City of
Panama City Beach

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

CITY COUNCIL
REGULAR MEETING AGENDA
THURSDAY, OCTOBER 24, 2024
9:00 AM

A. CALL TO ORDER AND ROLL CALL

B. INVOCATION LED BY PASTOR ROB RAINES FROM THE ARK CHURCH

C. PLEDGE OF ALLEGIANCE LED BY COUNCILMAN PAUL CASTO

D. COMMUNITY ANNOUNCEMENTS

D.1 Community Announcements
Item Memo
10.24.2024.Community Announcements.pdf

E. APPROVAL OF MINUTES

E.1 October 10, 2024 Regular Meeting Minutes
Item Memo
10.10.2024.Council Meeting Minutes.draft.pdf

F. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS

G. PRESENTATIONS

G.1 Employee Years of Service Awards
Item Memo
Employee Service Awards 10.24.24.pdf

G.2 Firefighter of the Year Presentation
Item Memo

G.3 Fire Prevention Month Proclamation Presentation
Item Memo
Fire Prevention Week.October 2024.pdf

G.4 Veterans Day Proclamation Presentation
Item Memo
Veterans Day Proclamation.2024.pdf

G.5 Update by Bay District Schools Superintendent Mark McQueen
Item Memo

G.6 Half Cent Infrastructure Surtax Presentation by Assistant City Manager Holly White
Item Memo
Res17-39.Use of Half Cent Sales Tax & Citizen Oversight Committee.SIGNED.pdf

FY 24 Half Cent Discretionary Sales Tax .pdf
City of Panama City Beach Half-Cent Sales Tax Projects.pdf

H. PUBLIC COMMENTS – CONSENT AGENDA AND NON-AGENDA BUSINESS (LIMITED TO THREE MINUTES)

I. CONSENT AGENDA

I.1 **RESOLUTION NO. 25-07, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING THE PURCHASE AND APPLICATION OF TURF TREATMENT CHEMICALS FROM SOUTHEASTERN TURF GRASS SUPPLY, INC. FOR THE PARKS AND RECREATION DEPARTMENT IN AN AMOUNT NOT TO EXCEED $106,000.00.**
Item Memo
Res 25-07.Southeastern Turf.Purchase Turf Chemicals.pdf
PCB23-25 Signed Agreement.pdf
SIGNED Southeastern Turf FY2025 PCB 23-25 Renewal Letter.pdf
Southeastern Turf Grass Supply Pricing.pdf

I.2 **RESOLUTION NO. 25-08, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE RENEWAL OF THE AGREEMENT WITH HMX PRODUCTIONS FOR AUDIO-VISUAL PRODUCTION AND ENTERTAINMENT SERVICES FOR THE ANNUAL SUMMER CONCERT SERIES HELD AT AARON BESSANT PARK FOR A FEE OF $5,500.00 PER CONCERT.**
Item Memo
Res 25-08.HMX Productions.Renewal Agreement.Summer Concert Series.pdf
HMX Productions Renewal Letter 10.1.2024.pdf
HMX Productions Summer Concert Series Production Agreement PCB23-11.pdf

I.3 **RESOLUTION NO. 25-09, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING THE PURCHASE OF WATER AND RECLAIMED WATER METERS FROM CORE & MAIN, LP FOR THE UTILITIES DEPARTMENT IN AN AMOUNT NOT TO EXCEED $900,000.00.**

Item Memo
Res 25-09.Core and Main.Purchase Water Meters.pdf
Core & Main Agreement Water Meters.pdf
Res No 23-205.Core Main Fortiline.pdf

I.4

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.

Item Memo
Master List of Obsolete Items.10.24.24.pdf

J. REGULAR AGENDA, DISCUSSION / ACTION ITEMS

J.1 **ORDINANCE NO. 1653, ESTABLISHING THE WATER, SEWER, AND RECLAIMED WATER RATES FOR FISCAL YEAR 2024-2025 AND THEREAFTER; SECOND READING / PUBLIC HEARING.**
Item Memo
Ord 1653 Utility Rate Change 2nd Reading Nov Effective Date.pdf
Ord 1653 Business Impact Estimate Nov Effective Date .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
Notice Ord 1653 2nd Reading Nov effective date .pdf

J.2 **ORDINANCE NO. 1654, AMENDING THE CITY'S LAND DEVELOPMENT CODE RELATED TO FLOOD MANAGEMENT REGULATIONS; SECOND READING/ PUBLIC HEARING.**

Item Memo
Ord No. 1654 Flood Management.pdf
Ord 1654.Flood.Business Impact Estimate.pdf
Notice Ord 1654 2nd Reading.pdf

J.3 **RESOLUTION NO. 25-10, AUTHORIZING THE CITY TO NEGOTIATE A CONTRACT WITH CORE & MAIN, LP FOR INSTALLATION AND IMPLEMENTATION OF ADVANCED METERING INFRASTRUCTURE FOR WATER AND RECLAIMED WATER METERS.**
Item Memo
Res 25-10.Core and Main.Advanced Metering Infrastructure AMI.pdf
PCB 24-36.Overall Final Evaluation Scoring Sheet.pdf
PCB24-36 Bid Opening Tab.pdf
Core.Main Bid Form.PDF

J.4 **RESOLUTION NO. 25-11, ESTABLISHING A FELINE SPAY/NEUTER VOUCHER PILOT PROGRAM.**
Item Memo
Res 25-11.Establishing Spay Neuter Voucher Program.pdf
Spay Neuter Voucher Program.pdf

J.5 **RESOLUTION NO. 25-12, APPROVING AN AGREEMENT FOR THE CONSTRUCTION OF THE MIRACLE LEAGUE PAVILION & RESTROOM PROJECT; AND AUTHORIZING A BUDGET AMENDMENT.**

Item Memo
Res 25-12.Beaches Construction Co.Miracle League Pavilion.Restroom Agreement.pdf
Exh A.Beaches Construction Agreement Contractor Signed.pdf
Exh B.FY 2025 BA #2.pdf
PCB24-33 Bid Tabulation.pdf
A-201.MIRACLE LEAGUE PAVILION EXTERIOR ELEVATIONS.pdf
A-202.MIRACLE LEAGUE PAVILION EXTERIOR ELEVATIONS.pdf

J.6 **DISCUSSION / ACTION ITEM, FRANK BROWN PARK SKATEPARK DESIGN.**
Item Memo
2024-10-02_PCB_Input Meeting 2 Boards.pdf
2024-10-16_PCB_Final Concept Board.pdf

K. CITY MANAGER REPORT

L. CITY ATTORNEY REPORT

M. COUNCIL COMMENTS

N. 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**
MARY COBURN	**X**
MICHAEL JARMAN	**X**
ETHAN REGISTER	**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.

/s/ City Clerk **Date**

PAUL CASTO	**X**
MARY COBURN	**X**
MICHAEL JARMAN	**X**
ETHAN REGISTER	**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.

/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:*** October 24, 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 Is Business Impact Statement 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.	
10.24.2024.Community Announcements.pdf	

City of
Panama City Beach

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

Community Announcements
for the
October 24, 2024
City Council Regular Meeting

Date	Event	Location
October 26	**Fishing Rodeo**	Frank Brown Park
November 2	**Visit Panama City Beach IRONMAN Florida Event**	Aaron Bessant Park & Pier & Road Race
November 7 – 9	**Emerald Coast Cruizin' Car Show**	Aaron Bessant Park
November 11	**Veterans Day** (City offices closed) and the **Veterans Day Memorial Service** at	Aaron Bessant Park

Only two council meetings remain in 2024. Both meetings begin at 9:00 AM

Thursday, November 14	**City Council Meeting**	City Hall
Thursday, December 12	**City Council Meeting**	City Hall

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME: Lynne Fasone, City Council	***2. MEETING DATE:*** October 24, 2024

3. REQUESTED MOTION/ACTION:

Review and approve City Council's October 10, 2024 regular meeting minutes.

4. AGENDA: APPROVAL OF MINUTES	***5. IS THIS ITEM BUDGETED (IF APPLICABLE)?:*** N/A Detailed Budget Amendment Attached: N/A Is Business Impact Statement 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.

10.10.2024.Council Meeting Minutes.draft.pdf

City of
Panama City Beach

PCB City Hall
17007 PCB Parkway
PCB, FL 32413
P: (850) 233-5100
F: (850) 233-5108
www.pcbfl.gov

MINUTES of the **October 10, 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 October 10, 2024 regular meeting to order at 6:00 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
Vice Mayor Michael Jarman 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 September 26, 2024 meeting minutes. Hearing and seeing no comments, **Councilman Casto moved to approve the September 26 minutes. Vice Mayor Jarman seconded the motion. All were unanimously in favor of approval of the meeting minutes by a (5-0) roll call vote.**

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

APPROVAL OF AGENDA
Mayor Tettemer called for approval, additions and/or deletions to the agenda. Hearing and seeing no changes, **Vice Mayor Jarman moved to approve the agenda as presented. 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

DRAFT

PRESENTATIONS

Mayor Tettemer invited Chief Talamantez to the podium to present the **Police Department Accreditation Award** to the City. Chief Talamantez talked about the amazing amount of work the Department and past Chiefs did to achieve the Accreditation. Chief Talamantez specifically recognized Lt. Boyer and Sgt. Poppelreiter for their in achieving the Accreditation. Chief Talamantez invited everyone to attend tomorrow's ceremony here at City Hall at noon.

Manager Whitman noted that it has taken years to get where they are today, and Chief Tal picked right up where he left off. Manager Whitman announced that the Council would like to present Chief Tal with an award. Vice Mayor Michael Jarman presented Chief Talamantez with a **Police Chief's Achievement Award.**

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. Scott Heilman – Mr. Heilman commented on free speech and hostilities against him. Mr. Heilman further commented that the Mayor was under investigation by the Ethics Commission for ethics violations. Mr. Heilman further commented that he felt that rights were being eroded and people should not be restricted from speaking during a council meeting.
2. Genice Hatcher - Mrs. Hatcher started to read a letter regarding golf cart parking on Oleander Drive. Mayor Tettemer asked Mrs. Hatcher to come back up during the public comment period at Item #4 on the regular agenda. Mrs. Hatcher echoed Mr. Heilman's comments regarding free speech during council meetings and further commented on the Mayor attempting to remove her from a previous meeting.
3. Mary Lemburg - Ms. Lemburg invited everyone to attend the Veterans Day Parade. Ms. Lemburg added that she had turned in the permit and had talked with Ms. Lynne about a Proclamation and the road closure. Ms. Lemburg thanked everyone for helping her group. Ms. Lemburg noted that they were looking for golf carts to give Veterans rides during the parade.
4. Gary Wayne Beck – Mr. Beck commented that his rights were being violated. Mr. Beck asked for answers to the 5-pages of written comments he submitted to Council at the September 26th meeting. Mr. Beck handed in another 2-pages of written comments.

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

Manager Whitman commented, concerning Ms. Lemburg's comments that the City supports the Veterans and always will. Manager Whitman added that the process had changed slightly, in that the City cannot do everyone's paperwork. Manager Whitman responded with respect to Mr. Beck's comments, that he had reviewed Mr. Beck's 5-pages of comments and there were two questions involving crimes, which the PCB Police Department took seriously, and DC Ramey contacted Mr. Beck to follow up. Manager Whitman added that he does not handle the Sheriff's schedule and reminded Council that Mr. Beck lives outside City limits, in Bay County. Manager Whitman added that the City investigates and enforces all laws within our borders.

Mayor Tettemer explained concerning Ms. Hatcher's comments about the possibility of being removed from a meeting, that she was shouting at that meeting and that the Council takes more public comment than they are obliged too.

CONSENT AGENDA

Mayor Tettemer asked Clerk Fasone to read the Consent Agenda.

RESOLUTION NO. 25-01, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, ADOPTING THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY'S CYBERSECURITY FRAMEWORK AS THE CYBERSECURITY STANDARD FOR THE CITY OF PANAMA CITY BEACH, FLORIDA; PROVIDING AN EFFECTIVE DATE.

RESOLUTION NO. 25-02, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF A VIRTRA 300 DE-ESCALATION SIMULATOR FROM VIRTRA, INC. IN THE TOTAL AMOUNT OF $247,355.72.

RESOLUTION NO. 25-03, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A TASK ORDER WITH GEORGE & ASSOCIATES, CONSULTING ENGINEERS, INC. FOR DESIGN SERVICES FOR THE LYNDELL CENTER PARKING LOT REHABILITATION PROJECT IN THE TOTAL AMOUNT OF $37,427.00 PLUS REIMBURSABLE EXPENSES.

RESOLUTION NO. 25-04, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, RELATED TO THE 26TH ANNUAL VISIT PANAMA CITY BEACH IRONMAN FLORIDA EVENT; CONSENTING TO THE TEMPORARY CLOSURE OF PORTIONS OF FRONT BEACH ROAD AND THOMAS DRIVE ON SATURDAY, NOVEMBER 2, 2024, FOR THE EVENT AS MORE PARTICULARLY SET FORTH IN THE BODY OF THE RESOLUTION.

RESOLUTION NO. 25-05, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE RENEWAL OF ANCILLARY INSURANCE COVERAGE AND SERVICES FROM HUMANA, INC., MINNESOTA LIFE, AND ALLSTATE INSURANCE COMPANY AS MORE PARTICULARY DESCRIBED IN THE BODY OF THE RESOLUTION AND AUTHORIZING ADDITIONAL RENEWALS UNDER THE SAME TERMS AND CONDITIONS.

RESOLUTION NO. 25-06, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE RENEWAL OF STOP LOSS INSURANCE FROM ONE80 INTERMEDIARIES, INC. FOR AN ESTIMATED ANNUAL PREMIUM AMOUNT OF $938,612.00.

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.**

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

REGULAR AGENDA- DISCUSSION/ACTION ITEMS

ITEM 1. ORDINANCE NO. 1652, AMENDING THE CITY'S CODE RELATED TO PERMITTING IN PUBLIC RIGHTS-OF-WAY; SECOND READING / PUBLIC HEARING.

Mayor Tettemer invited Attorney Davis to comment. Attorney Davis read Ordinance No. 1652 by title only. Mr. Davis explained that this originated from Councilmember Coburn concerning companies drilling in rights of way ("ROW"). Mr. Davis explained further that the Ordinance would require any company working in a ROW within 500 feet of an adjacent property to notify the owner(s) by door hanger or other

form of written notification of the identity of the permittee, contact information, and estimated dates of work.

Mayor Tettemer opened the public hearing.

1. Sean W. McCready,323 Johnson Bayou Drive– Mr. McCready commented that he has right-of-way issues, that he has been communicating with Mr. Whitman via email and, that City inspectors had been out at the house. Mr. McCready spoke in favor of the Ordinance but recommended that more teeth be added for owner protections and to hold permittees accountable.

Mayor Tettemer called for additional comments. Hearing and seeing none, Mayor Tettemer closed the public hearing. Mayor Tettemer invited comments from Council.

Mayor Tettemer reported that all of the Council received copies of Mr. McCready's email. Mayor Tettemer reported this Ordinance was a good first step. Mr. Davis concurred and noted he had been working with the City Manager on another ordinance, so there was more to come.

Vice Mayor Jarman concurred and explained that there were laws on the books to protect private owners and the Council and staff was working through the permitting process to make this have more teeth.

Councilmember Coburn asked Attorney Davis to comment on the City's limitations relative to this and that this was the best course of action Council could take at this time. Mr. Davis concurred and explained that yes, the City had limited authority to regulate utilities, which is why the Council will see more regulations with respect to the permitting process, but this was a good first step.

Vice Mayor Jarman moved to approve Ordinance No. 1652. Councilmember Coburn seconded the motion. All were unanimously in favor of approval of Ordinance No. 1652 by a (5-0) roll call vote.

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

ITEM 2. ORDINANCE NO. 1655, AMENDING CHAPTER 4 OF THE CITY'S CODE ESTABLISHING REQUIREMENTS FOR BEACH WEDDINGS AS SPECIAL EVENTS; FIRST READING.

Mayor Tettemer invited Attorney Davis to comment. Attorney Davis read Ordinance No. 1655 by title only and summarized the proposed amendments.

Mayor Tettemer called for comments from Council.

Councilman Register inquired as to who came up with the 25 number as the starting point. Mr. Davis reported while we were in discussion with the City Manager, staff, research done, and he had a meeting with a beach vendor. Councilman Register explained that he was against more red tape however he was interested in hearing more.

Discussion regarding problems and/or issues on the beach that the City experiences with beach weddings. Discussion regarding spur of the moment weddings and if submission of an email would be sufficient during the weekend. Manager Whitman reported yes, that would be sufficient for that small size. Further discussion regarding the existing process took place.

Mayor Tettemer opened the public hearing.

1. Brit at 13217 Oleander Drive, Brit, - Brit commented that it was important to let the people know that they can't set up on a Beach Access to have a reception and that 10 pm should be long enough the last time they should be able to be on the beach with a wedding.

Mr. Davis reported this ordinance excludes receptions and does specifically address time limitations. Further discussion regarding a reception on the sandy beach being considered a special event and the special event process would then need to be followed took place.

2. Genice Hatcher –Mrs. Hatcher asked Council to take into consideration that people come to PCB to have weddings and to not discourage people from coming to the beach to get married. Mrs. Hatcher asked Council to not adopt so may restrictions to discourage people from coming here to celebrate and enjoy the beach.

3. Amanda Nicoles, Owner of Beach Beginnings Weddings. Ms. Nicoles thanked everyone who has helped her advance this ordinance. Ms. Nicoles talked about spontaneous small weddings. Ms. Nicoles asked if a spontaneous small wedding comes up on Friday night, is the email going to be sufficient so she would not any backlash. Manager Whitman recommended that she email Ronnie like she typically does and also cc him and he would forward to appropriate staff. Ms. Nicoles recommended language be added to clarify that ballons and Chinese lanterns were not permitted. Mr. Davis confirmed that that was part of the ordinance, and neither were permitted.

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

Mayor Tettemer commented that this ordinance reduces red tape and makes it easier to have small weddings on the beach. Mayor Tettemer asked Council if they were ok with the timing restrictions.

Councilman Register noted his only concern was the number 25 and inquired if that was the appropriate number of should it perhaps be 30 or 40 because some of the houses on the beach are very large so getting to 25 would be pretty easy. Council further discussed pros and cons, parking, and arriving at the appropriate number.

Vice Mayor Jarman recommended that Council ask Ms. Nicoles for advice. Ms. Nicoles reported that her average sized wedding was 25 to 40 people. Further discussion regarding Section 4-26 (1)(c) regarding time restrictions took place. Ms. Nicoles reported that the only problem she sees with that would be when the sun sets in the winter. Council further discussed allowing for set-up time, sundown, and the correct wording in the ordinance took place.

Council discussed and recommended the ordinance be amended to reflect that a small wedding would be 40 or less people, and the time restriction being 4 hours prior sunset, 1 hour after sunset, for a total 5-hour total window. Councilman Casto moved to approve Ordinance 1655, as amended. Councilman Register seconded the motion. The motion was approved by a (5-0) roll call vote.

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

DRAFT

ITEM 3. DISCUSSION / ACTION ITEM, APPOINTMENT TO THE PLANNING BOARD.

Mayor Tettemer called for comments from Manager Whitman. Manager Whitman explained that the Planning Board has 3 seats which were up and currently held by Josh Wakstein, Matthew Jones, and Ryan Houk. Manager Whitman added that Planning Board Chair, Josh Wakstein, and member, Matthew Jones, expressed in writing to the City Clerk their willingness to serve a new 4-year term, however, Mr. Houk was moving off the Beach, so he would be unable to serve. Manager Whitman added that Ms. Lynne had provided ballots on the dais for Council. Manager Whitman recommended a motion to reappoint Mr. Wakstein and Mr. Jones to new terms.

Vice Mayor Jarman moved to reappoint Josh Wakstein and Matthew Jones to the Planning Board. Councilmember Corburn seconded the motion. The motion was approved 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 public comment on the appointment to the Planning Board. Hearing and seeing none, Mayor Tettemer closed the public comment period.

Mayor Tettemer reported he had had the opportunity to speak with the 3 candidates who applied for the one vacant seat. Councilmembers further discussed the qualities needed to serve on the Planning Board. Mayor Tettemer noted that Mr. Liberty was his top preference, that Mr. Wittstruck would be a good addition, and that he felt that Ms. Greene would not reapply because she needed prior approval from her current employer.

Councilmembers completed their ballots and handed them to Clerk Fasone to tally. Ms. Fasone handed the tally to Mayor Tettemer. **Mayor Tettemer read the results and congratulated Mr. Wittstruck on being appointed to the Planning Board, with 3 votes in favor of his appointment.**

Candidates	Coburn	Register	Tettemer	Jarman	Casto
Stacia J. Greene	**X**				
Ted Liberty			**X**		
Grant Wittstruck		**X**		**X**	**X**

***ITEM 4. DISCUSSION / ACTION ITEM, GOLF CART PARKING ON OLEANDER DRIVE.**

Mayor Tettemer noted this would be the third time this item was discussed at Council. Manager Whitman provided background information on Item 4. Manager Whitman reminded Council that, the red lane as Council refers to it, the Corradino Group was doing a Task Order that would come back to Council since it was over his spending authority. Manager Whitman added that Council asked that parking on Oleander Drive come back to Council as Council needed more time on this item. Manager Whitman turned the floor back over to Council and requested direction from Council.

Mayor Tettemer called for public comment on Item 4.

1. Genice Hatcher – Read a letter from Amanda Perry against parking on Oleander Drive. Ms. Hatcher asked Council to take into consideration people on Oleander Drive who do not want parking on the top of Oleander and to please not allow parking on the top. Mrs. Hatcher asked that this not be passed just for the people at Bid-A-Wee.
2. Brit at 13217 Oleander Drive -Brit commented that he does not rent his house, that it was his place of residence. Brit added that he was directly next to Beach Access 48. Brit asked that Council not allow additional golf cart parking at Oleander. Brit asked that Council study the waterflow and possible flooding on Oleander. Brit asked who made the decision that we are going to change lanes on the streets to accommodate golf carts and further noted that golf carts were now outlawed in Lubbock, TX.
3. Alfie Martin – Mr. Martin provided Council with a letter. Mr. Martin asked who came up with the original idea for additional golf cart parking at Oleander? Mr. Martin commented that he thought that rental companies would be using the parking spots not residents and further discussed safety. Mr. Martin asked who came up with this idea of more golf cart parking at Oleander? Mr. Martin further commented on Gayton Beach's fantastic shuttle. Mr. Martin stated that no one wants golf cart parking on Oleander Drive.
4. Madam at 13217 Oleander Drive – Madam read her statement into the read that she was against golf cart parking at Oleander.

Mayor Tettemer called for further public comment. Hearing and seeing none. Mayor Tettemer reminded Mrs. Hatcher that they had an extended discussion after the August 26 council meeting. Mayor Tettemer invited comments from Council.

Mayor Tettemer noted during the election almost everyone at Bahama Beach asked for more parking. Mayor Tettemer added that Council should come up with a way to help those residents and stop the parking at accesses and further discussed future parking at Nick's Pizza.

Vice Mayor Jarman discussed stormwater, possibly adding LSV parking at other city lots, and further noted he was awaiting more information. Vice Mayor Jarman added that he was against adding parking on Olender Drive.

Councilman Register echoed Vice Mayor Jarman's comments and noted that he was ready to put this bed tonight. Councilman Register thanked those who spoke tonight. Councilman Register stated he would like to move forward with no additional parking spaces on Oleander Drive as well as no parking on the top side of Oleander Drive and move forward with that parking lot, which would be a great amenity.

Councilmember Coburn inquired if the City would retain the existing golf cart parking there. Manager Whitman reported that shoulder parking was permitted as the City does not enforce the no parking there. Further discussion regarding shoulder parking all along Front Beach Road took place.

Councilmember Coburn noted that she thought that Council needed to balance the needs of all. Councilmember Coburn asked everyone to keep an open mind, work together and to provide a limited amount of golf cart parking to get them away from property owners buildings.

Council further discussed illegal parking, not taking away parking because it does not currently exist, the CRA existing plans, the proposed new parking lot, if a problem exists for drop offs, dead-end roads, and the proposed sidewalk and crosswalks planned for in the existing plans.

Mayor Tettemer invited additional public comment.

DRAFT

1. Alfie Martin – Mr. Martin discussed Beach Access 50 existing parking, enforcing the law on the north side of the street, the proposed drop-off area in his opinion not being used, and golf cart rental companies using the parking spots.
2. Brit at 13217 Oleander Drive -Brit commented that in his opinion the drop-off area would not be used either, that Council should concentrate on the parking lot, which would be a good amenity.
3. Genice Hatcher– Mrs. Hatcher commented that at Beach Access 47 people were driving over sidewalks to park and asked for confirmation that it was illegal to drive over a sidewalk. Manager Whitman confirmed that it was illegal. Mrs. Hatcher discussed people parking at Beach Access 47 without restraints, backing into her the fence and wall with total disregard. Mrs. Hatcher noted that there should be no parking allowed at Beach Access 47.

Mayor Tettemer closed the public comment period. commented that none of this was related to the Bid-A-Wee neighbor.

Mayor Tettemer asked Council if they were in favor of keeping the wall where it was.

Vice Mayor Jarman noted that he would like consensus on the drop off area as well.

Councilman Casto recommended that Scott and Courtney do the engineering of the wall, not Council, and spoke in favor of the parking lot at Nick's Pizza at Segment 4.3. Manager Whitman noted that Legal was working on purchasing the property now for the stormwater and parking lot. Councilman Casto recommended that the engineers tell Council where to put the wall. Council invited CRA Manage Courtney Drummond to the podium. Mr. Drummond reported he would only use a retaining wall on Oleander Drive when it was necessary, and it would be kept as low as possible. Councilman Casto recommended that Council focus on moving forward with the parking lot at Nick's Pizza and keep the retaining wall as is.

Vice Mayor Jarman moved to keep the retaining wall where it is, do not do the parking on Oleander Drive, and focus on, at the appropriate time, the parking lot to accommodate LSV parking.

Manager Whitman asked Council to address the no parking on the south shoulder as well. Vice Mayor Jarman noted that personally he was not willing to address that right now.

Vice Mayor Jarman restated his motion: to keep the retaining wall where it is and to focus on the design of the parking lot at the intersection of Front Beach and Middle Beach. Councilman Register seconded the motion. The motion was approved by a (5-0) roll call vote.

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

Vice Mayor Jarman asked Council if they would like to get a consensus on a drop off. Councilmembers unanimously agreed to address that later as it was about 4 years out.

CITY MANAGER REPORT – Manager Whitman reported that with respect to the Civil Service Commission, Ms. Angie Chanel's seat was up, and Council had recently appointed her back in June of this year. Manager Whitman asked Council if they would like to reappoint for her a new full term and explained that a motion to reappoint Ms. Angie Chanel to the Commission would be appropriate at this time, if Council so desired.

Councilmember Coburn moved to reappoint Ms. Angie Chanel to the Civil Service Commission for a new full term. Vice Mayor Jarman seconded the motion. The motion was approved by a (5-0) roll call vote.

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

Manager Whitman commended and thanked Chief Tal on attaining the accreditation. Manager Whitman asked residents to keep the Police and Fire Departments in their thoughts and prayers as they were assisting hurricane victims as well as our neighbors down south.

CITY ATTORNEY REPORT – Attorney Davis reported with respect to the ongoing litigation involving Marco Polo's Pizza, the City sued the company for an injunction, they violated that injunction, the City asked the court to find the company in contempt of court, the court did, the business retained counsel, counsel has confirmed that the business is now shut down.

COUNCIL COMMENTS – Mayor Tettemer called for comments from Council.

Councilman Register congratulated Chief Tal and the team and Manager Whitman, who was the past Chief of Police, for making the accreditation happen.

Councilman Casto asked for prayers for the families who lost lives and property during the recent hurricane. Councilman Casto thanked Manager Whitman for sending Police and Fire support and further talked about setting up a task force after hurricane Opal to assist folks effected by hurricanes.

Councilmember Coburn thanked Parks and Rec for putting on the Fall Festival as it was very well attended. Councilmember Coburn also thanked those who attended the Skate Park meeting.

Vice Mayor Jarman echoed Councilman Casto's sentiments about the recent disaster. Vice Mayor Jarman noted the accreditation reaffirms that the City has the best Police Department.

Mayor Tettemer echoed Council's sentiments and thanked the Police and Fire rescue teams. Mayor Tettemer announced should anyone wish to donate to help with disaster relief please visit Florida Disaster Fund.org and the organization was working with credit card companies to waive fees. Mayor Tettemer asked the Lord to please lead us and guide us and announced the next Council meeting would take place on Thursday, October 24 at 9:00 a.m.

With nothing further, Mayor Tettemer adjourned the meeting by unanimous consent at 8:02 p.m.

READ AND APPROVED this _____ day of October, 2024.

CITY OF PANAMA CITY BEACH, FLORIDA

_____

ATTEST: Stuart Tettemer, Mayor

_____

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: Julie Roeder, Administration	***2. MEETING DATE:*** October 24, 2024

3. REQUESTED MOTION/ACTION:

Recognize employees for years of service with the City.

4. AGENDA: PRESENTATIONS	***5. IS THIS ITEM BUDGETED (IF APPLICABLE)?:*** N/A Detailed Budget Amendment Attached: N/A Is Business Impact Statement 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?

Recognition of employee service.

Employee Service Awards 10.24.24.pdf

City of
Panama City Beach

PCB City Hall
17007 PCB Parkway
PCB, FL. 32413
P: (850) 233-5100
F: (850) 233-5108
www.pcbfl.gov

City Council Meeting
October 24, 2024

Employee Plaque Presentations

Building & Planning Department
Lauryn Pumphrey – 5 Years
Michael Kunst – 5 Years

Fire Department
Katie Odom – 5 Years

Parks and Recreation Department
Dennis Kennedy – 5 Years
Marydale Moore – 5 Years

Police Department
Kalob Perkins – 5 Years

Public Works Department
Brent Miller – 5 Years
Joseph Pace – 5 Years
Roosevelt Brown – 5 Years

Utilities Department
Marcie Douglas – 5 Years

Mayor Stuart Tettemer
Vice Mayor Michael Jarman
Ward 1 Paul Casto
Ward 2 Ethan Register
Ward 3 Mary Coburn
City Manager Drew Whitman
Asst. City Mgr. Holly White

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:	***2. MEETING DATE:***
Ray Morgan, Fire	October 24, 2024

3. REQUESTED MOTION/ACTION:

Recognize Firefighter-EMT Austen Walker as the Panama City Beach Fire and Rescue 2024 Firefighter of the Year.

4. AGENDA:

PRESENTATIONS

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

Detailed Budget Amendment Attached: N/A
Is Business Impact Statement Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:
Public Safety
Quality of Life

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

Firefighter Walker serves as an active member of the Aquatic Rescue Response Team (ARRT). A certified emergency medical technician, he is credited with saving numerous swimmers in distress. He is an Oklahoma Smoke Diver, an elite distinction that highlights his proven firefighting skills under the most extreme of conditions. Austen plays a pivotal role in training the department's newest members, ensuring that probationary firefighters receive the highest quality instruction and are well prepared for future challenges.

Austen joined the City of PCB in 2020 and was nominated by PCB Fire Rescue Lieutenant-EMT Brent Gust. Lt. Gust nominated Walker "because of his consistent an exceptional high-performance level. His dedication in pursuing a mastery of our craft and thereby delivering the highest quality of service to our community is unwavering and exceptional."

Fire Chief Morgan added, "Along with his physical prowess and mental acuity, Austen is a man of fine character who exemplifies the best of our organization. Austen holds himself to account in the highest of standard is all facets. These attributes are reflected by his positive attitude, professionalism, readiness, and effectiveness of the fire scene. His interactions with community confirm his commitment to representing the Department is a consistently positive manner."

Walker was recognized on September 25, 2024 by the Optimist Club and given a plaque commemorating his honor. After being notified about the award, Walker expressed his gratitude stating, " From a young age, I've held a deep respect for both the military and the fire service. I've always had a great appreciation for the humility and professionalism in both career paths. After completing my service in the military, I knew the fire service was where I wanted to be. Thank you PCBFR, The Optimist Club and the City of PCB for the nomination and the opportunity to work alongside a selfless and dedicated team of professionals. I am humbled and grateful for the support."

We are proud to recognize Firefighter-EMT Austen Walker as the Panama City Beach Fire and Rescue 2024 Firefighter of the Year.

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME: Ray Morgan, Fire	***2. MEETING DATE:*** October 24, 2024
3. REQUESTED MOTION/ACTION: Present Proclamation.	
4. AGENDA: PRESENTATIONS	***5. IS THIS ITEM BUDGETED (IF APPLICABLE)?:*** N/A Detailed Budget Amendment Attached: N/A Is Business Impact Statement Attached: N/A
	6. IDENTIFY STRATEGIC PRIORITY: Public Safety
7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED? October is Fire Prevention Month. This year's Fire Prevention campaign is "Smoke Alarms: Make them work for you!™"	
Fire Prevention Week.October 2024.pdf	

~Proclamation~

DESIGNATING OCTOBER
AS
FIRE PREVENTION MONTH
IN
THE CITY OF PANAMA CITY BEACH, FLORIDA

WHEREAS, in 1920, President Woodrow Wilson proclaimed October 9th the first **Fire Prevention Day**, calling on the public to learn more about the risks of deadly fires and commemorating the thousands who had lost their lives to these tragedies. More than a century later, our Nation observes **Fire Prevention Month** by renewing our commitment to fire safety and preparedness through education and by taking steps to prevent fires in our homes, schools, workplaces, and the great outdoors; and

WHEREAS, this year's fire prevention theme is **"Smoke Alarms: Make them work for you!"** and according to the National Fire Protection Association (NFPA) the campaign works to educate everyone about the importance of having working smoke alarms in the home; and

WHEREAS, the **City Council of the City of Panama City Beach** urges all residents to install working smoke alarms on every level of their home, make a home fire escape plan, and practice it with every member of your household; and

WHEREAS the **City Council of the City of Panama City Beach** honors the dedication and bravery of our firefighters who gear up time and again and rush into harm's way to protect our community; and

WHEREAS, the **City Council of the City of Panama City Beach** encourages all residents to participate in the observance of **Fire Prevention Month** by renewing their efforts to prevent fires and honoring our brave firefighters.

NOW, THEREFORE, **the City Council of the City of Panama City Beach does hereby proclaim October as:**

"FIRE PREVENTION MONTH"

IN WITNESS WHEREOF, we have hereunto set our hands and caused the Seal of the City of Panama City Beach to be affixed this 24th day of October, 2024.

_____
Mayor Stuart Tettemer

_____
Vice Mayor Michael Jarman
Ward 4

_____
Councilman Paul Casto
Ward 1

_____
Councilman Ethan Register
Ward 2

_____
Councilmember Mary Coburn
Ward 3

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME: Lynne Fasone, City Council	***2. MEETING DATE:*** October 24, 2024
3. REQUESTED MOTION/ACTION: Recognition of Veterans.	
4. AGENDA: PRESENTATIONS	***5. IS THIS ITEM BUDGETED (IF APPLICABLE)?:*** N/A Detailed Budget Amendment Attached: N/A Is Business Impact Statement Attached: N/A
	6. IDENTIFY STRATEGIC PRIORITY: Quality of Life
7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED? The City of Panama City Beach is committed to supporting Veterans, many who live in our community. The City Council does hereby proclaim November 11, 2024 as Veterans Day.	
Veterans Day Proclamation.2024.pdf	

~Proclamation~

RECOGNIZING NOVEMBER 11, 2024
AS
VETERANS DAY

WHEREAS, the City of Panama City Beach is committed to supporting the United States of America, the State of Florida, and the courageous men and women who have bravely served our country in all branches of the U.S. Armed Forces; and

WHEREAS, these Veterans, many who live in our community, served our country in times of peace and conflict, many willingly entering harm's way to fight for America's principals that define the character of our great nation; and

WHEREAS, through their selfless service, these dedicated Veterans have kept America resilient, have inspired generations through patriotic service, and have proven their heroism and love of county; and

WHEREAS, each year on Veterans Day, we recognize and honor, with appreciation and respect, the men and women who served in our Armed Forces to keep our nation secure and advance the cause of freedom worldwide.

NOW, THEREFORE, the **City Council of the City of Panama City Beach** does hereby proclaim November 11, 2024 as:

Veterans Day

in the City of Panama City Beach and encourages all Americans to pause to reflect on the countless contributions and selfless sacrifices of the millions of men and women who have proudly served in the U.S. Armed Forces.

_____
Mayor Stuart Tettemer

_____
Vice Mayor Michael Jarman
Ward 4

_____
Councilman Paul Casto
Ward 1

_____
Councilman Ethan Register
Ward 2

_____
Councilmember Mary Coburn
Ward 3

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME: Lynne Fasone, Administration	***2. MEETING DATE:*** October 24, 2024
3. REQUESTED MOTION/ACTION: Hear presentation.	
4. AGENDA: PRESENTATIONS	***5. IS THIS ITEM BUDGETED (IF APPLICABLE)?:*** N/A Detailed Budget Amendment Attached: N/A Is Business Impact Statement Attached: N/A
	6. IDENTIFY STRATEGIC PRIORITY: Quality of Life
7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED? Council welcomes periodic updates on Bay District Schools by Superintendent Mark McQueen.	

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:	***2. MEETING DATE:***
Holly White, Administration	October 24, 2024

3. REQUESTED MOTION/ACTION:

Review information regarding the City's historical collection of the discretionary half cent sales tax since its inception as well as how the City has expended such funds to date.

4. AGENDA:

PRESENTATIONS

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

Detailed Budget Amendment Attached: N/A
Is Business Impact Statement Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:
Financial Health
Economic Development
Transportation

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

Bay County voters approved a half cent sales tax on November 10, 2016, to be levied for a period of ten years. Per City Resolution No. 17-39, funds generated from this tax must be used to finance, plan, or construct projects that will repair local roads, reduce traffic congestion or improve traffic flow, increase neighborhood safety with pedestrian paths, provide sidewalks near schools, or reduce local flooding. To date, the City has collected approximately $13 million dollars which has been expended on roadway infrastructure repairs and improvements as detailed in the slide presentation included in the agenda packet.

The expenditure of the half cent sales tax is subject to oversight by a Citizen Advisory Committee established by City Resolution No. 17-39.

Res17-39.Use of Half Cent Sales Tax & Citizen Oversight Committee.SIGNED.pdf
FY 24 Half Cent Discretionary Sales Tax .pdf
City of Panama City Beach Half-Cent Sales Tax Projects.pdf

RESOLUTION 17-39

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING THE PROCEEDS FROM THE LOCAL GOVERNMENT INFRASTRUCTURE SURTAX BE USED BY THE CITY TO FINANCE, PLAN OR CONSTRUCT PROJECTS THAT WILL REPAIR LOCAL ROADS, REDUCE TRAFFIC CONGESION OR IMPROVE TRAFFIC FLOW, INCREASE NEIGHBORHOOD SAFETY WITH PEDESTRIAN PATHS, PROVIDE SIDEWALKS NEAR SCHOOLS OR REDUCE LOCAL FLOODING; ESTABLISING A CITIZEN ADVISORY COMMITTEE TO PROVIDE OVERSIGHT OF THE EXPENDITURE OF THE FUNDS FOR PROJECTS IDENTIFIED BY THE CITY FOR WHICH THE PROCEES SHALL BE USED; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, Section 212.055(2), Florida Statutes, authorizes Bay County to levy a local government infrastructure surtax of one half percent upon transactions occurring within Bay County that are taxable under Chapter 212, Florida Statutes; and

WHEREAS, a half-cent sales tax proposed by the Bay County Board of County Commissioners was approved by the electors of Bay County on November 10, 2016; and

WHEREAS, moneys received from the local government infrastructure surtax may be utilized by the County and each municipality within the County to finance, plan, and construct infrastructure as defined in Section 212.055(2);

WHEREAS, the permitted uses of the infrastructure tax as set forth in Section 212.055(2) are very broad, and the Council wishes to more narrowly define the intended uses of tax proceeds received by the City; and

WHEREAS, the City finds and determines that a limitation on the use of the proceeds to the provision of adequate and efficient transportation and storm water drainage facilities upon which the public depends on a day to day basis is a necessary and proper use of the proceeds.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Panama City Beach, Florida,

1. That the proceeds received by the City from the local government infrastructure surtax levied pursuant to Bay County Ordinance 16-21 shall be used by the City to finance, plan or construct projects that will repair local roads, reduce traffic congestion or improve traffic flow, increase neighborhood safety with pedestrian paths, provide sidewalks near schools, or reduce local flooding.

2. That a Citizen Advisory Committee is hereby established for the purpose of providing oversight of the expenditure of funds for projects identified by the City Council for which the proceeds of the local government infrastructure surtax

shall be used. The Committee shall remain in existence until the substantial completion of the last commenced project for which the infrastructure surtax is used, or eleven years from the date of this Resolution, whichever occurs last.

a. Membership. The Oversight Committee shall consist of five members who shall be appointed by the City Council, and who shall serve without compensation. Each Councilperson shall nominate one member to the Committee. All members of the Committee shall be residents and electors of the City.
b. Term. The members shall serve a term concurrent with the term of the Councilperson nominating the member. A member whose term expires, or whose seat is deemed vacant by the vacancy of the Councilperson nominating the member, shall continue to serve until a successor is appointed. When any vacancy occurs on the Committee, the City Councilperson from the ward who first nominated the seat shall appoint a new member to serve the unexpired term of the member whose death, resignation or incapacity creates the vacancy.
c. Powers and Duties.
    1. The Committee shall meet at least twice yearly, or more often as may be needed to fulfill their duties and responsibilities.
    2. The Committee shall review and ascertain that the proceeds of the infrastructure surtax are being used solely for the purposes stated in Paragraph 1 of this Resolution. At the conclusion of each review, or no less than annually, the Committee shall make a report to the City Manager, Council and public regarding the use of the proceeds of the infrastructure surtax and the progress and status of all projects financed by those proceeds.
d. The Committee and all its proceedings shall be governed by and comply with the provisions of the Florida Sunshine Law, the Florida Public Records Law, the Florida Ethics Code, and all other applicable local or state rules. All meetings, records and reports of the Committee shall be open to the public in accordance with Section 286.011 and section 119.07, Florida Statutes.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 12th day of January, 2017.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

_____
Diane Fowler, City Clerk

LOCAL DISCRETIONARY 1/2 CENT SALES TAX

FY24

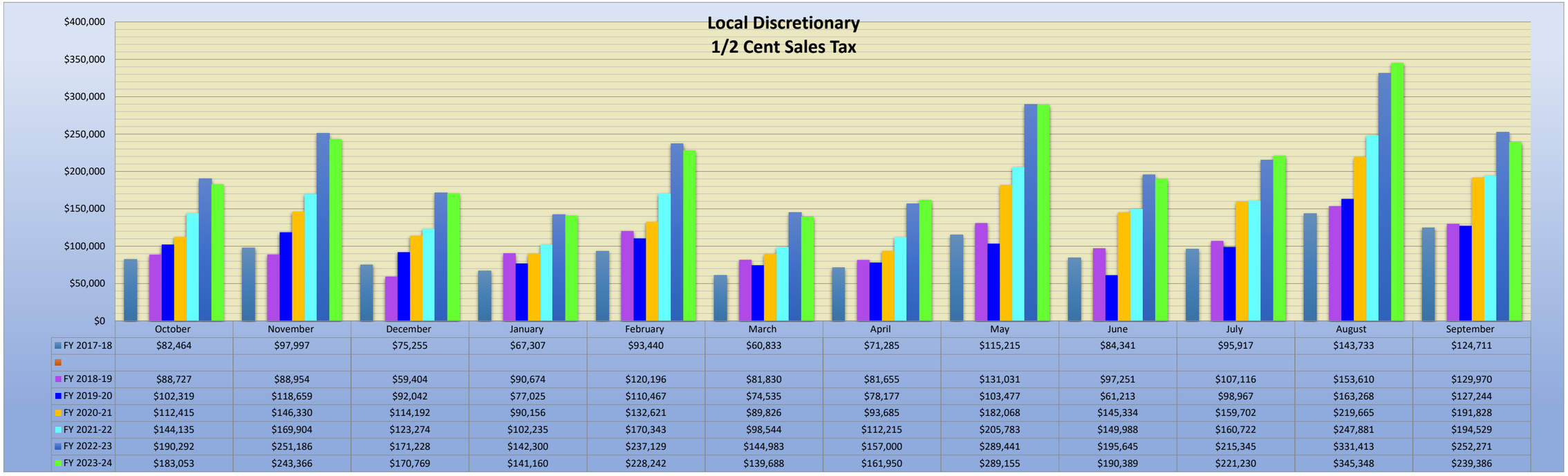
001-0000-312.60-00

`

	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	$ Increase (Decrease)	Month % Increase (Decrease)	Cumulative % Increase (Decrease)	FY 2018-19 % Of Annual Collections	FY 2019-20 % Of Annual Collections	FY 2020-21 % Of Annual Collections	FY 2021-22 % Of Annual Collections	FY 2022-23 % Of Annual Collections	FY 2023-24 % Of Annual Collections	FY 19-23 Avg % Of Annual Collections
October	$0	$82,464	$88,727	$102,319	$112,415	$144,135	$190,292	$183,053	($7,238)	-3.80%	-3.80%	7%	8%	7%	8%	7%	7%	7%
November	$0	$97,997	$88,954	$118,659	$146,330	$169,904	$251,186	$243,366	($7,820)	-3.11%	-3.41%	7%	10%	9%	9%	10%	10%	9%
December	$0	$75,255	$59,404	$92,042	$114,192	$123,274	$171,228	$170,769	($459)	-0.27%	-2.53%	5%	8%	7%	7%	7%	7%	6%
January	$0	$67,307	$90,674	$77,025	$90,156	$102,235	$142,300	$141,160	($1,140)	-0.80%	-2.21%	7%	6%	5%	5%	6%	6%	6%
February	$0	$93,440	$120,196	$110,467	$132,621	$170,343	$237,129	$228,242	($8,886)	-3.75%	-2.57%	10%	9%	8%	9%	9%	9%	9%
March	$60,571	$60,833	$81,830	$74,535	$89,826	$98,544	$144,983	$139,688	($5,295)	-3.65%	-2.71%	7%	6%	5%	5%	6%	5%	6%
April	$64,924	$71,285	$81,655	$78,177	$93,685	$112,215	$157,000	$161,950	$4,950	3.15%	-2.00%	7%	6%	6%	6%	6%	6%	6%
May	$101,115	$115,215	$131,031	$103,477	$182,068	$205,783	$289,441	$289,155	($286)	-0.10%	-1.65%	11%	9%	11%	11%	11%	11%	10%
June	$84,159	$84,341	$97,251	$61,213	$145,334	$149,988	$195,645	$190,389	($5,256)	-2.69%	-1.77%	8%	5%	9%	8%	8%	7%	7%
July	$93,821	$95,917	$107,116	$98,967	$159,702	$160,722	$215,345	$221,230	$5,886	2.73%	-1.28%	9%	8%	10%	9%	8%	9%	9%
August	$132,804	$143,733	$153,610	$163,268	$219,665	$247,881	$331,413	$345,348	$13,935	4.20%	-0.50%	12%	14%	13%	13%	13%	14%	13%
September	$118,479	$124,711	$129,970	$127,244	$191,828	$194,529	$252,271	$239,386	($12,886)	-5.11%	-0.95%	11%	11%	11%	10%	10%	9%	11%
	$655,874	$1,112,497	$1,230,417	$1,207,392	$1,677,823	$1,879,554	$2,578,232	$2,553,737	($24,495)			100%	100%	100%	100%	100%	100%	100%

Cumulative 1/2 Cent Sales Tax/Local Discretionary funds collected to date as of September 30, 2024.

	$12,895,524	
Resolution 18-91; engineering design services Bay Parkway Segment 2	($698,446)	
Resolution 18-91; permitting Bay Parkway Segment 2	($8,900)	
Resoution 20-60; construction Bay Parkway Segment 2	($6,004,414)	
Resolution 23-155: GCUC Resurfacing	($3,417,168)	
	$2,766,595	Unencumbered



	October	November	December	January	February	March	April	May	June	July	August	September
FY 2017-18	$82,464	$97,997	$75,255	$67,307	$93,440	$60,833	$71,285	$115,215	$84,341	$95,917	$143,733	$124,711
FY 2018-19	$88,727	$88,954	$59,404	$90,674	$120,196	$81,830	$81,655	$131,031	$97,251	$107,116	$153,610	$129,970
FY 2019-20	$102,319	$118,659	$92,042	$77,025	$110,467	$74,535	$78,177	$103,477	$61,213	$98,967	$163,268	$127,244
FY 2020-21	$112,415	$146,330	$114,192	$90,156	$132,621	$89,826	$93,685	$182,068	$145,334	$159,702	$219,665	$191,828
FY 2021-22	$144,135	$169,904	$123,274	$102,235	$170,343	$98,544	$112,215	$205,783	$149,988	$160,722	$247,881	$194,529
FY 2022-23	$190,292	$251,186	$171,228	$142,300	$237,129	$144,983	$157,000	$289,441	$195,645	$215,345	$331,413	$252,271
FY 2023-24	$183,053	$243,366	$170,769	$141,160	$228,242	$139,688	$161,950	$289,155	$190,389	$221,230	$345,348	$239,386

City of Panama City Beach Update

Half-Cent Infrastructure Surtax

- Voter-approved in 2016 (margin >10 percent)
- Panama City Beach collects an average of $2 million annually
- May only be used for roads, flooding, safety, congestion reduction
- Citizen Surtax Oversight Committee reviews

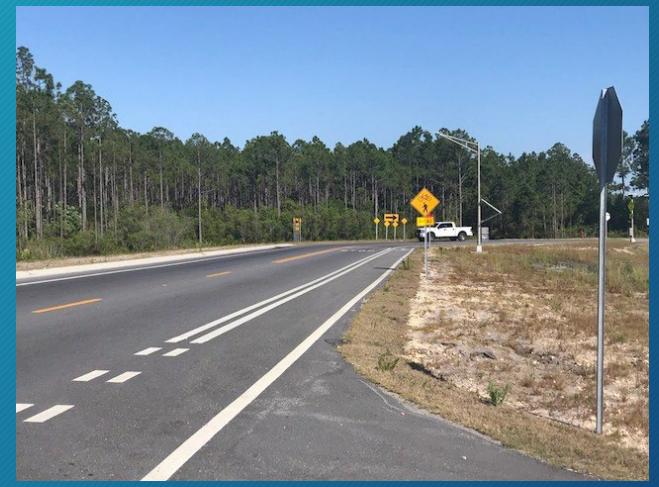




Completed Projects FY 2018 - 2021

Philip Griffitts Sr. Parkway Phase II

- $15.5M project with multiple funding sources:
  - $6.7M surtax funds
  - $8.8M additional state, county, and local funding





Completed Projects FY 2022 – FY 2023

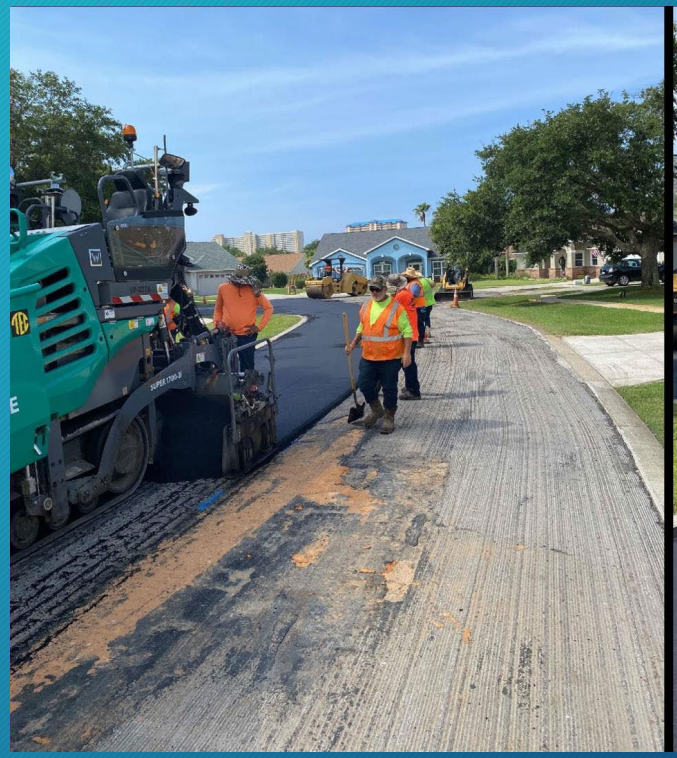
Completed resurfacing of 12.7 lane miles of roadway ($3.4M)

West End to Summer Breeze Resurfacing

- Lynn St.
- Cathy Pl.
- Sands St.
- Sundial St.
- Suntime

East Gulf Highlands Resurfacing

- Escanaba Ave.
- Half Acre Ln.





Completed Projects FY 2022 – FY 2023 Cont.

Lullwater Resurfacing

- Santo Thomas Dr.
- N. El Centro Blvd.
- San Gabriel St.
- Lakeside Cir.
- Castille Ave.
- Castille Cir.
- Villa Ct.
- Habanero St.
- Sky Ave.

Colony Club Resurfacing

- Fairway Circle Extension
- Colony Harbor Rd.
- Colony Bay Harbor Dr.
- Shadow Bay Dr.
- Sunset Cir.

Bahama Beach Resurfacing

- Evergreen St.
- Edna St.
- Gardenia St.
- Fernwood St.

Completed Projects FY 2022 – FY 2023 Cont.

Summerwood Resurfacing

- Woodtrail Dr.
- Windridge Dr.
- Sandalwood Ln.
- Lobolly Ct.

Open Sands Resurfacing

- Oleander Ct.
- Hibiscus Ave.
- Poinsettia Dr.
- Poinsettia Ct.



Future & Ongoing Projects

Clarence Street Improvement Project

- Design: FY 2024 - 2025
- Construction beginning: FY 2025

Future Projects: FY 2025 & Beyond

- **Resurfacing Continued**



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:	***2. MEETING DATE:***
Lauren Anderson, Parks & Recreation	October 24, 2024

3. REQUESTED MOTION/ACTION:

Approve Resolution No. 25-07 which authorizes the purchase and application of turf treatment chemicals in an amount not to exceed $106,000.00. The chemicals, and related application of the same, will be purchased from Southeastern Turf Grass Supply under the terms and conditions specified in the agreement between them and the City approved by Resolution 23-101 currently in effect through January 26, 2026.

4. AGENDA:

CONSENT AGENDA

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

Detailed Budget Amendment Attached: N/A
Is Business Impact Statement Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:
Quality of Life
Attractive Community
N/A

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

The City entered into agreement PCB23-25 on January 26, 2023, with Southeastern Turf Grass Supply, Inc. for the purchase and application of turf treatment chemicals for the Parks and Recreation Department. This agreement was for an initial term of one (1) year with two (2) additional, one (1) year options. On October 1, 2024, the City Manager notified the vendor of the City's intent to exercise its final renewal option under the terms of the agreement thus extending the agreement through January 26, 2026.

Staff requests Council approval to purchase turf chemicals, and the application of the same, under the terms and conditions of the agreement with Southeastern Turf Grass Supply in an amount not to exceed $106,000.00.

Res 25-07.Southeastern Turf.Purchase Turf Chemicals.pdf
PCB23-25 Signed Agreement.pdf
SIGNED Southeastern Turf FY2025 PCB 23-25 Renewal Letter.pdf
Southeastern Turf Grass Supply Pricing.pdf

RESOLUTION NO. 25-07

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING THE PURCHASE AND APPLICATION OF TURF TREATMENT CHEMICALS FROM SOUTHEASTERN TURF GRASS SUPPLY, INC. FOR THE PARKS AND RECREATION DEPARTMENT IN AN AMOUNT NOT TO EXCEED $106,000.00.

BE IT RESOLVED that the appropriate officers of the City are authorized to purchase turf treatment chemicals, and the application of the same, from Southeastern Turf Grass Supply, Inc. for the Parks and Recreation Department in an amount not to exceed One Hundred Six Thousand Dollars and No Cents ($106,000.00), under the terms and conditions approved by Resolution 23-101, 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 be effective immediately upon passage.

PASSED in regular session this _____ day of October, 2024.

CITY OF PANAMA CITY BEACH, FL

By:_____
Stuart Tettemer, Mayor

ATTEST:

_____
Lynne Fasone, MMC, City Clerk

Parks and Recreation Chemical Application
AGREEMENT

This Parks and Recreation Chemical Application Agreement

is made and entered into this 26 day of January, 2023, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation (City) and Southeastern Turf Grass Supply, Inc. (Contractor).

PREMISES

1. SCOPE OF SERVICES

Contractor(s) will provide a firm, fixed pricing schedule for the periodic purchase and application of select turf treatment chemicals to be used for City parks and sports fields and Contractor(s) shall comply with all the requirements including the federal requirements as more particularly described in the Bid documents PCB23-25 ITB Parks and Recreation Chemical Application.

If the Contractor(s) believes that any particular work/service is not within the scope of work/service of the contract, is a material change, or will otherwise require more compensation to the Contractor(s), the Contractor(s) must immediately notify the City's Representative in writing of this belief. If the City's Representative believes that the particular work/service is within the scope of the contract as written, the Contractor(s) will be ordered to and shall continue with the work/service as changed and at the cost stated for the work/service within the scope. The Contractor(s) must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of this agreement.

2. COMPENSATION

As compensation for the services contemplated herein and performance rendered by Contractor(s) of its duties and obligations hereunder, City shall pay Contractor(s) according to the Bid prices submitted on PCB23-25 ITB Parks and Recreation Chemical Application Bid Form. The City shall pay to the Contractor(s) as full consideration for the performance of the work required by this Agreement, at the cost per chemical/application as contained in the Contractor's cost proposal, upon the basis of actual measured quantities as the same may be finally determined by the City Manager or his designee(s).

A. Extra and/or Additional Work Changes. Should City at any time during the progress of said work request any alterations, deviations, additions, or omissions from said specifications or other contract documents, it shall be at liberty to do so by written authorization to Contractor(s), and the same shall in no way affect or make void the Agreement. The value of such will be added to or deducted from the contract Bid price, as the case may be, by a fair and reasonable valuation.

3. PRICE ADJUSTMENTS

A. Increases – Contractor(s) may request a price increase adjustment no more than two times in any contract year. In the event Contractor(s) desires to increase price, City

must be notified immediately. Price increases must be approved by City and no payment for additional materials or services, beyond the amount stipulated in the Contract(s) shall be paid without prior approval. All price increases must be supported by Producer Price Index or manufacturer documentation and justification. Contractor(s) must honor previous prices for thirty (30) days after approval and written notification from City. It is the Contractor's responsibility to keep all pricing up to date and on file with City. All price changes must be provided to City using the same format as was provided and accepted in the Contractor's proposal.

B. Reductions – Price reductions may be offered at any time during Contract. City may request a price reduction, which Contractor(s) shall permit, when such request is supported by Producer Price Index.

4. PAYMENT

The "closure date" for work to be invoiced for payment shall be the 30th of each calendar month, except February where it shall be the 28th. The Contractor(s) shall submit an itemized invoice by billing the City for the amount of work satisfactorily completed as of the closure date. The invoice(s) shall be delivered to accounts payable at City Hall, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413 no later than three days after the closure date of each calendar month.

5. TERM

Unless terminated sooner pursuant to the provision of the Termination clauses contained in paragraph 5, and subject to the availability of funds appropriated for this purpose, this Agreement shall take effect on the executed date of award for a period of one year with two (2) one-year optional renewals.

6. TERMINATION AND SUSPENSION

a. City Termination for Cause. The Agreement may be terminated by the City for cause in the event of any breach hereof, including, but not limited to, Contractor's: (1) failing to carry forward and deliver the product as provided herein; (2) failing to comply with applicable laws, regulations, permits, or ordinances; (3) failing to timely correct defective Work; (4) making a general assignment for the benefit of its creditors; (5) having a receiver appointed because of insolvency;(6) filing bankruptcy or having a petition for involuntary bankruptcy filed against it; (7) failing to make payments when due to subcontractors, vendors, or others for materials or labor used in the Work; (8) making a material misrepresentation to the City regarding the Work, (9) arrest or conviction of felony or fraud, or (10) any other material breach of this Agreement. In such event, the City shall provide Contractor with written notice of its intention to terminate this Agreement, stating the nature of the deficiency and the effective date of termination. At the City's sole judgment and discretion, the City may afford Contractor an opportunity to cure said deficiency, in which event the notice shall specify the time allowed. Upon termination, the City may take possession of the premises and of all materials thereon and finish the Work by whatever means it deems expedient.

b. City Termination for Convenience. Notwithstanding any other provision

hereof, the City may at any time terminate this Agreement or any Work issued under it, in whole or in part, without cause, upon thirty (30) days written notice to Contractor. In such event, Contractor shall be compensated for any Work performed prior to the date of termination and for materials that were ordered prior to receipt of notice of termination that cannot be returned to the vendor, which shall become City property. Upon receipt of notice, Contractor shall discontinue the Work on the date and to the extent specified therein and shall place no further orders for materials, equipment, services, or facilities, except as needed to continue any portion of the Work not terminated. Contractor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work. Contractor may not claim any compensation not specifically provided for herein, including, but not limited to loss of anticipated profits, idle equipment, labor, and facilities, any additional claims of subcontractors and vendors.

7. COMPLIANCE WITH LAWS.

The Contractor(s) shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor(s) shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The Contractor(s) shall protect and indemnify City of Panama City Beach and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor(s), its representatives, sub-contractors, sub-consultants, professional associates, agents, servants, or employees. Additionally, Contractor(s) shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this contract from the federal government, State of Florida, Bay County, or municipalities when legally required, and maintain same in full force and effect during the term of the contract.

8. WARRANTY

The Contractor(s) agrees that, unless otherwise specified, the product and/or service furnished as a result of this invitation and award thereto shall be covered by the most favorable commercial warranty the Contractor(s) gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other provision of the invitation/offer.

9. INSURANCE AND INDEMNIFICATION

Bidder shall at its expense maintain in force during the Term the insurance on policies and insurers acceptable to the City as required by the City's Insurance Requirements attached hereto as Exhibit "A."

A. Within thirty days of the date of the Award, and thereafter upon the written request of the City, Bidder shall furnish to the City such certificates of coverage and certified copies of policies pursuant to the City's Insurance Requirements

In order to satisfy this provision, the documentation required by this part must be sent to the following address: Attn: Carrie Jagers, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413.

B. To the maximum extent permitted by Florida law, Contractor shall indemnify and hold harmless the City and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgements, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of the resulting Agreement by Contractor or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or anyone employed by or utilized by the Contractor in the performance of the services solicited in this ITB.

C. Contractor's obligation to indemnify and hold harmless under this provision will survive the expiration or earlier termination of any resulting Agreement until it is determined by final judgement that an action against the City or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

D. If any third-party claim is made against the City that, if sustained, would give rise to indemnification liability of the Bidder under this Agreement, the City shall promptly cause notice of the claim to be delivered to the successful Bidder and shall afford the Bidder and its counsel, at the Bidder's sole expense, the opportunity to join in defending or compromising the claim. The covenants contained in this paragraph shall survive the termination of this Agreement.

10. ATTORNEY'S FEES

Should either party institute any legal action or proceeding to enforce this Agreement, or for damages by reason of any alleged breach of this Agreement, or for a declaration of rights hereunder, the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with such legal action or proceeding.

11. TIME

Time is of the essence in this Agreement.

12. REMEDIES

In the event of failure of the Contractor(s) to deliver services in accordance with the contract terms and conditions, the City, after due written notice, may procure the services from other sources and hold the Contractor(s) responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have. Failure to cure a breach of a material term hereunder within four (4) hours of Contractor's receipt of written notice thereof shall entitle the City to terminate this Agreement. All rights and remedies conferred upon the parties in this Agreement are governed by the laws within the State of Florida.

13. CHOICE OF LAW and VENUE

This Agreement shall be governed by the laws of the State of Florida. Any legal proceeding regarding this Agreement shall be brought in the 14th Judicial Circuit in Bay County, Florida.

14. ASSIGNMENT

This Agreement is not assignable.

15. SEVERABILITY

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

16. MODIFICATIONS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City and Contractor(s).

17. WAIVER

Failure by the City to enforce any provision of this Agreement shall not be deemed a waiver of the provision or modification of this Agreement. A waiver by the City of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

18. AGREEMENT

This Agreement, and any exhibits or appendixes attached hereto and incorporated herein, constitutes the entire agreement between parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions of the parties, whether oral or written, and there are no representations, warranties, covenants, or other agreements among them.

The term "Agreement" means and includes the following documents, all of which are incorporated into this Agreement by this reference:

ADVERTISEMENT FOR BIDS

INFORMATION FOR BIDDERS

BID PROPOSAL FORM

Statement Under Section 287.087, Florida Statutes, On

Preference To Businesses With Drug-Free Workplace

Programs

Public Entity Crimes Statement

NON-COLLUSION AFFIDAVIT

E-VERIFY

CERTIFICATE OF INSURANCE

GENERAL CONDITIONS

NOTICE OF AWARD

AGREEMENT

ADDENDA [LIST ANY ADDENDA ISSUED PRIOR TO EXECUTION OF THE AGREEMENT.]

No. ____, dated _____, 20___

No. ____, dated _____, 20___

No. ____, dated _____, 20___

No. ____, dated _____, 20___

The Contract Documents also includes any Work Authorizations executed by the parties and written amendments to any of the above signed by the party to be bound by such amendment. The Contract Documents are sometimes referred to herein as the "Agreement."

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

All notices required or made pursuant to this Agreement shall be in writing and, unless otherwise required by the express terms of this Agreement, may be given either (i) by mailing same by United States mail with proper postage affixed thereto, certified, return receipt requested, or (ii) by sending same by Federal Express, Express Mail, Airborne, Emery, Purolator or other expedited mail or package delivery, or (iii) by hand delivery to the appropriate address as herein provided. Notices to OWNER required hereunder shall be directed to the following address:

If to Owner:

City of Panama City Beach
17007 Panama City Beach Parkway
Panama City Beach, FL 32413

ATTENTION: Drew Whitman, City Manager

Fax No.: (850) 233-5108

If to Contractor:

Southeastern Turf Grass Supply
6542 Phillips Parkway Drive North
Jacksonville, FL 32256

ATTENTION: Ashley Carlton

Fax No.: 904-262-6737

Either party may change its above-mentioned address by giving written notice to the other party in accordance with the requirements of this Section.

IN WITNESS WHEREOF, the Contractor has executed this Agreement as of the day and year first above written.

Signed in the presence of: Contractor

Witness 1 _____

(Print Name): Ashley Carlton By: _____ for Southeastern Turf Grass Supply Inc
As it's President

Witness 2 _____

(Print Name): Dustin Headlee

ATTEST: **THE CITY OF PANAMA CITY BEACH, FLORIDA**,

a municipal corporation

_____

City Clerk

By: _____

Drew Whitman , City Manager

City of
Panama City Beach

PCB City Hall
17007 PCB Parkway
PCB, FL. 32413
P: (850) 233-5100
F: (850) 233-5108
www.pcbfl.gov

October 1, 2024

Southeastern Turf Grass Supply
6942 Phillips Parkway Dr. N.
Jacksonville, FL 32256

RE: Renewal of Parks and Recreation Chemical Application Agreement

This letter is to serve as notice of the City's intent to exercise its option to renew the current Parks and Recreation Chemical Application Agreement between the City of Panama City Beach and Southeastern Turf Grass Supply regarding the periodic purchase and application of select turf chemicals, upon the same terms and conditions for a term of one year, pursuant to Section 4 of that Agreement. This letter will therefore extend the current Agreement to January 26, 2026.

Sincerely,

Drew Whitman, City Manager
City of Panama City Beach

ACCEPTED:

Jonathan Wicker
Southeastern Turf Grass Supply

Date: October 8, 2024

Mayor Stuart Tettemer
Vice Mayor Michael Jarman
Ward 1 Paul Casto
Ward 2 Ethan Register
Ward 3 Mary Coburn
City Manager Drew Whitman
Asst. City Mgr. Holly White

BID PROPOSAL FORM

TO: City of Panama City Beach, Florida
SUBMITTED: January 6th, 2022.

PCB23-25 ITB Parks and Recreation Chemical Application

The Undersigned, as Bidder, hereby declares that they have examined the proposal specifications and informed themselves fully regarding all conditions pertaining to the product requirements.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the City of Panama City Beach to receive firm, fixed pricing schedule for the periodic purchase and application of select turf treatment chemicals to be used for City parks and sports fields in complete accord with **PCB23-25 ITB Parks and Recreation Chemical Application** bid specifications.

ADDENDUM: It is the sole responsibility of the bidder to determine if any addenda has been issued.

Basis of Award: The contract(s) will be awarded to one or more contractor(s) with the lowest responsive and responsible Bid. All invoices will require itemized billing per service.

Line items should be priced per acreage:

Service	Description	Cost Per Acreage	# of Events Per Year	Total Costs
Soil Aeration and Compaction	Application to the festival site, and all soccer and baseball fields (Approx. 39 acres)	$17,750.00	3	$53,250.00
PRG Seed (4000 pounds)	Application of PRG Seed (Seeds supplied by City) (Approx. 8.5 acres)	$2,640.00	1	$2,640.00
Oxadiazon 2G Pre-Emergent Treatment	Chemical Product (approx. 83 acres)	$13,079.92	2	$26,158.84
	Application of all fields (approx. 83 acres)	$4,996.50	2	$9,993.00
Fipronil 0.1G Insecticide Treatment	Chemical Product (approx. 83 acres)	$13,345.70	1	$ —
	Application of all fields (approx. 83 acres)	$* Sold as a System	1	$13,345.70

*NOTE: QUANITITES OF PRODUCTS ARE ESTIMATES, ACTUAL QUANTITIES MAY VARY. THE FREQUENCY OF EVENTS IS BASED ON AN AVERAGE FISCAL YEAR FROM OCTOBER -SEPTEMBER. ACREAGE CAN INCREASE OR DECREASE EACH FISCAL YEAR.

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:	***2. MEETING DATE:***
Keith Meyerl, Parks & Recreation	October 24, 2024

3. REQUESTED MOTION/ACTION:

Recommend approval of Resolution No. 25-08 authorizing the renewal of the agreement between the City and HMX Productions for the audio-visual production and entertainment services for the Summer Concert Series, under the same terms and conditions as the original agreement, for a period of one additional year to book and produce ten (10) live concerts for a fee of $5,500.00 per show.

4. AGENDA:

CONSENT AGENDA

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

Detailed Budget Amendment Attached: N/A
Is Business Impact Statement 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?

As approved by City Council, the Parks and Recreation Department entered into agreement PCB23-11 on January 12th, 2023, with HMX Productions for audio-visual and entertainment services for the Summer Concert Series held annually at Aaron Bessant Park. This agreement was for an initial term of one (1) year with two (2) additional, one (1) year renewal options. This proposed renewal is for the second (2nd) and final renewal allowed under the agreement for Summer 2025. The agreement contemplates ten (10) live concerts at the cost of $5,500.00 per concert.

Staff recommends approval.

Res 25-08.HMX Productions.Renewal Agreement.Summer Concert Series.pdf
HMX Productions Renewal Letter 10.1.2024.pdf
HMX Productions Summer Concert Series Production Agreement PCB23-11.pdf

RESOLUTION NO. 25-08

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE RENEWAL OF THE AGREEMENT WITH HMX PRODUCTIONS FOR AUDIO-VISUAL PRODUCTION AND ENTERTAINMENT SERVICES FOR THE ANNUAL SUMMER CONCERT SERIES HELD AT AARON BESSANT PARK FOR A FEE OF $5,500.00 PER CONCERT.

BE IT RESOLVED that the appropriate officers of the City are authorized to execute on behalf of the City a renewal of the City's agreement with HMX Productions for the provision of audio-visual and entertainment services for a period of one year beginning January 12, 2025, and ending January 11, 2026, in the amount of Five Thousand Five Hundred Dollars and No Cents ($5,500.00) per concert, under the terms and conditions approved by Resolution 23-77, 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 be effective immediately upon passage.

PASSED in regular session this _____ day of October, 2024.

CITY OF PANAMA CITY BEACH, FL

By:_____
Stuart Tettemer, Mayor

ATTEST:

_____
Lynne Fasone, MMC, City Clerk

City of
Panama City Beach

PCB City Hall
17007 PCB Parkway
PCB, FL. 32413
P: (850) 233-5100
F: (850) 233-5108
www.pcbfl.gov

October 1, 2024

HMX Productions
18100 Panama City Beach Parkway
Panama City Beach, FL 32413

RE: Renewal of Parks and Recreation Summer Concert Series Agreement

This letter is to serve as notice of the City's intent to exercise its option to renew the current Parks and Recreation Summer Concert Series Agreement between the City of Panama City Beach and HMX Productions regarding the provision of audio-visual production and entertainment services upon the same terms and conditions for a term of one years, pursuant to Section 4 of that Agreement. This letter will therefore extend the current Agreement to January 10, 2026.

Sincerely,

Drew Whitman, City Manager
City of Panama City Beach

ACCEPTED:

Michael Frimet
HMX Productions

Date: 10-3-24

Mayor Stuart Tettemer
Vice Mayor Michael Jarman
Ward 1 Paul Casto
Ward 2 Ethan Register
Ward 3 Mary Coburn
City Manager Drew Whitman
Asst. City Mgr. Holly White

Parks and Recreation Summer Concert Series

AGREEMENT

This Parks and Recreation Summer Concert Series Agreement

is made and entered into this 12th day of January, 2023, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation (City) and HMX Productions (Contractor).

PREMISES

1. SCOPE OF SERVICES

Contractor will provide Audio-Visual Production and Entertainment Services for the ten (10) live concerts at the City's Aaron Bessant Park, to be held weekly beginning [June 8, 2023], which comprise the City's 2023 Summer Concert Series. The Contractor shall furnish, at its sole expenses, all supervision, labor, equipment, tools, material, and supplies to properly and efficiently perform all of the work required under the Contract Documents and shall be solely responsible for the payment of all taxes, permits and license fees, labor fringe benefits, insurance and all other expenses and costs required to perform such work in accordance with this Agreement

If the Contractor believes that any particular work/service is not within the scope of work/service of the contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the City's Representative in writing of this belief. If the City's Representative believes that the particular work/service is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work/service as changed and at the cost stated for the work/service within the scope. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of this agreement.

2. COMPENSATION

As compensation for the services contemplated herein and performance rendered by Contractor of its duties and obligations hereunder, City shall pay Contractor according to the Bid prices submitted on PCB23-11 ITB Parks and Recreation Summer Concert Series Bid Form. The City shall pay to the Contractor as full consideration for the performance of the work required by this Agreement the lump sum of $5,500 per concert.;

A. Extra and/or Additional Work Changes. Should City at any time during the progress of said work request any alterations, deviations, additions, or omissions from said specifications or other contract documents, it shall be at liberty to do so by written authorization to Contractor, and the same shall in no way affect or make void the Agreement. The value of such will be added to or deducted from the contract Bid price, as the case may be, by a fair and reasonable valuation.

3. PAYMENT

The "closure date" for work to be invoiced for payment shall be the 30th of each calendar month, except February where it shall be the 28th. The Contractor shall submit an itemized invoice by billing the City for the amount of work satisfactorily completed as of the closure date. The invoice(s) shall be delivered to accounts payable at City Hall, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413 no later than three days after the closure date of each calendar month.

4. TERM

Unless terminated sooner pursuant to the provision of the Termination clauses contained in paragraph 5, and subject to the availability of funds appropriated for this purpose, this Agreement shall take effect on the executed date of award for a period of one year with two (2) one-year optional renewals.

5. COMPLIANCE WITH LAWS.

The Contractor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The Contractor shall protect and indemnify City of Panama City Beach and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, sub-contractors, sub-consultants, professional associates, agents, servants, or employees. Additionally, Contractor shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this contract from the federal government, State of Florida, Bay County, or municipalities when legally required, and maintain same in full force and effect during the term of the contract.

6. WARRANTY

The Contractor agrees that, unless otherwise specified, the product and/or service furnished as a result of this invitation and award thereto shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other provision of the invitation/offer.

7. ATTORNEY'S FEES

Should either party institute any legal action or proceeding to enforce this Agreement, or for damages by reason of any alleged breach of this Agreement, or for a declaration of rights hereunder, the prevailing party in any such action or proceeding shall be entitled to

receive from the other party all costs and expenses, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with such legal action or proceeding.

8. TIME

Time is of the essence in this Agreement.

9. REMEDIES

In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the City, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have. Failure to cure a breach of a material term hereunder within four (4) hours of Contractor's receipt of written notice thereof shall entitle the City to terminate this Agreement. All rights and remedies conferred upon the parties in this Agreement are governed by the laws within the State of Florida.

10. CHOICE OF LAW and VENUE

This Agreement shall be governed by the laws of the State of Florida. Any legal proceeding regarding this Agreement shall be brought in the 14th Judicial Circuit in Bay County, Florida.

11. ASSIGNMENT

This Agreement is not assignable.

12. SEVERABILITY

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

13. MODIFICATIONS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City and Contractor.

14. WAIVER

Failure by the City to enforce any provision of this Agreement shall not be deemed a waiver of the provision or modification of this Agreement. A waiver by the City of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

15. AGREEMENT

This Agreement, and any exhibits or appendixes attached hereto and incorporated herein, constitutes the entire agreement between parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions of the parties, whether oral or written, and there are no representations, warranties, covenants, or other agreements among them.

The term "Agreement" means and includes the following documents, all of which are incorporated into this Agreement by this reference:

ADVERTISEMENT FOR BIDS

INFORMATION FOR BIDDERS

BID PROPOSAL FORM

CERTIFICATION REGARDING LOBBYING

Statement Under Section 287.087, Florida Statutes, On

Preference To Businesses With Drug-Free Workplace

Programs

Public Entity Crimes Statement

NON-COLLUSION AFFIDAVIT

E-VERIFY

CERTIFICATE OF INSURANCE

NOTICE OF AWARD

AGREEMENT

ADDENDA [LIST ANY ADDENDA ISSUED PRIOR TO EXECUTION OF THE AGREEMENT.]

No. ____, dated _____, 20___

No. ____, dated _____, 20___

No. ____, dated _____, 20___

No. ____, dated _____, 20___

The Contract Documents also includes any Work Authorizations executed by the parties and written amendments to any of the above signed by the party to be bound by such amendment. The Contract Documents are sometimes referred to herein as the "Agreement."

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

9. All notices required or made pursuant to this Agreement shall be in writing and, unless otherwise required by the express terms of this Agreement, may be given either (i) by mailing same by United States mail with proper postage affixed thereto, certified, return receipt requested, or (ii) by sending same by Federal Express, Express Mail, Airborne, Emery, Purolator or other expedited mail or package delivery, or (iii) by hand delivery to the appropriate address as herein provided. Notices to OWNER required hereunder shall be directed to the following address:

If to Owner:

City of Panama City Beach
17007 Panama City Beach Parkway
Panama City Beach, FL 32413

ATTENTION: Drew Whitman, City Manager

Fax No.: (850) 233-5108

If to Contractor:

HMX Productions
18100 Panama City Beach Parkway
Panama City Beach, FL 32413

ATTENTION: Michael Frisset

Fax No.:

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

[Remainder of this page is intentionally left blank]

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
Lynne Fasone, City Clerk

[ ]. **VENDOR** HMX Productions

_____
WITNESS
PRINT NAME:
LISA FINN

By: _____
Its: Owner

_____
WITNESS
PRINT NAME:

x Lane Fleckenstein
Print

x _____
Signed.

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:	***2. MEETING DATE:***
Mark Shaeffer, Utilities	October 24, 2024

3. REQUESTED MOTION/ACTION:

Staff requests approval to purchase water and reclaimed water meters of various sizes from Core & Main, LP under our existing contract executed on August 8, 2023, approved by Resolution No. 23-205. This authorization is for purchases in an amount not to exceed the original FY 2025 budgeted amount for meters of $900,000.00.

4. AGENDA:

CONSENT AGENDA

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

Detailed Budget Amendment Attached: No
Is Business Impact Statement Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:
Economic Development
Financial Health
N/A

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

On August 8, 2023, the City Council approved a contract with Core & Main for the purchase of water meters at set unit prices. The terms of the contract provide set unit pricing established through the bid process, based upon meter size, for one year with options for two additional one-year terms. Purchases in FY23 and FY24 were in bulk due to limited supplies in efforts to ensure meters were available when needed. Supply chain issues have improved such that suppliers now have adequate units available, particularly in the common 2-inch and smaller sizes. Larger meters still have longer lead times.

Authorization to purchase meters in an amount not to exceed $900,000.00 is requested. This amount represents the FY 2025 budgeted amount for meter purchases already approved by Council. As the meter costs in the current contract are lower than other recent bids, Staff plans to purchase quantities sufficient to maintain a reasonable inventory of meters and then order meters of various sizes on an as-needed basis based upon development and maintenance requirements.

Staff recommends approval.

Res 25-09.Core and Main.Purchase Water Meters.pdf
Core & Main Agreement Water Meters.pdf
Res No 23-205.Core Main Fortiline.pdf

RESOLUTION NO. 25-09

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING THE PURCHASE OF WATER AND RECLAIMED WATER METERS FROM CORE & MAIN, LP FOR THE UTILITIES DEPARTMENT IN AN AMOUNT NOT TO EXCEED $900,000.00.

BE IT RESOLVED that the appropriate officers of the City are authorized to purchase water and reclaimed water meters from Core & Main, LP for the Utilities Department in an amount not to exceed Nine Hundred Thousand Dollars and No Cents ($900,000.00) for the 2024-2025 fiscal year, under the terms and conditions approved by Resolution No. 23-205, 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 be effective immediately upon passage.

PASSED in regular session this _____ day of October, 2024.

CITY OF PANAMA CITY BEACH, FL

By:_____
Stuart Tettemer, Mayor

ATTEST:

_____
Lynne Fasone, MMC, City Clerk

AGREEMENT

WATER METERS

THIS WATER METERS AGREEMENT is made and entered into this 8th day of August, 2023, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA,** a municipal corporation (City) and Core & Main, LP. (Contractor or Vendor).

PREMISES

1. **SCOPE OF WORK**
   Contractor/Vendor will deliver water meters and various appurtenances on an as-needed basis, as more particularly described in the Specifications listed in Invitation to Bid number PCB23-40.

   If the Contractor/Vendor believes that any particular product is not within the scope of the contract, is a material change, or will otherwise require more compensation to the Contractor/Vendor, the Contractor/Vendor must immediately notify the City's Representative in writing of this belief. If the City's Representative believes that the particular work/service/product is within the scope of the contract as written, the Contractor/Vendor will be order to and shall continue to supply the work/service/product as changed and at the cost stated for the work/service within the scope. The Contractor/Vendor must assert its right to an adjustment under this clause within thirty (30) days from the date of the receipt of this agreement.

2. **COMPENSATION**
   As compensation for supplying the product contemplated herein and performance rendered by the Contractor/Vendor of its duties and obligations hereunder, City shall pay Contractor/Vendor according to the not to exceed bid unit bid price submitted on PCB23-40 WATER METERS. The City shall pay to the Contractor/Vendor as full consideration for the delivery of product required by this Agreement, at the UNIT PRICE contained in the Contractor's cost proposal, upon the basis of actual measured qualities as the same may be finally determined by the City Manager or his/her designee(s).
      A. Extra and/or Additional Work Changes – Should City at any time during the progress of said work request alterations, deviations, additions, or omissions from said specifications or other contract documents, it shall be at liberty to do so by written authorization to Contractor/Vendor, and the same shall in no way affect or make void the Agreement. The unit price of any such addition or deletion from the contract Bid price, must be mutually agreed upon by both parties.

3. **PAYMENT**
   Contractor/Vendor will invoice for payment to the City when delivery and satisfactory inspection of WATER METERS has been completed. The invoice(s) shall be delivered to accounts payable at City Hall, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413.

4. TERM

Unless terminated sooner pursuant to the provision of the Termination clauses contained in paragraph 6, and subject to the availability of funds appropriated for this purpose, this Agreement shall take effect on the executed date of award and be valid for a period of one (1) year with an option to renew for two (2) additional one (1) year terms.

5. PRICE ADJUSTMENTS

A. Increases – Contractor/vendor may request a price increase adjustment no more than two times in any contract year. In the event Contractor/Vendor desires to increase price, City must be notified immediately. Price increases must be approved by City and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by Producer Price Index or manufacturer documentation and justification. Contractor/Vendor must honor previous prices for thirty (30) days after approval and written notification from City. It is the Contractor/Vendor's responsibility to keep all pricing up to date and on file with City. All price changes must be provided to City using the same format as was provided and accepted in the Contractor/Vendor's proposal.

B. Reductions – Price reductions may be offered at any time during Contract. City may request a price reduction, which Contractor/Vendor shall permit, when such a request is supported by Producer Price Index.

6. TERMINATION OF CONTRACT

A. City Termination for Cause – The Agreement may be terminated by the City for cause in the event of any breach hereof, including, but not limited to, Contractor/Vendor's: (1) failing to carry forward and complete the Work as provided herein; (2) failing to comply with applicable laws, regulations, permits, or ordinances; (3) failing to timely correct defective Work; (4) making a general assignment for the benefit of its creditors; (5) having a receiver appointed because of insolvency; (6) filing bankruptcy or having a petition for involuntary bankruptcy filed against it; (7) failing to make payments when due to subcontractors, vendors, or others for materials or labor used in the Work; (8) making a material misrepresentation to the City regarding the Work; (9) arrest or conviction of felony or fraud, or (10) any other material breach of this Agreement. In such event, the City shall provide Contractor/Vendor with written notice of its intention to terminate this Agreement, stating the nature of the deficiency and the effective date of termination. At the City's sole judgement and discretion, the City may afford Contractor/Vendor an opportunity to cure said deficiency, in which event the notice shall specify the time allowed. Upon termination, the City may take possession of the premises and of all materials thereon and finish the Work by whatever means it seems expedient.

B. City Termination for Convenience – Notwithstanding any other provision hereof, the City may at any time terminate this Agreement or any Work issued under it, in whole or in part, without cause, upon thirty (30) days advanced written notice to Contractor/Vendor. In such event, Contractor/Vendor shall be compensated for any Work performed prior to the date of termination and for materials that were ordered prior to receipt of notice of termination that cannot be returned to the vendor, which shall become City property. Upon receipt of notice, Contractor/Vendor shall discontinue Work on the date and to the extent specified therein and shall place no further orders for materials, equipment, services, or facilities, except as needed to continue any portion of the Work not terminated. Contractor/Vendor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work. Contractor/Vendor may not claim any compensation not specifically provided herein, including, but not limited to loss of anticipated profits, idle equipment, labor, and facilities; or any additional claims of subcontractors and vendors.

7. COMPLIANCE WITH LAWS

The Contractor/Vendor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor/Vendor shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The Contractor/Vendor shall protect and indemnify the City of Panama City Beach and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor/Vendor, its representatives, sub-contractors, sub-consultants, professional associates, agents, servants, or employees. Additionally, Contractor/Vendor shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this contract from the federal government, State of Florida, Bay County, or municipalities when legally required, and maintain same in full force and effect during term of the contract.

8. WARRANTY

The Contractor/Vendor agrees that, unless otherwise specified in the specifications of the invitation to bid, the product furnished as a result of this invitation and award thereto shall be covered by the most favorable commercial warranty the Contractor/Vendor gives to any customer for comparable quantities of such products and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other provision of the invitation/offer.

9. INSURANCE AND INDEMNIFICATION

Contractor/Vendor shall at its own expense maintain in force during the term of the contract the insurance on policies and insurers acceptable to the City as required by the City's Insurance Requirements attached hereto as Exhibit "A".

i. Within thirty (30) days of the date of the Award, and thereafter upon the written request of the City, Contractor/Vendor shall furnish to the City such certificates of coverage and certified copies of policies pursuant to the City's insurance requirements in order to satisfy this provision, the documentation required by this part must be sent to the following address: ATTN: RISK MANAGEMENT DIRECTOR, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413.

ii. Regardless of the coverage provided by any insurance, the successful Contractor/Vendor shall indemnify, save harmless and defend the City, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful Contractor/Vendor, its sub-contractors, agents, servants, or employees during the course of performing services or caused by the goods provided pursuant to these Bid documents and/or resultant contract.

If any third-party claim is made against the City that, if sustained, would give rise to indemnification liability of the Contractor/Vendor under this Agreement, the City shall promptly cause notice of the claim to be delivered to the successful Contractor/Vendor and shall afford the Contractor/Vendor and its counsel, at the Contractor's/Vendor's sole expense, the opportunity to join in defending or compromising the claim. The covenants contained in this paragraph shall survive the termination of this Agreement.

10. ATTORNEY'S FEES

In the event of any litigation hereunder, each party shall be responsible for its own attorney's fees and court costs at all trial and appellate levels and at any mediation or arbitration.

11. TIME

Time is of the essence in this Agreement.

12. FORCE MAJEURE

The Contractor's/Vendor's failure or inability to perform the stated scope of work at any time as a result of circumstances beyond its control, such as, but not limited to, war, terrorism, strikes, fires, floods, hurricanes, acts of God, power failures, or damage or destruction of any facility related thereto, shall not be deemed a breach of this Agreement.

13. REMEDIES

In the event of failure of the Contractor/Vendor to deliver product in accordance with the contract terms and conditions, the City, after due written notice, may procure the products from other sources and hold the Contractor/Vendor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have. Failure to cure a breach of a material term hereunder within 24-hours of Contractor's/Vendor's receipt of written notice thereof shall entitle the City to terminate this Agreement. All rights and remedies conferred upon the parties in this Agreement shall be cumulative and in addition to those available under the laws of the State of Florida.

14. ASSIGNMENT

This Agreement may be assigned with the consent of the City Council.

15. SEVERABILITY

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

16. CHOICE OF LAW & VENUE

This Agreement shall be governed by the laws of the State of Florida. Any legal proceeding regarding this Agreement shall be brought in the 14th Judicial Circuit in Bay County, Florida.

17. MODIFICATIONS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City and Contractor/Vendor.

18. WAIVER

Failure by the City to enforce any provision of this Agreement shall not be deemed a waiver of the provision or modification of this Agreement. A waiver by the City of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms and conditions of this Agreement.

19. NOTICES

Any notice required by this Agreement shall be directed to the parties as follows:

A. As to City:

City Representative: Leah Bailey

Title/Position: Utilities Business Manager

17007 Panama City Beach Pkwy., Panama City Beach, FL 32413

Phone: (850) 233-5100, ext. 2420

B. As to Contractor/Vendor:

Contract Representative: John Wood

Title/Position: Outside Sales Representative

Email Address: john.wood@coreandmain.com

Mailing Address: 2606 Airport Rd., Panama City, FL 32405

Phone: (850) 393-9158

20. ENTIRE AGREEMENT

This Agreement, and any exhibits or appendixes attached hereto and incorporated herein, constitutes the entire agreement between parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions of the parties, whether oral or written, and there are no representations, warranties, covenants or other agreements among the parties.

The term "Agreement" means and includes the following documents, all of which are incorporated into this Agreement by reference:

Advertisement for Bids
Information for Bidders
Scope of Work/Specifications
Bid Proposal Form
Drug Free Work Place Statement
Public Entity Crimes Statement
Non-Collusion Affidavit
E-Verify
Terms and Conditions
Notice of Award
Agreement
Exhibit A – Insurance Requirements
Any Additional Exhibits or Appendices

ADDENDA (S)

No. _____, dated _____, 20 _____

No. _____, dated _____, 20 _____

No. _____, dated _____, 20 _____

No. _____, dated _____, 20 _____

IN WITNESS WHEREOF, the Contractor/Vendor has executed this Agreement as of the day and year first written above.

Signed in the presence of: Contractor/Vendor

Witness 1: Gary Adams

(Print Name): Gary Adams

By: _____
Contractor/Vendor

Witness 2: Guylan Ballard

(Print Name): Guylan Ballard

THE CITY OF PANAMA CITY BEACH, FLORIDA,
a municipal corporation

By: _____
Drew Whitman, City Manager

ATTEST:

_____
City Clerk

RESOLUTION NO. 23-205

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AGREEMENTS WITH CORE & MAIN, LP, FORTILINE, INC., AND CONSOLIDATED PIPE AND SUPPLY CO., INC. FOR THE PURCHASE OF WATER METERS FOR THE UTILITIES DEPARTMENT AT SET UNIT PRICES; AUTHORIZING THE PURCHASE OF WATER METERS IN THE AMOUNT OF $478,869.40; AND AUTHORIZING A BUDGET AMENDMENT.

BE IT RESOLVED that:

1. The appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement with Core & Main, LP for the purchase of water utility meters for the Utilities Department, at set unit prices as more fully set out in the form **attached** as Exhibit A and presented to the Council today in the amount of $478,869.40, 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 appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement with Fortiline Inc., for the purchase of water utility meters for the Utilities Department, at set unit prices as more fully set out in the form **attached** as Exhibit B 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.
3. The appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement with Consolidated Pipe and Supply Co., Inc. for the purchase of water utility meters for the Utilities Department, at set unit prices as more fully set out in the form **attached** as Exhibit C 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.

4. The following budget amendment #48 is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2022 and ending September 30, 2023, to appropriate additional funding for the purchase, as shown in and in accordance with the **attached** and incorporated Exhibit D.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in special session this 8th day of August, 2023.

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

_____
Lynne Fasone, City Clerk

CITY OF PANAMA CITY BEACH
BUDGET TRANSFER FORM BF-10

BA# 48

	LEDGER ACCOUNT	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	AMENDED BUDGET
TO	401-3300-533.52-40	Meters	330,000.00	331,000.00	661,000.00
FROM	401-8100-999.96-00	Reserves Available for Expenditures	37,809,913.00	(331,000.00)	37,478,913.00
		Check Adjustment Totals:	38,139,913.00	0.00	38,139,913.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To appropriate funding from available reserves for the purchase of water meters for the Utility Department

FINANCE REVIEW: _____

RESOLUTION #: _____

DATE: _____

		Consolidated Pipe & Supply Co., Inc.		Core & Main, LP		Fortiline, Inc.	
Item No.	Description	Unit Price	Alternate Make/Model	Unit Price	Alternate Make/Model	Unit Price	Alternate Make/Model
1	3/4" Potable Meter w/register - Sensus Iperl	No Bid		$127.25		No Bid	
2	1" Potable Meter w/register - Sensus Iperl	No Bid		$180.08		No Bid	
3	3/4" Reclaimed Meter w/register - Sensus Iperl	No Bid		$132.65		No Bid	
4	1" Reclaimed Meter w/register - Sensus Iperl	No Bid		$185.35		No Bid	
5	2" Sensus Omni C2 Compound Meter w/register	No Bid		$1,413.75		No Bid	
6	3" Sensus Omni C2 Compound Meter w/register	No Bid		$1,790.75		No Bid	
7	4" Sensus Omni C2 Compound Meter w/register	No Bid		$3,110.27		No Bid	
8	6" Sensus Omni C2 Compound Meter w/register	No Bid		$5,372.26		No Bid	
9	4" Sensus Omni F2 Compound Fireline w/register	No Bid		$6,904.92		No Bid	
10	6" Sensus Omni F2 Compound Fireline w/register	No Bid		$9,189.83		No Bid	
11	8" Sensus Omni F2 Compound Fireline w/register	No Bid		$14,583.94		No Bid	
12	2" Sensus Omni T2 Meter w/register	No Bid		$994.59		No Bid	
13	3" Sensus Omni T2 Meter w/register	No Bid		$1,239.43		No Bid	
14	4" Sensus Omni T2 Meter w/register	No Bid		$2,412.88		No Bid	
15	6" Sensus Omni T2 Meter w/register	No Bid		$4,343.99		No Bid	
16	2" Sensus Omni T2 Reclaimed Meter w/register	No Bid		$1,012.00		No Bid	
17	3" Sensus Omni T2 Reclaimed Meter w/register	No Bid		$1,256.84		No Bid	
18	4" Sensus Omni T2 Reclaimed Meter w/register	No Bid		$2,430.31		No Bid	
19	6" Sensus Omni T2 Reclaimed Meter w/register	No Bid		$4,361.41		No Bid	
20	3" Sensus Omni H2 Hydrant Meter	No Bid		$1,207.74		No Bid	
21	Iperl AMR Housing Assembly	No Bid		$11.65		No Bid	
22	Wire Cable (From Meter to Housing)	No Bid		$20.58		No Bid	
23	1 1/2" Meter Flange Kits	No Bid		$67.93		No Bid	
24	2" Meter Flange Kits	No Bid		$88.21		No Bid	
1A	3/4" Potable Meter w/register	$135.00	Zenner Ultrasonic ZSUR03	$154.74	Sensus SR II TRPL w/E-Reg	$155.00	Kamstrup flowIQ Type 23 ENC
2A	1" Potable Meter w/register	$155.00	Zenner Ultrasonic ZSUR07	$234.80	Sensus SR II TRPL w/E-Reg	$420.00	Kamstrup flowIQ Type 23 ENC
3A	3/4" Reclaimed Meter w/register	$110.00	Zenner MultiJet PMN03R	$162.19	Sensus SR II TRPL w/E-Reg Claim	No Bid	
4A	1" Reclaimed Meter w/register	$125.00	Zenner MultiJet PMN07R	$241.79	Sensus SR II TRPL w/E-Reg Claim	No Bid	
5A	2" Compound Meter w/register	$1,050.00	Zenner Ultrasonic ZSU02	No Bid		$1,350.00	Kamstrup flowIQ Type 23 ENC
6A	3" Compound Meter w/register	$1,250.00	Zenner Ultrasonic ZSU03	No Bid		$1,850.00	Kamstrup flowIQ Type 23 ENC
7A	4" Compound Meter w/register	$1,380.00	Zenner Ultrasonic ZSU04	No Bid		$2,950.00	Kamstrup flowIQ Type 23 ENC
8A	6" Compound Meter w/register	$2,275.00	Zenner Ultrasonic ZSU06	No Bid		No Bid	
9A	4" Compound Fireline w/register	$2,700.00	Zenner Ultrasonic ZSU04 UL Strainer and Spool acc x 3	No Bid		No Bid	
10A	6" Compound Fireline w/register	$4,800.00	Zenner Ultrasonic ZSU06 UL Strainer and Spool acc x 3	No Bid		No Bid	
11A	8" Compound Fireline w/register	$7,400.00	Zenner Ultrasonic ZSU08 UL Strainer and Spool acc x 3	No Bid		No Bid	
12A	2" Turbine Meter w/register	$1,050.00	Zenner Ultrasonic ZSU02	No Bid		$1,350.00	Kamstrup flowIQ Type 23 ENC
13A	3" Turbine Meter w/register	$1,250.00	Zenner Ultrasonic ZSU03	No Bid		$1,850.00	Kamstrup flowIQ Type 23 ENC
14A	4" Turbine Meter w/register	$1,380.00	Zenner Ultrasonic ZSU04	No Bid		$2,950.00	Kamstrup flowIQ Type 23 ENC
15A	6" Turbine Meter w/register	$2,275.00	Zenner Ultrasonic ZSU06	No Bid		No Bid	
16A	2" Reclaimed Meter w/register	$1,150.00	Zenner Ultrasonic ZSU02	No Bid		No Bid	
17A	3" Reclaimed Meter w/register	$1,350.00	Zenner Ultrasonic ZSU03	No Bid		No Bid	
18A	4" Reclaimed Meter w/register	$1,480.00	Zenner Ultrasonic ZSU04	No Bid		No Bid	
19A	6" Reclaimed Meter w/register	$2,375.00	Zenner Ultrasonic ZSU06	No Bid		No Bid	
20A	3" Hydrant Meter	$750.00	Zenner FHZ025	No Bid		No Bid	
21A	AMR Housing Assembly	$66.57		No Bid		No Bid	
22A	Wire Cable (From Meter to Housing)	$98.00	Zenner NDC Cable	No Bid		$30.00	5' TRPL Cable
23A	1 1/2" Meter Flange Kits	$9.65	EGW 12107	No Bid		$87.00	Matco/Norca - LF
24A	2" Meter Flange Kits	$9.95	EGW 12173	No Bid		$93.00	Matco/Norca - LF

PROPOSED CORE & MAIN PURCHASE ORDER ITEMIZATION

BID ITEM NO.	ITEM	QTY	UNIT COST	TOTAL
1	3/4" Potable Meter w/register - Sensus Iperl	1000	$127.25	$127,250.00
2	1" Potable Meter w/register - Sensus Iperl	250	$180.08	$45,020.00
3	3/4" Reclaimed Meter w/register - Sensus Iperl	250	$132.65	$33,162.50
4	1" Reclaimed Meter w/register - Sensus Iperl	250	$185.35	$46,337.50
12	2" Sensus Omni T2 Meter w/register	40	$994.59	$39,783.60
13	3" Sensus Omni T2 Meter w/register	40	$1,239.43	$49,577.20
16	2" Sensus Omni T2 Reclaimed Meter w/register	40	$1,012.00	$40,480.00
17	3" Sensus Omni T2 Reclaimed Meter w/register	40	$1,256.84	$50,273.60
21	Iperl AMR Housing Assembly	500	$11.65	$5,825.00
22	Wire Cable (From Meter to Housing)	2000	$20.58	$41,160.00
			Subtotal	*$478,869.40*

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME: Lynne Fasone, City Council	***2. MEETING DATE:*** October 24, 2024
3. REQUESTED MOTION/ACTION: Review and approve.	
4. AGENDA: CONSENT AGENDA	***5. IS THIS ITEM BUDGETED (IF APPLICABLE)?:*** N/A Detailed Budget Amendment Attached: N/A Is Business Impact Statement Attached: N/A
	6. IDENTIFY STRATEGIC PRIORITY: Financial Health N/A N/A
7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED? 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. Staff recommends approval.	
Master List of Obsolete Items.10.24.24.pdf	

CITY OF PANAMA CITY BEACH
REVISION OF THE MASTER AUDIT LIST TO REMOVE OBSOLETE ITEMS

October 24, 2024 City Council Meeting

CAPITAL ITEMS

ASSET TAG	YEAR	MAKE	MODEL	TYPE	VIN/SN	DEPT
00687	2012	SUPERMICRO	6037R-TXRF	COMPUTER	S 1 1 2 9 5 1 2 2 A 0 8 8 4 5	IT
00686	2012	SUPERMICRO	6037R-TXRF	COMPUTER	S 1 1 2 9 5 1 2 2 A 0 8 8 4 3	IT
00712	2013	DELL	POWER EDGE	SERVER	F 1 Y R R X 1	IT
00590	2010	DELL	POWER EDGE	SERVER	3 Z V R T L 1	IT
00715	2013	DELL	POWER EDGE	SERVER	C D 1 7 7 Y 1	IT
00766	2013	DELL	POWER EDGE	SERVER	7 4 B Z D Z 1	IT
00572	2009	SUPERMICRO	SUPER SERVER	SERVER	7 0 4 5 W - N T R T	IT
00783	2018	HONDA	RANCHER 420	ATV/UTV	1 H T E 4 1 0 7 G 4 2 0 0 0 9 4	BUILDING
00644	2012	CHEVROLET	SILVERADO	TRUCK	1 G C R K P E A 4 C Z 2 9 2 6 4 9	BUILDING
00735	2013	VANGUARD	ZS SPRAY 16H	CHEMICAL SPRAYER	Z M - 2 0 1 3 - 3 7 0	PARKS AND RECREATION
00909	2016	VANGUARD	ZS SPRAY 16H	CHEMICAL SPRAYER	Z S 5 2 6 0 - 2 0 1 6 - 6 1 7	PARKS AND RECREATION
02828	2022	LANDMASTER	L7	ATV/UTV	A 4 P U F Y P E 4 N B A 0 0 3 0 0	BEACH RESCUE

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.

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:	***2. MEETING DATE:***
Mark Shaeffer, Utilities	October 24, 2024

3. REQUESTED MOTION/ACTION:

Hold a public hearing and approve Ordinance No. 653 increasing water rates by 1% and sewer/reclaimed rates by 4% in FY 24/25 consistent with the recommendation in the 2021 water and wastewater sufficiency review report prepared by Raftelis and previously accepted by the City Council.

4. AGENDA:

REGULAR AGENDA, DISCUSSION / ACTION ITEMS

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

Detailed Budget Amendment Attached: N/A
Is Business Impact Statement Attached: Yes

6. IDENTIFY STRATEGIC PRIORITY:
Financial Health
Economic Development
N/A

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 report of their utility rate analysis. The findings and associated recommendations in the report 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 is included in the agenda packet as well.

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 consistent with capital improvement and operating cost needs. If Ordinance No. 1653 is approved by Council, customers within the City limits using the typical 6,000 gallons of water per month will see a monthly increase in their water and sewer bill of $1.58.

Notices of the proposed increases were included on utility bills and mailed to all customers as required. Also attached are three tables and a graph comparing the City's current and proposed water and sewer rates with other Bay County municipalities. These tables are directly from Raftelis' final report with Tables 16, 17, and 18 comparing typical monthly bills for water, sewer, and combined water and sewer bills for the City and other Bay County-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 also significantly lower. As one would expect, the combined water and sewer bills for the same 6,000 gallon per month usage rate are substantially lower than those of all the other Bay County-based utilities.

~~Staff recommends approval.~~

Ord 1653 Utility Rate Change 2nd Reading Nov Effective Date.pdf
Ord 1653 Business Impact Estimate Nov Effective Date .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
Notice Ord 1653 2nd Reading Nov effective date .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 NOVEMBER 1, 2024.

BE IT ORDAINED BY THE PEOPLE OF THE CITY OF PANAMA CITY BEACH:

SECTION 1. From and after November 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 November 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 November 1, 2024, Section 23-81 of the City's Code o Ordfinances 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 November 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 November 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 November 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 October, 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 NOVEMBER 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

TABLE OF CONTENTS

Title	Page No.
Letter of Transmittal	
Table of Contents	i
List of Tables	ii
General	1
Water and Wastewater Rates	1
Customer and Sales Forecast	1
Revenue Requirements	2
Adequacy of Existing Utility Retail Rate Revenue	10
Water and Wastewater Residential Rate Comparisons	11
Summary of Projected Operating Results	12
Conclusions	13

CITY OF PANAMA CITY BEACH, FLORIDA

WATER AND WASTEWATER RATE SUFFICIENCY REVIEW

LIST OF TABLES

Table No.	Description
1	Development of Projected Water Revenue Requirements
2	Development of Projected Wastewater Revenue Requirements
3	Development of Projected Water and Wastewater Revenue Requirements
4	Allocation of Utility Operating Expenses to Individual Systems
5	Projected Water Operating Expenses
6	Projected Wastewater Operating Expenses
7	Projected Operating Expense Escalation Factors
8	Projected Debt Service Payments
9	Projected Fund Balances and Interest Income for the Utility System
10	Projected Capital Improvement Plan Funding
11	Projected Water and Wastewater Rate Revenues
12	Projected Water and Wastewater Miscellaneous Revenues
13	Existing and Proposed Water and Wastewater Rates – City Service Area
14	Existing and Proposed Water and Wastewater Rates – Former Grand Lagoon Service Area
15	Existing and Proposed Water and Wastewater Rates – Former Bayside Service Area
16	Comparison of Typical Monthly Residential Bills for Water Service
17	Comparison of Typical Monthly Residential Bills for Wastewater Service
18	Comparison of Typical Monthly Residential Bills for Combined Water and Wastewater Service
19	Projected Operating Results and Debt Service Coverage Analysis

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

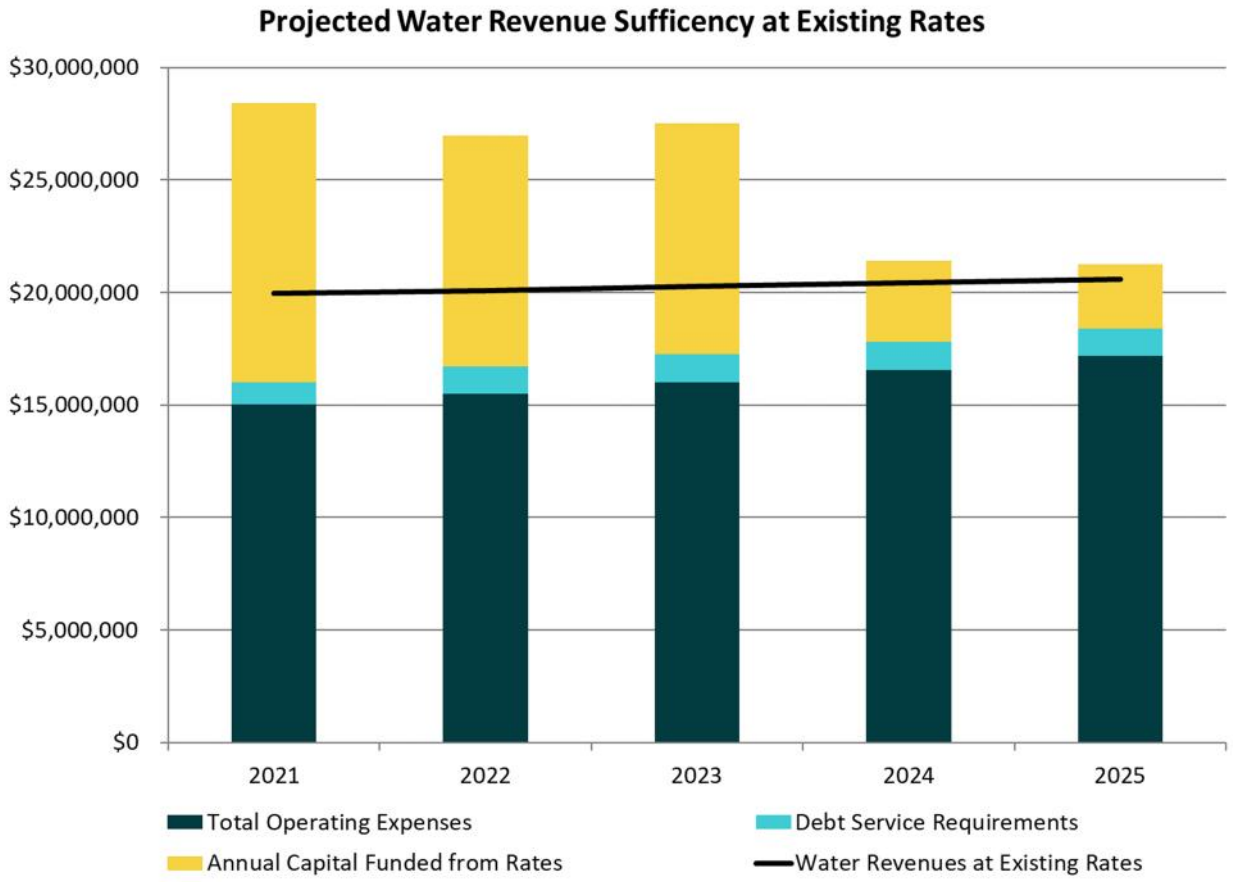
The various components of the costs associated with the operation, maintenance, financing of major capital improvements, renewal and replacement of facilities, and assurance of the adequacy and continuity of reliable service to customers are generally referred to as the revenue requirements of a municipally 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.

(Remainder of page intentionally left blank)

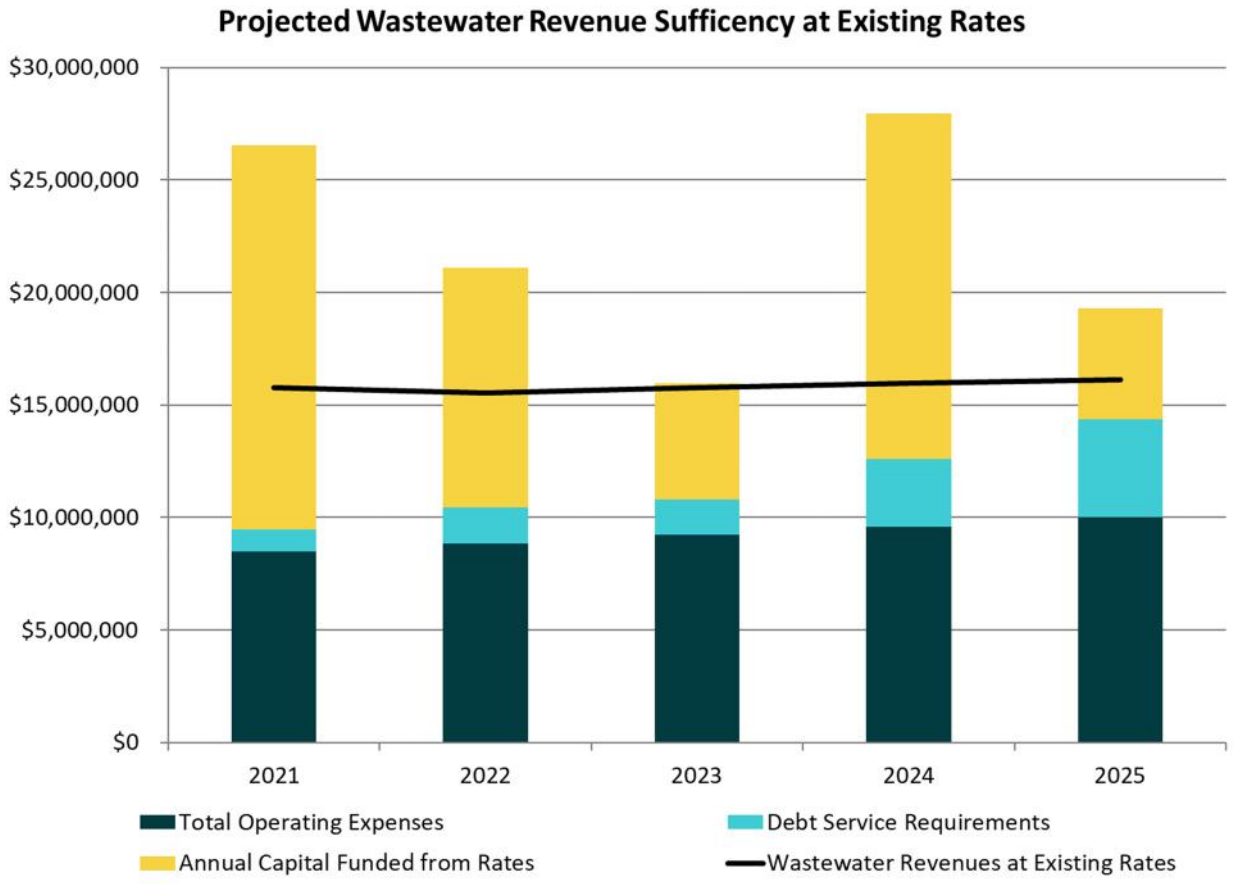
As derived from Table 1 at the end of this report, the following chart summarizes the projected revenue sufficiency of the existing water rates beginning Fiscal Year 2022 through Fiscal Year 2025:



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.

(Remainder of page intentionally left blank)

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:

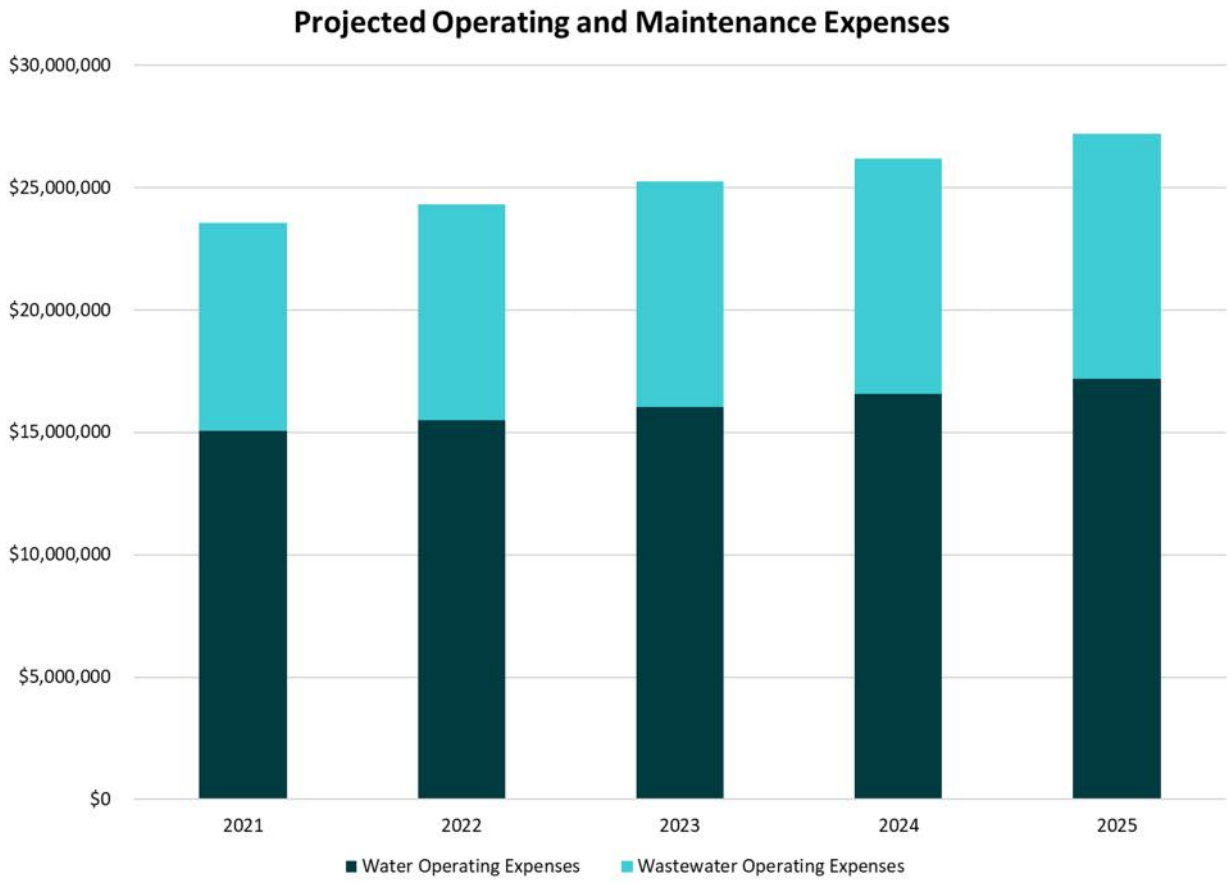
- Utility Power Costs – 3.5% annually
- Employee Insurance – 6.0% annually
- Chemicals – 5.0% annually
- Property/Liability Insurance – 5.0% annually
- Repairs and Maintenance – 3.0% annually
- General Inflation – 2.1% annually [*]

[*] 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.

(Remainder of page intentionally left blank)

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:

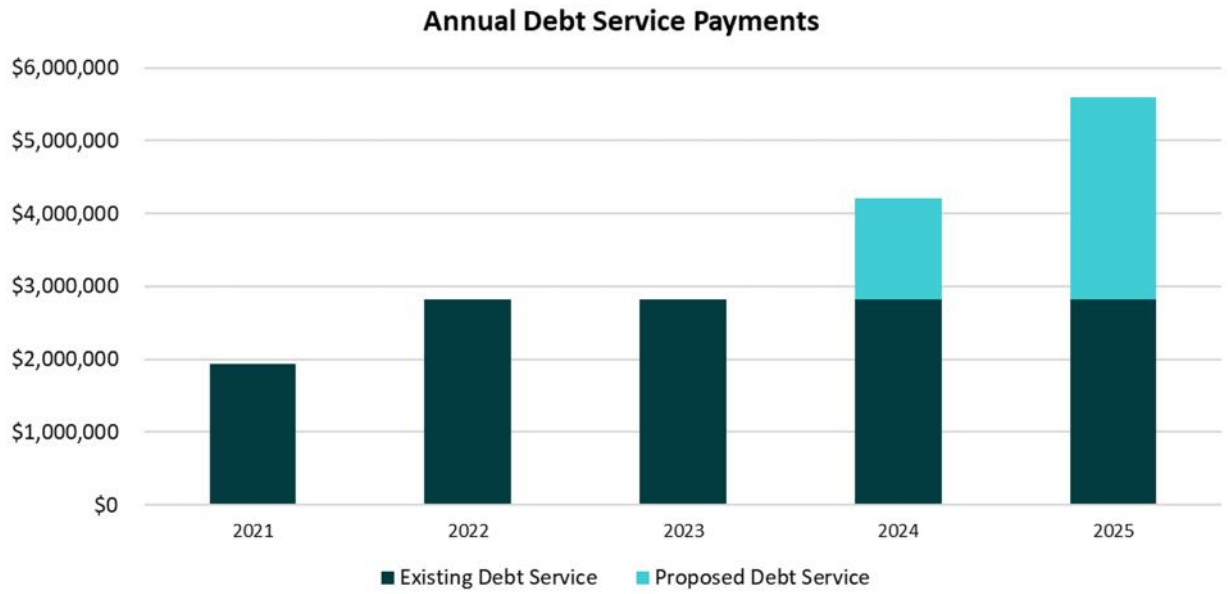
Projected Bay County Purchased Water Expense		
Fiscal Year	Projected Flows (000s of Gallons)	Total Annual Cost
2021	5,120,357	$9,677,000
2022	5,178,014	9,942,000
2023	5,231,236	10,253,000
2024	5,280,023	10,560,000
2025	5,324,375	10,915,000

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:

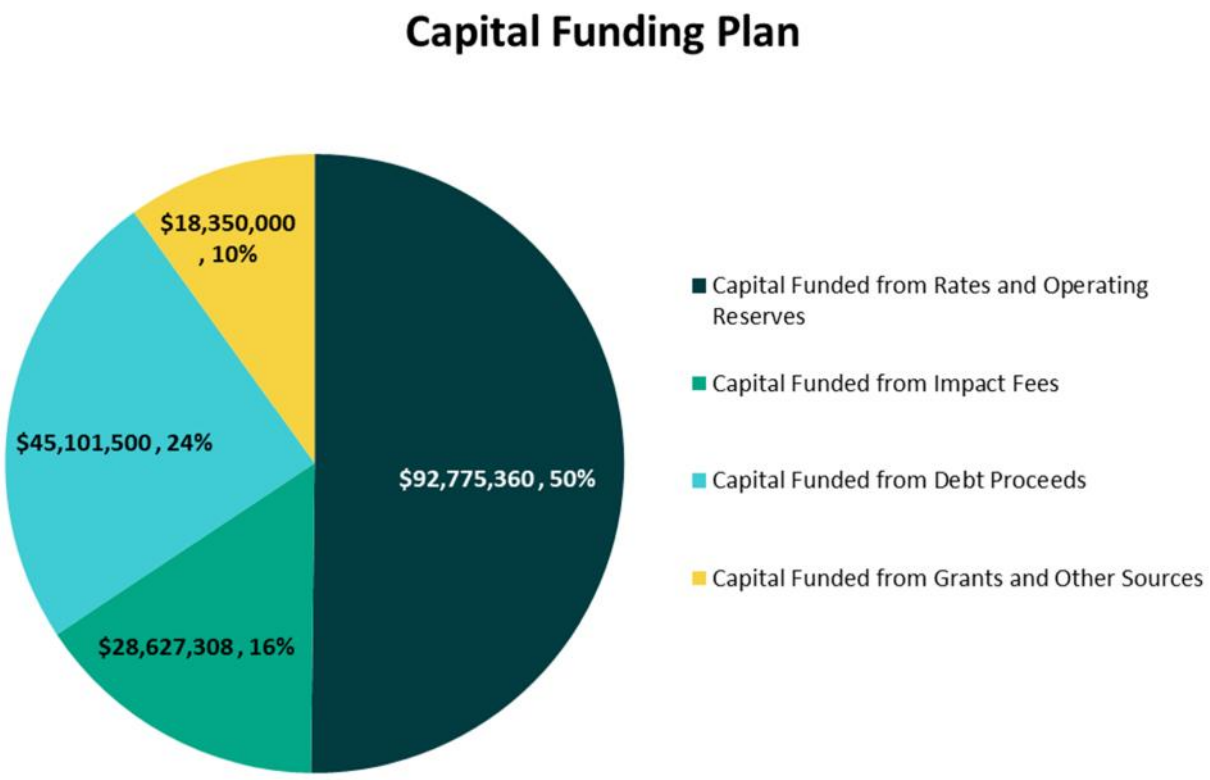
    a. West End storage tank and transmission;

    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:



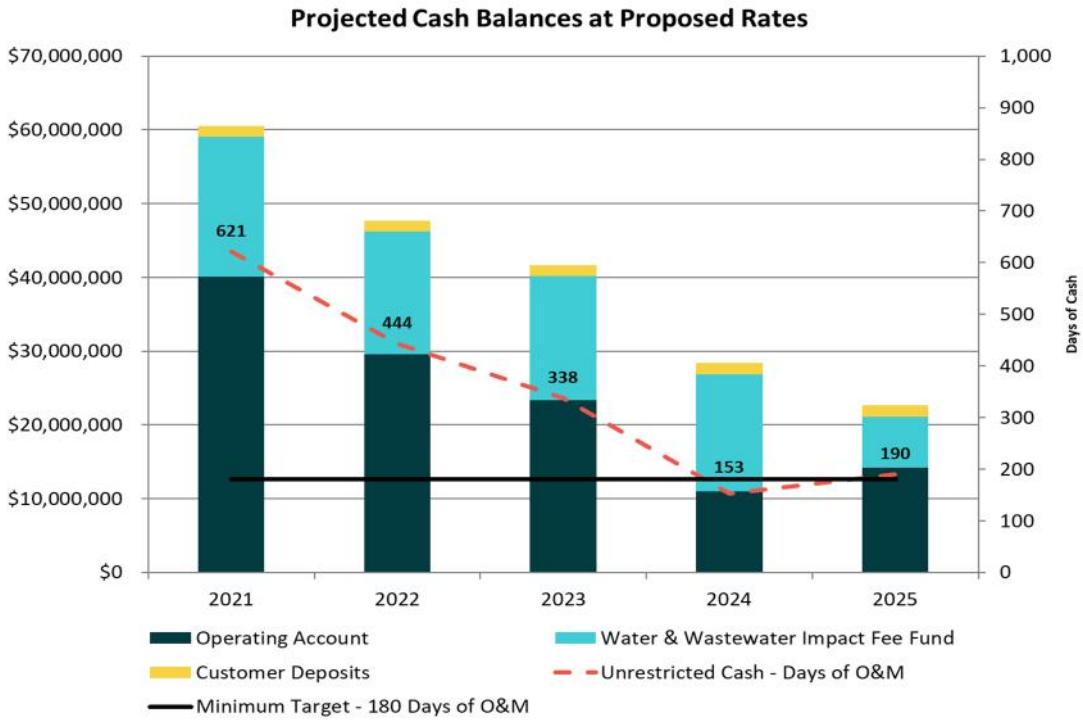
8. Projected revenues from current rates and charges for the water and wastewater systems have been based on the existing schedule of rates and charges adopted by the City. Such rates were applied to the customer and sales or usage forecast discussed previously in this report. Table 11 at the end of 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.

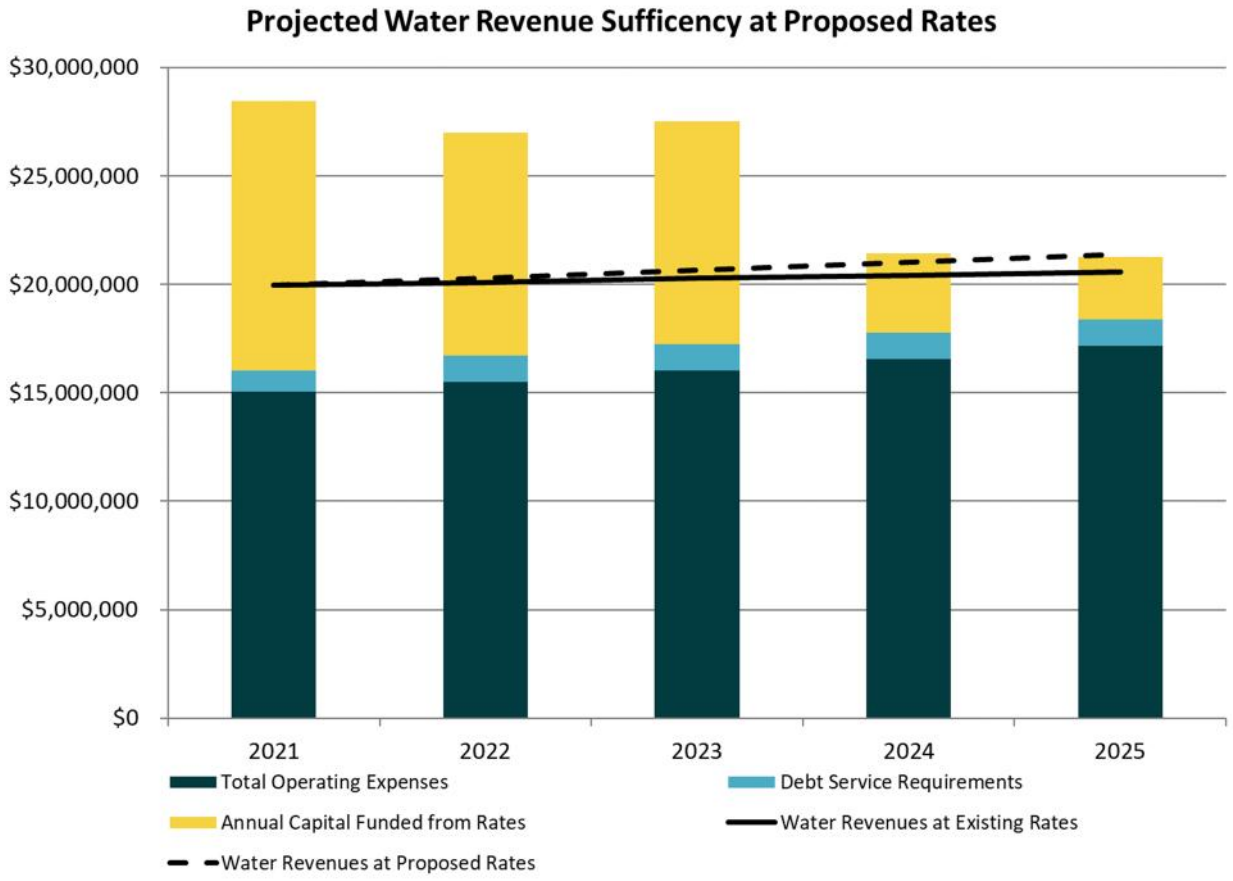


Adequacy of Existing Utility Retail Rate Revenue

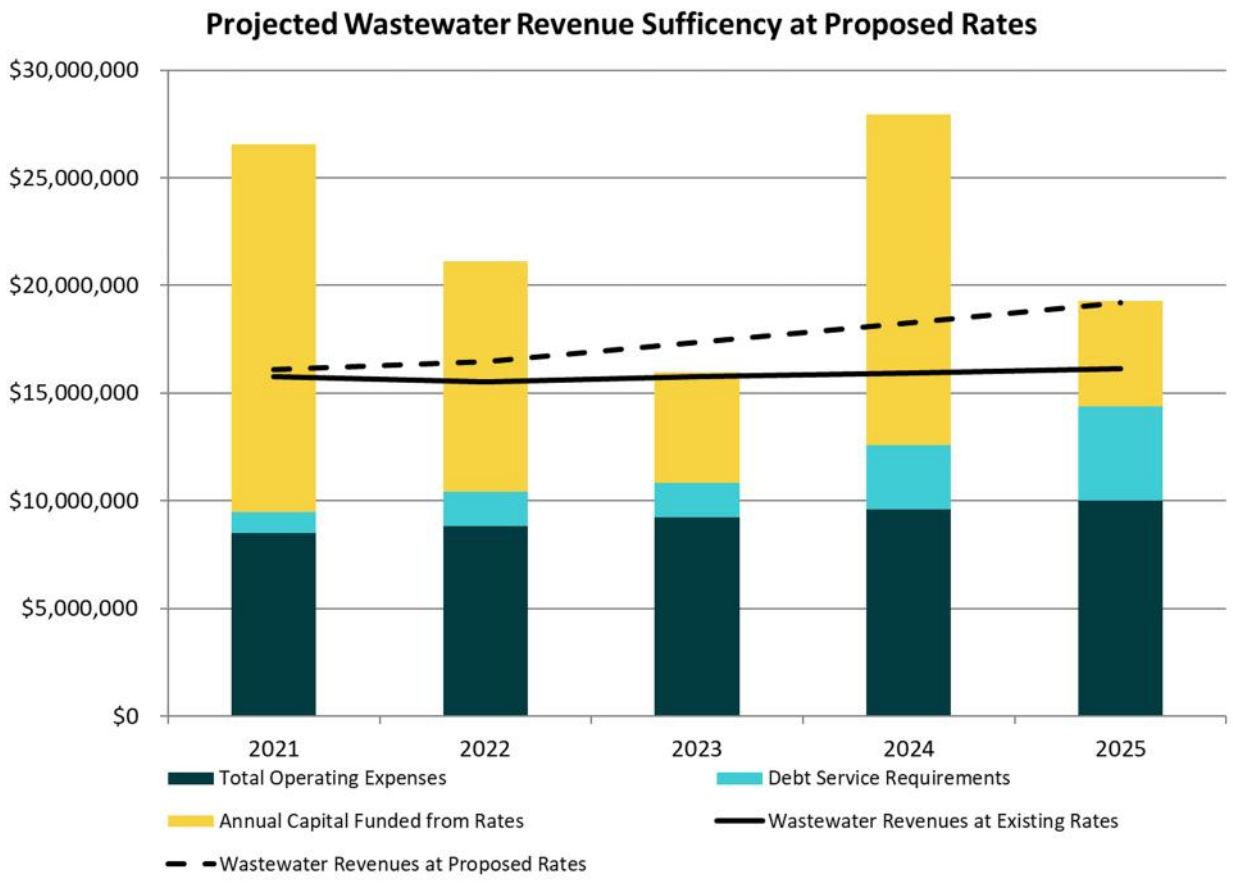
As discussed previously the existing water and wastewater rates are projected to be insufficient for the Forecast Period. Based on discussions with City staff, we recommend the following rate adjustments over the Forecast Period:

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:



(Remainder of page intentionally left blank)



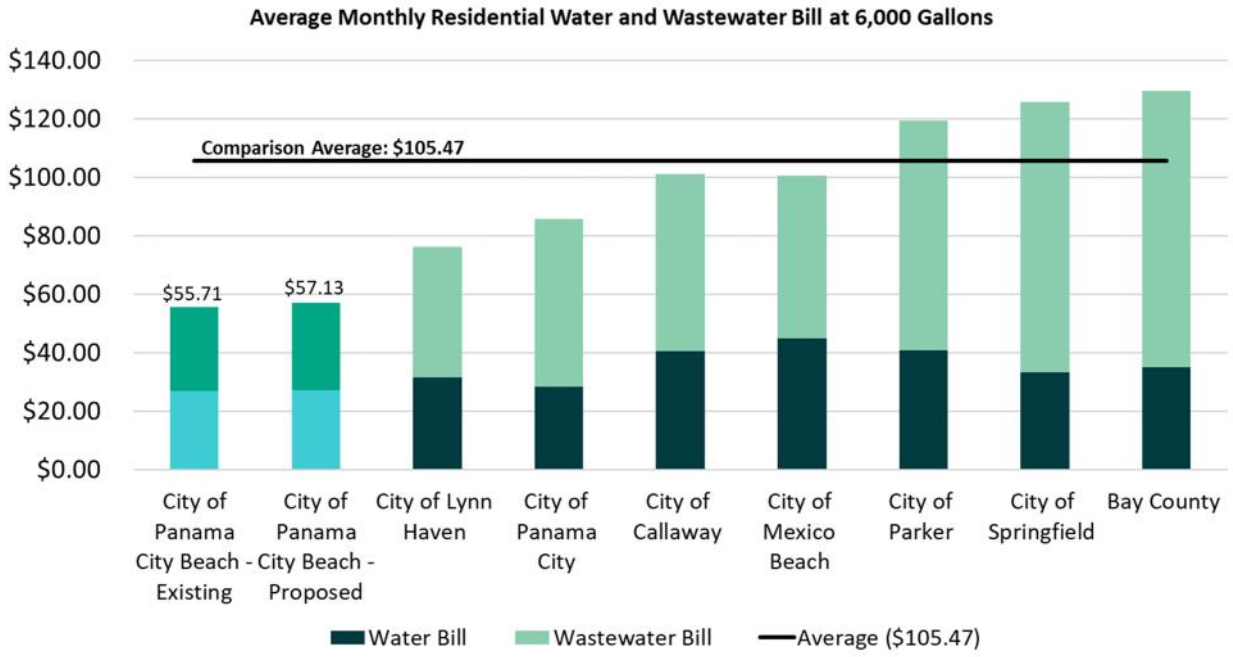
Based on the proposed annual water and wastewater rate increases outlined in this study, Tables 13 through 15 provide the proposed rates for the City's service areas.

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.

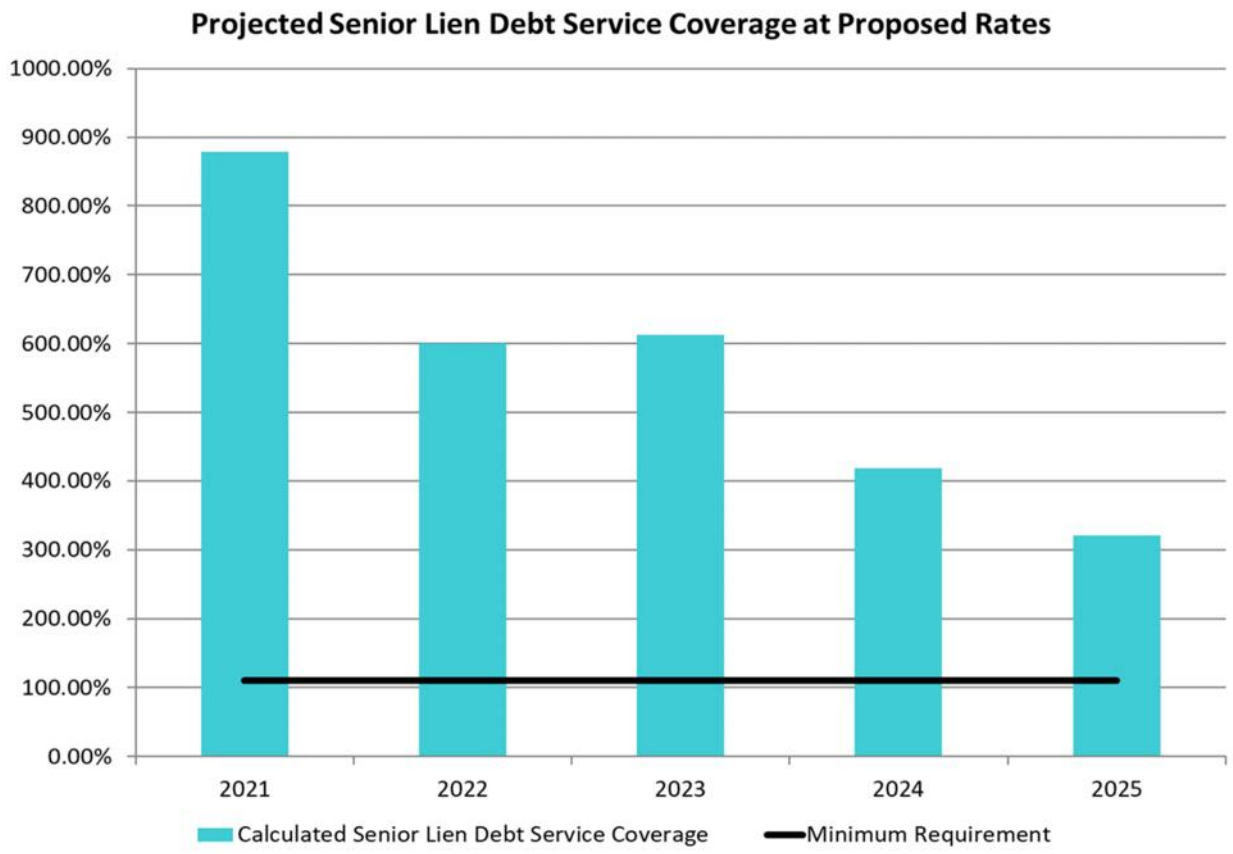
For the utilities included in the rate comparisons on Tables 16 through 18 at the end of this report, no analysis has been made of the above-mentioned factors, as they related to the reported water and wastewater rates currently being charged. A comparison was prepared for customers that use approximately 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:

(Remainder of page intentionally left blank)



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.

(Remainder of page intentionally left blank)

CITY OF PANAMA CITY BEACH, FLORIDA

WATER AND WASTEWATER RATE SUFFICIENCY REVIEW

LIST OF TABLES

Table No.	Description
1	Development of Projected Water Revenue Requirements
2	Development of Projected Wastewater Revenue Requirements
3	Development of Projected Water and Wastewater Revenue Requirements
4	Allocation of Utility Operating Expenses to Individual Systems
5	Projected Water Operating Expenses
6	Projected Wastewater Operating Expenses
7	Projected Operating Expense Escalation Factors
8	Projected Debt Service Payments
9	Projected Fund Balances and Interest Income for the Utility System
10	Projected Capital Improvement Plan Funding
11	Projected Water and Wastewater Rate Revenues
12	Projected Water and Wastewater Miscellaneous Revenues
13	Existing and Proposed Water and Wastewater Rates – City Service Area
14	Existing and Proposed Water and Wastewater Rates – Former Grand Lagoon Service Area
15	Existing and Proposed Water and Wastewater Rates – Former Bayside Service Area
16	Comparison of Typical Monthly Residential Bills for Water Service
17	Comparison of Typical Monthly Residential Bills for Wastewater Service
18	Comparison of Typical Monthly Residential Bills for Combined Water and Wastewater Service
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.

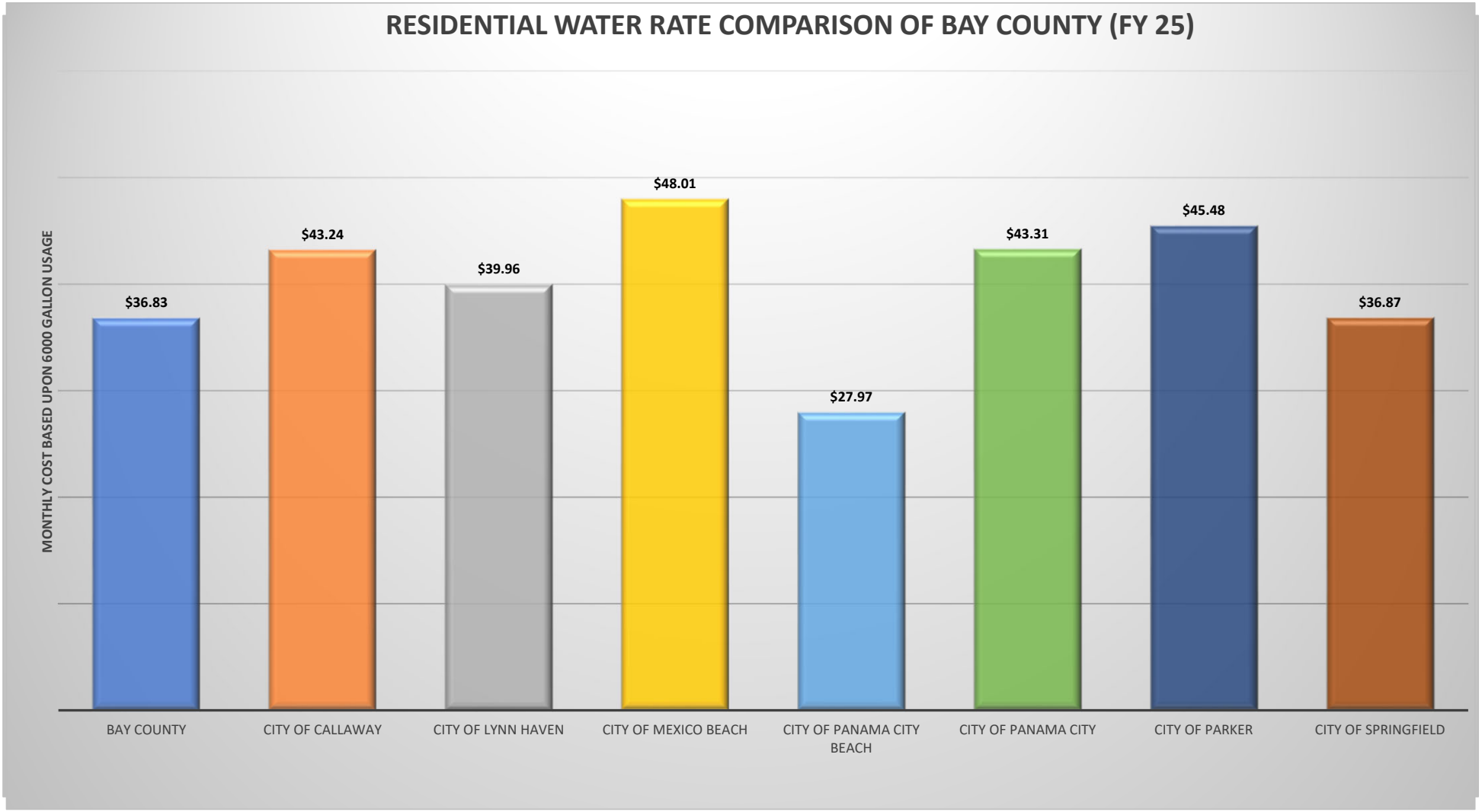
[3] Amounts shown reflect anticipated interest earnings on unrestricted fund balances (e.g., Operating Account, Renewal and Replacement Fund) which are available to fund expenditure requirements of the System. Amounts shown do not include monies earned in the Impact Fee Fund or Construction Fund which are for purposes of this analysis restricted to such funds. Amounts shown derived from Table 8 at the end of this Report.

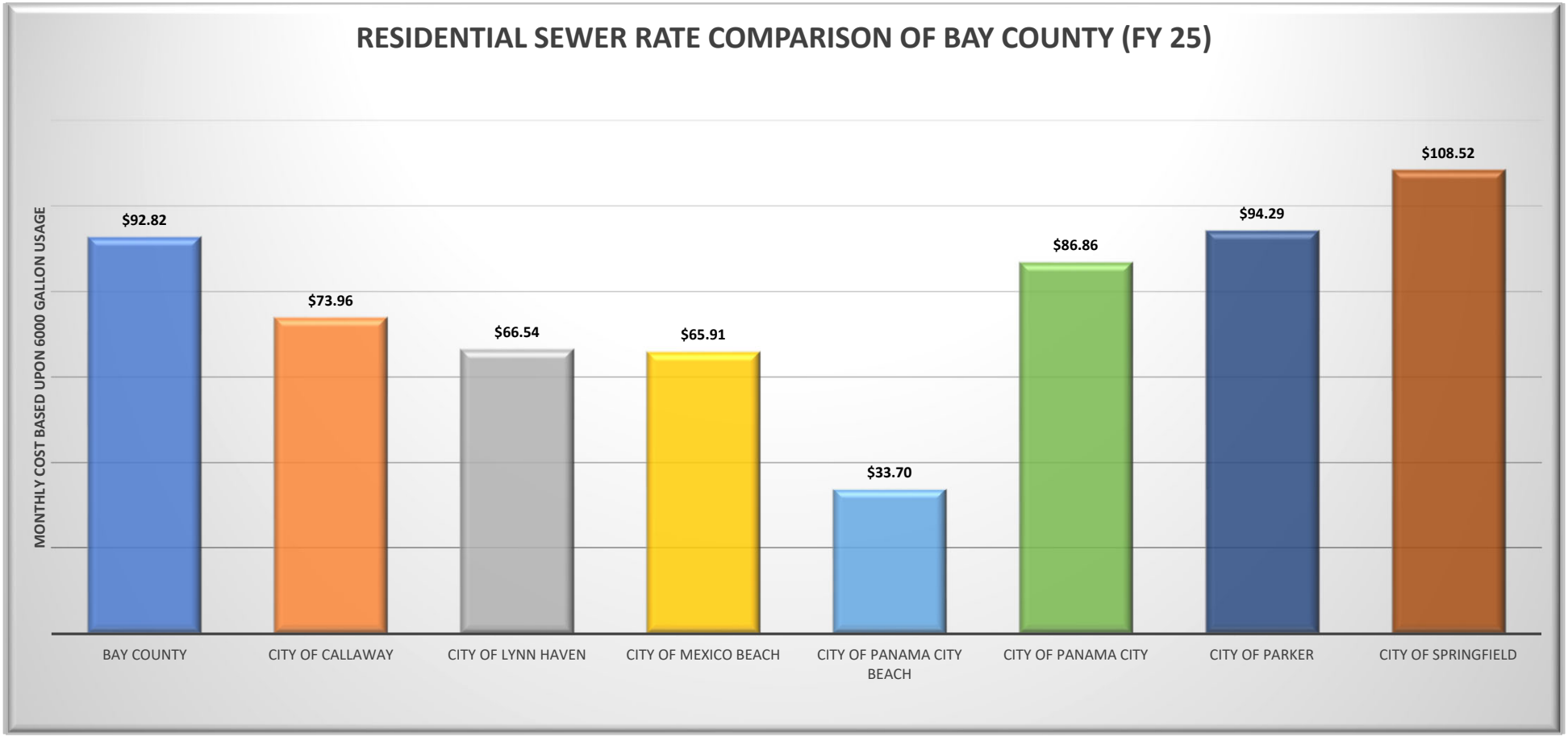
[4] Amounts shown do not include depreciation or amortization expenses which for purposes of this analysis are not considered as an Operating Expense of the water and wastewater system pursuant to the Bond Resolution. Refer to details of Operating Expenses on Tables 5 and 6 for the water and wastewater systems, respectively.

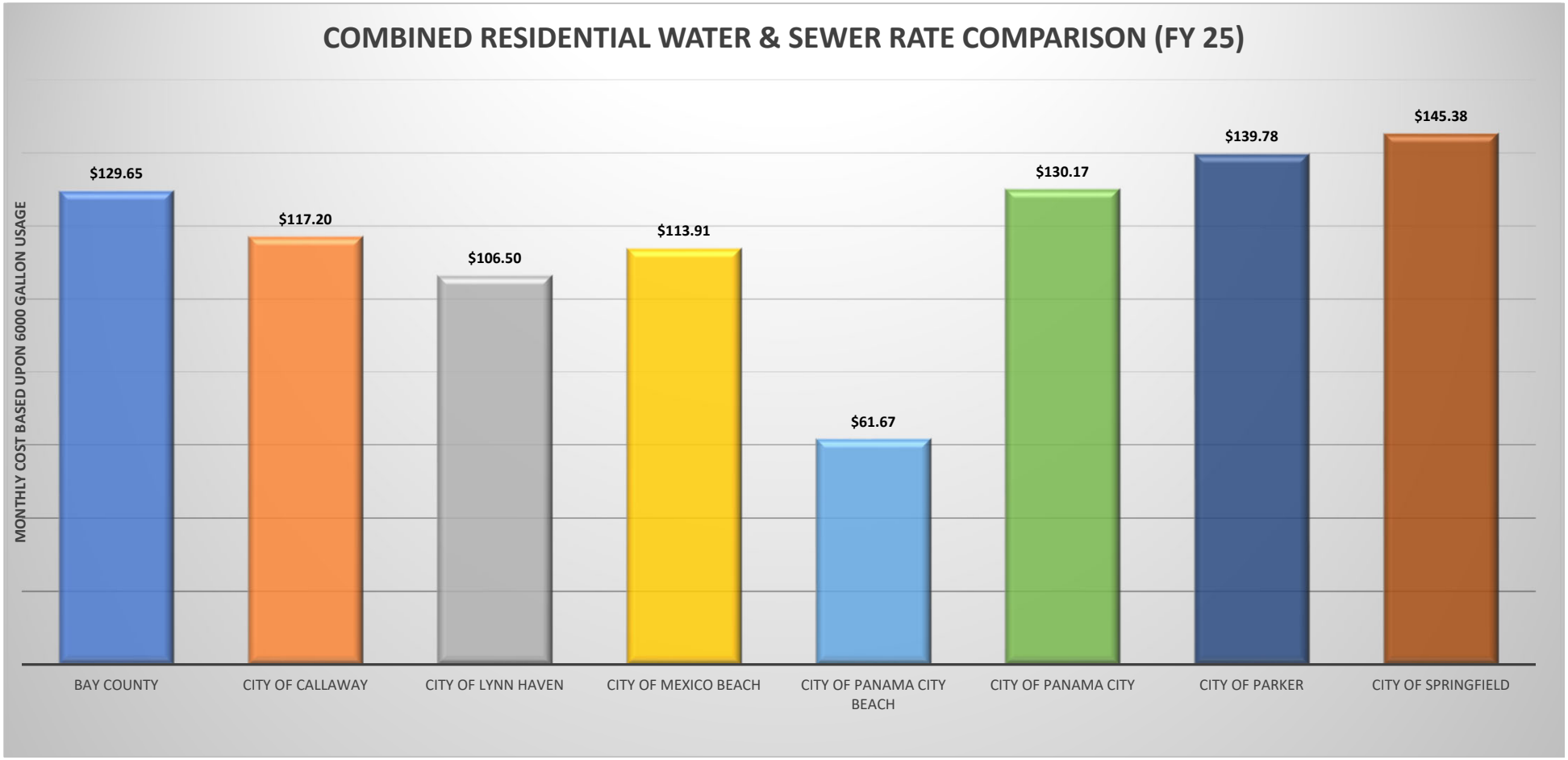
[5] Amounts reflect projections of Utility Service Taxes levied by the City. These taxes are levied by the City on purchases of electricity, metered or bottled propane gas supplies, and local telephone services provided within the City limits and which are reflected as a pledged revenue for debt service 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

Column

AFFIDAVIT OF PUBLICATION

Column Software, PBC
331 NW 26th St, Suite 304
Miami, FL, 33127

Before the undersigned authority personally appeared Rachel Cozart, 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 1653 Second Reading, was published on the publicly accessible website of FL, hosted by Column Software, PBC on

Oct 4, 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: H1EqqsI5lDwAYLa2VV2I
Publication Fee: $0.00

Rachel Cozart

Agent

VERIFICATION

State of Florida
County of Charlotte

RACHAEL MARY SCHULTZ
Notary Public - State of Florida
Commission # HH135673
Expires on May 27, 2025

Signed or attested before me on this: 10/07/2024

Rachael Mary Schultz

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 **9 A.M on Thursday, October 24, 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. 1653

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, ESTABLISHINGTHEWATER, 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 NOVEMBER 1, 2024.

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:	***2. MEETING DATE:***
Erica McKenzie, Building & Planning	October 24, 2024

3. REQUESTED MOTION/ACTION:

Hold a public hearing and consider and adopt Ordinance No. 1654 at second reading.

4. AGENDA:

REGULAR AGENDA, DISCUSSION / ACTION ITEMS

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

Detailed Budget Amendment Attached: N/A
Is Business Impact Statement Attached: Yes

6. IDENTIFY STRATEGIC PRIORITY:
Public Safety
Quality of Life
N/A

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.

The Planning Board unanimously recommended approval of Ordinance No.1654 by a vote of 6 to 0 at their October 9, 2024, meeting.

Staff recommends approval.

Ord No. 1654 Flood Management.pdf
Ord 1654.Flood.Business Impact Estimate.pdf
Notice Ord 1654 2nd Reading.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):

Column

AFFIDAVIT OF PUBLICATION

Column Software, PBC
331 NW 26th St, Suite 304
Miami, FL, 33127

Before the undersigned authority personally appeared Rachel Cozart, 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 2nd Reading Ord 1654, was published on the publicly accessible website of FL, hosted by Column Software, PBC on

Oct 4, 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: KEhPUc8ukFRycOBjTAch
Publication Fee: $0.00

Rachel Cozart

Agent

VERIFICATION

State of Florida
County of Charlotte

RACHAEL MARY SCHULTZ
Notary Public - State of Florida
Commission # HH135673
Expires on May 27, 2025

Signed or attested before me on this: 10/07/2024

Rachael Mary Schultz

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 **9 A.M on THURSDAY, October 24th, 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. 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 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:	***2. MEETING DATE:***
Mark Shaeffer, Utilities	October 24, 2024

3. REQUESTED MOTION/ACTION:

Staff recommends approval of Resolution No. 25-10 authorizing the City to negotiate a contract with Core & Main for the implementation of advanced metering infrastructure, necessary meter replacement/modifications, software licensure, and follow-up support services for a 5-year period in an amount not to exceed $8,697,999.62 and return that negotiated contract to the City Council for approval.

4. AGENDA:

REGULAR AGENDA, DISCUSSION / ACTION ITEMS

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

Detailed Budget Amendment Attached: N/A
Is Business Impact Statement Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:
Financial Health
Transportation
N/A

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

Utilities internationally have been rapidly moving away from manual reading of water and reclaimed water meters to remote reading via radio or cellular signal. Innovations in both communications and water meter sophistication have resulted in the ability to provide massive amounts of data instantly rather than waiting for the next manual reading cycle. For approximately the preceding fifteen (15) years, the City has been purchasing "smart" meters for our potable water and reclaimed water meters. These "smart" meters collect and store data in memory inside the unit as a standard feature. Advanced Metering Infrastructure (AMI) utilizes a limited number of collectors that query each meter, download water use data, and transmit the data via cellular signal to a host server in typically less than two minutes. As a result, nearly real-time data is available providing huge opportunities for both the utilities providers and their customers. This will benefit the City by providing immediate reads of water use for expedited billing, customer account close-out, maintenance alerts, and more.

Customers also benefit by allowing them to monitor their water use as frequently as desired, set up alerts to determine if they are using more water than budgeted, and receive data which may be indicative of leak monitoring potentially mitigating loss of water and costly damages from leaks.

From a practical standpoint, radio reading of meters saves manpower, curtails transportation costs by reducing the number of City vehicles on the roads, and improves personnel safety. Currently, the City spends an estimated $309,000 annually in labor, transportation, and materials

costs to read our meters every two months. Implementation of AMI will not entirely eliminate this cost as some meters will still require manual reading and troubleshooting. A radio path study performed by the proposed contractor indicates approximately 99.91% of our meters (all but an estimated 22 meters) will be able to be read by remote radio signal so the reduction in reading costs is estimated to be over 90%. These remaining meters can be read via drive-by unit. Should a disaster damage the tower-mounted data collectors rendering remote read inoperable, the proposed system will have a vehicle-mounted radio read system to collect data by driving by the meters without stopping. This would still be a faster data collection means than the current manual touch read system.

City Staff prepared a request for proposals (RFP24-36) AMI implementation services which was advertised on August 16, 2024. Although several expressions of interest and questions were received, only one bid was submitted by Core & Main who is the regional representative/distributor of Sensus meters which are the predominant brand currently used by the City. Core & Main proposes implementation of Sensus' FlexNet AMI system which is designed to integrate with their meters and those of other manufacturers. Their proposal was reviewed by a committee of City Staff from the utilities billing, finance, and IT departments and scored in accordance with the criteria included in the RFP. A copy of the scoring summary is included in the agenda packet. As shown, the award criteria includes staffing, technical performance, support, warranty, and implementation cost.

The bid form for this project includes costs for both AMI implementation and for estimated quantities of new meters and meter components. It also includes unit pricing for dual and single endpoints (meter communication devices) to establish any savings available by connecting two meters that are side by side to a single endpoint. Since contractor installation personnel will access virtually every meter in our system, additional unit pricing is provided for field verification of water service piping materials on both the customer and main side of the meter for our current lead water service line inventory required by the Florida Department of Environmental Protection. Costs for contracting this service versus performance by City forces will be evaluated for potential savings.

To determine the competitiveness of the single bid received, a comparison was made with a FY22 AMI implementation program from the City of Fort Walton Beach (RFP 22-010) which was used in development of the Scope of Services portion of our bid documents. Their RFP received six proposals and ultimately Core & Main was selected. Comparing just the initial AMI implementation costs of endpoint provision, software, and data collection costs, Fort Walton Beach's implementation cost was $1,790,723.29 or $180.88 per meter. Initial AMI implementation costs in Core & Main's proposal to the City total $5,941,806.70 or $180.03 per meter, slightly less than that of Fort Walton Beach per unit. Annual recurring costs for software hosting for Fort Walton Beach's bid totaled $251,846.16 for the first five years or $24.69 per meter. Bids for these corresponding costs for our RFP total $855,085.80 or $25.91 per meter for the first five years which are comparable to Fort Walton Beach's bid. Although the City only received one bid, by virtue of the comparison to Fort Walton Beach's selection and costs, this bid appears to reflect current market pricing.

Implementation of this Project will occur over a multi-year time frame. The water and wastewater budgets for FY 2025 include $2,100,000.00 for AMI implementation which Staff believes is adequate to cover the initial cost associated with implementation. Additional funding is budgeted in FY 2026 and FY 2027 which will be adjusted as needed as the Project progresses.

Staff recommends approval. If approved, the staff will negotiate the Contract with Core & Main and to return that negotiated contract to the City Council for approval.

Res 25-10.Core and Main.Advanced Metering Infrastructure AMI.pdf
PCB 24-36.Overall Final Evaluation Scoring Sheet.pdf
PCB24-36 Bid Opening Tab.pdf
Core.Main Bid Form.PDF

RESOLUTION NO. 25-10

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING THE CITY TO NEGOTIATE A CONTRACT WITH CORE & MAIN, LP FOR INSTALLATION AND IMPLEMENTATION OF ADVANCED METERING INFRASTRUCTURE FOR WATER AND RECLAIMED WATER METERS IN THE CITY'S UTILITIES FRANCHISE AREA FOR A 5 YEAR PERIOD NOT TO EXCEED THE AMOUNT OF $8,697,999.62.

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 negotiate a Contract with Core & Main, LP., for the purchase of installation services and implementation of advanced metering infrastructure for water and reclaimed water meters for a 5-year period not to exceed the amount of Eight Million Six Hundred Ninety-Seven Thousand Nine Hundred and Ninety-Nine Dollars and Sixty-Two Cents ($8,697,999.62) and to return the negotiated Contract to the City Council for approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this _____ day of October, 2024.

CITY OF PANAMA CITY BEACH, FL

By:_____
Stuart Tettemer, Mayor

ATTEST:

_____
Lynne Fasone, MMC, City Clerk

PCB24-36

AMI Implementation Service - Final Cumulative Committee Scoring

Per the RFP, scoring for each responding firm was determined using the assigned points for each of the referenced criteria elements:

Criteria Element	Core & Main		
	Average Score	Total Possible Points	Points Scored
I. Proposer's Vendor History and Implementation Plan	3.95	15	11.85
II. Proposed AMI System's Endpoint Functionality and Reliability	3.70	10	7.40
III. Proposed AMI System's Data Collector Performance	3.98	10	7.95
IV. Proposed AMI System Software and User Interface	4.10	15	12.30
V. Proposed AMI System's Server Hardware and Customer Portal	4.25	10	8.50
VI. Proposers Training, Service, Support and Warranty	3.85	10	7.70
II. Cost Analysis - A/B x C = D	NA	30	30.00
	TOTAL	100	85.70

Scoring Legend	
Superior:	4.1 - 5
Excellent:	3.1 - 4
Good:	2.1 - 3
Fair:	1.1 - 2
Poor:	0 - 1

Purchasing Completes for scoring for the price element

CITY OF PANAMA CITY BEACH
17007 Panama City Beach Parkway, Panama City Beach, Florida 32413

PCB24-36 - RFP - AMI Implementation Services
Wednesday, September 25, 2024
11:00AM

Bid tabulation is preliminary - bids are still reviewed for responsibility and are not finalized until awarded by City Council.

	CONTRACTOR/VENDOR	DATE/TIME BID RECEIVED	PAPER or DEMANDSTAR	SUBMITTAL RESPONSE	PROPOSAL PRICING FORM	BONDS: Bid, Performance & Payment	CONFLICT OF INTEREST	DRUG FREE WORKPLACE	E-VERIFY	NON-COLLUSION	PUBLIC ENTITY CRIMES	COERCION FOR LABOR	INSURANCE REQUIREMENT	PROPOSERS CERTIFICATION	W9	RESPONSIVE BID - Minimum Requirements Provided
1	Core & Main	09/25/24 @ 8:00AM	DemandStar	X	X	X	X	X	X	X	X	X	X	X	X	Yes
2																
3																
4																
5																
6																
7																
8																
9																
10																

Bid Opened at 11:00AM
Bid Opening Closed at 11:04AM

PROPOSAL PRICING FORM

Pricing shall be firm until award is made. Fees shall include such amounts for fully loaded labor costs, insurance, overhead, profit and any other in-house costs to provide the services as noted in this Solicitation. Pricing shall include sales or use taxes, if applicable

Item No.	Description	Unit	Quantity	Unit Price	Bid Amount
BASE BID					
AMI Retrofits and Meters					
1	Mobilization/Demobilization (Not to exceed 3% of the total base cost)	LS			$0.00
2	Bonds and Insurance (not to exceed 2% of the total base cost)	LS			$51,250
3	Hold Harmless	LS			$ 10.00
4	Furnish and Install AMI Endpoint Units for Retrofit - Single Point (1 meter per endpoint)	EA	33,000	$167.23	$5,518,590.00
5	Furnish and Install Replacement Register Sensus or Equivalent if Required for Retrofit for AMI Endpoint	EA	3,000	$71.30	$213,900.00
6	Furnish and Install AMI Equipped Water Meter Iperl or Equivalent				
	a) 5/8-inch	EA	30	$138.61	$4,158.30
	b) 3/4-inch	EA	2800	$138.61	$388,108.00
	c) 1-inch	EA	400	$209.32	$83,728.00
7	Furnish and Install AMI Equipped Water Meter Sensus C2 or Equivalent				
	a) 1-1/2 inch	EA	20	$1,623.60	$32,472.00
	b) 2-inch	EA	50	$1,811.10	$90,555.00
	c) 3-inch	EA	10	$2,723.45	$27,234.50
	d) 4-inch	EA	10	$4256.40	$42,564.00
	e) 6-inch	EA	10	$7,682.90	$76,829.00

Item No.	Description	Unit	Quantity	Unit Price	Bid Amount
BASE BID (cont'd)					
AMI Retrofits and Meters					
8	Furnish and Install AMI Equipped Water Meter Sensus T2 or Equivalent				
	a) 1-1/2 inch	EA	10	$1,247.35	$12,473.50
	b) 2-inch	EA	10	$1,417.35	$14,173.50
	c) 3-inch	EA	10	$2,183.23	$21,832.30
	d) 4-inch	EA	10	$3,573.95	$35,739.50
	e) 6-inch	EA	10	$6,675.54	$66,755.40
9	Furnish and Install AMI Equipped Water Meter Sensus F2 or Equivalent				
	a) 4 inch	EA	10	$7,970.08	$79,700.80
	b) 6-inch	EA	4	$11,418.77	$45,675.08
	c) 8-inch	EA	2	$17,909.12	$35,818.24
10	Replace existing lid with pre-drilled poly type (meter box remaining)	EA	3000	$15.87	$47,610.00
11	Replace existing meter box and lid with pre-drilled poly type	EA	3000	$109.38	$328,140.00
12	Replace existing meter box and lid with H-20 rated composite box	EA	1000	$253.38	$253,380.00

Item No.	Description	Unit	Quantity	Unit Price	Bid Amount
BASE BID (cont'd)					
Network Equipment					
13	Network Data Collectors				
	a) Billing Cycle 1	LS	4 (Total for all)		$240,222.50
	b) Billing Cycle 2	LS			$
	c) Billing Cycle 3	LS			$
	d) Billing Cycle 4	LS			$
	e) Billing Cycle 5	LS			$
	f) Billing Cycle 6	LS			$
	g) Billing Cycle 7	LS			$
	h) Billing Cycle 8	LS			$
	i) Billing Cycle 9	LS			$
14	Antennas				
	a) Billing Cycle 1	LS			$
	b) Billing Cycle 2	LS			$
	c) Billing Cycle 3	LS			$
	d) Billing Cycle 4	LS			$
	e) Billing Cycle 5	LS			$
	f) Billing Cycle 6	LS			$
	g) Billing Cycle 7	LS			$
	h) Billing Cycle 8	LS			$
	i) Billing Cycle 9	LS			$

Item No.	Description	Unit	Quantity	Unit Price	Bid Amount
BASE BID (cont'd)					
Network Equipment (cont'd)					
15	Repeaters				
	a) Billing Cycle 1	LS			$
	b) Billing Cycle 2	LS			$
	c) Billing Cycle 3	LS			$
	d) Billing Cycle 4	LS			$
	e) Billing Cycle 5	LS			$
	f) Billing Cycle 6	LS			$
	g) Billing Cycle 7	LS			$
	h) Billing Cycle 8	LS			$
	i) Billing Cycle 9	LS			$
16	Backhaul Network				
	a) Billing Cycle 1	LS	4 (Total for all)		$4,343.89
	b) Billing Cycle 2	LS			$
	c) Billing Cycle 3	LS			$
	d) Billing Cycle 4	LS			$
	e) Billing Cycle 5	LS			$
	f) Billing Cycle 6	LS			$
	g) Billing Cycle 7	LS			$
	h) Billing Cycle 8	LS			$
	i) Billing Cycle 9	LS			$

Item No.	Description	Unit	Quantity	Unit Price	Bid Amount
BASE BID (cont'd)					
Host Server Hardware & Software					
17	Host Server Hardware	LS	1		$
18	Host Software	LS	1	$117,390.31	$117,390.31
19	Other fees of Licenses – List separately **(Training)**	LS	1	$10,000	$10,000
Annual Maintenance					
20	Application Software License (including all software and firmware updates)	5	YEAR	$602,226.09	$602,226.09
21	Hosting fees (per year)	5	YEAR	$	$
Project Management/Support & Maintenance					
22	Project Management Services and Company Support and Maintenance – Year 1	1	LS	$110,000	$110,000
23	Project Management Services and Company Support and Maintenance – Year 2	1	LS	$117,854.36	$117,854.36
24	Project Management Services and Company Support and Maintenance – Year 3	1	LS	$8,089.99	$8,089.99
25	Project Management Services and Company Support and Maintenance – Year 4	1	LS	$8,332.69	$8,332.69
26	Project Management Services and Company Support and Maintenance – Year 5	1	LS	$8,582.67	$8,582.67
TOTAL COST for Turn-key AMI System for CYCLES 1-9			$8,697,999.62		

Item No.	Description	Unit	Quantity	Unit Price	Bid Amount
ALTERNATE BID UNIT PRICES					
AMI Retrofits and Meters					
1	Furnish and Install AMI Endpoint Units for Retrofit - Combination Dual (2 meters per endpoint) and Single Point (1 meter per endpoint)				
	a)Single Endpoint	EA	13,000	$167.23	$2,173,990.00
	b)Dual Endpoint	EA	10,000	$ 269.75	$2,697,500.00

Item No.	Description	Unit	Quantity	Unit Price	Bid Amount
ADDITIONAL UNIT PRICE WORK					
AMI Retrofits and Meters					
1	Expose and Identify Service Piping Material at Two Points Two Feet Outside the Meter Box Customer and Mainside of Meter	EA	5,000	$84.85	$424,250.00

BIDDER:

Core & Main LP
Name of Business

John Wood
Name of Bidder

2606 Airport Rd., Panama City, FL 32405
Address

850-393-9158
Phone Number

john.wood@coreandmain.com
Email Address

John Wood
Signature of Authorized Representative

9/23/2024
Date

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:	***2. MEETING DATE:***
Holly White, Administration	October 24, 2024

3. REQUESTED MOTION/ACTION:

Approve Resolution No. 25-11 which establishes a pilot spay/neuter voucher program.

4. AGENDA:

REGULAR AGENDA, DISCUSSION / ACTION ITEMS

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

Detailed Budget Amendment Attached: N/A
Is Business Impact Statement Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:
Quality of Life
Public Safety
Attractive Community

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

During the budget workshop held on August 6, 2024, the City Council approved funding up to $40,000.00 in FY 2025 for a spay/neuter voucher program and directed Staff to develop program specifics for Council consideration. The spay/neuter program aims to reduce the population of stray or unwanted cats in the Panama City Beach Community by providing financial assistance to City residents for spaying and neutering cats. The program is designed to promote responsible pet ownership and improve the health and wellbeing of stray cats.

The program is being offered in partnership with Operation Spay Bay. City residents must complete an application and bring it to the Public Services Building along with proof of residency in the form of a Government-Issued ID with photo. Each resident is eligible to receive a maximum of five (5) vouchers which must be used by September 30, 2025. Each voucher covers up to $40.00 of the spay/neuter procedure at Operation Spay Bay. Operation Spay Bay will honor the City's vouchers when presented and on a monthly basis will submit them to the City for reimbursement. The current year funding of $40,000.00 will allow up to 1,000 vouchers to be issued to City residents. Participation in this program is "first come, first served". Once the funds allocated for this program are depleted, the program will be placed on hold until additional funds are made available.

Staff recommends approval.

Res 25-11.Establishing Spay Neuter Voucher Program.pdf
Spay Neuter Voucher Program.pdf

RESOLUTION NO. 25-11

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, ESTABLISHING A FELINE SPAY/NEUTER VOUCHER PILOT PROGRAM.

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

1. Subject to limits set forth in the City's fiscal year 2024-2025 budget, the City Manager is hereby authorized to implement a Feline Spay/Neuter Voucher Pilot Program as more fully described in the policy **attached** as Exhibit A with such changes, insertions or omissions as may be approved by the City Manager.

2. This pilot program will automatically terminate on September 30, 2025, unless affirmatively extended or earlier terminated by Resolution of the City Council of the City of Panama City Beach.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this _____ day of October 2024.

CITY OF PANAMA CITY BEACH, FL

By:_____
Stuart Tettemer, Mayor

ATTEST:

_____
Lynne Fasone, MMC, City Clerk

City of Panama City Beach
Spay / Neuter Voucher Program Policy

Policy Overview: The spay/neuter voucher program aims to reduce the population of stray or unwanted cats in the Panama City Beach Community by providing residents of the City with financial assistance for spaying and neutering cats. This program is designed to promote responsible pet ownership and improve the health and wellbeing of stray animals.

1. **Eligibility Requirements:** To receive a voucher, applicants must provide proof of residency by presentment of a valid government issued ID bearing a residential address within the jurisdictional limits of the City of Panama City Beach.
2. **Covered Animals and Services:** Each voucher shall be used to contribute forty ($40) dollars towards the following eligible animals and services.
    a. **Eligible Animals.** Any domestic cat owned and cared for by a resident of the City of Panama City Beach or any stray cat found and obtained within the City limits. For the purposes of this section "stray cat" means any cat located on vacant or unoccupied property which the applicant believes to be without a domestic home, and which otherwise lacks any readily identifiable evidence of human ownership. Any cat which is not a stray cat shall be deemed a domestic cat.
    b. **For Domestic cats:** Spay or neuter service for one (1) cat.
        i. All domestics cats must have a current rabies vaccination at the time service. Applicant must provide the cat's rabies certificate at the time of service.
        ii. Domestic cats without proof of rabies vaccination shall be provided vaccination for an additional charge in the discretion of the provider.
    c. **For Stray Cats**: Spay or neuter service, rabies vaccination, and ear tip clip for one (1) cat.
3. **Program Limitations.**
    a. Each City resident may receive a maximum of up to five (5) vouchers.
    b. Issuance of any voucher shall be subject to the program's available funds as approved by the City Council.
    c. Vouchers are only valid at Operation Spay Bay. The City reserves the right to approve additional service providers.
    d. All vouchers expire on September 30, 2025.
    e. Vouchers have no cash value.
4. **Application Process.**
    a. Obtain and return a completed application at Panama City Beach Public Services Building, located at 116 S. Arnold Road, Panama City Beach, FL, 32413.
    b. Provide proof of residency with Government-Issued ID with photo.
    c. Subject to availability, the City will provide you with a prenumbered voucher.
    d. Make an appointment with Operation Spay Bay.
    e. Bring the voucher and proof of rabies vaccination to your Operation Spay Bay appointment. Your cat must be in a carrier; if you are bringing multiple cats, each must be in its own carrier. Do not place more than one cat in a single carrier.

2024-25

VOUCHER # _____

Date of Issuance: _____

Issued by: _____

City of Panama City Beach
Spay / Neuter Voucher Program

Name of Owner: _____

Physical Address: _____ City: _____ Zip: _____

Phone: _____ Email: _____

Name of Cat: _____

(if stray or community cat please specify)

☐ Male ☐ Female

Don't forget to bring your rabies certificate.

This voucher is valued at $40 and can be credited toward the spay/neuter procedure of a domestic cat at Operation Spay Bay. For stray cats, this includes spay or neuter, rabies vaccination, and ear tip clip. As required by law, all domestic cats must have their rabies vaccination. Domestic cat owners must provide a valid rabies vaccination certificate at the time of appointment. If proof of rabies is not provided at the time of a domestic cat appointment, staff will administer the vaccination at the time of the spay or neuter for an additional $17. All cats must be brought to Operation Spay Bay in individual carriers or traps.

This voucher is redeemable through September 30, 2025.

All additional veterinary services administered at the time of spay or neuter appointment must be paid by the owner of the pet at the time services are rendered or in accordance with the terms of Operation Spay Bay. Each voucher is valid for one cat, for a maximum of 5 cats per individual, per fiscal year, or until the allotted funding is expended.

To book an appointment with Operation Spay Bay call 850-215-1022 or visit spaybay.com.

Operation Spay Bay is located at 3520 15th St, Panama City, FL 32404.

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:	***2. MEETING DATE:***
Keith Meyerl, Parks & Recreation	October 24, 2024

3. REQUESTED MOTION/ACTION:

Approve an agreement with Beaches Construction Company in the amount of $585,622.00 for the construction of the Miracle League Pavilion & Restroom Project and authorize a budget amendment to appropriate an additional $246,000.00 from unrestricted reserves to fund the difference between the bid amount and the amount included in the FY 2025 budget.

4. AGENDA:

REGULAR AGENDA, DISCUSSION / ACTION ITEMS

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: No

Detailed Budget Amendment Attached: Yes
Is Business Impact Statement Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:
Quality of Life
Attractive Community
N/A

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

The City Council approved a task order with DAG Architects for the design of the Miracle League Pavilion & Restroom Project on January 11, 2024. The project is a combined pavilion-restroom facility and is integral to the users of the southwestern area of Frank Brown Park. The Project is located to serve the Miracle League Field and the users of the new Skate Park to be constructed in the spring\summer of 2025. Additionally, the new pavilion structure will provide an area for opening day and end-of-season Miracle League ceremonies as well as meet the space demand for birthday parties, large picnics, and other gatherings.

The project was bid out in September 2024. The project received two bids, both of which were deemed to be responsive. Staff recommends that the Project be awarded to the low bidder, B-1 Management Group LLC d/b/a Beaches Construction Company, at a cost of $585,622.00. The initial project budget was $340,000.00 for construction; therefore, a budget amendment for the remainder of the Project cost of approximately $246,000.00 is necessary for the contract to be executed. These funds will be appropriated from unrestricted reserves since all of the ARPA funding allocated to parks and recreation has been allocated elsewhere in the FY 2025 budget.

Res 25-12.Beaches Construction Co.Miracle League Pavilion.Restroom Agreement.pdf
Exh A.Beaches Construction Agreement Contractor Signed.pdf
Exh B.FY 2025 BA #2.pdf
PCB24-33 Bid Tabulation.pdf
A-201.MIRACLE LEAGUE PAVILION EXTERIOR ELEVATIONS.pdf
A-202.MIRACLE LEAGUE PAVILION EXTERIOR ELEVATIONS.pdf

RESOLUTION NO. 25-12

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH B-1 MANAGEMENT GROUP LLC D/B/A BEACHES CONSTRUCTION COMPANY FOR THE CONSTRUCTION OF THE MIRACLE LEAGUE PAVILION & RESTROOM PROJECT AT FRANK BROWN PARK IN THE TOTAL AMOUNT OF $585,622.00; AND AUTHORIZING A BUDGET AMENDMENT.

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 execute on behalf of the City that certain Agreement between the City and B-1 Management Group LLC d/b/a Beaches Construction Company for the construction of the Miracle League Pavilion & Restroom Project at Frank Brown Park in the total amount of Five Hundred Eighty-Five Thousand Six Hundred Twenty-Two Dollars and No Cents ($585,622.00) 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.

2. The following budget amendment #2 is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2024, and ending September 30, 2025, as shown in and accordance with the **attached** and incorporated Exhibit B.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this _____ day of October, 2024.

CITY OF PANAMA CITY BEACH, FL

By:_____
Stuart Tettemer, Mayor

ATTEST:

_____
Lynne Fasone, MMC, City Clerk

SECTION 00050
PCB24-33 ITB MIRACLE LEAGUE PAVILION & RESTROOM
AGREEMENT

THIS AGREEMENT is made this 15th day of October, 20__ by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called "OWNER") and B-1 Management Group LLC, doing business as a Beaches Construtlion (an individual), or (a partnership), or (a corporation), having a business address of 8416 Thomas Drive, Panama City Beach, FL (hereinafter called "CONTRACTOR") , for the performance of the Work (as that terms is defined below) in connection with the construction of **Miracle League Pavilion & Restroom** ("Project"), to be located at Frank Brown Park, Panama City Beach, Florida, in accordance with the Drawings and Specifications prepared by **DAG Architects**, the Engineer of Record (hereinafter called "Engineer") and all other Contract Documents hereafter specified.

OWNER and CONTRACTOR, for the consideration herein set forth, agree as follows:

1. The CONTRACTOR shall furnish, at its sole expense, all supervision, labor, equipment, tools, material, and supplies to properly and efficiently perform all of the work required under the Contract Documents and shall be solely responsible for the payment of all taxes, permits and license fees, labor fringe benefits, insurance and bond premiums, and all other expenses and costs required to complete such work in accordance with this Agreement (collectively the "Work"). CONTRACTOR'S employees and personnel shall be qualified and experienced to perform the portions of the Work to which they have been assigned. In performing the Work hereunder, CONTRACTOR shall be an independent contractor, maintaining control over

   and having sole responsibility for CONTRACTOR'S employees and other personnel. Neither CONTRACTOR, nor any of CONTRACTOR'S sub-contractors or sub-subcontractors, if any, nor any of their respective employees or personnel, shall be deemed servants, employees, or agents of OWNER.

2. The CONTRACTOR will commence the Work required by the Contract Documents within ten (10) calendar days after the date of the NOTICE TO PROCEED to be issued by OWNER in writing within thirty (30) calendar days from the date of this

Agreement and will achieve Substantial Completion of the Work within 180 days of the required commencement date, except to the extent the period for Substantial Completion is extended pursuant to the terms of the Contract Documents ("Contract Time"). Final Completion of the Work shall be achieved by CONTRACTOR within the time period set forth in Section 15.2 of Section 00100, General Conditions.

3. The CONTRACTOR agrees to pay the OWNER, as liquidated damages, the sum of $500 for each calendar day that expires after the Contract Time for Substantial Completion as more fully set forth in Section 15 of the General Conditions.

4. The CONTRACTOR agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of $585,622.00 as shown in the BID SCHEDULE, included within the Bid Proposal Form, as said amount may be hereafter adjusted pursuant to the terms of the Contract Documents ("Contract Price").

5. The term "Contract Documents" means and includes the following documents, all of which are incorporated into this Agreement by this reference:

Section 00010 ADVERTISEMENT FOR BIDS
Section 00020 INFORMATION FOR BIDDERS
Section 00030 BID PROPOSAL FORM
Section 00040 BID BOND
Section 00050 AGREEMENT
Section 00060 PERFORMANCE BOND
Section 00070 PAYMENT BOND
Section 00080 NOTICE OF AWARD
Section 00090 NOTICE TO PROCEED
Section 00091 CERTIFICATE OF SUBSTANTIAL COMPLETION
Section 00092 CONTRACTOR/SUB-CONTRACTOR/VENDOR WARRANTY FORM
Section 00093 CONFLICT OF INTEREST STATEMENT
Section 00094 CONTRACTOR E-VERIFY FORM

Section 00095 STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS

Section 00096 TRENCH SAFETY ACT CERTIFICATE OF COMPLIANCE

Section 00097 PUBLIC ENTITY CRIMES STATEMENT

Section 00098 NON-COLLUSION AFFIDAVIT

Section 00099 CERTIFICATE OF INSURANCE

Section 00100 GENERAL CONDITIONS

Section 00800 SUPPLEMENTAL CONDITIONS

Section 00801 SUBMISSION OF WORK SCHEDULE

Section 00802 PREVENTION, CONTROL AND ABATEMENT OF EROSION CONTROL

Section 00808 SALES TAX EXEMPTION ADDENDUM

Section 01046 SPECIAL PROVISIONS

Section 01065 PERMITS AND FEES

Section 01100 SPECIAL PROJECT PROCEDURES

Section 01110 ENVIRONMENTAL PROTECTION

Section 01300 SUBMITTALS

Section 01380 CONSTRUCTION PHOTOGRAPHS

Section 01410 TESTING AND TESTING LABORATORY SERVICES

Section 01505 MOBILIZATION/DEMOBILIZATION

Section 01585 UTILITY COORDINATION AND CONSTRUCTION

Section 01705 PROJECT CLOSEOUT

Section 02110 SITE CLEARING

Section 02200 EARTHWORK

Section 02210 GRASSING

Section 02211 SODDING

Section 02222 TRENCHING, BACKFILLING, AND COMPACTING

Section 02500 PAVING QUALITY CONTROL SYSTEM

Section 02505 UNDERGROUND UTILITY PROTECTION

Section 02510 GENERAL CONSTRUCTION REQUIREMENTS FOR ASPHALT PAVEMENT

Section 02512	STABILIZATION
Section 02516	LIMEROCK BASE COURSE
Section 02520	ASPHALT TESTING
Section 02960	RESTORATION
Section 03310	CONCRETE WORK
Section 05520	HANDRAILS AND RAILINGS
Section 05600	MISCELLANEOUS METALS
SECTION 15010	BASIC MECHANICAL REQUIREMENTS
SECTION 15051	MECHANICAL RELATED WORK
SECTION 15061	DUCTILE IRON PIPE AND FITTINGS
Section 15062	POLYVINYL CHLORIDE (PVC) PIPE AND FITTINGS
SECTION 15063	PVC ASTM D2241 PIPE
SECTION 15065	PIPE AND FITTINGS FOR WASTEWATER
SECTION 15070	HDPE PIPE
Section 15101	VALVES AND ACCESSORIES
Section 15110	DIRECTIONAL BORES
Section 20000	MINIMUM TECHNICAL STANDARDS CHECKLIST

Appendix A	CONTRACT CHANGE ORDER FORM
Appendix B	PAY REQUEST FORM
Appendix C	GEOTECHNICAL REPORT
Appendix D	ADDENDA (NOT INCLUDED UNTIL CONFORMED SET IS ISSUED AFTER PROJECT IS AWARDED)
Exhibit A	CONSTRUCTION PLANS

DRAWINGS prepared by DAG Architects Contract Plans and subcomponent sets and dated April 2024.

SPECIFICATIONS prepared or issued by DAG Architects including the above DRAWINGS date April 2024.

ADDENDA

No. 1, dated September 19, 20 24
No. 2, dated September 24, 20 24
No. ___, dated _____, 20
No. ___, dated _____, 20___

The Contract Documents also includes any written amendments to any of the above signed by the party to be bound by such amendment. The Contract Documents are sometimes referred to herein as the "Agreement". In the event of any inconsistency between terms of this Agreement and the terms of the incorporated documents, the terms of this Agreement shall prevail.

6. The OWNER will pay the Contract Price to the CONTRACTOR in the manner and at such times as set forth in Contract Documents. Payment for invoices will be made via ACH or Virtual Credit Card only.

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

8. This Agreement shall be governed by the laws of the State of Florida.

9. All notices required or made pursuant to this Agreement shall be in writing and, unless otherwise required by the express terms of this Agreement, may be given either (i) by mailing same by United States mail with proper postage affixed thereto, certified, return receipt requested, or (ii) by sending same by Federal Express, Express Mail, Airborne, Emery, Purolator or other expedited mail or package delivery, or (iii) by hand delivery to the appropriate address as herein provided. Notices to OWNER required hereunder shall be directed to the following address:

If to Owner:

City of Panama City Beach
17007 Panama City Beach Parkway
Panama City Beach, FL 32413
ATTENTION: Drew Whitman City Manager
Fax No.: (850) 233-5108

If to Contractor:

Beaches Construction Company
8416 Thomas Drive
Panama City Beach, FL 32408
ATTENTION: Bobby Trotter or Philip Bonabi (owner)

Fax No.:_____

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

10. CONTRACTOR recognizes that OWNER is exempt from sales tax and may wish to generate sales tax savings for the Project. Accordingly, to the extent directed by and without additional charge to OWNER, CONTRACTOR shall comply with and fully implement the sales tax savings program as more fully described in the Sales Tax Exemption Addendum. If required by OWNER, the Sales Tax Exemption Addendum shall be made a part of the Contract Documents, the form of which is set forth in Section 00808.

11. The failure of OWNER to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a continuing waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

12. Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by this Agreement.

13. Should any provision of the Agreement be determined by a court with jurisdiction to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

14. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural. The term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar

terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, unless stated otherwise. Additionally, the parties hereto acknowledge that they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.

15. For this Project, OWNER has designated a Project Representative to assist OWNER with respect to the administration of this Agreement. The Project Representative to be utilized by OWNER for this Project, shall be Chad Roeder, Construction Project Manager.

16. CONTRACTOR acknowledges and agrees that no interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the OWNER, PROJECT REPRESENTATIVE, or ENGINEER may be responsible, in whole or in part, shall relieve CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from OWNER. CONTRACTOR expressly acknowledges and agrees that it shall receive no damages for delay. CONTRACTOR's sole remedy, if any, against OWNER will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This section shall expressly apply to claims for early completion, as well as to claims based on late completion. Notwithstanding the foregoing, if the Work is delayed due to the fault or neglect of OWNER or anyone for whom OWNER is liable, and such delays have a cumulative total of more than 90 calendar days, CONTRACTOR may make a claim for its actual and direct delay damages accruing after said 90 calendar days as provided in Section 00805 Supplemental Conditions, Contract Claims and Changes. Except as expressly set forth in this section, in no event shall OWNER be liable to CONTRACTOR whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

17. INSURANCE - BASIC COVERAGES REQUIRED

The contractor shall at its expense procure and maintain in force during the Term the insurance on policies and with insurers acceptable to the City as required by the City's Insurance Requirements attached hereto as Section 00099 – Insurance Requirements. These insurance requirements shall not limit the liability of the contractor. The insurance coverages and limits required of contractor under this agreement are designed to meet the minimum requirements of owner and the owner does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities. The contractor alone shall be responsible to the sufficiency of its own insurance program.

Within thirty (30) days of the date of the Award, and thereafter upon the written request of the City, bidder shall furnish to the City such certificates of coverage and certified copies of policies pursuant to the City's insurance requirements. In order to satisfy this provision, the documentation required by this part must be sent to the following address: Attn: Julie Roeder, Risk Manager, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413. The contractor and the contractor's subcontractors and sub-subcontractors shall be solely responsible for all of their property, including but not limited to any materials, temporary facilities, equipment and vehicles, and for obtaining adequate and appropriate insurance covering any damage or loss to such property.

These insurance requirements shall not limit the liability of the CONTRACTOR. The insurance coverages and limits required of CONTRACTOR under this Agreement are designed to meet the minimum requirements of OWNER and the OWNER does not represent these types or amounts of insurance to be sufficient or adequate to protect the CONTRACTOR'S interests or liabilities. CONTRACTOR alone shall be responsible

for the sufficiency of its own insurance program.

The CONTRACTOR and the CONTRACTOR'S subcontractors and sub-subcontractors shall be solely responsible for all of their property, including but not limited to any materials, temporary facilities, equipment and vehicles, and for obtaining adequate and appropriate insurance covering any damage or loss to such property. The CONTRACTOR and the CONTRACTOR'S sub-contractors and sub-subcontractors expressly waive any claim against OWNER arising out of or relating to any damage or loss of such property, even if such damage or loss is due to the fault or neglect of the OWNER or anyone for whom the OWNER is responsible. The CONTRACTOR is obligated to include, or cause to be included, provisions similar to this paragraph in all of the CONTRACTOR'S subcontracts and its subcontractors' contracts with their sub-subcontractors.

The CONTRACTOR'S deductibles/self-insured retention's shall be disclosed to OWNER and are subject to OWNER'S approval. They may be reduced or eliminated at the option of OWNER. The CONTRACTOR is responsible for the amount of any deductible or self-insured retention. Any deductible or retention applicable to any claim or loss shall be the responsibility of CONTRACTOR and shall not be greater than $25,000, unless otherwise agreed to, in writing, by OWNER.

Insurance required of the CONTRACTOR or any other insurance of the CONTRACTOR shall be considered primary, and insurance of OWNER shall be considered excess, as may be applicable to claims or losses which arise out of the Hold Harmless, Payment on Behalf of OWNER, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

18. 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

Contractor is acting on behalf of City as provided under Section 119.011(2), Contractor 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, or provide the City with a copy of the requested records.

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

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in two (2) copies each of which shall be deemed an original on the date first written above.
(SEAL)

OWNER:

CITY OF PANAMA CITY BEACH, FLORIDA

ATTEST:

BY: _____

_____
City Clerk

NAME: Drew Whitman
(Please type)

TITLE: City Manager

_____
City Attorney (as to form only)

CONTRACTOR:

ATTEST:

BY: Beaches Construction Company

_____

NAME: Philip Bonabi
(Please Type)

NAME: _____
(Please Type)

ADDRESS: 8416 Thomas Drive
Panama City Beach, FL 32408

[END OF SECTION 00050]

CITY OF PANAMA CITY BEACH
BUDGET AMENDMENT FORM

BA# 2

	LEDGER ACCOUNT	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	AMENDED BUDGET
TO	001-7201-572.65-90	Miracle League Restroom & Pavilion	340,000.00	246,000.00	586,000.00
FROM	001-8100-999.96-00	Reserves Available for Expenditures	25,944,419.00	(246,000.00)	25,698,419.00
		Check Adjustment Totals:	26,284,419.00	0.00	26,284,419.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To appropriate additional funding from available reserves for the Miracle League Restroom & Pavilion project. The budget for constructions is currently $340,000; the lowest bid is $585,622 (rounded to $586,000). This project is being funded with ARPA funds, however all ARPA funds are already budgeted to be used this year, so this increase will be funded with unrestricted reserves.

RESOLUTION #: _____

DATE: _____

CITY OF PANAMA CITY BEACH
17007 Panama City Beach Parkway, Panama City Beach, Florida 32413

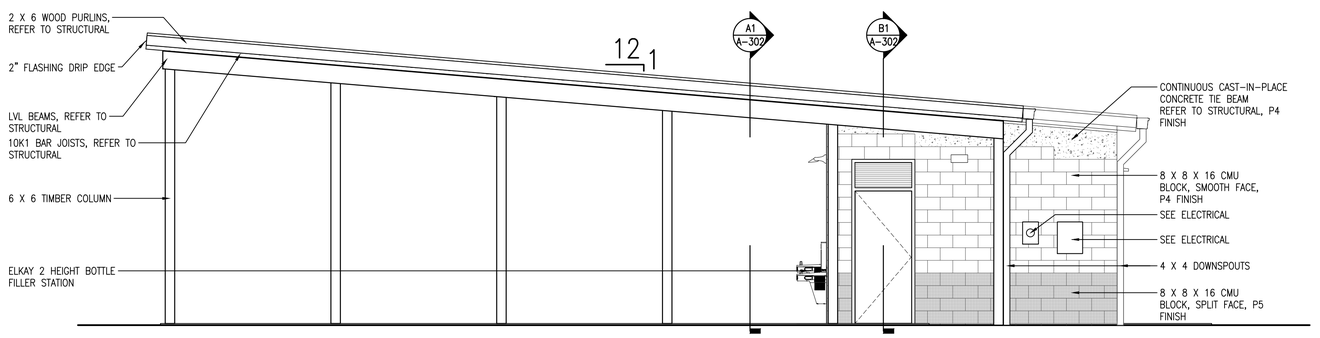
PCB24-33 - ITB - Miracle League Pavilion & Restroom
Monday, September 30, 2024
2:00PM

Bid Meeting Opened at 2:00PM and Concluded at 2:03PM

	CONTRACTOR/VENDOR	DATE/TIME BID RECEIVED	PAPER or DEMANDSTAR	BID FORM	BID BOND	TRENCH SAFETY ACT	CONFLICT OF INTEREST	E-VERIFY	DRUG FREE WORKPLACE	PUBLIC ENTITY CRIMES	NON-COLLUSION	USE OF COERCIN	W9	SIGNED ADDENDUMS	REQUIREMENTS	TOTAL BID	RESPONSIVE BID - Minimum Requirements Provided
1	Beaches Construction	09/30/2024 @ 1:57PM	DemandStar	X	X	X	X	X	X	X	X	X	X	X	X	$ 585,622.00	X
2	BGN Contractors	09/30/2024 @ 1:33PM	Paper	X	X	X	X	X	X	X	X	X	X	X	X	$ 592,341.00	X
3																	
4																	
5																	
6																	
7																	
8																	
9																	
10																	
11																	
12																	

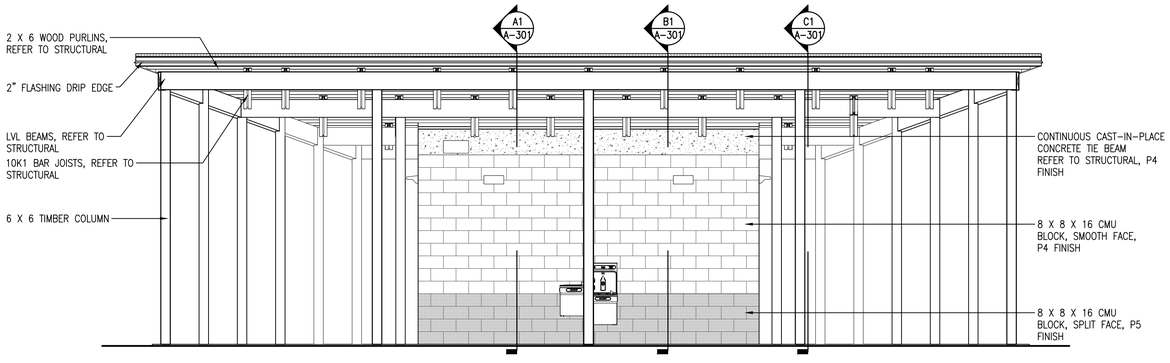
Bid tabulation is preliminary - bids are still reviewed for responsibility and are not finalized until awarded by City Council.

OWNERSHIP OF SERVICE: ALL REPORTS, PLANS, SPECIFICATIONS, COMPUTER FILES, FIELD DATA, NOTES AND OTHER DOCUMENTS AND INSTRUMENTS PREPARED BY THE CONSULTANT AS AN INSTRUMENT OF SERVICES SHALL REMAIN THE PROPERTY OF THE CONSULTANT. THE CONSULTANT SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING THE COPYRIGHT THERETO.
PURSUANT TO FLORIDA STATUTES, SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.



C1 SOUTH ELEVATION

SCALE: 1/4" = 1'-0"



A1 WEST ELEVATION

SCALE: 1/4" = 1'-0"

DAG ARCHITECTS
DAG Architects AR0009694
455 Harrison Ave Suite I Panama City, FL 32401
850.387.1671
www.DAGarchitects.com

BID SET

FRANK BROWN PARK
NEW PARK PAVILION
16200 PANAMA CITY BEACH PKWY,
PANAMA CITY BEACH, FL 32413-5300

REVISIONS:

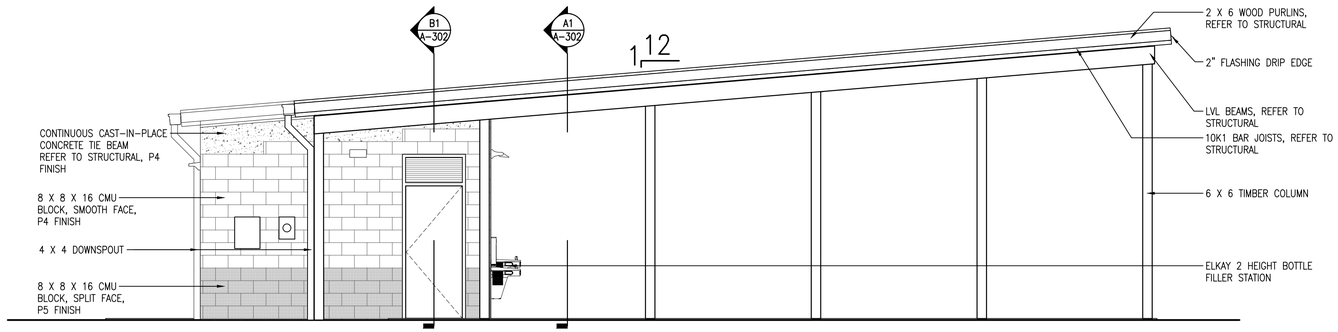
No.	Description	Date

EXTERIOR ELEVATIONS

Project Number	23116
Dated	08/16/24
Drawn By	CWQ
Approved By	CWQ
PM	CWQ

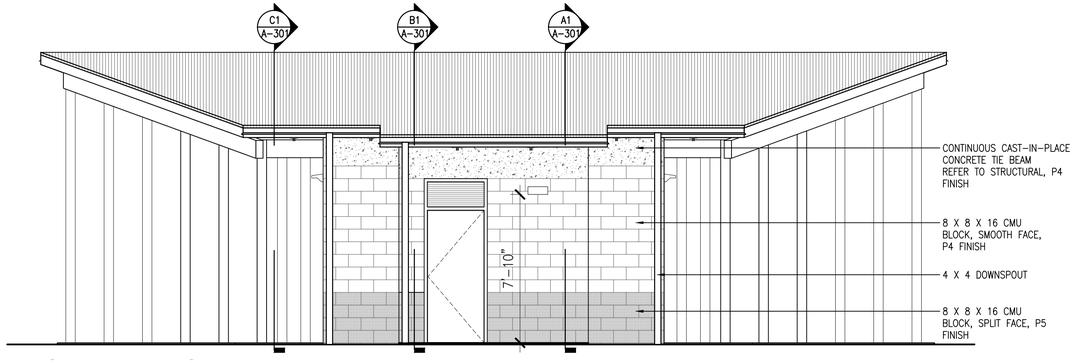
A-201

OWNERSHIP OF SERVICE: ALL REPORTS, PLANS, SPECIFICATIONS, COMPUTER FILES, FIELD DATA, NOTES AND OTHER DOCUMENTS AND INSTRUMENTS PREPARED BY THE CONSULTANT AS AN INSTRUMENT OF SERVICES SHALL REMAIN THE PROPERTY OF THE CONSULTANT. THE CONSULTANT SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING THE COPYRIGHT THERETO.
PURSUANT TO FLORIDA STATUTES, SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.



C1 NORTH ELEVATION

SCALE: 1/4" = 1'-0"



A1 EAST ELEVATION

SCALE: 1/4" = 1'-0"

DAG ARCHITECTS
DAG Architects AR0009694
455 Harrison Ave Suite I Panama City, FL 32401
850.387.1671
www.DAGarchitects.com

BID SET

FRANK BROWN PARK
NEW PARK PAVILION

16200 PANAMA CITY BEACH PKWY,
PANAMA CITY BEACH, FL 32413-5300

REVISIONS:

No.	Description	Date

EXTERIOR ELEVATIONS

Project Number	23116
Dated	08/16/24
Drawn By	CWQ
Approved By	CWQ
PM	CWQ

A-202

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:	***2. MEETING DATE:***
Keith Meyerl, Parks & Recreation	October 24, 2024

3. REQUESTED MOTION/ACTION:

Discuss Frank Brown Park Skatepark final design concept and provide direction to staff.

4. AGENDA:

REGULAR AGENDA, DISCUSSION / ACTION ITEMS

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

Detailed Budget Amendment Attached: N/A
Is Business Impact Statement Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:
Quality of Life
Attractive Community
Economic Development

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

On July 25, 2024, Council approved a contract (Resolution #24-160) with New Line Skateparks FL, Inc. for the design and construction of a Skatepark at Frank Brown Park. Staff from the Parks and Recreation Department and New Line Skateparks have held two (2) public input meetings and conducted an online survey to determine what features are most desired by potential users of the facility. At the first meeting held on August 27, 2024, New Line Skateparks presented skatepark sample directions to the attendees to understand their preferred terrain style of skatepark. At that meeting, the participants encouraged the use of street features that are low impact and friendly to users of varied skill levels and emphasized the need for shade, seating, water access, and multi-use spaces to enhance the skatepark's functionality and comfort. The subsequent online survey elicited sixty-five (65) responses providing input on the all-wheel plaza features and terrain styles. New Line Skateparks utilized the feedback from the first public meeting and the online survey to create two preliminary concepts (attached) which were presented at the second public meeting held on October 2, 2024. Attendees expressed a preference for Design Direction 2 with many unique elements that will be incorporated into the final design. The final concept design includes a hard surface skatepark, earthwork, drainage/stormwater management, spectator seating, access pathways from parking and surrounding facilities, shade elements, artificial turf, and spectator seating areas. Additional shade elements and skatepark lighting will be also be included in the final design.

Staff seeks direction and feedback from the Council before authorizing New Line to move forward with the final conceptual design presented to you today.

2024-10-02_PCB_Input Meeting 2 Boards.pdf
2024-10-16_PCB_Final Concept Board.pdf

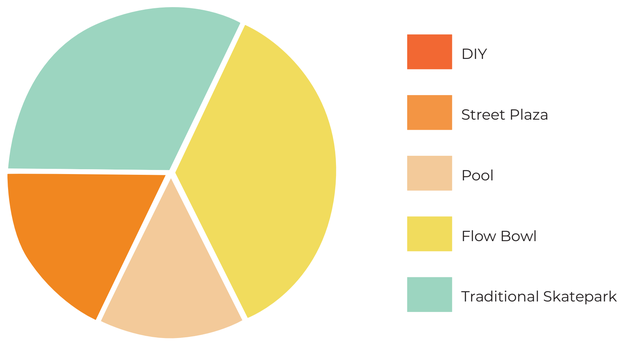
SITE RESEARCH

Regional Skatepark Inventory & Site Analysis



Regional Skatepark Map

TERRAIN TYPES IN REGION:



REGIONAL ANALYSIS KEY TAKEAWAYS:

- *Several of the parks in the region have pre-fabricated skate features*
- *Traditional Skatepark and Flow Bowl comprise over 60% of the region's terrain*
- *There are 2 Flow Bowls in the region*
- *There is only 1 street plaza in the region*

REGIONAL SKATEPARK INVENTORY:

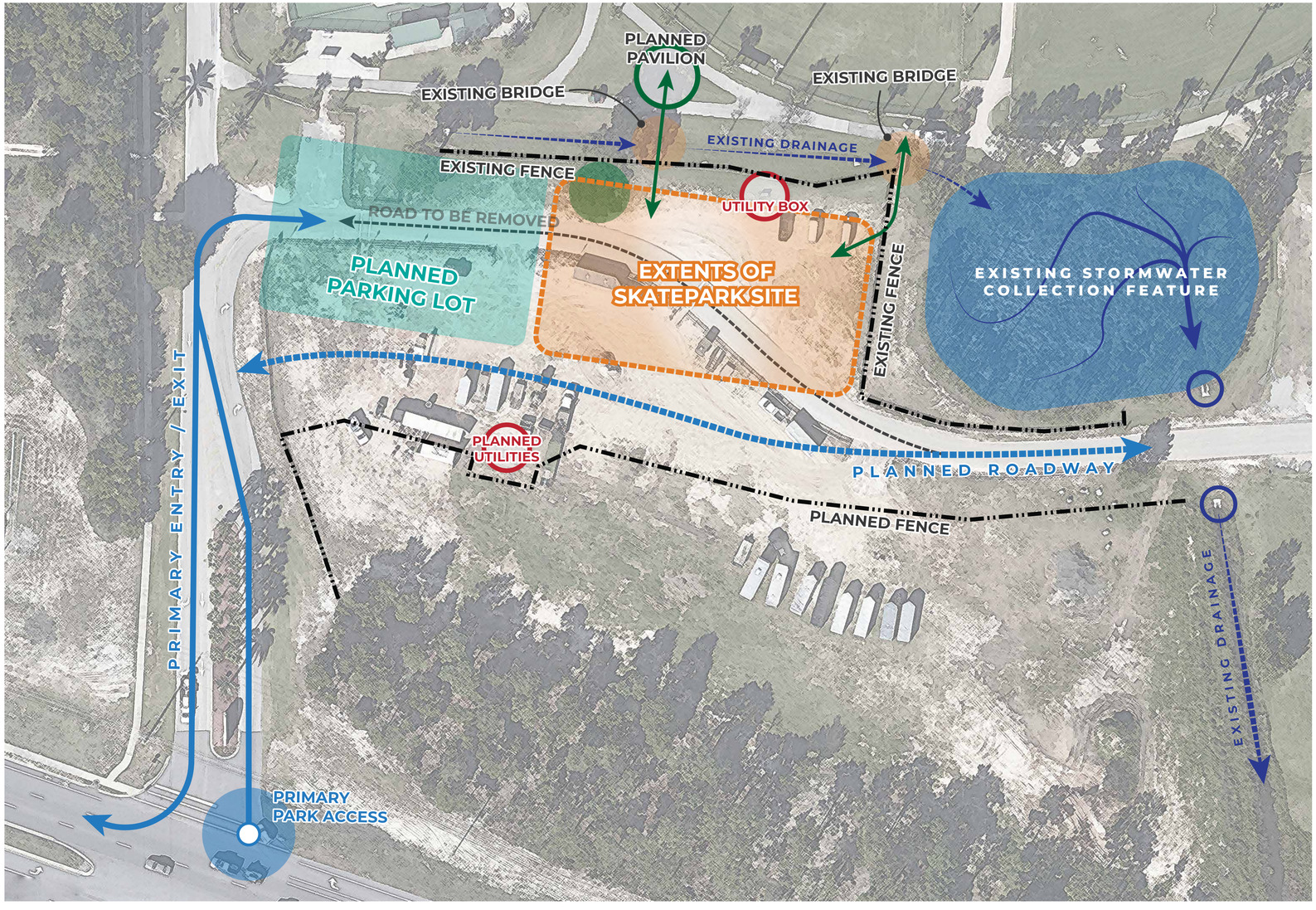
(refer to map on the left)











Site Analysis Diagram

CONCEPT DESIGN

DESIGN DIRECTION 1

Design Direction 1 is a street style concept with beginner to intermediate riding features. The entry plaza includes seating for spectators and landscaping inspired by Panama City's climate. The skatepark design includes two staging platforms with a 5 stair, handrail, bank to rail/downrail, hubba, and two bank to ledges. Beyond these platforms are a series of street style elements, such as: ledges, manual pads, a wide bank to ledge, and flatbar. The outer transition features allow riders to stage or redirect for continuous lines.

Legend

1. Spectator Entry Plaza
2. Planned Roadway (Connector Road Project)
3. Detention Basin
4. Shade Canopy
5. Existing Pine Tree to Remain
6. Spectator Seating Areas
7. Skatepark - Low-Speed Street Lane
8. Skatepark - Higher Speed Lane
9. Artificial Turf
10. Skatepark + Spectator - Hybrid Zone

Rider Circulation

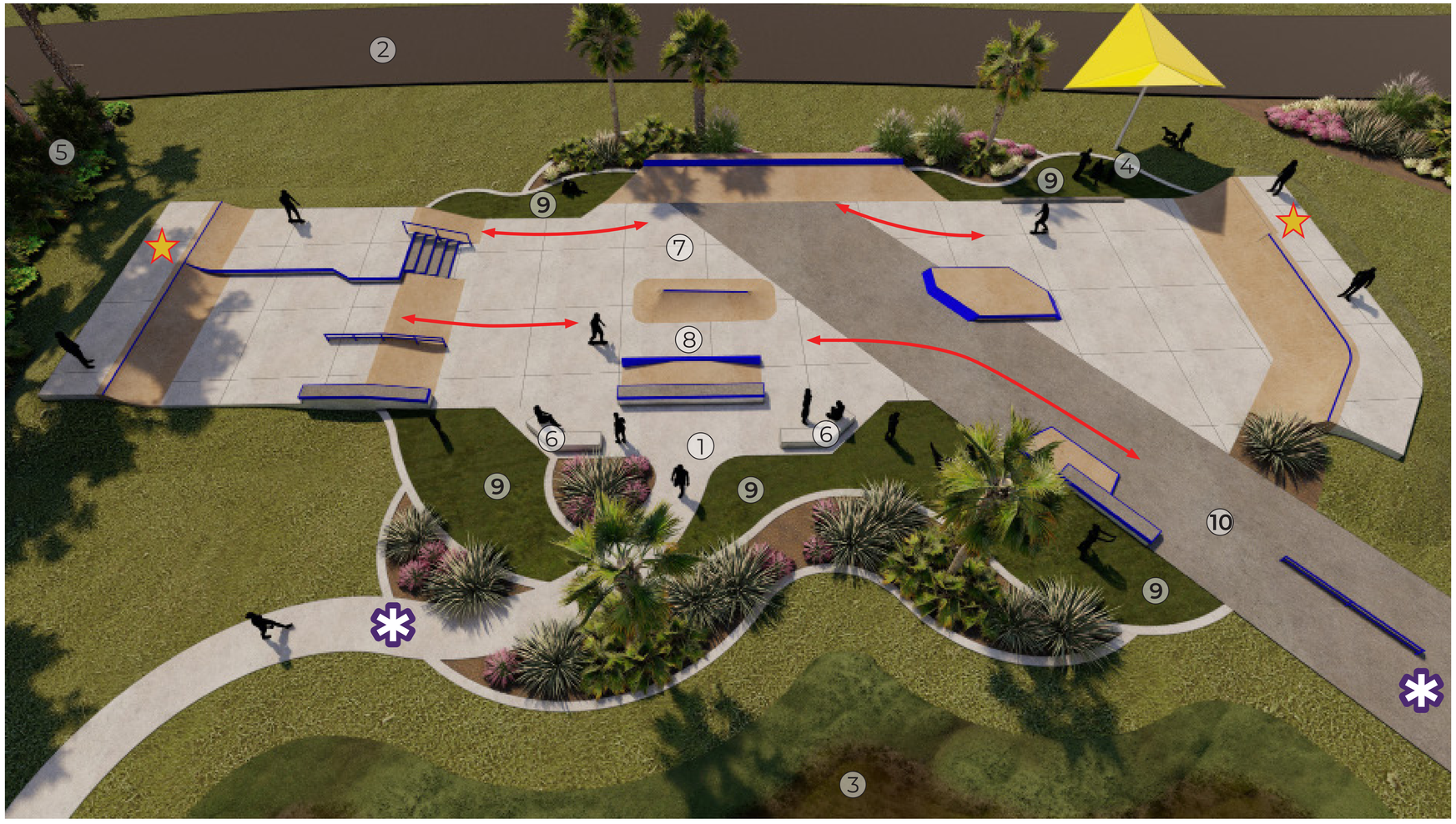
Staging Area

Skatepark Access Point

Skatepark features are schematic and will be modified based on community input, project budget and geotechnical findings.

The current design is schematic to represent the intended terrain style for the project scope.

Concept Perspectives









CONCEPT DESIGN

DESIGN DIRECTION 2

Design Direction 2 is a street style concept with intermediate riding features. There is staging platform with a bank to ledge and bank to rail/downrail that lines up with a funbox. The funbox includes a down ledge, down rail, bank to curb, manual pad, and two banked hips. The stage to funbox lane will likely be high speed due to its continuous grade change. The design also features a long street lane with an a-frame gap, ledges, flatbar, and a skatable planter box. This lane is anticipated to be low-speed because of its flat and technical street style.

Legend

1. Spectator Entry Plaza
2. Planned Roadway (Connector Road Project)
3. Detention Basin
4. Shade Canopy
5. Existing Pine Tree to Remain
6. Spectator Seating Areas
7. Skatepark - Low-Speed Street Lane
8. Skatepark - Higher Speed Lane
9. Artificial Turf
10. Skatepark + Spectator - Hybrid Zone

Rider Circulation

Staging Area

Skatepark Access Point

Skatepark features are schematic and will be modified based on community input, project budget and geotechnical findings.

The current design is schematic to represent the intended terrain style for the project scope.

Concept Perspectives









CONCEPT DESIGN

DESIGN DIRECTION COMPARISON



DESIGN DIRECTION 1



DESIGN DIRECTION 2

CONCEPT DESIGN

FINAL CONCEPT DIRECTION

The new Frank Brown Park Skatepark features a wide variety of highly accessible, versatile ‘plaza style’ features appealing to users of all abilities. Functional terrain elements are detailed with tactful aesthetic accents including integral concrete color, decorative saw cuts, and steel detailing referencing tones from the City Logo. The park perimeter is designed to include numerous support amenities including lighting, artificial turf spectator areas, shade structure(s), and plantings.

Legend

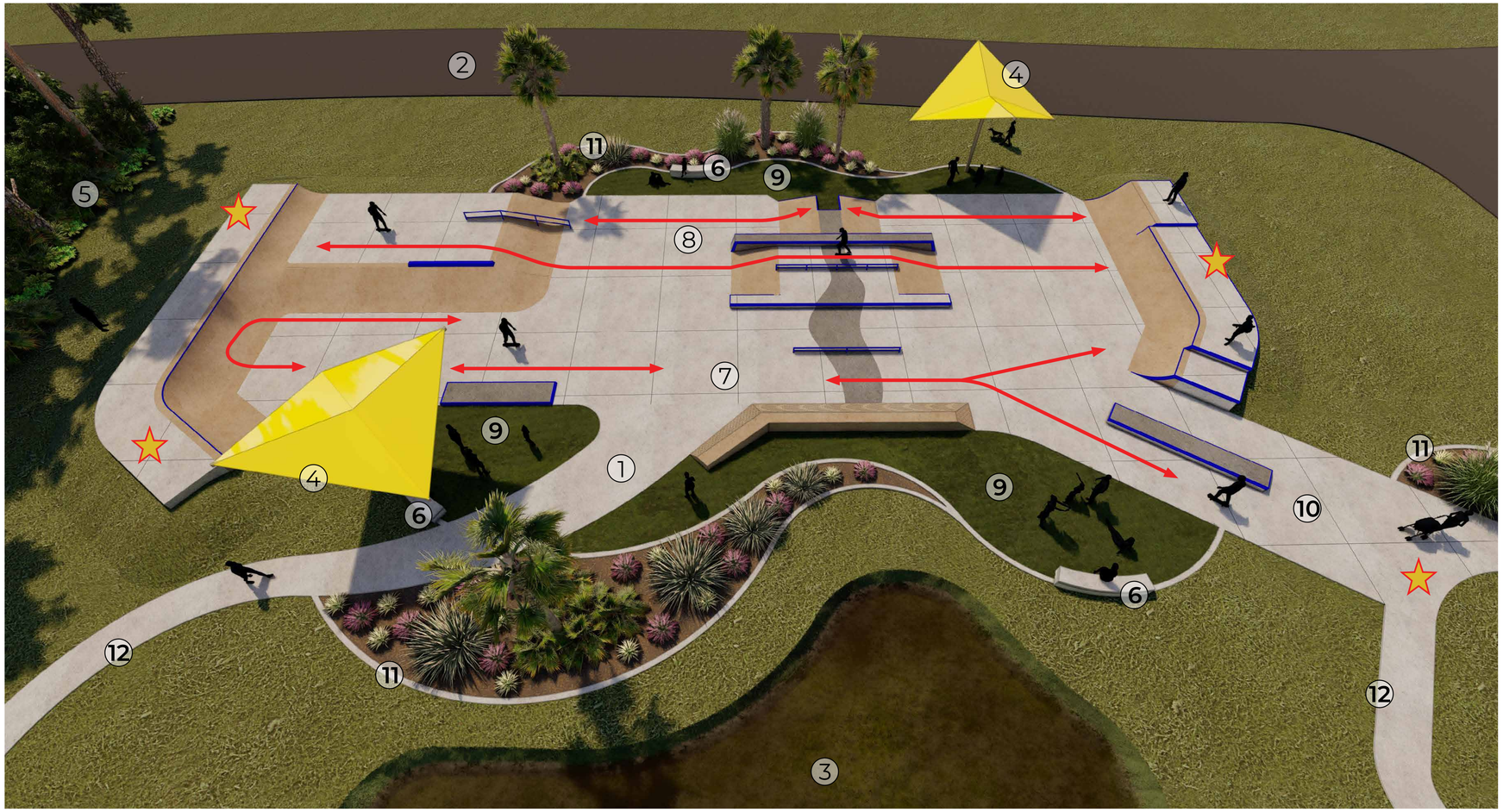
1. Spectator Entry Plaza
2. New Frank Brown Park Connector Road
3. Detention Basin (pending permit requirements)
4. Shade Canopy (Qty, Size, Style & Final Location TBD)
5. Undisturbed Existing Wetland Area
6. Spectator Seating Areas
7. Skatepark - Low-Speed Street Lane
8. Skatepark - Mid Speed Lane
9. Artificial Turf Spectator Zones
10. Hybrid Lane - Access & Low-Speed Skate Feature
11. Native Planting Area(s) (Qty, Size, & Location TBD)
12. Pedestrian Pathway Connections to Surroundings

Rider Circulation

Staging Area

Skatepark features are schematic and may be somewhat modified during technical design stage.

Concept Overview



3d Perspective Views







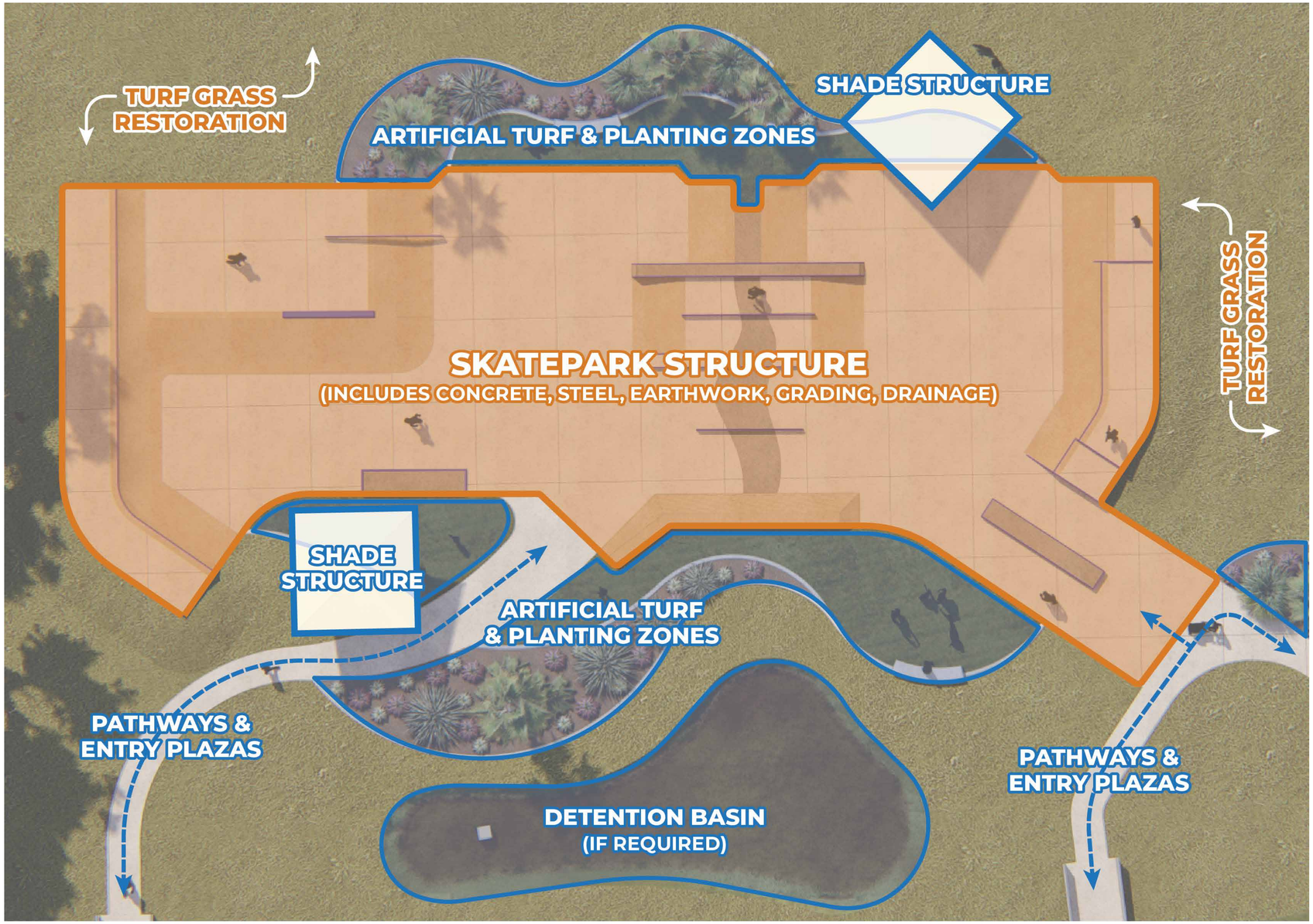
FRANK BROWN PARK SKATEPARK
PANAMA CITY BEACH, FL

FINAL CONCEPT PACKAGE

NEWLINE SKATEPARKS

FINAL CONCEPT

ROUGH ORDER OF MAGNITUDE COST EXHIBIT



COST BREAKDOWN

SKATEPARK BASE ITEMS	ESTIMATED COST
Design & Engineering	$130,000
Skatepark Expansion Construction*	$946,000
(*General Conditions, Civil Works, Skatepark Concrete, Landscape Restoration)	
SKATEPARK BASE TOTAL*	**$1,076,000**

SUPPORT AMENITIES	
Skatepark Lighting	$89,000
Shade Structure(s)	$58,000
Artificial Turf Spectator Zones	$70,000
Connection Pathways & Entry Flatwork	$38,000
Site Furnishings (Seatwalls, Rules Signage)	$32,000
Plantings & Landscape Improvements (beyond basic restoration)	$37,000
AMENITIES SUBTOTAL	**$324,000**
GRAND TOTAL	**$1,400,000**

KEY ASSUMPTIONS

This estimated cost of construction is based off of the following project assumptions:

- Excavated material from on-site can be reused for perimeter berming and earthwork but not as select fill below skatepark pavement
- Electrical power source for is nearby and can be utilized proposed lighting
- Any structures (lighting poles, shade structures, etc.) will be need to be designed to accommodate hurricane force winds. Park staff will be accountable for removing shade sails and other potential projectiles prior to major storm events
- Stormwater management facilities may be required for permitting if an existing permit does not allow for this construction. If these are required, despite shallow water tables (approx. 2.5’ depth), a detention basin is planned to accommodate these requirements.
- Assumes 1-foot site stripping for skatepark area and replacement with select fill per geotech report
- Contractor can stage material and equipment and has access to a water source on site
- Relocation of any existing utilities on site are outside of skatepark scope and shall be performed by others
- All support amenities shown and listed in the breakdown are to be included in the project within the overall skatepark budget as available. Number of/size of shade structure and extent of support amenities such as plantings, artificial turf, and sod/hydroseed are subject to revision and reduction as design evolves
- Amenities not listed on this exhibit are outside of the skatepark project scope