and ending 30 September, 2024

PIER FUND

CASH BALANCES BROUGHT FORWARD	$2,718,544
REVENUES	$1,806,500
TOTAL ESTIMATED INCOME AND BALANCES	**$4,525,044**
EXPENDITURES	$1,412,120
INTERFUND TRANSFER TO AQUATIC CTR FUND	$750,000
INTERFUND TRANSFER TO GENERAL FUND	$69,000
RESERVES RENEWAL AND REPLACEMENT	$625,000
RESERVES AVAILABLE FOR EXPENDITURES	$1,668,924
TOTAL APPROPRIATED EXPENDITURES AND RESERVES	**$4,525,044**

AQUATIC CENTER FUND

CASH BALANCES BROUGHT FORWARD	$464,385
REVENUES AND INTERFUND TRANSFERS IN	$1,291,000
TOTAL ESTIMATED INCOME AND BALANCES	**$1,755,385**
EXPENDITURES	$1,485,210
INTERFUND TRANSFER TO GENERAL FUND	$63,000
RESERVES AVAILABLE FOR EXPENDITURES	$207,175
TOTAL APPROPRIATED EXPENDITURES AND RESERVES	**$1,755,385**

IT INTERNAL SERVICE FUND

CASH BALANCES BROUGHT FORWARD	$0
REVENUES AND INTERFUND TRANSFERS IN	$1,474,800
TOTAL ESTIMATED INCOME AND BALANCES	**$1,474,800**
EXPENDITURES	$1,417,800
INTERFUND TRANSFER TO GENERAL FUND	$57,000
RESERVES AVAILABLE FOR EXPENDITURES	$0
TOTAL APPROPRIATED EXPENDITURES AND RESERVES	**$1,474,800**

RESOLUTION NO. 24-162

A RESOLUTION AMENDING THE BUDGET FOR THE CITY OF PANAMA CITY BEACH, FLORIDA FOR THE FISCAL YEAR 2023-2024 APPROPRIATING REVENUES AND PROVIDING AN EFFECTIVE DATE.

Section 1. The following budget is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning 1 October, 2023, and ending 30 September, 2024

THIS RESOLUTION shall become effective immediately upon passage.

PASSED in regular session this _____ day of _____, 2024

CITY OF PANAMA CITY BEACH, FLORIDA

By: _____
Stuart Tettemer, Mayor

ATTEST:

_____
Lynne Fasone, City Clerk

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME: Joey St. Germain, Finance	***2. MEETING DATE:*** September 12, 2024

3. REQUESTED MOTION/ACTION:

Approve Resolution No 24-163 which establishes the City's budget for fiscal year 2024-2025.

4. AGENDA: REGULAR AGENDA AND DISCUSSION / ACTION ITEMS	***5. IS THIS ITEM BUDGETED (IF APPLICABLE)?:*** N/A Detailed Budget Amendment Attached: N/A
	6. IDENTIFY STRATEGIC PRIORITY: Financial Health

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

No monies of the City shall be disbursed except in pursuance of appropriations made by the City Council. In this regard, proposed budgets for the ensuing fiscal year are presented to the City Council which outline the plan for expenditures of the City in fiscal year 2024-2025, and incorporate the directions received during the public hearing and workshop held by the Council on Tuesday, August 6, 2024.

Staff recommends approval of Resolution 24-163.

Resolution 24-163 Establishing FY 2025 Budget.pdf
Department Detail.pdf

RESOLUTION NO. 24-163

A RESOLUTION ESTABLISHING THE BUDGET FOR THE CITY OF PANAMA CITY BEACH, FLORIDA FOR THE FISCAL YEAR 2024-2025 APPROPRIATING REVENUES AND PROVIDING AN EFFECTIVE DATE.

Section 1. The following budget is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning 1 October, 2024, and ending 30 September, 2025

GENERAL FUND

CASH BALANCES BROUGHT FORWARD	$51,148,748
REVENUES AND INTERFUND TRANSFERS IN	$57,538,286
TOTAL ESTIMATED INCOME AND BALANCES	**$108,687,034**
EXPENDITURES	
LEGISLATIVE	$483,150
EXECUTIVE	$1,050,700
ADMINISTRATIVE	$3,641,300
LEGAL	$644,000
COMPREHENSIVE PLANNING	$542,740
LAW ENFORCEMENT	$20,517,250
FIRE	$12,646,450
PROTECTIVE INSPECTION	$2,441,600
STREET	$9,328,710
LIBRARY	$430,800
RECREATION	$16,595,600
TOTAL EXPENDITURES	**$68,322,300**
INTERFUND TRANSFER TO STORMWATER FUND	$100,000
INTERFUND TRANSFER TO CRA FUND	$100,000
RESERVES RESTRICTED FUNDS	$2,789,274
RESERVES COMMITTED FUTURE FIRENZO PURCHASE	$831,041
RESERVES COMPENSATED ABSENCES	$500,000
RESERVES ROAD MAINTENANCE	$1,000,000
RESERVES CAPITAL EXPENDITURES	$8,100,000
RESERVES RENEWAL AND REPLACEMENT BLDGS	$1,000,000
RESERVES AVAILABLE FOR EXPENDITURES	$25,944,419
TOTAL APPROPRIATED EXPENDITURES AND RESERVES	**$108,687,034**

FRONT BEACH ROAD CRA SPECIAL REVENUE FUND

CASH BALANCES BROUGHT FORWARD	$58,833,535
REVENUES AND INTERFUND TRANSFERS IN	$32,646,794
DEBT PROCEEDS	$40,000,000
TOTAL ESTIMATED INCOME AND BALANCES	**$131,480,329**
EXPENDITURES	$57,087,980
INTERFUND TRANSFER TO GENERAL FUND	$58,000
RESERVES AVAILABLE FOR EXPENDITURES	$575,060
RESERVES RESTRICTED FUNDS	$73,759,289
TOTAL APPROPRIATED EXPENDITURES AND RESERVES	**$131,480,329**

RESOLUTION NO. 24-163

A RESOLUTION ESTABLISHING THE BUDGET FOR THE CITY OF PANAMA CITY BEACH, FLORIDA FOR THE FISCAL YEAR 2024-2025 APPROPRIATING REVENUES AND PROVIDING AN EFFECTIVE DATE.

Section 1. The following budget is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning 1 October, 2024, and ending 30 September, 2025

STORMWATER FUND

CASH BALANCES BROUGHT FORWARD	$3,242,251
REVENUES AND INTERFUND TRANSFERS IN	$27,989,986
TOTAL ESTIMATED INCOME AND BALANCES	**$31,232,237**
EXPENDITURES	$28,532,200
INTERFUND TRANSFER TO GENERAL FUND	$146,000
RESERVES RESTRICTED FUNDS	$2,554,037
TOTAL APPROPRIATED EXPENDITURES AND RESERVES	**$31,232,237**

UTILITY FUND

CASH BALANCES BROUGHT FORWARD	$106,994,994
REVENUES	$53,473,700
TOTAL ESTIMATED INCOME AND BALANCES	**$160,468,694**
EXPENDITURES	
WATER	$37,558,300
WASTEWATER	$49,161,000
DEBT SERVICE	$2,903,770
TOTAL EXPENDITURES	**$89,623,070**
INTERFUND TRANSFER TO GENERAL FUND	$1,169,000
RESERVES ACCRUED COMPENSATED ABSENCES	$300,000
RESERVES RESTRICTED FUNDS	$34,847,523
RESERVES AVAILABLE FOR EXPENDITURES	$34,529,101
TOTAL APPROPRIATED EXPENDITURES AND RESERVES	**$160,468,694**

RESOLUTION NO. 24-163

A RESOLUTION ESTABLISHING THE BUDGET FOR THE CITY OF PANAMA CITY BEACH, FLORIDA FOR THE FISCAL YEAR 2024-2025 APPROPRIATING REVENUES AND PROVIDING AN EFFECTIVE DATE.

Section 1. The following budget is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning 1 October, 2024, and ending 30 September, 2025

PIER FUND

CASH BALANCES BROUGHT FORWARD	$2,293,924
REVENUES	$1,698,900
TOTAL ESTIMATED INCOME AND BALANCES	**$3,992,824**
EXPENDITURES	$1,440,950
INTERFUND TRANSFER TO AQUATIC CTR FUND	$1,000,000
INTERFUND TRANSFER TO GENERAL FUND	$86,000
RESERVES RENEWAL AND REPLACEMENT	$625,000
RESERVES AVAILABLE FOR EXPENDITURES	$840,874
TOTAL APPROPRIATED EXPENDITURES AND RESERVES	**$3,992,824**

AQUATIC CENTER FUND

CASH BALANCES BROUGHT FORWARD	$207,175
REVENUES AND INTERFUND TRANSFERS IN	$1,551,000
TOTAL ESTIMATED INCOME AND BALANCES	**$1,758,175**
EXPENDITURES	$1,598,470
INTERFUND TRANSFER TO GENERAL FUND	$78,000
RESERVES AVAILABLE FOR EXPENDITURES	$81,705
TOTAL APPROPRIATED EXPENDITURES AND RESERVES	**$1,758,175**

IT INTERNAL SERVICE FUND

CASH BALANCES BROUGHT FORWARD	$0
REVENUES AND INTERFUND TRANSFERS IN	$2,615,600
TOTAL ESTIMATED INCOME AND BALANCES	**$2,615,600**
EXPENDITURES	$2,545,600
INTERFUND TRANSFER TO GENERAL FUND	$70,000
RESERVES AVAILABLE FOR EXPENDITURES	$0
TOTAL APPROPRIATED EXPENDITURES AND RESERVES	**$2,615,600**

RESOLUTION NO. 24-163

A RESOLUTION ESTABLISHING THE BUDGET FOR THE CITY OF PANAMA CITY BEACH, FLORIDA FOR THE FISCAL YEAR 2024-2025 APPROPRIATING REVENUES AND PROVIDING AN EFFECTIVE DATE.

Section 1. The following budget is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning 1 October, 2024, and ending 30 September, 2025

THIS RESOLUTION shall become effective immediately upon passage.

PASSED in regular session this _____ day of _____, 2024

CITY OF PANAMA CITY BEACH, FLORIDA

By: _____
Stuart Tettemer, Mayor

ATTEST:

_____
Lynne Fasone, City Clerk

CITY OF PANAMA CITY BEACH BUDGET WORKSHEET
GENERAL FUND INCOME AND NON-REVENUE

CODE	ACCOUNT DESCRIPTION	ORIGINAL BUDGET 2023-2024	AMENDED BUDGET 2023-2024	PROPOSED BUDGET 2024-2025
312.41-00	Local Option Fuel Taxes	$319,000	$315,000	$315,000
312.60-00	Local Discretionary 1/2 Sales Surtax	$2,472,000	$2,530,000	$2,530,000
314.10-00	Utility Taxes Electricity	$4,635,000	$4,300,000	$4,429,000
314.40-00	Utility Taxes Gas	$153,000	$200,000	$206,000
315.00-00	Local Communications Services Tax	$1,071,000	$1,100,000	$1,122,000
316.10-00	Business Tax Receipts	$17,789,000	$17,789,000	$17,789,000
316.15-00	Business Tax Receipts Pier Park	$2,627,000	$2,200,000	$2,540,000
322.00-00	Building Permits	$859,000	$820,000	$828,000
322.20-00	Building Permits Private Provider	$101,000	$180,000	$182,000
322.25-00	Building Permits Private Provider Discount	($30,000)	($50,000)	($51,000)
323.10-00	Franchise Fees Electricity	$3,605,000	$3,150,000	$3,245,000
323.40-00	Franchise Fees Gas	$93,000	$130,000	$134,000
323.70-00	Franchise Fees Solid Waste	$40,000	$50,000	$51,000
324.12-11 : 34	Police Impact Fees	$244,000	$321,000	$333,000
324.13-11 : 34	Fire Impact Fees	$361,000	$364,000	$377,000
324.14-11 : 34	Rec Impact Fees	$142,000	$162,000	$169,000
324.15-11 : 24	Library Impact Fees	$11,000	$13,000	$13,000
325.00-00	Doggie Dining Permits	$1,100	$1,100	$1,100
325.20-00	Fire Rescue Assessments	$6,038,765	$6,038,765	$7,496,741
325.25-00	Nuisance Abatement Assessments	$0	$24,700	$0
329.20-00	Plan Review	$100,000	$140,000	$140,000
329.25-00	Fire Suppression Plan Review	$9,000	$10,000	$10,000
329.27-00	Life Safety Inspections	$100,000	$600,000	$606,000
329.28-00	Beachside Fire Permit	$40,000	$40,000	$40,000
329.29-00	Hydrant Flow Test	$1,000	$1,500	$1,500
329.40-00	Zoning / Variance / Annexation Fees	$6,000	$6,100	$6,000
329.45-00	Fire Reinspection Fees	$0	$50	$50
329.50-00	Development Order / DRI Fees	$33,000	$40,000	$40,000
329.80-00	Intrusion Alarm	$0	$120	$0
331.20-20	Federal Grants FBP Safe Room HMGP	$2,215,500	$0	$2,215,500
331.20-36	Federal Grants JAG Rapid ID Readers	$0	$11,510	$0
331.20-39	Federal Grants JAG Ballistic Plates	$0	$2,740	$0
331.20-40	Federal Grants Aggressive Driving	$0	$50,000	$0
331.20-41	Federal Grants East End Substation HMGP	$596,000	$11,000	$596,000
331.20-50	Federal Grants DOJ Bulletproof Vests	$0	$14,150	$0
331.20-51	Federal Grants DOJ De-escalation Simulator	$0	$0	$249,200
331.30-01	Federal Grants PW Safe Room Retrofit HMGP	$392,000	$20,920	$407,080
331.49-25	Federal Grants FDOT LAP R Jackson Ph II	$0	$0	$850,000
331.61-00	FEMA Grant AFG Mental Health	$0	$0	$248,810
331.80-00	Federal Grants Mutual Aid	$0	$150,200	$0
331.81-00	FEMA Grant AFG Lifepak	$0	$83,230	$0
331.82-00	FEMA Grant AFG Air Tanks	$0	$54,800	$0
334.20-15	State Grants Public Safety FDLE FIBRS	$0	$59,436	$0
334.20-50	State Grants Fire Training Tower	$196,000	$196,000	$0
334.49-20	State Grants FDOT Gayle's Trails	$0	$2,623,080	$0
334.60-00	State Appropriation Fire Station 32	$3,423,100	$3,423,100	$0
334.61-00	State Appropriation K-9 Facility	$1,000,000	$0	$1,000,000

CITY OF PANAMA CITY BEACH BUDGET WORKSHEET
GENERAL FUND INCOME AND NON-REVENUE

CODE	ACCOUNT DESCRIPTION	ORIGINAL BUDGET 2023-2024	AMENDED BUDGET 2023-2024	PROPOSED BUDGET 2024-2025
335.01-00	Fuel Tax Refunds	$26,000	$30,000	$30,300
335.12-00	State Revenue Sharing	$867,000	$867,000	$893,000
335.14-00	Mobile Home License	$4,000	$4,000	$4,000
335.15-00	Alcoholic Beverage License	$96,000	$100,000	$100,000
335.18-00	Half-Cent Sales Tax	$2,472,000	$2,500,000	$2,575,000
335.23-00	Firefighters Supplemental	$6,000	$6,000	$6,000
337.21-00	TDC Public Safety	$1,013,000	$1,135,200	$1,313,000
337.77-00	CVB Tournament / Chemicals / SeeLife Contributi	$125,000	$252,700	$100,000
342.10-00	Miscellaneous Police / Public Safety	$18,000	$18,000	$18,000
342.21-00	Public Safety Charges Hydrant Flow Test	$1,000	$1,000	$1,000
342.40-00	Public Safety Charges Special Events	$65,000	$65,000	$0
342.90-00	Public Safety Charges Beach Safety Services	$81,000	$81,000	$83,000
344.90-10	Maintenance Contract ROW	$59,700	$59,700	$61,000
344.90-20	State of FL Maintenance Contract Street Lighting	$167,000	$167,000	$172,055
344.90-60	Air Rights Fees	$24,500	$24,900	$25,600
344.90-70	Charges for Printed Materials	$1,000	$500	$500
347.20-20	Sports Advertising	$22,000	$26,000	$27,000
347.20-30	Tournament Fees	$2,000	$25,000	$26,000
347.20-70	Athletic Registration Fees	$114,000	$114,000	$117,000
347.20-81	ABP Lessons	$500	$500	$500
347.20-82	Adult Sports Leagues	$22,000	$24,000	$24,000
347.20-83	Tennis Lessons	$5,000	$1,000	$1,000
347.20-84	Community Center / Lyndell Lessons	$10,000	$14,000	$14,000
347.20-87	FBP Event Sponsors	$24,000	$24,000	$24,000
347.20-88	ABP Event Sponsors	$35,000	$31,000	$31,000
347.20-90	Field Rental	$54,000	$70,000	$72,000
347.20-95	Concession Stand Rental	$61,500	$61,500	$61,500
347.20-96	D-Bat FBP Rental	$0	$0	$50,000
347.40-00	ABP Facilities Fee	$31,000	$31,000	$32,000
347.50-35	Summer Camps/Programs	$25,000	$50,000	$51,500
347.50-75	Vendor Sales	$300	$100	$100
347.59-10	Community Center Rental	$19,000	$18,000	$19,000
347.59-50	Lyndell Rental	$16,000	$25,000	$26,000
347.59-55	Festival Site Rental	$48,000	$50,000	$52,000
347.59-57	ABP Rental	$46,000	$46,000	$47,000
347.59-60	Cleanup / Setup Fees	$9,000	$10,000	$10,000
347.90-15	Event Security Fees	$0	$1,000	$1,000
351.10-00	Fines and Forfeitures	$75,000	$80,000	$80,000
354.10-00	Code Enforcement Fines	$0	$100,000	$0
354.20-00	Beach Services Fines	$0	$30,000	$0
354.50-00	Fire Alarm Fines	$0	$500	$0
359.70-00	Penalties / Late Payments	$55,000	$60,000	$60,000
359.75-00	Late Payment Fees Pier Park	$0	$2,000	$2,000

CITY OF PANAMA CITY BEACH BUDGET WORKSHEET
GENERAL FUND INCOME AND NON-REVENUE

CODE	ACCOUNT DESCRIPTION	ORIGINAL BUDGET 2023-2024	AMENDED BUDGET 2023-2024	PROPOSED BUDGET 2024-2025
361.10-00	Interest Earnings Unrestricted	$927,000	$1,700,000	$1,199,000
361.11-00	Interest Earnings Restricted	$115,000	$260,000	$207,000
362.10-00	Antenna Space Rental	$12,300	$20,000	$20,200
362.40-00	FBP Verizon	$8,000	$7,780	$7,900
364.10-00	Proceeds from Sales	$50,000	$121,000	$50,000
365.10-00	Scrap Sales	$0	$3,300	$0
366.10-00	Voluntary Park Contributions	$100	$1,000	$100
366.20-00	Contributions (3rd Party)	$3,000	$3,000	$3,000
367.10-00	Licenses Taxis / Jet Skis / Etc.	$15,000	$21,000	$21,000
367.20-00	Licenses Competency Cards (Bldg Contractors)	$4,000	$4,000	$4,000
369.01-00	Administrative Fees	$14,000	$16,000	$16,000
369.02-00	Engineering Review Fees Plats	$6,000	$8,000	$8,000
369.06-00	NCourt Fees	$0	$50,000	$50,000
369.07-00	Citation Admin Fees	$0	$300	$0
369.20-00	Fire Inspection Lock Out Fees	$0	$200	$0
369.30-10	Insurance Proceeds	$0	$48,074	$0
369.90-00	Miscellaneous	$15,000	$10,000	$10,000
381.00-00	Interfund Transfers	$152,000	$165,000	$204,000
382.00-00	Interfund Transfers	$1,042,000	$1,128,000	$1,403,000
389.41-00	Grants and Donations FMIT	$7,100	$5,150	$4,050
389.90-10	Cash Carry Forward Unrestricted	$38,150,528	$50,016,540	$39,197,404
389.90-70	Cash Carry Forward Restricted	$9,150,236	$13,486,894	$11,951,344
TOTAL INCOME AND NON-REVENUE		**$104,015,229**	**$120,458,339**	**$108,687,034**
			15.8%	*-9.8%*
				4.5%

CITY OF PANAMA CITY BEACH BUDGET WORKSHEET

DEPARTMENT: LEGISLATIVE

001-1100-511		ORIGINAL BUDGET 2023-2024	AMENDED BUDGET 2023-2024	PROPOSED BUDGET 2024-2025
PERSONNEL SERVICES				
.12-10	Salaries Regular	$125,000	$125,000	$125,000
.13-10	Salaries Other	$0	$9,200	$0
.15-10	Salaries Special	$2,050	$2,050	$1,250
.15-20	Vehicle Expense	$27,000	$27,000	$27,000
.21-10	Matching FICA	$11,800	$12,430	$11,800
.23-10	Health Insurance	$40,000	$36,000	$39,000
.23-20	Dental Insurance	$2,000	$2,000	$2,000
.23-30	Life Insurance	$800	$200	$200
TOTAL PERSONNEL SERVICES		**$208,650**	**$213,880**	**$206,250**
			2.5%	*-3.6%*
OPERATING EXPENSES				
.31-20	Professional Medical	$200	$200	$100
.31-60	Professional Other	$173,000	$173,000	$175,000
.31-80	IT Services	$21,000	$17,600	$31,100
.34-10	Other Contractual Services	$11,200	$11,200	$1,500
.40-10	Travel and Per Diem	$28,900	$28,900	$30,000
.41-10	Communication	$8,100	$8,100	$8,800
.42-10	Shipping and Postage	$0	$4,100	$0
.47-10	Printing and Binding	$900	$1,000	$500
.49-10	Other Current Charges	$700	$700	$800
.49-60	Election Qualifying Fees	$750	$750	$0
.51-10	Office Supplies	$1,100	$1,100	$1,200
.52-10	Operating Supplies	$20,000	$22,000	$16,000
.54-10	Books, Pubs and Memberships	$1,500	$1,500	$1,600
.55-10	Training and Education	$10,000	$10,000	$10,300
TOTAL OPERATING EXPENSES		**$277,350**	**$280,150**	**$276,900**
			1.0%	*-1.2%*
CAPITAL OUTLAY				
.64-20	Machinery and Equipment	$1,000	$0	$0
TOTAL CAPITAL OUTLAY		**$1,000**	**$0**	**$0**
TOTAL BUDGET		**$487,000**	**$494,030**	**$483,150**
			1.4%	*-2.2%*
				-0.8%

CITY OF PANAMA CITY BEACH BUDGET WORKSHEET

DEPARTMENT: EXECUTIVE

001-1200-512		ORIGINAL BUDGET 2023-2024	AMENDED BUDGET 2023-2024	PROPOSED BUDGET 2024-2025
PERSONNEL SERVICES				
.12-10	Salaries Regular	$503,000	$534,740	$593,000
.13-10	Salaries No Pension	$8,000	$8,000	$0
.15-10	Salaries Special	$5,700	$5,700	$6,000
.15-20	Vehicle Expense	$10,800	$10,800	$10,800
.21-10	Matching FICA	$40,400	$41,640	$46,700
.22-10	Retirement	$44,000	$46,180	$55,000
.23-10	Health Insurance	$24,000	$22,000	$31,000
.23-20	Dental Insurance	$1,000	$1,000	$2,000
.23-30	Life Insurance	$3,200	$3,200	$3,800
TOTAL PERSONNEL SERVICES		**$640,100**	**$673,260**	**$748,300**
			5.2%	*11.1%*
OPERATING EXPENSES				
.31-20	Professional Medical	$100	$100	$200
.31-60	Professional Other	$1,000	$1,000	$2,000
.31-80	IT Services	$12,000	$10,600	$18,800
.32-10	Accounting and Auditing	$800	$800	$900
.34-10	Other Contractual Services	$26,000	$26,000	$20,000
.40-10	Travel and Per Diem	$23,000	$23,000	$27,900
.41-10	Communication	$63,000	$63,000	$64,000
.42-10	Postage and Freight	$500	$500	$600
.43-10	Utilities Electric	$11,000	$11,000	$11,400
.43-20	Utilities Waste Disposal	$800	$800	$900
.44-10	Rentals and Leases	$5,200	$5,200	$4,200
.45-10	Insurance Liability, Property, Etc.	$9,800	$9,800	$10,800
.46-50	Repairs and Maintenance Other	$4,000	$5,500	$9,000
.47-10	Printing and Binding	$500	$500	$600
.48-30	Promotional Activities	$1,000	$1,000	$1,100
.49-10	Other Current Charges	$4,000	$4,000	$2,000
.51-10	Office Supplies	$5,000	$5,000	$6,000
.52-10	Operating Supplies	$29,000	$29,000	$25,000
.54-10	Books, Pubs and Memberships	$36,000	$36,000	$45,000
.55-10	Training and Education	$10,000	$10,000	$11,000
TOTAL OPERATING EXPENSES		**$242,700**	**$242,800**	**$261,400**
			0.0%	*7.7%*
CAPITAL OUTLAY				
.63-10	Improvements	$4,000	$0	$4,000
.64-20	Machinery and Equipment	$1,000	$0	$37,000
TOTAL CAPITAL OUTLAY		**$5,000**	**$0**	**$41,000**
TOTAL BUDGET		**$887,800**	**$916,060**	**$1,050,700**
				18.3%

CITY OF PANAMA CITY BEACH BUDGET WORKSHEET
DEPARTMENT: ADMINISTRATIVE

Amended 2023-2024		1300 ADMIN	1303 HR	1304 FACILITIES	TOTAL
PERSONNEL SERVICES					
.12-10	Salaries Regular	$975,120	$291,505	$0	$1,266,625
.13-10	Salaries No Pension	$39,000	$0	$0	$39,000
.14-10	Salaries Overtime	$30,000	$5,000	$0	$35,000
.15-10	Salaries Special	$6,800	$500	$0	$7,300
.15-20	Vehicle Expense	$10,800	$5,400	$0	$16,200
.15-30	Incentive Pay	$13,000	$2,520	$0	$15,520
.15-50	Housing / Moving Allowance	$5,000	$4,975	$0	$9,975
.15-60	Hiring Incentive / Referral	$1,000	$1,000	$0	$2,000
.21-10	Matching FICA	$82,450	$23,800	$0	$106,250
.22-10	Retirement	$141,070	$42,000	$0	$183,070
.23-10	Health Insurance	$80,000	$27,000	$0	$107,000
.23-20	Dental Insurance	$4,330	$1,400	$0	$5,730
.23-30	Life Insurance	$6,400	$2,000	$0	$8,400
.25-10	Unemployment	$1,000	$0	$0	$1,000
TOTAL PERSONNEL SERVICES		**$1,395,970**	**$407,100**	**$0**	**$1,803,070**
OPERATING EXPENSES					
.31-20	Professional Medical	$500	$500	$0	$1,000
.31-60	Professional Other	$64,000	$55,000	$0	$119,000
.31-80	IT Services	$39,500	$17,000	$0	$56,500
.32-10	Accounting and Auditing	$2,000	$800	$0	$2,800
.34-10	Other Contractual Services	$61,000	$68,500	$0	$129,500
.40-10	Travel and Per Diem	$36,500	$7,500	$0	$44,000
.41-10	Communication	$35,000	$12,000	$0	$47,000
.42-10	Postage and Freight	$1,000	$500	$0	$1,500
.43-10	Utilities Electric	$33,000	$11,000	$0	$44,000
.43-20	Utilities Waste Disposal	$2,000	$800	$0	$2,800
.44-10	Rentals and Leases	$79,400	$4,200	$0	$83,600
.45-10	Insurance Liability, Property, Etc.	$24,500	$11,200	$0	$35,700
.46-50	Repairs and Maintenance Other	$18,200	$5,000	$0	$23,200
.47-10	Printing and Binding	$2,000	$500	$0	$2,500
.48-30	Promotional Activities	$20,000	$5,000	$0	$25,000
.49-10	Other Current Charges	$11,000	$5,000	$0	$16,000
.51-10	Office Supplies	$15,000	$2,000	$0	$17,000
.52-10	Operating Supplies	$66,000	$24,000	$0	$90,000
.52-20	Fuel, Oil and Lubricants	$0	$1,500	$0	$1,500
.55-11	Citizens Academy	$0	$0	$0	$0
.54-10	Books, Pubs and Memberships	$4,000	$5,000	$0	$9,000
.55-10	Training and Education	$25,000	$17,000	$0	$42,000
.56-30	Permits and Registration Fees	$1,000	$0	$0	$1,000
TOTAL OPERATING EXPENSES		**$540,600**	**$254,000**	**$0**	**$794,600**
CAPITAL OUTLAY					
.63-10	Improvements	$224,800	$0	$0	$224,800
.64-20	Machinery and Equipment	$0	$0	$0	$0
.65-44	Accessory Building @ Station 31	$0	$0	$0	$0
TOTAL CAPITAL OUTLAY		**$224,800**	**$0**	**$0**	**$224,800**
TOTAL BUDGET		**$2,161,370**	**$661,100**	**$0**	**$2,822,470**

CITY OF PANAMA CITY BEACH BUDGET WORKSHEET
DEPARTMENT: ADMINISTRATIVE

PROPOSED 2024-2025		1300 ADMIN	1303 HR	1304 FACILITIES	TOTAL
PERSONNEL SERVICES					
.12-10	Salaries Regular	$785,000	$419,000	$175,000	$1,379,000
.13-10	Salaries No Pension	$4,000	$28,000	$0	$32,000
.14-10	Salaries Overtime	$25,000	$10,000	$5,000	$40,000
.15-10	Salaries Special	$3,400	$2,400	$1,200	$7,000
.15-20	Vehicle Expense	$10,800	$5,400	$0	$16,200
.15-30	Incentive Pay	$0	$0	$0	$0
.15-50	Housing / Moving Allowance	$0	$0	$0	$0
.15-60	Hiring Incentive / Referral	$1,000	$1,000	$0	$2,000
.21-10	Matching FICA	$63,500	$35,700	$13,900	$113,100
.22-10	Retirement	$112,000	$60,000	$25,000	$197,000
.23-10	Health Insurance	$72,000	$43,000	$21,000	$136,000
.23-20	Dental Insurance	$3,300	$2,000	$1,000	$6,300
.23-30	Life Insurance	$5,000	$2,700	$1,200	$8,900
.25-10	Unemployment	$0	$0	$0	$0
TOTAL PERSONNEL SERVICES		**$1,085,000**	**$609,200**	**$243,300**	**$1,937,500**
OPERATING EXPENSES					
.31-20	Professional Medical	$600	$500	$100	$1,200
.31-60	Professional Other	$64,000	$56,000	$1,000	$121,000
.31-80	IT Services	$57,500	$30,100	$12,600	$100,200
.32-10	Accounting and Auditing	$2,100	$900	$800	$3,800
.34-10	Other Contractual Services	$64,000	$48,000	$7,000	$119,000
.40-10	Travel and Per Diem	$33,000	$10,400	$3,000	$46,400
.41-10	Communication	$48,000	$13,500	$8,000	$69,500
.42-10	Postage and Freight	$1,100	$500	$0	$1,600
.43-10	Utilities Electric	$34,000	$11,000	$4,000	$49,000
.43-20	Utilities Waste Disposal	$4,100	$800	$600	$5,500
.44-10	Rentals and Leases	$78,100	$2,100	$2,300	$82,500
.45-10	Insurance Liability, Property, Etc.	$27,000	$12,400	$8,000	$47,400
.46-50	Repairs and Maintenance Other	$31,900	$8,400	$10,000	$50,300
.47-10	Printing and Binding	$2,100	$800	$0	$2,900
.48-30	Promotional Activities	$10,000	$5,000	$0	$15,000
.49-10	Other Current Charges	$11,000	$5,000	$1,000	$17,000
.51-10	Office Supplies	$16,000	$2,300	$1,000	$19,300
.52-10	Operating Supplies	$63,000	$28,000	$22,000	$113,000
.52-20	Fuel, Oil and Lubricants	$0	$0	$2,000	$2,000
.55-11	Citizens Academy	$40,000	$0	$0	$40,000
.54-10	Books, Pubs and Memberships	$4,000	$5,000	$0	$9,000
.55-10	Training and Education	$18,000	$40,000	$1,000	$59,000
.56-30	Permits and Registration Fees	$1,100	$0	$100	$1,200
TOTAL OPERATING EXPENSES		**$610,600**	**$280,700**	**$84,500**	**$975,800**
CAPITAL OUTLAY					
.63-10	Improvements	$712,000	$4,000	$1,000	$717,000
.64-20	Machinery and Equipment	$7,000	$3,000	$1,000	$11,000
.65-44	Accessory Building @ Station 31	$0	$0	$0	$0
TOTAL CAPITAL OUTLAY		**$719,000**	**$7,000**	**$2,000**	**$728,000**
TOTAL BUDGET		**$2,414,600**	**$896,900**	**$329,800**	**$3,641,300**

CITY OF PANAMA CITY BEACH BUDGET WORKSHEET
DIVISION: ADMINISTRATION

001-1300-513		ORIGINAL BUDGET 2023-2024	AMENDED BUDGET 2023-2024	PROPOSED BUDGET 2024-2025
PERSONNEL SERVICES				
.12-10	Salaries Regular	$934,000	$975,120	$785,000
.13-10	Salaries No Pension	$27,000	$39,000	$4,000
.14-10	Salaries Overtime	$30,000	$30,000	$25,000
.15-10	Salaries Special	$6,800	$6,800	$3,400
.15-20	Vehicle Expense	$10,800	$10,800	$10,800
.15-30	Incentive Pay	$0	$13,000	$0
.15-50	Housing / Moving Allowance	$0	$5,000	$0
.15-60	Hiring Incentive / Referral	$1,000	$1,000	$1,000
.21-10	Matching FICA	$77,300	$82,450	$63,500
.22-10	Retirement	$132,000	$141,070	$112,000
.23-10	Health Insurance	$95,000	$80,000	$72,000
.23-20	Dental Insurance	$4,100	$4,330	$3,300
.23-30	Life Insurance	$6,000	$6,400	$5,000
.25-10	Unemployment	$0	$1,000	$0
TOTAL PERSONNEL SERVICES		**$1,324,000**	**$1,395,970**	**$1,085,000**
			5.4%	*-22.3%*
OPERATING EXPENSES				
.31-20	Professional Medical	$500	$500	$600
.31-60	Professional Other	$14,000	$64,000	$64,000
.31-80	IT Services	$45,000	$39,500	$57,500
.32-10	Accounting and Auditing	$2,000	$2,000	$2,100
.34-10	Other Contractual Services	$82,000	$61,000	$64,000
.40-10	Travel and Per Diem	$36,500	$36,500	$33,000
.41-10	Communication	$35,000	$35,000	$48,000
.42-10	Postage and Freight	$1,000	$1,000	$1,100
.43-10	Utilities Electric	$33,000	$33,000	$34,000
.43-20	Utilities Waste Disposal	$2,000	$2,000	$4,100
.44-10	Rentals and Leases	$8,900	$79,400	$78,100
.45-10	Insurance Liability, Property, Etc.	$24,500	$24,500	$27,000
.46-50	Repairs and Maintenance Other	$13,200	$18,200	$31,900
.47-10	Printing and Binding	$2,000	$2,000	$2,100
.48-30	Promotional Activities	$20,000	$20,000	$10,000
.49-10	Other Current Charges	$11,000	$11,000	$11,000
.51-10	Office Supplies	$15,000	$15,000	$16,000
.52-10	Operating Supplies	$66,000	$66,000	$63,000
.52-20	Fuel, Oil and Lubricants	$0	$0	$0
.52-21	Citizens Academy	$0	$0	$40,000
.54-10	Books, Pubs and Memberships	$4,000	$4,000	$4,000
.55-10	Training and Education	$25,000	$25,000	$18,000
.56-30	Permits and Registration Fees	$1,000	$1,000	$1,100
TOTAL OPERATING EXPENSES		**$441,600**	**$540,600**	**$610,600**
			22.4%	*12.9%*
CAPITAL OUTLAY				
.63-10	Improvements	$13,000	$224,800	$712,000
.64-20	Machinery and Equipment	$2,000	$0	$7,000
.65-44	Accessory Building @ Station 31	$87,000	$0	$0
TOTAL CAPITAL OUTLAY		**$102,000**	**$224,800**	**$719,000**
TOTAL BUDGET		**$1,867,600**	**$2,161,370**	**$2,414,600**
			15.7%	*11.7%*
				29.3%

CITY OF PANAMA CITY BEACH BUDGET WORKSHEET
DIVISION: HR

001-1303-513		ORIGINAL BUDGET 2023-2024	AMENDED BUDGET 2023-2024	PROPOSED BUDGET 2024-2025
PERSONNEL SERVICES				
.12-10	Salaries Regular	$300,000	$291,505	$419,000
.13-10	Salaries No Pension	$0	$0	$28,000
.14-10	Salaries Overtime	$4,000	$5,000	$10,000
.15-10	Salaries Special	$500	$500	$2,400
.15-20	Vehicle Expense	$5,400	$5,400	$5,400
.15-30	Incentive Pay	$0	$2,520	$0
.15-50	Housing Allowance	$0	$4,975	$0
.15-60	Hiring Incentive / Referral	$1,000	$1,000	$1,000
.21-10	Matching FICA	$23,800	$23,800	$35,700
.22-10	Retirement	$42,000	$42,000	$60,000
.23-10	Health Insurance	$32,000	$27,000	$43,000
.23-20	Dental Insurance	$1,400	$1,400	$2,000
.23-30	Life Insurance	$2,000	$2,000	$2,700
.25-10	Unemployment	$0	$0	$0
TOTAL PERSONNEL SERVICES		**$412,100**	**$407,100**	**$609,200**
				49.6%
OPERATING EXPENSES				
.31-20	Professional Medical	$500	$500	$500
.31-60	Professional Other	$63,000	$55,000	$56,000
.31-80	IT Services	$12,000	$17,000	$30,100
.32-10	Accounting and Auditing	$800	$800	$900
.34-10	Other Contractual Services	$83,000	$68,500	$48,000
.40-10	Travel and Per Diem	$7,500	$7,500	$10,400
.41-10	Communication	$12,000	$12,000	$13,500
.42-10	Postage and Freight	$500	$500	$500
.43-10	Utilities Electric	$11,000	$11,000	$11,000
.43-20	Utilities Waste Disposal	$800	$800	$800
.44-10	Rentals and Leases	$4,200	$4,200	$2,100
.45-10	Insurance Liability, Property, Etc.	$11,200	$11,200	$12,400
.46-50	Repairs and Maintenance Other	$4,000	$5,000	$8,400
.47-10	Printing and Binding	$500	$500	$800
.48-30	Promotional Activities	$5,000	$5,000	$5,000
.49-10	Other Current Charges	$5,000	$5,000	$5,000
.51-10	Office Supplies	$2,000	$2,000	$2,300
.52-10	Operating Supplies	$24,000	$24,000	$28,000
.52-20	Fuel, Oil and Lubricants	$1,500	$1,500	$0
.54-10	Books, Pubs and Memberships	$5,000	$5,000	$5,000
.55-10	Training and Education	$17,000	$17,000	$40,000
.56-30	Permits and Registration Fees	$0	$0	$0
TOTAL OPERATING EXPENSES		**$270,500**	**$254,000**	**$280,700**
				10.5%
CAPITAL OUTLAY				
.63-10	Improvements	$4,000	$0	$4,000
.64-20	Machinery and Equipment	$20,000	$0	$3,000
TOTAL CAPITAL OUTLAY		**$24,000**	**$0**	**$7,000**
TOTAL BUDGET		**$706,600**	**$661,100**	**$896,900**
				35.7%

CITY OF PANAMA CITY BEACH BUDGET WORKSHEET

DIVISION: FACILITIES

001-1304-513		ORIGINAL BUDGET 2023-2024	AMENDED BUDGET 2023-2024	PROPOSED BUDGET 2024-2025
PERSONNEL SERVICES				
.12-10	Salaries Regular	$0	$0	$175,000
.14-10	Salaries Overtime	$0	$0	$5,000
.15-10	Salaries Special	$0	$0	$1,200
.21-10	Matching FICA	$0	$0	$13,900
.22-10	Retirement	$0	$0	$25,000
.23-10	Health Insurance	$0	$0	$21,000
.23-20	Dental Insurance	$0	$0	$1,000
.23-30	Life Insurance	$0	$0	$1,200
TOTAL PERSONNEL SERVICES		**$0**	**$0**	**$243,300**
OPERATING EXPENSES				
.31-20	Professional Medical	$0	$0	$100
.31-60	Professional Other	$0	$0	$1,000
.31-80	IT Services	$0	$0	$12,600
.32-10	Accounting and Auditing	$0	$0	$800
.34-10	Other Contractual Services	$0	$0	$7,000
.40-10	Travel and Per Diem	$0	$0	$3,000
.41-10	Communication	$0	$0	$8,000
.43-10	Utilities Electric	$0	$0	$4,000
.43-20	Utilities Waste Disposal	$0	$0	$600
.44-10	Rentals and Leases	$0	$0	$2,300
.45-10	Insurance Liability, Property, Etc.	$0	$0	$8,000
.46-50	Repairs and Maintenance Other	$0	$0	$10,000
.49-10	Other Current Charges	$0	$0	$1,000
.51-10	Office Supplies	$0	$0	$1,000
.52-10	Operating Supplies	$0	$0	$22,000
.52-20	Fuel, Oil and Lubricants	$0	$0	$2,000
.55-10	Training and Education	$0	$0	$1,000
.56-30	Permits and Registration Fees	$0	$0	$100
TOTAL OPERATING EXPENSES		**$0**	**$0**	**$84,500**
CAPITAL OUTLAY				
.63-10	Improvements	$0	$0	$1,000
.64-20	Machinery and Equipment	$0	$0	$1,000
TOTAL CAPITAL OUTLAY		**$0**	**$0**	**$2,000**
TOTAL BUDGET		**$0**	**$0**	**$329,800**

CITY OF PANAMA CITY BEACH BUDGET WORKSHEET
DEPARTMENT: LEGAL

001-1400-514		ORIGINAL BUDGET 2023-2024	AMENDED BUDGET 2023-2024	PROPOSED BUDGET 2024-2025
OPERATING EXPENSES				
.31-10	Professional Legal	$625,000	$625,000	$644,000
TOTAL OPERATING EXPENSES		**$625,000**	**$625,000**	**$644,000**
			0.0%	*3.0%*
TOTAL BUDGET		**$625,000**	**$625,000**	**$644,000**
			0.0%	*3.0%*
				3.0%

CITY OF PANAMA CITY BEACH BUDGET WORKSHEET
DEPARTMENT: COMP. PLANNING

001-1500-515		ORIGINAL BUDGET 2023-2024	AMENDED BUDGET 2023-2024	PROPOSED BUDGET 2024-2025
PERSONNEL SERVICES				
.12-10	Salaries Regular	$251,100	$262,600	$279,200
.13-10	Salaries No Pension	$840	$840	$840
.14-10	Salaries Overtime	$3,000	$3,000	$1,000
.15-10	Salaries Special	$4,900	$4,900	$5,200
.15-20	Vehicle Expense	$2,700	$2,700	$2,700
.21-10	Matching FICA	$20,100	$20,980	$22,200
.22-10	Retirement	$35,000	$36,560	$25,500
.23-10	Health Insurance	$25,000	$23,000	$25,000
.23-20	Dental Insurance	$1,100	$1,100	$1,200
.23-30	Life Insurance	$1,600	$1,600	$1,800
TOTAL PERSONNEL SERVICES		**$345,340**	**$357,280**	**$364,640**
			3.5%	*2.1%*
OPERATING EXPENSES				
.31-60	Professional Other	$11,000	$11,000	$11,000
.31-80	IT Services	$13,000	$11,100	$19,600
.34-10	Other Contractual Services	$111,000	$111,000	$85,000
.40-10	Travel and Per Diem	$1,500	$1,500	$1,500
.41-10	Communication	$8,000	$8,000	$7,900
.42-10	Postage and Freight	$500	$500	$500
.43-10	Utilities Electricity	$4,400	$4,400	$4,400
.43-20	Utilities Waste Disposal	$600	$600	$600
.44-10	Rentals and Leases	$2,500	$2,500	$2,500
.45-10	Insurance Liability, Property, Etc.	$14,000	$13,000	$14,300
.46-50	Repairs and Mte Other	$3,100	$3,100	$3,100
.47-10	Printing and Binding	$1,000	$1,000	$1,000
.49-10	Other Current Charges	$6,000	$6,000	$5,000
.51-10	Office Supplies	$3,500	$3,500	$3,500
.52-10	Operating Supplies	$13,000	$13,000	$11,000
.52-20	Fuel, Oil and Lubricants	$700	$700	$700
.54-10	Books, Pubs and Memberships	$2,700	$2,700	$2,700
.55-10	Training and Education	$2,200	$2,200	$2,200
.56-30	Permits and Registration Fees	$100	$100	$100
TOTAL OPERATING EXPENSES		**$198,800**	**$195,900**	**$176,600**
			-1.5%	*-9.9%*
CAPITAL OUTLAY				
.63-10	Improvements	$1,100	$5,300	$800
.64-20	Machinery and Equipment	$600	$0	$700
TOTAL CAPITAL OUTLAY		**$1,700**	**$5,300**	**$1,500**
TOTAL BUDGET		**$545,840**	**$558,480**	**$542,740**
			2.3%	*-2.8%*
				-0.6%

CITY OF PANAMA CITY BEACH BUDGET WORKSHEET
DEPARTMENT: LAW ENFORCEMENT

001-2101-521		ORIGINAL BUDGET 2023-2024	AMENDED BUDGET 2023-2024	PROPOSED BUDGET 2024-2025
PERSONNEL SERVICES				
.12-10	Salaries Regular	$6,667,000	$6,812,540	$7,288,000
.13-10	Salaries Other	$169,000	$100,000	$100,000
.14-10	Salaries Overtime	$593,000	$647,840	$693,000
.15-10	Salaries Special	$71,000	$71,000	$77,000
.15-30	Incentive Pay	$94,000	$94,000	$102,000
.15-40	Clothing Allowance	$17,250	$17,250	$17,250
.15-60	Hiring Incentive / Referral	$5,000	$5,000	$2,000
.21-10	Matching FICA	$582,800	$601,200	$633,500
.22-10	Retirement Non-Sworn	$150,000	$153,090	$172,000
.22-20	Retirement Sworn	$1,201,200	$1,233,330	$1,314,700
.23-10	Health Insurance	$840,400	$772,000	$850,700
.23-20	Dental Insurance	$36,400	$36,400	$39,000
.23-30	Life Insurance	$42,400	$42,400	$46,300
.25-10	Unemployment Compensation	$2,500	$2,500	$2,500
TOTAL PERSONNEL SERVICES		**$10,471,950**	**$10,588,550**	**$11,337,950**
			1.1%	*7.1%*
OPERATING EXPENSES				
.31-20	Professional Medical	$30,900	$30,900	$30,900
.31-60	Professional Other	$76,000	$93,500	$67,000
.31-70	Professional Mutual Aid	$155,000	$155,000	$194,000
.31-80	IT Services	$424,000	$376,900	$669,000
.31-90	Grant Management	$0	$5,000	$20,000
.32-10	Accounting and Auditing	$13,000	$13,000	$14,000
.34-10	Other Contractual Services	$458,900	$505,400	$515,000
.40-10	Travel and Per Diem	$150,000	$110,000	$124,000
.41-10	Communication	$367,700	$367,700	$367,000
.42-10	Postage and Freight	$7,600	$7,600	$7,600
.43-10	Utilities Electricity	$88,000	$88,000	$88,000
.43-20	Utilities Waste Disposal	$5,400	$5,400	$5,400
.44-10	Rentals and Leases	$18,000	$18,000	$19,300
.45-10	Insurance Liability, Property, Etc.	$700,000	$575,000	$620,000
.46-50	Repairs and Mte Other	$380,000	$380,000	$395,000
.47-10	Printing and Binding	$7,600	$7,600	$7,600
.48-30	Promotional Activities	$2,200	$2,200	$7,200
.49-10	Other Current Charges	$5,400	$5,400	$5,400
.51-10	Office Supplies	$11,800	$11,800	$11,800
.52-10	Operating Supplies	$351,100	$351,100	$299,000
.52-20	Fuel, Oil and Lubricants	$482,320	$400,000	$400,000
.52-60	Investigative	$10,300	$18,300	$18,300
.52-70	Filing Fees Clerk of Court	$19,200	$19,200	$19,200
.54-10	Books, Pubs & Memberships	$6,500	$6,500	$6,600
.55-10	Training and Education	$125,700	$89,100	$90,000
.56-30	Permits and Registration Fees	$8,600	$8,600	$8,600
TOTAL OPERATING EXPENSES		**$3,905,220**	**$3,651,200**	**$4,009,900**
			-6.5%	*9.8%*
CAPITAL OUTLAY				
.60-10	Capital Outlay < $5,000	$235,400	$235,400	$266,400
.60-15	Capital Outlay < $5,000 Grant	$0	$11,510	$0
.63-10	Improvements	$15,000	$198,000	$75,000
.64-20	Machinery and Equipment	$1,233,000	$2,400,500	$1,366,000
.64-55	Machinery and Equipment Grant	$0	$28,036	$252,000
.65-22	East End Substation	$1,682,000	$95,000	$1,650,000
.65-44	Accessory Building @ Station 31	$173,000	$0	$0
.65-90	K-9 Facility	$1,589,000	$35,000	$1,560,000
TOTAL CAPITAL OUTLAY		**$4,927,400**	**$3,003,446**	**$5,169,400**
TOTAL BUDGET		**$19,304,570**	**$17,243,196**	**$20,517,250**
			-10.7%	*19.0%*
				6.3%

CITY OF PANAMA CITY BEACH BUDGET WORKSHEET
DEPARTMENT : FIRE RESCUE

Amended 2023-2024		2201 FIRE/EMS	2202 BEACH RESCUE	TOTAL
PERSONNEL SERVICES				
.12-10	Salaries Regular	$4,081,040	$495,000	$4,576,040
.13-10	Salaries Other	$127,000	$282,000	$409,000
.14-10	Salaries Overtime	$616,000	$67,000	$683,000
.15-10	Salaries Special	$43,000	$3,000	$46,000
.15-30	Incentive Pay	$12,000	$40,000	$52,000
.15-60	Hiring Incentive / Referral	$4,300	$5,800	$10,100
.21-10	Matching FICA	$373,670	$70,000	$443,670
.22-10	Retirement GE	$19,060	$82,000	$101,060
.22-25	Retirement FF	$1,081,110	$0	$1,081,110
.23-10	Health Insurance	$466,000	$77,800	$543,800
.23-20	Dental Insurance	$20,870	$3,400	$24,270
.23-30	Life Insurance	$25,620	$3,400	$29,020
.25-10	Unemployment Compensation	$2,500	$1,000	$3,500
TOTAL PERSONNEL SERVICES		**$6,872,170**	**$1,130,400**	**$8,002,570**
OPERATING EXPENSES				
.31-20	Professional Medical	$29,600	$3,100	$32,700
.31-22	Professional Mental Health AFG FEMA	$0	$0	$0
.31-40	Professional Lab Fees	$5,000	$0	$5,000
.31-60	Professional Other	$98,500	$6,000	$104,500
.31-80	IT Services	$227,900	$52,800	$280,700
.32-10	Accounting and Auditing	$7,000	$0	$7,000
.34-10	Contractual Services	$200,000	$14,000	$214,000
.40-10	Travel & Per Diem	$50,000	$2,900	$52,900
.41-10	Communication	$216,400	$28,500	$244,900
.42-10	Postage and Freight	$1,200	$100	$1,300
.43-10	Utilities Electricity	$60,000	$0	$60,000
.43-20	Utilities Waste Disposal	$14,000	$0	$14,000
.44-10	Rentals and Leases	$26,000	$5,300	$31,300
.45-10	Insurance Liability, Property, Etc.	$450,000	$53,800	$503,800
.46-50	Repair and Maintenance/Other	$178,000	$42,700	$220,700
.47-10	Printing & Binding	$2,200	$500	$2,700
.48-30	Promotional Other	$3,300	$0	$3,300
.49-10	Other Current Charges	$4,400	$800	$5,200
.51-10	Office Supplies	$8,600	$600	$9,200
.52-10	Operating Supplies	$143,200	$36,300	$179,500
.52-12	Medical (EMS) Supplies	$36,000	$10,300	$46,300
.52-20	Fuel, Oil & Lubricants	$80,000	$32,700	$112,700
.54-10	Books, Pubs and Memberships	$5,400	$2,100	$7,500
.55-10	Training and Education	$101,000	$8,900	$109,900
.56-30	Permits and Registration Fees	$5,200	$1,500	$6,700
TOTAL OPERATING EXPENSES		**$1,952,900**	**$302,900**	**$2,255,800**
CAPITAL OUTLAY				
.60-10	Capital Outlay < $5,000	$124,000	$25,000	$149,000
.63-10	Improvements	$8,400	$0	$8,400
.64-20	Machinery & Equipment	$308,600	$100,400	$409,000
.64-57	M&E AFG Grant	$83,230	$0	$83,230
.64-58	M&E AFG Grant	$57,100	$0	$57,100
.65-18	Fire Station 31	$7,014,000	$0	$7,014,000
.65-19	Fire Station 32	$7,530,000	$0	$7,530,000
.65-26	Fire Training Tower	$852,000	$0	$852,000
.65-44	Accessory Building @ Station 31	$0	$0	$0
TOTAL CAPITAL OUTLAY		**$15,977,330**	**$125,400**	**$16,102,730**
TOTAL BUDGET		**$24,802,400**	**$1,558,700**	**$26,361,100**

CITY OF PANAMA CITY BEACH BUDGET WORKSHEET
DEPARTMENT : FIRE RESCUE

PROPOSED 2024-2025		2201 FIRE/EMS	2202 BEACH RESCUE	TOTAL
PERSONNEL SERVICES				
.12-10	Salaries Regular	$4,642,000	$867,000	$5,509,000
.13-10	Salaries Other	$151,000	$0	$151,000
.14-10	Salaries Overtime	$676,000	$117,000	$793,000
.15-10	Salaries Special	$48,000	$2,000	$50,000
.15-30	Incentive Pay	$8,000	$40,000	$48,000
.15-60	Hiring Incentive / Referral	$2,000	$1,000	$3,000
.21-10	Matching FICA	$423,400	$79,000	$502,400
.22-10	Retirement GE	$28,000	$144,000	$172,000
.22-25	Retirement FF	$1,185,500	$0	$1,185,500
.23-10	Health Insurance	$521,700	$144,500	$666,200
.23-20	Dental Insurance	$24,000	$6,600	$30,600
.23-30	Life Insurance	$29,500	$5,600	$35,100
.25-10	Unemployment Compensation	$2,500	$1,000	$3,500
TOTAL PERSONNEL SERVICES		**$7,741,600**	**$1,407,700**	**$9,149,300**
OPERATING EXPENSES				
.31-20	Professional Medical	$30,700	$3,800	$34,500
.31-22	Professional Mental Health AFG FEMA	$261,250	$0	$261,250
.31-40	Professional Lab Fees	$1,000	$0	$1,000
.31-60	Professional Other	$77,000	$8,800	$85,800
.31-80	IT Services	$404,100	$93,600	$497,700
.32-10	Accounting and Auditing	$7,300	$800	$8,100
.34-10	Contractual Services	$196,300	$6,000	$202,300
.40-10	Travel & Per Diem	$51,500	$2,900	$54,400
.41-10	Communication	$216,800	$27,400	$244,200
.42-10	Postage and Freight	$1,200	$100	$1,300
.43-10	Utilities Electricity	$90,000	$12,000	$102,000
.43-20	Utilities Waste Disposal	$14,000	$0	$14,000
.44-10	Rentals and Leases	$36,000	$3,300	$39,300
.45-10	Insurance Liability, Property, Etc.	$500,000	$82,600	$582,600
.46-50	Repair and Maintenance/Other	$183,000	$62,700	$245,700
.47-10	Printing & Binding	$2,200	$500	$2,700
.48-30	Promotional Other	$3,300	$0	$3,300
.49-10	Other Current Charges	$4,400	$500	$4,900
.51-10	Office Supplies	$15,000	$500	$15,500
.52-10	Operating Supplies	$185,000	$64,500	$249,500
.52-12	Medical (EMS) Supplies	$38,000	$10,300	$48,300
.52-20	Fuel, Oil & Lubricants	$80,000	$30,000	$110,000
.54-10	Books, Pubs and Memberships	$5,600	$2,000	$7,600
.55-10	Training and Education	$107,700	$15,000	$122,700
.56-30	Permits and Registration Fees	$3,000	$1,500	$4,500
TOTAL OPERATING EXPENSES		**$2,514,350**	**$428,800**	**$2,943,150**
CAPITAL OUTLAY				
.60-10	Capital Outlay < $5,000	$184,000	$35,000	$219,000
.63-10	Improvements	$31,000	$0	$31,000
.64-20	Machinery & Equipment	$258,000	$46,000	$304,000
.64-57	M&E AFG Grant	$0	$0	$0
.64-58	M&E AFG Grant	$0	$0	$0
.65-18	Fire Station 31	$0	$0	$0
.65-19	Fire Station 32	$0	$0	$0
.65-26	Fire Training Tower	$0	$0	$0
.65-44	Accessory Building @ Station 31	$0	$0	$0
TOTAL CAPITAL OUTLAY		**$473,000**	**$81,000**	**$554,000**
TOTAL BUDGET		**$10,728,950**	**$1,917,500**	**$12,646,450**

CITY OF PANAMA CITY BEACH BUDGET WORKSHEET
DEPARTMENT : FIRE RESCUE

2201		ORIGINAL BUDGET	AMENDED BUDGET	PROPOSED BUDGET
FIRE/EMS		**2023-2024**	**2023-2024**	**2024-2025**
PERSONNEL SERVICES				
.12-10	Salaries Regular	$3,979,000	$4,081,040	$4,642,000
.13-10	Salaries Other	$87,000	$127,000	$151,000
.14-10	Salaries Overtime	$616,000	$616,000	$676,000
.15-10	Salaries Special	$43,000	$43,000	$48,000
.15-30	Incentive Pay	$12,000	$12,000	$8,000
.15-60	Hiring Incentive / Referral	$4,300	$4,300	$2,000
.21-10	Matching FICA	$362,800	$373,670	$423,400
.22-10	Retirement GE	$13,700	$19,060	$28,000
.22-25	Retirement FF	$1,049,900	$1,081,110	$1,185,500
.23-10	Health Insurance	$486,700	$466,000	$521,700
.23-20	Dental Insurance	$20,700	$20,870	$24,000
.23-30	Life Insurance	$25,400	$25,620	$29,500
.25-10	Unemployment Compensation	$2,500	$2,500	$2,500
TOTAL PERSONNEL SERVICES		**$6,703,000**	**$6,872,170**	**$7,741,600**
				12.7%
OPERATING EXPENSES				
.31-20	Professional Medical	$29,600	$29,600	$30,700
.31-22	Professional Mental Health AFG FEMA	$0	$0	$261,250
.31-40	Professional Lab Fees	$5,000	$5,000	$1,000
.31-60	Professional Other	$81,000	$98,500	$77,000
.31-80	IT Services	$247,000	$227,900	$404,100
.32-10	Accounting and Auditing	$7,000	$7,000	$7,300
.34-10	Contractual Services	$216,000	$200,000	$196,300
.40-10	Travel & Per Diem	$50,000	$50,000	$51,500
.41-10	Communication	$171,400	$216,400	$216,800
.42-10	Postage and Freight	$1,200	$1,200	$1,200
.43-10	Utilities Electricity	$60,000	$60,000	$90,000
.43-20	Utilities Waste Disposal	$14,000	$14,000	$14,000
.44-10	Rentals and Leases	$26,000	$26,000	$36,000
.45-10	Insurance Liability, Property, Etc.	$532,000	$450,000	$500,000
.46-50	Repair and Maintenance/Other	$178,000	$178,000	$183,000
.47-10	Printing & Binding	$2,200	$2,200	$2,200
.48-30	Promotional Other	$3,300	$3,300	$3,300
.49-10	Other Current Charges	$4,400	$4,400	$4,400
.51-10	Office Supplies	$8,600	$8,600	$15,000
.52-10	Operating Supplies	$143,200	$143,200	$185,000
.52-12	Medical (EMS) Supplies	$36,000	$36,000	$38,000
.52-20	Fuel, Oil & Lubricants	$87,000	$80,000	$80,000
.54-10	Books, Pubs and Memberships	$5,400	$5,400	$5,600
.55-10	Training and Education	$101,000	$101,000	$107,700
.56-30	Permits and Registration Fees	$5,200	$5,200	$3,000
TOTAL OPERATING EXPENSES		**$2,014,500**	**$1,952,900**	**$2,514,350**
				28.7%
CAPITAL OUTLAY				
.60-10	Capital Outlay < $5,000	$124,000	$124,000	$184,000
.63-10	Improvements	$38,000	$8,400	$31,000
.64-20	Machinery & Equipment	$98,000	$308,600	$258,000
.64-57	M&E AFG Grant	$0	$83,230	$0
.64-58	M&E AFG Grant	$0	$57,100	$0
.65-18	Fire Station 31	$3,223,000	$7,014,000	$0
.65-19	Fire Station 32	$6,700,000	$7,530,000	$0
.65-26	Fire Training Tower	$320,000	$852,000	$0
.65-44	Accessory Building @ Station 31	$49,000	$0	$0
TOTAL CAPITAL OUTLAY		**$10,552,000**	**$15,977,330**	**$473,000**
TOTAL BUDGET		**$19,269,500**	**$24,802,400**	**$10,728,950**
				-56.7%

CITY OF PANAMA CITY BEACH BUDGET WORKSHEET
DEPARTMENT : BEACH & SURF

2202		ORIGINAL BUDGET	AMENDED BUDGET	PROPOSED BUDGET
BEACH RESCUE		**2023-2024**	**2023-2024**	**2024-2025**
PERSONNEL SERVICES				
.12-10	Salaries Regular	$457,000	$495,000	$867,000
.13-10	Salaries Other	$340,000	$282,000	$0
.14-10	Salaries Overtime	$61,000	$67,000	$117,000
.15-10	Salaries Special	$3,000	$3,000	$2,000
.15-30	Incentive Pay	$40,000	$40,000	$40,000
.15-60	Hiring Incentive / Referral	$5,800	$5,800	$1,000
.21-10	Matching FICA	$70,000	$70,000	$79,000
.22-10	Retirement GE	$76,000	$82,000	$144,000
.22-25	Retirement FF	$0	$0	$0
.23-10	Health Insurance	$70,600	$77,800	$144,500
.23-20	Dental Insurance	$3,000	$3,400	$6,600
.23-30	Life Insurance	$3,000	$3,400	$5,600
.25-10	Unemployment Compensation	$1,000	$1,000	$1,000
TOTAL PERSONNEL SERVICES		**$1,130,400**	**$1,130,400**	**$1,407,700**
				24.5%
OPERATING EXPENSES				
.31-20	Professional Medical	$3,100	$3,100	$3,800
.31-22	Professional Mental Health AFG FEMA	$0	$0	$0
.31-40	Professional Lab Fees	$0	$0	$0
.31-60	Professional Other	$6,000	$6,000	$8,800
.31-80	IT Services	$33,000	$52,800	$93,600
.32-10	Accounting and Auditing	$0	$0	$800
.34-10	Contractual Services	$14,000	$14,000	$6,000
.40-10	Travel & Per Diem	$2,900	$2,900	$2,900
.41-10	Communication	$28,500	$28,500	$27,400
.42-10	Postage and Freight	$100	$100	$100
.43-10	Utilities Electricity	$0	$0	$12,000
.43-20	Utilities Waste Disposal	$0	$0	$0
.44-10	Rentals and Leases	$5,300	$5,300	$3,300
.45-10	Insurance Liability, Property, Etc.	$53,800	$53,800	$82,600
.46-50	Repair and Maintenance/Other	$42,700	$42,700	$62,700
.47-10	Printing & Binding	$500	$500	$500
.48-30	Promotional Other	$0	$0	$0
.49-10	Other Current Charges	$800	$800	$500
.51-10	Office Supplies	$600	$600	$500
.52-10	Operating Supplies	$36,300	$36,300	$64,500
.52-12	Medical (EMS) Supplies	$10,300	$10,300	$10,300
.52-20	Fuel, Oil & Lubricants	$37,700	$32,700	$30,000
.54-10	Books, Pubs and Memberships	$2,100	$2,100	$2,000
.55-10	Training and Education	$3,900	$8,900	$15,000
.56-30	Permits and Registration Fees	$1,500	$1,500	$1,500
TOTAL OPERATING EXPENSES		**$283,100**	**$302,900**	**$428,800**
				41.6%
CAPITAL OUTLAY				
.60-10	Capital Outlay < $5,000	$45,000	$25,000	$35,000
.63-10	Improvements	$1,000	$0	$0
.64-20	Machinery & Equipment	$65,000	$100,400	$46,000
.64-57	M&E AFG Grant	$0	$0	$0
.64-58	M&E AFG Grant	$0	$0	$0
.65-18	Fire Station 31	$0	$0	$0
.65-19	Fire Station 32	$0	$0	$0
.65-26	Fire Training Tower	$0	$0	$0
.65-44	Accessory Building @ Station 31	$0	$0	$0
TOTAL CAPITAL OUTLAY		**$111,000**	**$125,400**	**$81,000**
TOTAL BUDGET		**$1,524,500**	**$1,558,700**	**$1,917,500**
				23.0%

CITY OF PANAMA CITY BEACH BUDGET WORKSHEET
DEPARTMENT: PROTECTIVE INSPECTION

001-2400-524		ORIGINAL BUDGET 2023-2024	AMENDED BUDGET 2023-2024	PROPOSED BUDGET 2024-2025
PERSONNEL SERVICES				
.12-10	Salaries Regular	$958,000	$965,870	$1,030,000
.14-10	Salaries Overtime	$27,000	$27,000	$29,000
.15-10	Salaries Special	$10,300	$10,300	$10,300
.15-20	Vehicle Expense	$2,700	$2,700	$2,700
.15-30	Incentive Pay	$3,000	$3,000	$3,000
.15-60	Hiring Incentive / Referral	$2,800	$2,800	$1,000
.21-10	Matching FICA	$76,800	$77,410	$82,400
.22-10	Retirement	$135,000	$136,070	$126,000
.23-10	Health Insurance	$124,000	$114,000	$127,000
.23-20	Dental Insurance	$6,000	$6,000	$6,000
.23-30	Life Insurance	$6,100	$6,100	$6,600
.25-10	Unemployment Compensation	$2,000	$2,000	$2,000
TOTAL PERSONNEL SERVICES		**$1,353,700**	**$1,353,250**	**$1,426,000**
			0.0%	*4.6%*
OPERATING EXPENSES				
.31-20	Professional Medical	$600	$600	$600
.31-21	Professional Spay Bay	$0	$0	$40,000
.31-60	Professional Other	$11,000	$11,000	$11,000
.31-80	IT Services	$61,000	$55,300	$98,100
.32-10	Accounting and Auditing	$5,000	$5,000	$5,200
.34-10	Other Contractual Services	$399,000	$399,000	$475,000
.34-20	Code Enforcement Abatements	$30,000	$26,000	$30,000
.40-10	Travel and Per Diem	$10,000	$14,000	$14,000
.41-10	Communication	$47,100	$47,100	$57,000
.42-10	Postage and Freight	$3,000	$3,000	$3,000
.43-10	Utilities Electric	$15,500	$15,500	$16,000
.43-20	Utilities Waste Disposal	$3,000	$3,000	$3,000
.44-10	Rentals and Leases	$7,600	$7,600	$7,600
.45-10	Insurance Liability, Property, Etc.	$40,600	$40,600	$44,700
.46-50	Repairs and Mte Other	$36,600	$36,600	$36,600
.47-10	Printing and Binding	$8,000	$8,000	$6,000
.49-10	Other Current Charges	$10,000	$10,000	$7,000
.51-10	Office Supplies	$7,000	$7,000	$7,000
.52-10	Operating Supplies	$84,000	$84,000	$50,000
.52-20	Fuel, Oil and Lubricants	$20,000	$20,000	$20,000
.52-80	Plan Review Costs	$40,000	$40,000	$40,000
.54-10	Books, Pubs and Memberships	$12,000	$12,000	$8,000
.55-10	Training and Education	$12,000	$12,000	$12,000
.56-30	Permits and Registration Fees	$400	$400	$400
TOTAL OPERATING EXPENSES		**$863,400**	**$857,700**	**$992,200**
			-0.7%	*14.5%*
CAPITAL OUTLAY				
.63-10	Improvements	$7,000	$34,000	$5,200
.64-20	Machinery and Equipment	$118,100	$116,800	$18,200
.65-44	Accessory Building @ Station 31	$40,000	$0	$0
TOTAL CAPITAL OUTLAY		**$165,100**	**$150,800**	**$23,400**
TOTAL BUDGET		**$2,382,200**	**$2,361,750**	**$2,441,600**
			-0.9%	*3.4%*
				2.5%

CITY OF PANAMA CITY BEACH BUDGET WORKSHEET
DEPARTMENT: STREET

001-4100-541		ORIGINAL BUDGET 2023-2024	AMENDED BUDGET 2023-2024	PROPOSED BUDGET 2024-2025
PERSONNEL				
.12-10	Salaries Regular	$958,000	$957,410	$1,073,000
.14-10	Salaries Overtime	$20,000	$20,000	$20,000
.15-10	Salaries Special	$9,000	$9,000	$8,000
.15-20	Vehicle Expense	$1,400	$1,400	$1,400
.15-30	Incentive Pay	$19,600	$19,600	$5,000
.15-60	Hiring Incentive / Referral	$4,200	$4,200	$1,000
.21-10	Matching FICA	$77,500	$77,810	$84,800
.22-10	Retirement	$136,000	$136,550	$154,000
.23-10	Health Insurance	$150,000	$138,000	$155,000
.23-20	Dental Insurance	$7,000	$7,000	$7,000
.23-30	Life Insurance	$6,100	$6,100	$6,900
.25-10	Unemployment Compensation	$1,000	$1,000	$1,000
TOTAL PERSONNEL		**$1,389,800**	**$1,378,070**	**$1,517,100**
			-0.8%	*10.1%*
OPERATING EXPENSES				
.31-20	Professional Medical	$1,000	$1,000	$1,000
.31-50	Professional Surveying / Plat Review	$6,400	$6,400	$6,600
.31-60	Professional Other	$115,900	$65,900	$606,400
.31-80	IT Services	$79,000	$68,900	$122,100
.31-90	Grant Management	$0	$5,000	$10,000
.32-10	Accounting and Auditing	$4,000	$4,000	$4,200
.34-10	Other Contractual Services	$33,900	$33,900	$34,000
.40-10	Travel and Per Diem	$6,000	$6,000	$6,000
.41-10	Communication	$38,100	$38,100	$41,300
.42-10	Postage and Freight	$600	$600	$500
.43-10	Utilities Electricity	$400,000	$350,000	$359,000
.43-20	Utilities Waste Disposal	$99,700	$80,000	$90,000
.44-10	Rentals and Leases	$10,300	$10,300	$6,800
.45-10	Insurance Liability, Property, Etc.	$246,400	$200,000	$220,000
.46-20	Repairs and Mte Mach and Eq	$150,000	$82,000	$120,000
.46-50	Repairs and Mte Other	$140,000	$140,000	$134,700
.46-70	Repairs and Mte Resurfacing	$1,640,000	$650,000	$0
.47-10	Printing and Binding	$1,100	$1,100	$1,000
.49-10	Other Current Charges	$3,900	$3,900	$3,900
.51-10	Office Supplies	$2,600	$2,600	$2,600
.52-10	Operating Supplies	$107,900	$115,000	$114,000
.52-15	Signage Supplies	$24,000	$24,000	$24,800
.52-20	Fuel, Oil and Lubricants	$84,000	$80,000	$84,000
.53-20	Road Materials and Supplies	$60,000	$60,000	$60,000
.54-10	Books, Pubs and Memberships	$1,200	$1,200	$1,200
.55-10	Training and Education	$10,000	$10,000	$10,000
.56-30	Permits and Registration Fees	$4,700	$4,700	$2,500
TOTAL OPERATING EXPENSES		**$3,270,700**	**$2,044,600**	**$2,066,600**
			-37.5%	*1.1%*
CAPITAL OUTLAY				
.62-10	Buildings	$0	$47,000	$0
.63-10	Improvements	$33,500	$4,700	$64,900
.64-20	Machinery and Equipment	$360,950	$559,550	$183,375
.65-75	PW Safe Room HMGP	$494,000	$95,000	$0
.65-79	North R Jackson Blvd Imps Phase II	$525,000	$100,000	$2,000,000
.65-80	Mandy Lane South	$0	$209,900	$0
.65-90_	N Alf Coleman Sidewalk	$800,000	$869,000	$0
.65-90	Clarence Street	$0	$135,000	$3,450,000
TOTAL CAPITAL OUTLAY		**$2,213,450**	**$2,020,150**	**$5,698,275**
CONTRIBUTIONS & DEBT SERVICE				
.81-20	Bay Co. Transportation Planning Org	$46,735	$46,735	$46,735
TOTAL CONTRIBUTIONS & DEBT SERVICE		**$46,735**	**$46,735**	**$46,735**
TOTAL BUDGET		**$6,920,685**	**$5,489,555**	**$9,328,710**
			-20.7%	*69.9%*
				34.8%

CITY OF PANAMA CITY BEACH BUDGET WORKSHEET
DEPARTMENT: LIBRARY

001-7100-571		ORIGINAL BUDGET 2023-2024	AMENDED BUDGET 2023-2024	PROPOSED BUDGET 2024-2025
OPERATING EXPENSES				
.31-60	Professional Other	$2,100	$19,600	$1,800
.34-10	Other Contractual Services	$230,000	$230,000	$236,000
.41-10	Communication	$1,100	$1,100	$1,200
.43-10	Utilities Electric	$39,200	$39,200	$28,000
.45-10	Insurance Liability, Property, Etc.	$21,000	$21,000	$18,000
.46-50	Repairs and Maintenance Other	$44,000	$44,000	$45,000
.49-10	Other Current Charges	$500	$500	$400
.51-10	Office Supplies	$0	$0	$0
.52-10	Operating Supplies	$400	$400	$400
TOTAL OPERATING EXPENSES		**$338,300**	**$355,800**	**$330,800**
			5.2%	*-7.0%*
CAPITAL OUTLAY				
.63-10	Improvements	$0	$157,000	$100,000
.64-20	Machinery & Equipment	$0	$0	$0
TOTAL CAPITAL OUTLAY		**$0**	**$157,000**	**$100,000**
TOTAL BUDGET		**$338,300**	**$512,800**	**$430,800**
			51.6%	*-16.0%*
				27.3%

CITY OF PANAMA CITY BEACH BUDGET WORKSHEET
DEPARTMENT : RECREATION

Amended 2023-2024		7201 RECREATION	7202 PUBLIC ART	TOTAL
PERSONNEL SERVICES				
.12-10	Salaries Regular	$1,583,150	$0	$1,583,150
.13-10	Salaries No Pension	$130,000	$0	$130,000
.14-10	Salaries Overtime	$60,000	$0	$60,000
.15-10	Salaries Special	$20,000	$0	$20,000
.15-20	Vehicle Expense	$3,800	$0	$3,800
.15-30	Incentive Pay	$2,000	$0	$2,000
.15-60	Hiring Incentive / Referral	$8,400	$0	$8,400
.21-10	Matching FICA	$138,270	$0	$138,270
.22-10	Retirement	$224,880	$0	$224,880
.23-10	Health Insurance	$219,000	$0	$219,000
.23-20	Dental Insurance	$10,100	$0	$10,100
.23-30	Life Insurance	$9,900	$0	$9,900
.25-10	Unemployment Compensation	$2,000	$0	$2,000
TOTAL PERSONNEL SERVICES		**$2,411,500**	**$0**	**$2,411,500**
OPERATING EXPENSES				
.31-20	Professional Medical	$3,000	$0	$3,000
.31-40	Professional Laboratory Fees	$5,200	$0	$5,200
.31-60	Professional Other	$50,500	$0	$50,500
.31-80	IT Services	$107,100	$0	$107,100
.31-90	Grant Management	$10,000	$0	$10,000
.32-10	Accounting and Auditing	$10,000	$0	$10,000
.34-10	Other Contractual Services Rec	$137,000	$0	$137,000
.34-15	Contractual Svcs Pier Pk Events	$66,000	$0	$66,000
.40-10	Travel & Per Diem	$13,200	$0	$13,200
.41-10	Communication	$52,000	$0	$52,000
.42-10	Postage and Freight	$700	$0	$700
.43-10	Utilities Electricity	$288,400	$0	$288,400
.43-20	Utilities Waste Disposal	$15,000	$0	$15,000
.44-10	Rentals & Leases	$42,000	$0	$42,000
.45-10	Insurance Liability, Property, Etc.	$360,000	$0	$360,000
.46-50	Repair and Maintenance Other	$515,000	$2,600	$517,600
.46-70	Repair and Maintenance Resurfacing	$445,000	$0	$445,000
.46-80	Repair and Maintenance ABP	$95,000	$0	$95,000
.47-10	Printing & Binding	$10,700	$0	$10,700
.48-30	Promotional Activities	$15,500	$0	$15,500
.49-10	Other Current Charges	$3,800	$0	$3,800
.51-10	Office Supplies	$7,600	$0	$7,600
.52-10	Operating Supplies	$404,400	$150	$404,550
.52-20	Fuel, Oil & Lubricants	$29,300	$0	$29,300
.52-35	Chemicals	$450,000	$0	$450,000
.52-36	Chemicals ABP	$120,000	$0	$120,000
.52-75	Banners	$9,600	$0	$9,600
.54-10	Books, Pubs and Memberships	$5,300	$0	$5,300
.55-10	Training and Education	$8,900	$0	$8,900
.56-30	Permits and Registration Fees	$6,100	$0	$6,100
TOTAL OPERATING EXPENSES		**$3,286,300**	**$2,750**	**$3,289,050**

CITY OF PANAMA CITY BEACH BUDGET WORKSHEET
DEPARTMENT : RECREATION

Amended 2023-2024		7201 RECREATION	7202 PUBLIC ART	TOTAL
CAPITAL OUTLAY				
.63-10	Improvements	$1,838,000	$0	$1,838,000
.64-20	Machinery & Equipment	$527,500	$0	$527,500
.65-21	Gayle's Trails	$1,156,600	$0	$1,156,600
.65-27	FBP Safe Room	$590,000	$0	$590,000
.65-37	FBP Connector Road	$1,658,500	$0	$1,658,500
.65-90	CIP Other	$60,000	$0	$60,000
.65-93	Skate Park	$200,000	$0	$200,000
TOTAL CAPITAL OUTLAY		**$6,030,600**	**$0**	**$6,030,600**
GRANTS AND AIDS				
.82-10	Contribution to Boys and Girls Club	$64,000	$0	$64,000
.82-15	Contribution to Senior Center	$45,000	$0	$45,000
TOTAL GRANTS AND AIDS		**$109,000**	**$0**	**$109,000**
TOTAL BUDGET		**$11,837,400**	**$2,750**	**$11,840,150**

CITY OF PANAMA CITY BEACH BUDGET WORKSHEET
DEPARTMENT : RECREATION

PROPOSED 2024-2025		7201 RECREATION	7202 PUBLIC ART	TOTAL
PERSONNEL SERVICES				
.12-10	Salaries Regular	$1,681,000	$0	$1,681,000
.13-10	Salaries No Pension	$139,000	$0	$139,000
.14-10	Salaries Overtime	$64,000	$0	$64,000
.15-10	Salaries Special	$21,000	$0	$21,000
.15-20	Vehicle Expense	$3,800	$0	$3,800
.15-30	Incentive Pay	$0	$0	$0
.15-60	Hiring Incentive / Referral	$1,000	$0	$1,000
.21-10	Matching FICA	$146,100	$0	$146,100
.22-10	Retirement	$235,000	$0	$235,000
.23-10	Health Insurance	$241,000	$0	$241,000
.23-20	Dental Insurance	$10,900	$0	$10,900
.23-30	Life Insurance	$10,700	$0	$10,700
.25-10	Unemployment Compensation	$2,000	$0	$2,000
TOTAL PERSONNEL SERVICES		**$2,555,500**	**$0**	**$2,555,500**
OPERATING EXPENSES				
.31-20	Professional Medical	$2,000	$0	$2,000
.31-40	Professional Laboratory Fees	$5,200	$0	$5,200
.31-60	Professional Other	$48,000	$0	$48,000
.31-80	IT Services	$189,900	$0	$189,900
.31-90	Grant Management	$50,000	$0	$50,000
.32-10	Accounting and Auditing	$10,300	$0	$10,300
.34-10	Other Contractual Services Rec	$119,000	$0	$119,000
.34-15	Contractual Svcs Pier Pk Events	$75,000	$0	$75,000
.40-10	Travel & Per Diem	$13,200	$0	$13,200
.41-10	Communication	$54,000	$0	$54,000
.42-10	Postage and Freight	$700	$0	$700
.43-10	Utilities Electricity	$297,100	$0	$297,100
.43-20	Utilities Waste Disposal	$15,500	$0	$15,500
.44-10	Rentals & Leases	$42,000	$0	$42,000
.45-10	Insurance Liability, Property, Etc.	$396,000	$0	$396,000
.46-50	Repair and Maintenance Other	$533,000	$0	$533,000
.46-70	Repair and Maintenance Resurfacing	$25,000	$0	$25,000
.46-80	Repair and Maintenance ABP	$95,000	$0	$95,000
.47-10	Printing & Binding	$8,000	$0	$8,000
.48-30	Promotional Activities	$16,000	$0	$16,000
.49-10	Other Current Charges	$3,000	$0	$3,000
.51-10	Office Supplies	$9,000	$0	$9,000
.52-10	Operating Supplies	$440,000	$0	$440,000
.52-20	Fuel, Oil & Lubricants	$30,200	$0	$30,200
.52-35	Chemicals	$463,500	$0	$463,500
.52-36	Chemicals ABP	$123,600	$0	$123,600
.52-75	Banners	$9,600	$0	$9,600
.54-10	Books, Pubs and Memberships	$6,000	$0	$6,000
.55-10	Training and Education	$9,200	$0	$9,200
.56-30	Permits and Registration Fees	$6,100	$0	$6,100
TOTAL OPERATING EXPENSES		**$3,095,100**	**$0**	**$3,095,100**

CITY OF PANAMA CITY BEACH BUDGET WORKSHEET
DEPARTMENT : RECREATION

PROPOSED 2024-2025		7201 RECREATION	7202 PUBLIC ART	TOTAL
CAPITAL OUTLAY				
.63-10	Improvements	$3,473,000	$0	$3,473,000
.64-20	Machinery & Equipment	$253,000	$0	$253,000
.65-21	Gayle's Trails	$0	$0	$0
.65-27	FBP Safe Room	$5,550,000	$0	$5,550,000
.65-37	FBP Connector Road	$0	$0	$0
.65-90	CIP Other	$340,000	$0	$340,000
.65-93	Skate Park	$1,200,000	$0	$1,200,000
TOTAL CAPITAL OUTLAY		**$10,816,000**	**$0**	**$10,816,000**
GRANTS AND AIDS				
.82-10	Contribution to Boys and Girls Club	$64,000	$0	$64,000
.82-15	Contribution to Senior Center	$65,000	$0	$65,000
TOTAL GRANTS AND AIDS		**$129,000**	**$0**	**$129,000**
TOTAL BUDGET		**$16,595,600**	**$0**	**$16,595,600**

CITY OF PANAMA CITY BEACH BUDGET WORKSHEET
DEPARTMENT : RECREATION

001-7201-572		ORIGINAL BUDGET 2023-2024	AMENDED BUDGET 2023-2024	PROPOSED BUDGET 2024-2025
PERSONNEL SERVICES				
.12-10	Salaries Regular	$1,547,000	$1,583,150	$1,681,000
.13-10	Salaries No Pension	$130,000	$130,000	$139,000
.14-10	Salaries Overtime	$60,000	$60,000	$64,000
.15-10	Salaries Special	$20,000	$20,000	$21,000
.15-20	Vehicle Expense	$3,800	$3,800	$3,800
.15-30	Incentive Pay	$2,000	$2,000	$0
.15-60	Hiring Incentive / Referral	$8,400	$8,400	$1,000
.21-10	Matching FICA	$135,500	$138,270	$146,100
.22-10	Retirement	$220,000	$224,880	$235,000
.23-10	Health Insurance	$237,000	$219,000	$241,000
.23-20	Dental Insurance	$10,100	$10,100	$10,900
.23-30	Life Insurance	$9,900	$9,900	$10,700
.25-10	Unemployment Compensation	$2,000	$2,000	$2,000
TOTAL PERSONNEL SERVICES		**$2,385,700**	**$2,411,500**	**$2,555,500**
			1.1%	*6.0%*
OPERATING EXPENSES				
.31-20	Professional Medical	$3,000	$3,000	$2,000
.31-40	Professional Laboratory Fees	$5,200	$5,200	$5,200
.31-60	Professional Other	$108,000	$50,500	$48,000
.31-80	IT Services	$116,000	$107,100	$189,900
.31-90	Grant Management	$0	$10,000	$50,000
.32-10	Accounting and Auditing	$10,000	$10,000	$10,300
.34-10	Other Contractual Services Rec	$137,000	$137,000	$119,000
.34-15	Contractual Svcs Pier Pk Events	$66,000	$66,000	$75,000
.40-10	Travel & Per Diem	$13,200	$13,200	$13,200
.41-10	Communication	$52,000	$52,000	$54,000
.42-10	Postage and Freight	$700	$700	$700
.43-10	Utilities Electricity	$288,400	$288,400	$297,100
.43-20	Utilities Waste Disposal	$60,000	$15,000	$15,500
.44-10	Rentals & Leases	$42,000	$42,000	$42,000
.45-10	Insurance Liability, Property, Etc.	$178,800	$360,000	$396,000
.46-50	Repair and Maintenance Other	$515,000	$515,000	$533,000
.46-70	Repair and Maintenance Resurfacing	$500,000	$445,000	$25,000
.46-80	Repair and Maintenance ABP	$95,000	$95,000	$95,000
.47-10	Printing & Binding	$10,700	$10,700	$8,000
.48-30	Promotional Activities	$15,500	$15,500	$16,000
.49-10	Other Current Charges	$3,200	$3,800	$3,000
.51-10	Office Supplies	$7,600	$7,600	$9,000
.52-10	Operating Supplies	$407,000	$404,400	$440,000
.52-20	Fuel, Oil & Lubricants	$44,300	$29,300	$30,200
.52-35	Chemicals	$450,000	$450,000	$463,500
.52-36	Chemicals ABP	$120,000	$120,000	$123,600
.52-75	Banners	$9,600	$9,600	$9,600
.54-10	Books, Pubs and Memberships	$3,300	$5,300	$6,000
.55-10	Training and Education	$8,900	$8,900	$9,200
.56-30	Permits and Registration Fees	$6,100	$6,100	$6,100
TOTAL OPERATING EXPENSES		**$3,276,500**	**$3,286,300**	**$3,095,100**
			0.3%	*-5.8%*

CITY OF PANAMA CITY BEACH BUDGET WORKSHEET
DEPARTMENT : RECREATION

001-7201-572	ORIGINAL BUDGET 2023-2024	AMENDED BUDGET 2023-2024	PROPOSED BUDGET 2024-2025
CAPITAL OUTLAY			
.63-10 Improvements	$2,543,000	$1,838,000	$3,473,000
.64-20 Machinery & Equipment	$318,000	$527,500	$253,000
.65-21 Gayle's Trails	$0	$1,156,600	$0
.65-27 FBP Safe Room	$5,592,000	$590,000	$5,550,000
.65-37 FBP Connector Road	$623,000	$1,658,500	$0
.65-90 CIP Other	$0	$60,000	$340,000
.65-93 Skate Park	$0	$200,000	$1,200,000
TOTAL CAPITAL OUTLAY	**$9,076,000**	**$6,030,600**	**$10,816,000**
GRANTS AND AIDS			
.82-10 Contribution to Boys and Girls Club	$64,000	$64,000	$64,000
.82-15 Contribution to Senior Center	$45,000	$45,000	$65,000
TOTAL GRANTS AND AIDS	**$109,000**	**$109,000**	**$129,000**
		0.0%	*18.3%*
TOTAL BUDGET	**$14,847,200**	**$11,837,400**	**$16,595,600**
		-20.3%	*40.2%*
			11.8%

CITY OF PANAMA CITY BEACH BUDGET WORKSHEET
FBR CRA SPECIAL REVENUE FUND INCOME AND NON-REVENUE

160-0000	ACCOUNT DESCRIPTION	ORIGINAL BUDGET 2023-2024	AMENDED BUDGET 2023-2024	PROPOSED BUDGET 2024-2025
325.28-00	CRA Assessments	$900,000	$900,000	$953,919
331.32-01	HMGP Utility Mitigation Grant - 4.3	$3,108,000	$92,800	$3,108,000
331.32-02	HMGP Utility Mitigation Grant - 4.1 & 4.2	$0	$44,540	$4,763,000
331.49-50	HMGP Alf Coleman Drainage Grant	$1,378,000	$1,378,000	$0
331.49-60	FDOT LAP Alf Coleman	$5,819,820	$5,819,820	$0
334.20-70	FDEO CDBG - Lighting Grant	$0	$1,400,000	$0
338.10-00	Reimbursement from CRA Trust Fund	$18,420,920	$21,890,763	$21,381,475
344.90-40	Public Parking Fees	$361,000	$450,000	$464,000
347.59-75	Rental Billboard Barnacle Bay	$7,300	$6,600	$6,800
354.30-00	Parking Citations	$0	$1,600	$0
361.10-00	Interest Earnings Unrestricted	$7,500	$30,000	$40,600
361.11-00	Interest Earnings Restricted	$1,285,000	$2,200,000	$1,610,000
363.24-10	Transportation Proportionate Share Payments	$103,000	$213,000	$219,000
366.20-00	Contributions	$0	$6,500	$0
381.00-00	Interfund Transfers In	$0	$0	$100,000
384.00-00	Debt Proceeds	$40,000,000	$0	$40,000,000
389.90-10	Cash Carry Forward Unrestricted	$746,153	$1,255,018	$812,182
389.90-60	Cash Carry Forward Restricted - Prop Share	$163,728	$150,736	$360,461
389.90-70	Cash Carry Forward Restricted - TIF	$36,512,753	$39,078,207	$34,311,908
389.90-70	Cash Carry Forward Restricted - Other	$25,992,108	$31,895,171	$23,348,984
TOTAL INCOME AND NON-REVENUE		**$134,805,282**	**$106,812,755**	**$131,480,329**
			-20.8%	*23.1%*
				-2.5%

CITY OF PANAMA CITY BEACH BUDGET WORKSHEET
FBR CRA SPECIAL REVENUE FUND

160-5901-559		ORIGINAL BUDGET 2023-2024	AMENDED BUDGET 2023-2024	PROPOSED BUDGET 2024-2025
PERSONNEL SERVICES				
.12-10	Salaries Regular	$341,900	$342,150	$378,200
.14-10	Salaries-Overtime	$8,000	$8,000	$8,900
.15-10	Salaries Special	$3,000	$3,000	$3,000
.15-20	Vehicle Expense	$1,350	$1,350	$1,350
.15-30	Incentive Pay	$8,000	$8,000	$4,000
.15-60	Hiring Incentive / Referral	$1,000	$1,000	$1,000
.21-10	Matching FICA	$27,800	$27,820	$30,300
.22-10	Retirement	$49,000	$49,040	$55,000
.23-10	Health Insurance	$39,000	$34,000	$42,000
.23-20	Dental Insurance	$2,000	$2,000	$2,000
.23-30	Life Insurance	$2,200	$2,200	$2,500
TOTAL PERSONNEL SERVICES		**$483,250**	**$478,560**	**$528,250**
			-1.0%	*10.4%*
OPERATING EXPENSES				
.31-10	Professional Legal	$100,000	$100,000	$80,000
.31-20	Professional Medical	$1,000	$1,000	$1,000
.31-30	Professional Engineering & Architect	$50,000	$50,000	$50,000
.31-60	Professional Other	$1,154,900	$1,154,900	$1,169,000
.31-80	IT Services	$20,000	$16,500	$29,300
.31-90	Grant Management	$0	$70,000	$300,000
.32-10	Accounting and Auditing	$25,000	$25,000	$25,000
.34-10	Contractual Services	$68,500	$68,500	$69,000
.40-10	Travel and Per Diem	$5,000	$5,000	$5,200
.41-10	Communication	$11,100	$11,100	$14,600
.42-10	Postage and Freight	$5,000	$5,000	$1,000
.43-10	Utilities Electricity	$160,000	$270,000	$350,000
.43-20	Utilities Waste Disposal	$1,600	$1,600	$1,000
.44-10	Rentals and Leases	$11,000	$11,000	$6,300
.45-10	Insurance Liability, Property, Etc.	$27,300	$27,300	$30,100
.46-10	Repairs and Mte Building	$2,300	$2,300	$2,400
.46-20	Repairs and Mte Mach and Eq	$75,000	$45,000	$60,000
.46-50	Repairs and Mte Other	$395,300	$345,300	$739,800
.47-10	Printing and Binding	$26,000	$26,000	$10,000
.49-10	Other Current Charges	$10,700	$10,700	$10,700
.51-10	Office Supplies	$4,400	$4,400	$4,400
.52-10	Operating Supplies	$75,400	$62,400	$89,100
.52-20	Fuel, Oil and Lubricants	$18,600	$18,600	$16,000
.54-10	Books, Pubs and Memberships	$4,400	$4,400	$4,000
.55-10	Training and Education	$5,000	$5,000	$5,200
.56-30	Permits & Registration Fees	$3,000	$3,000	$3,000
TOTAL OPERATING EXPENSES		**$2,260,500**	**$2,344,000**	**$3,076,100**
			3.7%	*31.2%*

CITY OF PANAMA CITY BEACH BUDGET WORKSHEET
FBR CRA SPECIAL REVENUE FUND

160-5901-559		ORIGINAL BUDGET 2023-2024	AMENDED BUDGET 2023-2024	PROPOSED BUDGET 2024-2025
CAPITAL OUTLAY				
.61-10	Land	$15,000,000	$17,100,000	$4,200,000
.63-10	Improvements	$1,800	$7,900	$1,400
.64-20	Machinery & Equipment	$48,000	$46,000	$40,000
.65-10	Front Beach Road Segment 4.3	$5,540,000	$990,000	$3,300,000
.65-29	Front Beach Road Segment 4.2	$0	$3,050,000	$14,850,000
.65-65	FBR & S Thomas Lighting	$0	$1,529,000	$0
.65-71	HMGP Seg 4.3 Util Undergrounding	$4,090,000	$0	$0
.65-72	Alf Coleman	$2,810,000	$5,960,000	$0
.65-73	HMGP Alf Coleman Drainage	$1,970,000	$0	$0
.65-74	Front Beach Road Segment 3	$8,910,000	$8,914,000	$3,000,000
.65-77	Hills Road	$0	$1,057,000	$1,100,000
.65-78	Powell Adams	$4,610,000	$1,000	$3,420,000
.65-79	North RJ Blvd Phase 1	$0	$31,000	$0
.65-82	Front Beach Road Segment 2	$0	$50,000	$0
.65-89	Front Beach Road Segment 4.1	$4,870,000	$1,087,000	$14,850,000
.65-90	CIP - Other	$0	$300,000	$1,400,000
TOTAL CAPITAL OUTLAY		**$47,849,800**	**$40,122,900**	**$46,161,400**
DEBT SERVICE				
.71-70	Principal / 2015 Bonds	$2,720,000	$2,720,000	$2,795,000
.72-70	Interest / 2015 Bonds	$708,710	$708,710	$633,430
.72-75	Interest / 2020 Bonds	$1,557,300	$1,557,300	$1,557,300
.72-76	Interest / 2024 Bonds	$806,880	$0	$1,936,500
.73-70	Other Debt Svc Costs	$1,000	$750	$400,000
TOTAL DEPT SERVICE		**$5,793,890**	**$4,986,760**	**$7,322,230**
			-13.9%	*46.8%*
TOTAL BUDGET		**$56,387,440**	**$47,932,220**	**$57,087,980**
			-15.0%	*19.1%*
				1.2%

CITY OF PANAMA CITY BEACH BUDGET WORKSHEET
STORMWATER FUND INCOME AND NON-REVENUE

180-0000	ACCOUNT DESCRIPTION	ORIGINAL BUDGET 2023-2024	AMENDED BUDGET 2023-2024	PROPOSED BUDGET 2024-2025
329.60-00	Driveway Connections	$6,400	$6,400	$6,600
331.30-02	Federal Grants PW Safe Room HMGP	$201,000	$9,850	$191,150
331.39-20	Federal Grants Outfall	$20,726,000	$0	$21,330,000
331.39-30	Federal Grants Vestavia & San Souci	$0	$0	$347,000
331.39-40	Federal Grants Lullwater Lake	$3,000,000	$0	$1,500,000
343.90-00	Stormwater Fees	$3,664,000	$3,664,000	$4,404,636
361.10-00	Unrestricted Interest	$30,000	$130,000	$98,000
364.10-00	Proceeds from Asset Dispositions	$0	$12,000	$0
369.04-00	Engineering Review Fees SW	$13,000	$12,000	$12,600
369.90-10	Miscellaneous	$0	$900	$0
381.00-00	Interfund Transfers	$85,000	$85,000	$100,000
389.90-70	Cash Carry Forward Restricted	$1,174,476	$3,853,171	$3,242,251
TOTAL INCOME AND NON-REVENUE		**$28,899,876**	**$7,773,321**	**$31,232,237**
			-73.1%	*301.8%*
				8.1%

CITY OF PANAMA CITY BEACH BUDGET WORKSHEET
DEPARTMENT : STORMWATER

180-3800-538		ORIGINAL BUDGET 2023-2024	AMENDED BUDGET 2023-2024	PROPOSED BUDGET 2024-2025
PERSONNEL SERVICES				
.12-10	Salaries Regular	$812,000	$795,360	$853,000
.14-10	Salaries Overtime	$11,000	$11,000	$12,000
.15-10	Salaries Special	$6,000	$6,000	$7,000
.15-20	Vehicle Expense	$2,700	$2,700	$2,700
.15-30	Incentive Pay	$6,000	$19,000	$5,000
.15-60	Hiring Incentive / Referral	$2,100	$2,100	$1,000
.21-10	Matching FICA	$64,100	$64,180	$67,300
.22-10	Retirement	$112,000	$112,130	$121,000
.23-10	Health Insurance	$104,000	$99,000	$108,000
.23-20	Dental Insurance	$5,000	$5,000	$5,000
.23-30	Life Insurance	$5,200	$5,200	$5,500
TOTAL PERSONNEL SERVICES		**$1,130,100**	**$1,121,670**	**$1,187,500**
			-0.7%	*5.9%*
OPERATING EXPENSES				
.31-10	Professional Legal	$16,000	$16,000	$16,500
.31-20	Professional Medical	$500	$500	$1,000
.31-30	Professional Engineering/Architect	$95,000	$93,000	$95,000
.31-50	Professional Surveying/Plat Review	$25,000	$25,000	$25,800
.31-60	Professional Other	$54,500	$129,500	$53,700
.31-80	IT Services	$50,000	$46,800	$82,900
.31-90	Grant Management	$0	$90,000	$70,000
.32-10	Accounting and Auditing	$2,800	$2,800	$2,900
.34-10	Other Contractual Services	$100,300	$99,300	$122,300
.40-10	Travel and Per Diem	$10,300	$10,300	$10,300
.41-10	Communication	$17,200	$17,200	$26,900
.42-10	Postage and Freight	$15,000	$15,000	$15,500
.43-10	Utilities Electricity	$5,000	$5,000	$6,000
.43-20	Utilities Waste Disposal	$10,000	$10,000	$10,000
.44-10	Rentals and Leases	$4,300	$4,300	$4,700
.45-10	Insurance Liability, Property, Auto	$63,000	$63,000	$69,300
.46-50	Repairs and Mte Other	$124,000	$124,000	$184,000
.46-60	Repairs and Mte Beach Outfalls	$100,000	$100,000	$100,000
.46-90	Repairs and Mte Lullwater Lake	$0	$150,000	$3,076,000
.47-10	Printing and Binding	$15,800	$15,800	$16,300
.49-10	Other Current Charges	$10,000	$10,000	$10,300
.51-10	Office Supplies	$1,700	$1,700	$1,800
.52-10	Operating Supplies	$56,000	$56,000	$48,100
.52-20	Fuel, Oil and Lubricants	$38,400	$38,400	$35,000
.52-45	Stormwater Supplies	$50,000	$53,900	$50,000
.54-10	Books, Pubs and Memberships	$2,000	$1,000	$1,100
.55-10	Training and Education	$10,000	$9,000	$9,300
.56-30	Permits and Fees	$3,500	$8,500	$9,000
TOTAL OPERATING EXPENSES		**$880,300**	**$1,196,000**	**$4,153,700**
			35.9%	*247.3%*

CITY OF PANAMA CITY BEACH BUDGET WORKSHEET
DEPARTMENT : STORMWATER

180-3800-538		ORIGINAL BUDGET 2023-2024	AMENDED BUDGET 2023-2024	PROPOSED BUDGET 2024-2025
CAPITAL OUTLAY				
.61-10	Land	$200,000	$0	$125,000
.62-10	Buildings	$0	$47,000	$0
.63-10	Improvements	$17,000	$7,200	$30,000
.64-20	Machinery and Equipment	$394,000	$508,200	$502,000
.65-01	Gardenia Street Drainage Imps (Agave)	$0	$137,000	$0
.65-02	Randy Road Drainage Improvements	$382,000	$27,000	$600,000
.65-04	Vestavia & San Souci St. Drainage Imps	$0	$45,000	$434,000
.65-13	30' Drainage Easement Eagle Dr	$0	$409,000	$0
.65-36	Lullwater Lake	$3,000,000	$0	$0
.65-75	PW Safe Room HMGP	$248,000	$45,000	$0
.65-81	Stormwater Outfalls	$20,726,000	$870,000	$21,500,000
.65-90	CIP Other	$0	$0	$0
TOTAL CAPITAL OUTLAY		**$24,967,000**	**$2,095,400**	**$23,191,000**
TOTAL BUDGET		**$26,977,400**	**$4,413,070**	**$28,532,200**
			-83.6%	*546.5%*
				5.8%

CITY OF PANAMA CITY BEACH BUDGET WORKSHEET
UTILITY FUND INCOME AND NON-REVENUE

401-0000	ACCOUNT DESCRIPTION	ORIGINAL BUDGET 2023-2024	AMENDED BUDGET 2023-2024	PROPOSED BUDGET 2024-2025
324.16-11 : 35	Water Impact Fees	$636,000	$890,000	$918,000
324.17-11 : 35	Sewer Impact Fees	$5,835,000	$6,265,000	$6,453,000
331.30-03	HMGP UG Utilities Safe Room	$531,000	$0	$531,000
334.30-00	State Grants Septic to Sewer	$2,982,000	$100,000	$2,900,000
334.36-00	State Grants Grand Lagoon Sewer	$0	$47,930	$0
343.30-00	Water Tap On Fee	$405,000	$630,000	$662,000
343.31-00	Water Sales	$18,103,000	$17,540,000	$17,715,000
343.32-00	Water Sales / Sprinklers	$2,170,000	$2,060,000	$2,081,000
343.50-00	Sewer Tap On Fee	$180,000	$150,000	$153,000
343.51-00	Sewer Sales	$16,800,000	$16,850,000	$17,524,000
343.55-00	Sewer System Supplies	$100	$100	$100
343.56-00	Private LS Pump Outs	$2,000	$100	$100
343.58-00	Reuse Water Sales	$686,000	$770,000	$778,000
343.69-00	Reactivation / Reset Fee	$140,000	$125,000	$125,000
343.91-00	Leachate	$100,000	$100,000	$100,000
359.70-00	Penalties / Late Payments	$420,000	$460,000	$460,000
361.10-00	Interest Earnings Unrestricted	$1,563,000	$3,300,000	$2,412,000
361.11-00	Interest Earnings Restricted	$370,000	$600,000	$541,000
364.10-00	Proceeds Sales	$25,000	$0	$0
364.20-00	Proceeds from Asset Dispositions	$25,000	$50,000	$50,000
365.10-00	Surplus Mat'ls and Scrap	$6,000	$6,000	$6,000
369.01-00	Administrative Fees	$19,000	$19,000	$19,000
369.03-00	Engineering Review Fees Wtr & Swr	$50,000	$40,000	$40,000
369.30-10	Insurance Proceeds	$0	$7,000	$0
369.90-10	Miscellaneous	$4,000	$4,000	$4,000
389.41-00	Contributions FMIT	$3,000	$1,500	$1,500
389.90-10	Cash Carry Forward Unrestricted	$69,426,451	$73,534,271	$70,291,724
389.90-70	Cash Carry Forward Restricted	$31,155,201	$31,148,083	$36,703,270
TOTAL INCOME AND NON-REVENUE		**$151,636,752**	**$154,697,984**	**$160,468,694**
			2.0%	*3.7%*
				5.8%

CITY OF PANAMA CITY BEACH BUDGET WORKSHEET
DEPARTMENT : WATER

401-3300-533		ORIGINAL BUDGET 2023-2024	AMENDED BUDGET 2023-2024	PROPOSED BUDGET 2024-2025
PERSONNEL SERVICES				
.12-10	Salaries Regular	$2,567,000	$2,400,000	$2,992,000
.13-10	Salaries No Pension	$35,800	$10,000	$45,000
.14-10	Salaries Overtime	$141,000	$200,000	$211,000
.15-10	Salaries Special	$36,000	$30,100	$38,000
.15-20	Vehicle Expense	$3,800	$3,800	$3,800
.15-30	Incentive Pay	$17,000	$31,000	$31,000
.15-60	Hiring Incentive / Referral	$1,000	$1,000	$1,000
.21-10	Matching FICA	$214,300	$205,000	$254,100
.22-10	Retirement	$353,000	$357,110	$424,000
.23-10	Health Insurance	$335,000	$280,000	$375,000
.23-20	Dental Insurance	$15,000	$14,000	$17,000
.23-30	Life Insurance	$16,300	$16,300	$19,000
.25-10	Unemployment Compensation	$5,000	$5,000	$5,000
TOTAL PERSONNEL SERVICES		**$3,740,200**	**$3,553,310**	**$4,415,900**
			-5.0%	*24.3%*
OPERATING EXPENSES				
.31-10	Professional Legal	$26,000	$26,000	$26,000
.31-20	Professional Medical	$3,000	$3,000	$3,000
.31-30	Professional Engineering/Architect	$41,000	$20,000	$20,000
.31-40	Professional Laboratory Fees	$50,000	$50,000	$50,000
.31-50	Professional Surveying/Plat Review	$3,000	$3,000	$3,000
.31-60	Professional Other	$414,000	$80,000	$64,000
.31-80	IT Services	$173,000	$159,100	$282,200
.31-90	Grant Management	$0	$2,000	$5,000
.32-10	Accounting and Auditing	$20,000	$20,000	$20,600
.34-10	Other Contractual Services	$527,000	$500,000	$511,000
.40-10	Travel and Per Diem	$20,000	$12,000	$20,000
.41-10	Communication	$89,100	$102,000	$115,000
.42-10	Postage and Freight	$64,000	$25,000	$26,000
.43-10	Utilities Electric	$460,000	$440,000	$460,000
.43-20	Utilities Waste Disposal	$12,000	$12,000	$12,400
.43-40	Utilities Water Purchased fr Bay Cty	$10,599,000	$9,800,000	$10,599,000
.44-10	Rentals and Leases	$31,000	$30,000	$31,500
.45-10	Insurance Liability, Property, Etc.	$336,000	$240,000	$264,000
.46-10	Repairs and Mte Buildings	$20,000	$20,000	$21,000
.46-20	Repairs and Mte Mach and Equipmt	$60,000	$60,000	$70,000
.46-30	Repairs and Mte Meters	$67,600	$110,000	$114,000
.46-40	Repairs and Mte Fleet	$27,000	$45,000	$47,000
.46-50	Repairs and Mte Other	$276,000	$240,000	$276,000
.47-10	Printing and Binding	$10,000	$10,000	$10,000
.49-10	Other Current Charges	$10,000	$5,000	$5,200
.51-10	Office Supplies	$16,000	$16,000	$16,000
.52-10	Operating Supplies	$224,000	$220,000	$224,000
.52-20	Fuel, Oil and Lubricants	$100,000	$75,000	$78,000
.52-30	Water System Supplies	$260,000	$275,000	$284,000
.52-35	Chemicals	$45,000	$45,000	$47,000
.52-40	Meters	$900,000	$800,000	$900,000
.54-10	Books, Pubs and Memberships	$5,200	$5,200	$5,200
.55-10	Training and Education	$12,000	$16,000	$17,000
.56-30	Permits and Fees	$4,500	$7,000	$7,300
TOTAL OPERATING EXPENSES		**$14,905,400**	**$13,473,300**	**$14,634,400**
			-9.6%	*8.6%*

CITY OF PANAMA CITY BEACH BUDGET WORKSHEET
DEPARTMENT : WATER

401-3300-533		ORIGINAL BUDGET 2023-2024	AMENDED BUDGET 2023-2024	PROPOSED BUDGET 2024-2025
CAPITAL OUTLAY				
.61-10	Land	$700,000	$922,000	$500,000
.62-10	Buildings	$140,000	$0	$140,000
.62-15	Buildings Utilities Admin/Support	$1,496,000	$258,000	$2,274,000
.63-10	Improvements	$547,400	$44,000	$324,000
.64-20	Machinery and Equipment	$1,301,300	$1,633,000	$653,000
.65-10	CRA Seg 4.3 Relo	$0	$47,000	$740,000
.65-11	PCB Pkwy Lantana St. to R. Jackson Blvd.	$0	$210,000	$0
.65-15	SR 79 To West End PS Supply Main	$2,101,000	$0	$309,000
.65-16	PCB Pkwy R. Jackson to Hathaway Bridge	$440,000	$0	$401,000
.65-20	Rose Lane & Ave B and C Wtr Main	$882,000	$2,043,000	$115,000
.65-24	PCB Pkwy Mandy Ln to Argonaut St	$0	$64,000	$64,000
.65-25	West End Ground Storage PS and Tank	$663,000	$0	$663,000
.65-29	Water Service Replacements Phase II	$0	$0	$301,000
.65-32	Woodlawn Water System Imps	$0	$25,000	$229,000
.65-33	Bid A Wee Water System Imps	$742,000	$32,000	$678,000
.65-35	Automated Water Meter Reading	$1,050,000	$490,000	$1,470,000
.65-38	North Lagoon Watermain	$36,000	$0	$60,000
.65-39	Holly St Transmission Main	$153,000	$0	$0
.65-40	Thomas Dr/Beach Dr Utility Relocates	$10,000	$74,000	$0
.65-45	CRA Seg 4.2 Relo	$30,000	$76,000	$490,000
.65-47	Laguna Beach Water System Imps	$3,382,000	$2,350	$0
.65-49	CRA Seg 4.1 Relo	$348,000	$72,000	$465,000
.65-69	UG Utility Safe Room HMGP	$69,000	$16,000	$90,000
.65-74	CRA Seg 3 Relo	$574,000	$256,000	$44,000
.65-78	CRA Powell Adams Relo	$92,000	$0	$122,000
.65-90	System Extensions/Loops/Other Future Projects	$4,620,000	$828,000	$8,376,000
TOTAL CAPITAL OUTLAY		**$19,376,700**	**$7,092,350**	**$18,508,000**
			-63.4%	*161.0%*
TOTAL BUDGET		**$38,022,300**	**$24,118,960**	**$37,558,300**
			-36.6%	*55.7%*
				-1.2%

CITY OF PANAMA CITY BEACH BUDGET WORKSHEET
DEPARTMENT : WASTEWATER

401-3500-535		ORIGINAL BUDGET 2023-2024	AMENDED BUDGET 2023-2024	PROPOSED BUDGET 2024-2025
PERSONNEL SERVICES				
.12-10	Salaries Regular	$3,297,000	$3,040,000	$3,728,000
.13-10	Salaries No Pension	$15,400	$10,000	$19,300
.14-10	Salaries Overtime	$202,000	$270,000	$284,000
.15-10	Salaries Special	$36,000	$36,000	$38,000
.15-20	Vehicle Expense	$1,700	$1,700	$1,700
.15-30	Incentive Pay	$20,200	$26,000	$26,000
.15-60	Hiring Incentive / Referral	$1,000	$1,000	$1,000
.21-10	Matching FICA	$274,000	$260,000	$314,000
.22-10	Retirement	$467,000	$473,020	$536,000
.23-10	Health Insurance	$434,000	$370,000	$503,000
.23-20	Dental Insurance	$19,000	$19,000	$23,000
.23-30	Life Insurance	$21,000	$21,000	$23,700
.25-10	Unemployment Compensation	$5,000	$5,000	$5,000
.29-10	Allocated Salaries/Benefits	$30,000	$10,000	$10,000
TOTAL PERSONNEL SERVICES		**$4,823,300**	**$4,542,720**	**$5,512,700**
			-5.8%	*21.4%*
OPERATING EXPENSES				
.31-10	Professional Legal	$36,000	$30,000	$30,900
.31-20	Professional Medical	$3,200	$3,200	$3,300
.31-30	Professional Engineering/Architect	$100,000	$75,000	$77,300
.31-40	Professional Laboratory Fees	$130,000	$150,000	$154,500
.31-50	Professional Surveying/Plat Review	$10,000	$10,000	$10,000
.31-60	Professional Other	$226,000	$340,000	$61,000
.31-80	IT Services	$228,000	$212,800	$377,400
.31-90	Grant Management	$0	$1,000	$3,000
.32-10	Accounting and Auditing	$20,000	$20,000	$20,600
.34-10	Other Contractual Services	$336,000	$270,000	$277,000
.40-10	Travel and Per Diem	$10,000	$10,000	$10,000
.41-10	Communication	$100,000	$115,000	$183,000
.42-10	Postage and Freight	$33,000	$24,000	$24,800
.43-10	Utilities Electric	$1,200,000	$1,200,000	$1,236,000
.43-20	Utilities Waste Disposal	$540,000	$520,000	$540,000
.44-10	Rentals and Leases	$109,000	$70,000	$72,100
.45-10	Insurance Liability, Property, Etc.	$400,000	$370,000	$407,000
.46-10	Repairs and Mte Buildings	$150,000	$132,000	$150,000
.46-20	Repairs and Mte Mach and Equipmt	$240,000	$220,000	$240,000
.46-30	Repairs and Mte Meters	$35,000	$55,000	$56,700
.46-40	Repairs and Mte Fleet	$40,000	$38,000	$40,000
.46-50	Repairs and Mte Other	$2,200,000	$1,900,000	$2,000,000
.47-10	Printing and Binding	$8,000	$8,000	$8,000
.48-30	Promotional Materials	$3,000	$3,000	$3,000
.49-10	Other Current Charges	$7,000	$5,000	$5,000
.51-10	Office Supplies	$9,000	$14,000	$14,500
.52-10	Operating Supplies	$450,000	$432,000	$450,000
.52-20	Fuel, Oil and Lubricants	$100,000	$90,000	$95,000
.52-30	Sewer System Supplies	$114,000	$170,000	$176,000
.52-35	Chemicals	$757,000	$890,000	$917,000
.52-40	Meters	$250,000	$300,000	$309,000
.54-10	Books, Pubs and Memberships	$4,000	$4,000	$4,000
.55-10	Training and Education	$21,000	$21,000	$21,700
.56-30	Permits and Fees	$16,000	$16,000	$16,500
TOTAL OPERATING EXPENSES		**$7,885,200**	**$7,719,000**	**$7,994,300**
			-2.1%	*3.6%*

CITY OF PANAMA CITY BEACH BUDGET WORKSHEET
DEPARTMENT : WASTEWATER

401-3500-535		ORIGINAL BUDGET 2023-2024	AMENDED BUDGET 2023-2024	PROPOSED BUDGET 2024-2025
CAPITAL OUTLAY				
.61-10	Land	$500,000	$2,000	$1,000,000
.62-10	Buildings	$140,000	$0	$60,000
.62-15	Buildings Utilities Admin/Support	$908,000	$177,000	$1,414,000
.63-10	Improvements	$488,000	$1,030,000	$4,569,000
.63-80	WWTP to Griffin Blvd Connection	$1,394,000	$35,000	$0
.64-20	Machinery and Equipment	$2,936,000	$2,739,000	$1,528,000
.65-09	Conservation Park Trail Stabilization	$560,000	$0	$660,000
.65-10	CRA Seg 4.3 Relo	$0	$87,000	$731,000
.65-11	FDOT PCB Pkwy Nautilus St. to R. Jackson Blvd.	$0	$140,000	$0
.65-12	Catwalk & Valve Replacement	$3,101,000	$154,000	$1,425,000
.65-16	PCB Pkwy R. Jackson to Hathaway Bridge	$84,000	$0	$276,000
.65-17	Conservation Park Boardwalk Replacement	$310,000	$25,000	$650,000
.65-24	FDOT PCB Pkwy Mandy Lane to Nautilus Street	$0	$54,000	$54,000
.65-35	Automated Water Meter Reading	$0	$210,000	$630,000
.65-40	Thomas Drive Utility Relocation	$501,000	$54,000	$0
.65-45	CRA Seg 4.2 Relo	$30,000	$68,000	$499,000
.65-46	Odor Control	$0	$0	$550,000
.65-49	CRA Seg 4.1 Relo	$503,000	$69,000	$448,000
.65-51	Jamaican LS #74 Replacement	$754,000	$0	$1,031,000
.65-52	Wildwood LS #19 Replacement	$165,000	$49,000	$389,000
.65-60	Cobb LS #73 Replacement	$832,000	$88,000	$1,762,000
.65-64	Grand Lagoon Septic to Sewer Grant	$0	$12,000	$0
.65-69	UG Utility Sfe Room HMGP	$52,000	$4,000	$75,000
.65-74	CRA Seg 3 Relo	$498,000	$400,000	$35,000
.65-78	CRA Powell Adams Relo	$137,000	$0	$178,000
.65-86	Laguna Beach Sewer Expansion	$0	$1,200,000	$4,900,000
.65-90	Future Projects	$13,660,000	$878,000	$12,790,000
TOTAL CAPITAL OUTLAY		**$27,553,000**	**$7,475,000**	**$35,654,000**
TOTAL BUDGET		**$40,261,500**	**$19,736,720**	**$49,161,000**
			-51.0%	*149.1%*
				22.1%

CITY OF PANAMA CITY BEACH BUDGET WORKSHEET
DEPARTMENT : UTILITY DEBT SERVICE

401-3300-533		ORIGINAL BUDGET 2023-2024	AMENDED BUDGET 2023-2024	PROPOSED BUDGET 2024-2025
.71-77	Debt Svc Principal 2020A Bonds	$1,190,000	$1,190,000	$1,210,000
.71-85	Debt Svc Principal 2022 Bonds	$1,175,000	$1,175,000	$1,185,000
.71-95	Debt Svc Principal Rev Certificates	$125,000	$125,000	$125,000
.72-77	Debt Svc Interest 2020A Bonds	$263,430	$263,430	$244,980
.72-85	Debt Svc Interest 2022 Bonds	$154,880	$154,880	$138,790
.73-10	Other Debt Svc Costs	$0	$0	$0
TOTAL DEBT SERVICE		**$2,908,310**	**$2,908,310**	**$2,903,770**
			0.0%	*-0.2%*
				-0.2%

CITY OF PANAMA CITY BEACH BUDGET WORKSHEET
PIER FUND INCOME AND NON-REVENUE

402-0000	**ACCOUNT DESCRIPTION**	**ORIGINAL BUDGET 2023-2024**	**AMENDED BUDGET 2023-2024**	**PROPOSED BUDGET 2024-2025**
347.50-00	Pier Passes	$16,000	$20,000	$20,400
347.55-00	Pier Admissions	$1,499,000	$1,330,000	$1,330,000
347.58-00	Volleyball Court Rental	$1,000	$1,000	$1,000
361.10-00	Interest Earnings Unrestricted	$47,000	$75,000	$47,000
362.30-00	Rent	$361,000	$380,000	$300,000
369.90-10	Miscellaneous	$1,000	$500	$500
389.90-10	Cash Carry Forward Unrestricted	$1,726,784	$1,918,544	$1,668,924
389.90-15	Cash Carry Forward Designated R & R	$800,000	$800,000	$625,000
TOTAL INCOME AND NON-REVENUE		**$4,451,784**	**$4,525,044**	**$3,992,824**
			1.65%	-11.76%
				-10.31%

CITY OF PANAMA CITY BEACH BUDGET WORKSHEET
PIER

402-7500-575		ORIGINAL BUDGET 2023-2024	AMENDED BUDGET 2023-2024	PROPOSED BUDGET 2024-2025
PERSONNEL SERVICES				
.12-10	Salaries Regular	$428,400	$431,170	$443,100
.13-10	Salaries No Pension	$65,000	$65,000	$66,500
.14-10	Salaries Overtime	$13,000	$13,000	$13,700
.15-10	Salaries Special	$6,000	$6,000	$5,000
.15-20	Vehicle Expense	$1,350	$1,350	$1,350
.15-60	Hiring Incentive / Referral	$1,000	$1,000	$1,000
.21-10	Matching FICA	$39,400	$39,620	$40,600
.22-10	Retirement	$61,000	$61,380	$64,000
.23-10	Health Insurance	$72,100	$65,500	$70,400
.23-20	Dental Insurance	$3,100	$3,100	$3,200
.23-30	Life/STD/LTD Insurance	$2,800	$2,800	$2,900
.25-10	Unemployment Compensation	$1,000	$1,000	$1,000
.29-10	Allocated Wages	$0	$0	$0
TOTAL PERSONNEL SERVICES		**$694,150**	**$690,920**	**$712,750**
			-0.5%	*3.2%*
OPERATING EXPENSES				
.31-10	Professional Legal	$12,000	$12,000	$12,000
.31-20	Professional Medical	$400	$400	$400
.31-50	Professional Surveying and Plat	$10,000	$10,000	$5,000
.31-60	Professional Other	$9,600	$9,600	$8,400
.31-80	IT Services	$30,000	$32,000	$56,800
.32-10	Accounting and Auditing	$3,400	$3,400	$3,600
.34-10	Other Contractual Services	$39,400	$39,400	$31,200
.40-10	Travel and Per Diem	$500	$500	$500
.41-10	Communication	$13,900	$13,900	$15,100
.42-10	Postage and Freight	$100	$500	$100
.43-10	Utilities Electricity	$39,200	$39,200	$38,000
.43-20	Utilities Waste Disposal	$12,800	$12,800	$12,800
.44-10	Rentals and Leases	$110,600	$89,600	$92,500
.45-10	Insurance Liability / Auto /Etc.	$56,000	$48,000	$53,000
.46-50	Repairs and Mte Other	$58,300	$58,300	$60,100
.46-80	Repairs and Mte Beach Access	$35,000	$35,000	$35,000
.47-10	Printing and Binding	$2,000	$2,000	$2,000
.48-30	Promotional Activities	$1,500	$1,500	$1,500
.49-10	Other Current Charges	$1,500	$1,500	$1,500
.51-10	Office Supplies	$2,000	$2,000	$2,000
.52-10	Operating Supplies	$71,400	$69,000	$83,000
.52-20	Fuel, Oil and Lubricants	$10,000	$10,000	$10,000
.54-10	Books, Pubs and Memberships	$1,000	$1,000	$1,000
.55-10	Training and Education	$600	$600	$600
.56-30	Permits and Registration Fees	$1,100	$1,100	$1,100
TOTAL OPERATING EXPENSES		**$522,300**	**$493,300**	**$527,200**
			-5.6%	*6.9%*
CAPITAL OUTLAY				
.63-10	Improvements	$900	$23,900	$0
.64-20	Machinery and Equipment	$19,000	$19,000	$191,000
.65-90	Pier Deck Improvements	$0	$175,000	$0
TOTAL CAPITAL OUTLAY		**$19,900**	**$217,900**	**$191,000**
CONTRIBUTIONS				
.81-05	TDC Contribution Fireworks	$10,000	$10,000	$10,000
TOTAL CONTRIBUTIONS		**$10,000**	**$10,000**	**$10,000**
TOTAL BUDGET		**$1,246,350**	**$1,412,120**	**$1,440,950**
			13.3%	*2.0%*
				15.6%

CITY OF PANAMA CITY BEACH BUDGET WORKSHEET
AQUATIC CENTER FUND INCOME AND NON-REVENUE

403-0000	ACCOUNT DESCRIPTION	ORIGINAL BUDGET 2023-2024	AMENDED BUDGET 2023-2024	PROPOSED BUDGET 2024-2025
347.50-10	Daily Entry Fees	$134,000	$160,000	$165,000
347.50-12	Daily Entry Fees-Tax Exempt	$5,000	$5,000	$5,000
347.50-15	Membership Passes	$49,000	$52,000	$55,000
347.50-19	Swim Club Spectator Pass	$4,000	$3,000	$3,000
347.50-20	Swimming Lessons	$91,000	$75,000	$76,000
347.50-25	Safety Classes	$6,000	$7,000	$7,100
347.50-30	Other Aquatic Programs	$19,000	$18,000	$19,000
347.50-35	Summer Swim Camps	$6,000	$6,000	$6,100
347.50-40	Sports Advertising	$2,100	$3,000	$3,000
347.50-45	Swim Team Fees	$105,000	$110,000	$115,000
347.50-50	Private Party Rentals	$6,000	$6,000	$6,100
347.50-60	Birthday Party/Umbrella Rentals	$10,000	$10,000	$10,500
347.50-75	Retail Sales	$8,000	$7,000	$7,200
347.50-80	Concession Sales	$41,000	$65,000	$67,000
361.10-00	Interest	$11,000	$14,000	$6,000
369.30-10	Insurance Proceeds	$0	$0	$0
369.90-10	Miscellaneous	$0	$0	$0
381.00-00	Interfund Transfers	$750,000	$750,000	$1,000,000
389.90-10	Cash Carry Forward Unrestricted	$345,850	$464,385	$207,175
TOTAL INCOME AND NON-REVENUE		**$1,592,950**	**$1,755,385**	**$1,758,175**
			10.2%	*0.2%*
				10.4%

CITY OF PANAMA CITY BEACH BUDGET WORKSHEET
AQUATIC CENTER

403-0000-572		ORIGINAL BUDGET 2023-2024	AMENDED BUDGET 2023-2024	PROPOSED BUDGET 2024-2025
PERSONNEL SERVICES				
.12-10	Salaries Regular	$352,500	$353,300	$380,800
.13-10	Salaries No Pension	$234,900	$234,900	$239,000
.14-10	Salaries Overtime	$15,000	$20,000	$21,100
.15-10	Salaries Special	$7,000	$7,000	$6,000
.15-20	Vehicle Expense	$270	$270	$270
.21-10	Matching FICA	$46,700	$47,150	$49,600
.22-10	Retirement	$50,600	$51,390	$56,500
.23-10	Health Insurance	$51,000	$47,000	$50,400
.23-20	Dental Insurance	$2,200	$2,200	$2,300
.23-30	Life Insurance	$2,300	$2,300	$2,500
.25-10	Unemployment Compensation	$1,000	$1,000	$1,000
TOTAL PERSONNEL SERVICES		**$763,470**	**$766,510**	**$809,470**
			0.4%	*5.6%*
OPERATING EXPENSES				
.31-10	Professional Legal	$1,500	$1,500	$1,600
.31-20	Professional Medical	$2,100	$2,100	$2,100
.31-60	Professional Other	$14,900	$14,900	$11,600
.31-80	IT Services	$27,000	$22,900	$40,500
.32-10	Accounting and Auditing	$3,500	$3,500	$3,700
.34-10	Other Contractual Services	$46,100	$46,100	$41,900
.40-10	Travel and Per Diem	$2,600	$2,600	$2,600
.41-10	Communication	$12,000	$12,000	$12,000
.42-10	Postage and Freight	$400	$400	$400
.43-10	Utilities Electric	$171,000	$171,000	$176,200
.44-10	Rentals and Leases	$15,000	$15,000	$15,200
.45-10	Insurance Liability, Property, Etc.	$49,000	$60,000	$66,000
.46-50	Repairs and Mte Other	$70,000	$76,000	$78,300
.47-10	Printing and Binding	$4,200	$4,200	$4,200
.48-30	Promotional Activities	$700	$700	$700
.49-10	Other Current Charges	$700	$700	$500
.51-10	Office Supplies	$2,100	$2,100	$2,200
.52-10	Operating Supplies	$80,400	$68,600	$65,200
.52-20	Fuel	$500	$500	$500
.52-25	Concession Stand Product	$30,000	$30,000	$30,900
.52-35	Chemicals	$88,000	$88,000	$90,700
.52-75	Banners	$1,100	$1,100	$1,200
.54-10	Books, Pubs and Memberships	$1,000	$1,000	$1,000
.55-10	Training and Education	$4,200	$5,000	$5,200
.56-30	Permits and Fees	$5,100	$5,100	$5,100
TOTAL OPERATING EXPENSES		**$633,100**	**$635,000**	**$659,500**
			0.3%	*3.9%*
CAPITAL OUTLAY				
.63-10	Improvements	$900	$0	$100,000
.64-20	Machinery and Equipment	$43,700	$83,700	$29,500
TOTAL CAPITAL OUTLAY		**$44,600**	**$83,700**	**$129,500**
TOTAL BUDGET		**$1,441,170**	**$1,485,210**	**$1,598,470**
			3.1%	*7.6%*
				10.9%

CITY OF PANAMA CITY BEACH BUDGET WORKSHEET
IT INTERNAL SERVICE FUND INCOME AND NON-REVENUE

501-0000		ORIGINAL BUDGET 2023-2024	AMENDED BUDGET 2023-2024	PROPOSED BUDGET 2024-2025
341.40-00	IT Allocation	$1,591,000	$1,474,800	$2,615,600
341.50-00	IT Demand	$3,386,400	$0	$0
381.00-00	Interfund Transfers	$0	$0	$0
389.90-10	Cash Carry Forward	$0	$0	$0
TOTAL INCOME AND NON-REVENUE		**$4,977,400**	**$1,474,800**	**$2,615,600**

CITY OF PANAMA CITY BEACH BUDGET WORKSHEET
DEPARTMENT: IT

501-0000-000		ORIGINAL BUDGET 2023-2024	AMENDED BUDGET 2023-2024	PROPOSED BUDGET 2024-2025
PERSONNEL SERVICES				
.12-10	Salaries Regular	$557,000	$557,000	$624,000
.13-10	Salaries Other	$0	$5,000	$5,000
.14-10	Salaries Overtime	$10,000	$10,000	$12,000
.15-10	Salaries Special	$2,400	$3,500	$3,700
.15-20	Vehicle Expense	$5,400	$5,400	$5,400
.15-60	Hiring Incentive / Referral	$500	$500	$500
.21-10	Matching FICA	$44,100	$44,100	$49,800
.22-10	Retirement	$77,000	$77,000	$88,000
.23-10	Health Insurance	$55,000	$51,000	$55,000
.23-20	Dental Insurance	$3,000	$3,000	$3,000
.23-30	Life Insurance	$3,600	$3,600	$4,000
TOTAL PERSONNEL SERVICES		**$758,000**	**$760,100**	**$850,400**
				11.9%
OPERATING EXPENSES				
.31-10	Legal	$0	$20,000	$15,000
.31-20	Professional Medical	$100	$100	$200
.31-60	Professional Other	$662,000	$128,000	$1,115,000
.32-10	Accounting and Auditing	$1,000	$1,000	$1,100
.34-10	Other Contractual Services	$1,314,000	$263,000	$285,000
.40-10	Travel and Per Diem	$6,000	$6,000	$9,000
.41-10	Communication	$708,000	$21,000	$26,000
.42-10	Postage and Freight	$500	$500	$500
.43-10	Utilities Electric	$20,000	$10,000	$12,000
.43-20	Utilities Waste Disposal	$1,000	$1,000	$1,000
.44-10	Rentals and Leases	$104,000	$4,000	$4,000
.45-10	Insurance Liability, Property, Etc.	$16,800	$10,000	$11,000
.46-50	Repairs and Maintenance Other	$26,000	$17,000	$18,000
.47-10	Printing and Binding	$500	$500	$500
.49-10	Other Current Charges	$1,000	$1,000	$1,000
.51-10	Office Supplies	$5,000	$5,000	$5,000
.52-10	Operating Supplies	$305,000	$66,000	$71,000
.52-20	Fuel, Oil and Lubricants	$1,500	$1,500	$1,500
.52-99	IT Inventory	$0	$10,000	$10,300
.54-10	Books, Pubs and Memberships	$3,000	$3,000	$3,000
.55-10	Training and Education	$18,000	$18,000	$27,000
.56-30	Permits & Licenses	$0	$100	$100
TOTAL OPERATING EXPENSES		**$3,193,400**	**$586,700**	**$1,617,200**
				175.6%
CAPITAL OUTLAY				
.63-10	Improvements	$555,000	$13,000	$5,000
.64-20	Machinery and Equipment	$421,000	$58,000	$73,000
TOTAL CAPITAL OUTLAY		**$976,000**	**$71,000**	**$78,000**
TOTAL BUDGET		**$4,927,400**	**$1,417,800**	**$2,545,600**
				79.5%

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:	***2. MEETING DATE:***
Joey St. Germain, Community Redevelopment Agency	September 12, 2024

3. REQUESTED MOTION/ACTION:

Approve Resolution No. 24-164 which amends the FY 2024 and establishes the FY 2025 budget for the Panama City Beach Community Redevelopment Agency.

4. AGENDA:

REGULAR AGENDA AND DISCUSSION / ACTION ITEMS

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: N/A

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:
Transportation
Economic Development
Attractive Community

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

Throughout the year, facts and circumstances change which makes it necessary for the revenues and expenditures originally budgeted to be amended to reflect such changes.

Additionally, to comply with Florida law, the City of Panama City Beach Community Redevelopment Agency must adopt a proposed budget for fiscal year 2025 prior to October 1, 2024. The attached budget for FY 2025 has been prepared in accordance with Section 163.387, Florida Statutes, which provides that moneys in the redevelopment trust fund may be expended for undertakings of a community redevelopment agency as described in the community redevelopment plan only pursuant to an annual budget adopted by the governing body of the community redevelopment agency and only for the specific purposes specified in that statute.

Staff recommends approval.

2025 CRA Budgets.pdf
FY 2025 CRA Agency Budget.pdf
Attachment II - CRA Budget FY 2025.pdf

RESOLUTION NO. 24-164

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AND EX-OFFICIO AS THE GOVERNING BODY OF THE PANAMA CITY BEACH COMMUNITY REDEVELOPMENT AGENCY; MAKING FINDINGS OF FACT; AMENDING THE BUDGET FOR THE PANAMA CITY BEACH COMMUNITY REDEVELOPMENT AGENCY FOR THE FISCAL YEAR COMMENCING ON OCTOBER 1, 2023, AND ENDING ON SEPTEMBER 30, 2024; ESTABLISHING THE BUDGET FOR THE PANAMA CITY BEACH COMMUNITY REDEVELOPMENT AGENCY FOR THE FISCAL YEAR COMMENCING ON OCTOBER 1, 2024, AND ENDING ON SEPTEMBER 30, 2025; APPROPRIATING THE USE OF FUNDS SHOWN THEREIN AS STATED AND AS MAY BE NECESSARY OR DEEMED NECESSARY TO DEFRAY ALL EXPENSES AND LIABILITIES RELATING TO THE RESPECTIVE PIER PARK AND FRONT BEACH ROAD REDEVELOPMENT PLANS FOR EACH SUCH FISCAL YEAR; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AND EX-OFFICIO AS THE GOVERNING BODY OF THE PANAMA CITY BEACH COMMUNITY REDEVELOPMENT AGENCY, AS FOLLOWS:

SECTION 1. AUTHORITY

Pursuant to Article VIII, Section 2(b) of the Florida Constitution, and Sections 166.021 and 166.041, Florida Statutes, the City of Panama City Beach (the "City") has all powers of local self-government to perform municipal functions, render municipal services, and budget and appropriate funds for the same. Pursuant to Section 163.358, Florida Statutes, the City Council of the City, acting *ex officio* as the governing body of the Panama City Beach Community Redevelopment Agency (the "Agency"), has all the powers necessary or convenient to carry out and effectuate the purposes and provisions of Part III of

Chapter 163, Florida Statutes (the "Community Redevelopment Act"), including the power to budget and appropriate redevelopment funds for such purposes.

SECTION 2. COMMUNITY REDEVELOPMENT AGENCY 2024 AMENDED BUDGET.

A. The 2024 budget of the Agency adopted September 14, 2023, by Resolution 23-217 is hereby amended as shown upon attached, incorporated, and marked “Attachment I” for the fiscal year beginning October 1, 2023, and ending September 30, 2024.

B. The 2024 revenues shown in Attachment I for the Front Beach Road Redevelopment Project, or as much thereof as may be needed or deemed necessary, are hereby appropriated for the purposes shown in Attachment I for all expenses and liabilities specified in the 2024 Front Beach Road Community Redevelopment Area Special Revenue Fund budget, as amended, attached, incorporated, and marked “Attachment II,” all of which are hereby found and determined to advance the community redevelopment purposes and objectives of the Front Beach Road Redevelopment Plan during the fiscal year commencing on October 1, 2023, and ending on September 30, 2024. For purposes of the 2024 budget of the Agency shown on Attachment I, the line item “Transfer to City of Panama City Beach Special Revenue Fund for Operating, Capital Outlay, and Debt Service Expenditures” shall include the operating, debt service, and capital costs of the improvement of Alf Coleman Road, Powell Adams Road, Hills Road, Front Beach Road Segments 2, 3/Highway 79 (Arnold Road), 4.1 and 4.2, and 4.3, and improvement of lighting on Front Beach Road Segment 1 and South Thomas Drive, all costs associated with planning, designing, permitting, and acquiring any right of ways or real estate interests for said projects, implementing Community Objectives of the Redevelopment Plan specifically including elimination of aesthetic and safety nuisances within the redevelopment area, and implementing

the CRA program priorities. In addition, that portion of the 2024 to 2025 cash carry forward derived from tax increment, being the amount of $34,311,908 as shown upon Attachment II, is hereby appropriated for those purposes, as well as the purposes set forth in Section 3(B) below, to be expended within three years or less or as soon as practicable.

C. The 2024 revenues shown in Attachment I for the Pier ParkRedevelopment Project, or as much thereof as may be needed or deemed necessary, are hereby appropriated for the purposes shown in Attachment I and as specified in that certain Public Improvement Partnership Agreement between the City, the Agency, the Pier Park Community Development District and the St. Joe Company, dated as of September 27, 2001, as supplemented and amended, to advance the community redevelopment purposes and objectives of the Pier Park Community Redevelopment Plan during the fiscal year commencing on October 1, 2023, and ending on September 30, 2024.

SECTION 3. COMMUNITY REDEVELOPMENT AGENCY 2025 BUDGET.

A. The 2025 budget of the Agency attached, incorporated and marked “Attachment I” is hereby adopted for the fiscal year beginning October 1, 2024, and ending September 30, 2025.

B. The 2025 revenues shown in Attachment I for the Front Beach Road Redevelopment Project, or as much thereof as may be needed or deemed necessary, are hereby appropriated for the purposes shown in Attachment I, implementing the CRA program priorities, and for all operating, debt service, and capital costs specified in the 2025 Front Beach Road Community Redevelopment Area Special Revenue Fund budget attached, incorporated, and marked “Attachment II,” including without limitation, the redevelopment of Front Beach Road Segments 3, 4.1 and 4.2, and 4.3, Alf Coleman Road, Powell Adams Road, Hills Road, Nautilus Street, and improvement of crosswalks on Front Beach Road

Segments 1 and 5, all costs associated with planning, designing, permitting, and acquiring any right of ways or real estate interests for said projects, implementing Community Objectives of the Redevelopment Plan specifically including elimination of aesthetic and safety nuisances within the redevelopment area, all of which are hereby found and determined to advance the community redevelopment purposes and objectives of the Front Beach Road Redevelopment Plan during the fiscal year commencing on October 1, 2024, and ending on September 30, 2025.

C. The 2025 revenues shown in Attachment I for the Pier Park Redevelopment Project, or as much thereof as may be needed or deemed necessary, are hereby appropriated for the purposes shown in Attachment I and as specified in that certain Public Improvement Partnership Agreement between the City, the Agency, the Pier Park Community Development District, and the St. Joe Company, dated as of September 27, 2001, as supplemented and amended, to advance the community redevelopment purposes and objectives of the Pier Park Community Redevelopment Plan during the fiscal year commencing on October 1, 2024, and ending on September 30, 2025.

SECTION 4. REIMBURSEMENT

Pursuant to City and Agency Joint Resolution 08-42, the Agency shall transfer to the City from time to time such funds as are available to it and which the City may require to hold and pay from those funds directly the incurred costs of implementing the Front Beach Road Redevelopment Plan, provided always that those funds and costs have been appropriated and budgeted in this Resolution, as this Resolution may be amended from time to time by the City, except that the City shall not amend the Agency's 2025 Front Beach Road Project Budget (Attachment I, Exhibits A and B) without the concurrence of the Agency. Nothing herein shall affect the Interlocal Agreement between the City and the Agency dated December 30, 2002, and recorded in Official Records Book 2224, Page 243, Bay County, Florida, as amended by instrument dated August 24, 2006, recorded in Official Records Book 2846, Page 1371, Bay County, Florida, relating to the Front Beach

Road Redevelopment Plan (the “Reimbursement Agreement”) or the ability of the City to advance funds to implement the Front Beach Road Redevelopment Plan within the limits specified in the Reimbursement Agreement and be reimbursed therefore by the Agency.

SECTION 5. SEVERABILITY.

Should any section or provision of this resolution or any portion thereof of any budget incorporated herein, any paragraph, sentence or word, be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder thereof or make the whole invalid.

SECTION 6. EFFECTIVE DATE.

This Resolution shall become effective immediately upon passage.

PASSED, APPROVED, AND ADOPTED this ____ day of September, 2024.

CITY COUNCIL OF PANAMA CITY BEACH, FLORIDA, AND EX-OFFICIO AS THE GOVERNING BODY OF THE PANAMA CITY BEACH COMMUNITY REDEVELOPMENT AGENCY

_____
Stuart Tettemer, Mayor, and
Ex-Officio as
Chair of the Agency

ATTEST:

_____
Lynne Fasone, City Clerk, and
Ex-Officio as
Clerk to the Agency

The Panama City Beach Community Redevelopment Agency
Budget
Fiscal Year October 1, 2023 through September 30, 2024
Fiscal Year October 1, 2024 through September 30, 2025

	Adopted Budget 2023-2024	Amended Budget 2023-2024	Proposed Budget 2024-2025
REVENUE AND CASH BALANCE BROUGHT FORWARD	$18,898,124.00	$22,475,026.00	$22,094,981.00
EXPENDITURES AND RESERVES	$18,898,124.00	$22,475,026.00	$22,094,981.00

The Panama City Beach Community Redevelopment Agency **Exhibit A**
Front Beach Road Project
Budget Summary
Fiscal Year October 1, 2023 through September 30, 2024
Fiscal Year October 1, 2024 through September 30, 2025

	Adopted Budget 2023-2024	Amended Budget 2023-2024	Proposed Budget 2024-2025
REVENUE AND CASH BALANCE BROUGHT FORWARD	$18,421,700.00	$21,890,863.00	$21,381,580.00
EXPENDITURES AND RESERVES	$18,421,700.00	$21,890,863.00	$21,381,580.00

The Panama City Beach Community Redevelopment Agency **Exhibit B**
Front Beach Road Project
Budget
Fiscal Year October 1, 2023 through September 30, 2024
Fiscal Year October 1, 2024 through September 30, 2025

	Adopted Budget 2023-2024	Amended Budget 2023-2024	Proposed Budget 2024-2025
CASH BALANCE BROUGHT FORWARD	$ 775.00	$ 926.00	$ 100.00
REVENUE			
Tax Increment (from Bay County)	18,420,920.00	21,888,453.00	21,381,475.00
Interest Earnings	5.00	1,484.00	5.00
TOTAL REVENUE	18,420,925.00	21,889,937.00	21,381,480.00
TOTAL REVENUE AND CASH BALANCE BROUGHT FORWARD	18,421,700.00	21,890,863.00	21,381,580.00
EXPENDITURES			
Transfer to City of Panama City Beach Special Revenue Fund for Operating, Capital Outlay and Debt Service Expenditures	18,420,920.00	21,890,763.00	21,381,475.00
TOTAL EXPENDITURES	18,420,920.00	21,890,763.00	21,381,475.00
Funds Appropriated and Reserved for Road Projects including Land Purchases	780.00	100.00	105.00
TOTAL RESERVES	780.00	100.00	105.00
TOTAL EXPENDITURES AND RESERVES	$ 18,421,700.00	$ 21,890,863.00	$ 21,381,580.00

The Panama City Beach Community Redevelopment Agency **Exhibit C**
Pier Park Project
Budget Summary
Fiscal Year October 1, 2023 through September 30, 2024
Fiscal Year October 1, 2024 through September 30, 2025

	Adopted Budget 2023-2024	Amended Budget 2023-2024	Proposed Budget 2024-2025
REVENUE AND CASH BALANCE BROUGHT FORWARD	$476,424.00	$584,163.00	$713,401.00
EXPENDITURES AND RESERVES	$476,424.00	$584,163.00	$713,401.00

The Panama City Beach Community Redevelopment Agency **Exhibit D**
Pier Park Project
Budget
Fiscal Year October 1, 2023 through September 30, 2024
Fiscal Year October 1, 2024 through September 30, 2025

	Adopted Budget 2023-2024	Amended Budget 2023-2024	Proposed Budget 2024-2025
CASH BALANCE BROUGHT FORWARD	$ 196.00	$ 196.00	$ 100.00
REVENUE			
Tax Increment (from Bay County)	476,227.00	583,706.00	713,300.00
Interest Earnings	1.00	261.00	1.00
TOTAL REVENUE	476,228.00	583,967.00	713,301.00
TOTAL REVENUE AND CASH BALANCE BROUGHT FORWARD	476,424.00	584,163.00	713,401.00
EXPENDITURES			
Payment to Community Development District for Debt Obligations	476,227.00	583,706.00	713,300.00
Transfer to City of Panama City Beach Special Revenue Fund for Operating	-	357.00	-
TOTAL EXPENDITURES	476,227.00	584,063.00	713,300.00
Funds Designated for Operating Expenditures	197.00	100.00	101.00
TOTAL RESERVES	197.00	100.00	101.00
TOTAL EXPENDITURES AND RESERVES	$ 476,424.00	$ 584,163.00	$ 713,401.00

CITY OF PANAMA CITY BEACH BUDGET WORKSHEET
FBR CRA SPECIAL REVENUE FUND INCOME AND NON-REVENUE

160-0000	ACCOUNT DESCRIPTION	ORIGINAL BUDGET 2023-2024	AMENDED BUDGET 2023-2024	PROPOSED BUDGET 2024-2025
325.28-00	CRA Assessments	$900,000	$900,000	$953,919
331.32-01	HMGP Utility Mitigation Grant - 4.3	$3,108,000	$92,800	$3,108,000
331.32-02	HMGP Utility Mitigation Grant - 4.1 & 4.2	$0	$44,540	$4,763,000
331.49-50	HMGP Alf Coleman Drainage Grant	$1,378,000	$1,378,000	$0
331.49-60	FDOT LAP Alf Coleman	$5,819,820	$5,819,820	$0
334.20-70	FDEO CDBG - Lighting Grant	$0	$1,400,000	$0
338.10-00	Reimbursement from CRA Trust Fund	$18,420,920	$21,890,763	$21,381,475
344.90-40	Public Parking Fees	$361,000	$450,000	$464,000
347.59-75	Rental Billboard Barnacle Bay	$7,300	$6,600	$6,800
354.30-00	Parking Citations	$0	$1,600	$0
361.10-00	Interest Earnings Unrestricted	$7,500	$30,000	$40,600
361.11-00	Interest Earnings Restricted	$1,285,000	$2,200,000	$1,610,000
363.24-10	Transportation Proportionate Share Payments	$103,000	$213,000	$219,000
366.20-00	Contributions	$0	$6,500	$0
381.00-00	Interfund Transfers In	$0	$0	$100,000
384.00-00	Debt Proceeds	$40,000,000	$0	$40,000,000
389.90-10	Cash Carry Forward Unrestricted	$746,153	$1,255,018	$812,182
389.90-60	Cash Carry Forward Restricted - Prop Share	$163,728	$150,736	$360,461
389.90-70	Cash Carry Forward Restricted - TIF	$36,512,753	$39,078,207	$34,311,908
389.90-70	Cash Carry Forward Restricted - Other	$25,992,108	$31,895,171	$23,348,984
TOTAL INCOME AND NON-REVENUE		**$134,805,282**	**$106,812,755**	**$131,480,329**
			-20.8%	*23.1%*
				-2.5%

CITY OF PANAMA CITY BEACH BUDGET WORKSHEET
FBR CRA SPECIAL REVENUE FUND

160-5901-559		ORIGINAL BUDGET 2023-2024	AMENDED BUDGET 2023-2024	PROPOSED BUDGET 2024-2025
PERSONNEL SERVICES				
.12-10	Salaries Regular	$341,900	$342,150	$378,200
.14-10	Salaries-Overtime	$8,000	$8,000	$8,900
.15-10	Salaries Special	$3,000	$3,000	$3,000
.15-20	Vehicle Expense	$1,350	$1,350	$1,350
.15-30	Incentive Pay	$8,000	$8,000	$4,000
.15-60	Hiring Incentive / Referral	$1,000	$1,000	$1,000
.21-10	Matching FICA	$27,800	$27,820	$30,300
.22-10	Retirement	$49,000	$49,040	$55,000
.23-10	Health Insurance	$39,000	$34,000	$42,000
.23-20	Dental Insurance	$2,000	$2,000	$2,000
.23-30	Life Insurance	$2,200	$2,200	$2,500
TOTAL PERSONNEL SERVICES		**$483,250**	**$478,560**	**$528,250**
			-1.0%	*10.4%*
OPERATING EXPENSES				
.31-10	Professional Legal	$100,000	$100,000	$80,000
.31-20	Professional Medical	$1,000	$1,000	$1,000
.31-30	Professional Engineering & Architect	$50,000	$50,000	$50,000
.31-60	Professional Other	$1,154,900	$1,154,900	$1,169,000
.31-80	IT Services	$20,000	$16,500	$29,300
.31-90	Grant Management	$0	$70,000	$300,000
.32-10	Accounting and Auditing	$25,000	$25,000	$25,000
.34-10	Contractual Services	$68,500	$68,500	$69,000
.40-10	Travel and Per Diem	$5,000	$5,000	$5,200
.41-10	Communication	$11,100	$11,100	$14,600
.42-10	Postage and Freight	$5,000	$5,000	$1,000
.43-10	Utilities Electricity	$160,000	$270,000	$350,000
.43-20	Utilities Waste Disposal	$1,600	$1,600	$1,000
.44-10	Rentals and Leases	$11,000	$11,000	$6,300
.45-10	Insurance Liability, Property, Etc.	$27,300	$27,300	$30,100
.46-10	Repairs and Mte Building	$2,300	$2,300	$2,400
.46-20	Repairs and Mte Mach and Eq	$75,000	$45,000	$60,000
.46-50	Repairs and Mte Other	$395,300	$345,300	$739,800
.47-10	Printing and Binding	$26,000	$26,000	$10,000
.49-10	Other Current Charges	$10,700	$10,700	$10,700
.51-10	Office Supplies	$4,400	$4,400	$4,400
.52-10	Operating Supplies	$75,400	$62,400	$89,100
.52-20	Fuel, Oil and Lubricants	$18,600	$18,600	$16,000
.54-10	Books, Pubs and Memberships	$4,400	$4,400	$4,000
.55-10	Training and Education	$5,000	$5,000	$5,200
.56-30	Permits & Registration Fees	$3,000	$3,000	$3,000
TOTAL OPERATING EXPENSES		**$2,260,500**	**$2,344,000**	**$3,076,100**
			3.7%	*31.2%*

CITY OF PANAMA CITY BEACH BUDGET WORKSHEET
FBR CRA SPECIAL REVENUE FUND

160-5901-559		ORIGINAL BUDGET 2023-2024	AMENDED BUDGET 2023-2024	PROPOSED BUDGET 2024-2025
CAPITAL OUTLAY				
.61-10	Land	$15,000,000	$17,100,000	$4,200,000
.63-10	Improvements	$1,800	$7,900	$1,400
.64-20	Machinery & Equipment	$48,000	$46,000	$40,000
.65-10	Front Beach Road Segment 4.3	$5,540,000	$990,000	$3,300,000
.65-29	Front Beach Road Segment 4.2	$0	$3,050,000	$14,850,000
.65-65	FBR & S Thomas Lighting	$0	$1,529,000	$0
.65-71	HMGP Seg 4.3 Util Undergrounding	$4,090,000	$0	$0
.65-72	Alf Coleman	$2,810,000	$5,960,000	$0
.65-73	HMGP Alf Coleman Drainage	$1,970,000	$0	$0
.65-74	Front Beach Road Segment 3	$8,910,000	$8,914,000	$3,000,000
.65-77	Hills Road	$0	$1,057,000	$1,100,000
.65-78	Powell Adams	$4,610,000	$1,000	$3,420,000
.65-79	North RJ Blvd Phase 1	$0	$31,000	$0
.65-82	Front Beach Road Segment 2	$0	$50,000	$0
.65-89	Front Beach Road Segment 4.1	$4,870,000	$1,087,000	$14,850,000
.65-90	CIP - Other	$0	$300,000	$1,400,000
TOTAL CAPITAL OUTLAY		**$47,849,800**	**$40,122,900**	**$46,161,400**
DEBT SERVICE				
.71-70	Principal / 2015 Bonds	$2,720,000	$2,720,000	$2,795,000
.72-70	Interest / 2015 Bonds	$708,710	$708,710	$633,430
.72-75	Interest / 2020 Bonds	$1,557,300	$1,557,300	$1,557,300
.72-76	Interest / 2024 Bonds	$806,880	$0	$1,936,500
.73-70	Other Debt Svc Costs	$1,000	$750	$400,000
TOTAL DEPT SERVICE		**$5,793,890**	**$4,986,760**	**$7,322,230**
			-13.9%	*46.8%*
TOTAL BUDGET		**$56,387,440**	**$47,932,220**	**$57,087,980**
			-15.0%	*19.1%*
				1.2%

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:	***2. MEETING DATE:***
Drew Whitman, Administration	September 12, 2024

3. REQUESTED MOTION/ACTION:

Consider possible regulatory actions taken related to the potential legalization of recreational marijuana in the State of Florida.

4. AGENDA:

REGULAR AGENDA AND DISCUSSION / ACTION ITEMS

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: N/A

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:
Public Safety
Quality of Life

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

Florida Amendment 3 on the upcoming November ballot proposes the legalization of recreational marijuana in Florida.

If passed, Florida Amendment 3 will permit adults aged 21 and over to purchase and possess recreational marijuana. If passed, the amendment takes effect six (6) months after passage and will be subject to any implementing legislation by the Florida Legislature. City Staff has researched the implications of possible passage on existing regulations and seeks the City Council's feedback on whether the City should establish zoning regulations to control the location and density of marijuana dispensaries or other regulations it may deem in the public interest.