

# PANAMA CITY BEACH CITY COUNCIL AGENDA

NOTE: 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 AND MAY CONSIDER ITEMS AND TAKE ACTION IN THAT LATTER CAPACITY.

SPECIAL MEETING DATE: DECEMBER 20, 2018  
MEETING TIME: 9:00 A.M.

- I. CALL TO ORDER AND ROLL CALL
- II. INVOCATION- COUNCILMAN MCCONNELL
- III. PLEDGE OF ALLEGIANCE- COUNCILMAN MCCONNELL
- IV. APPROVAL OF AGENDA
- V. PRESENTATION-  
1 MS COLLEEN SWAB, CALIFORNIA CYCLES (15 MIN MAX)
- VI. PUBLIC COMMENTS, LIMITED TO THREE MINUTES
- VII. REGULAR AGENDA - DISCUSSION/ACTION

NO.	OFFICIAL	ITEM
1	MG	APPOINTMENT OF ELECTED OFFICIAL TO LONG TERM DISASTER RECOVERY TASK FORCE.
2	ML	ORDINANCE 1485, AMENDING LDC RELATED TO PARKING CHANGES, 1 <sup>ST</sup> READING.
3	ML	ORDINANCE 1486, AMENDING LDC, CLARIFYING VARIANCE APPEALS, 1 <sup>ST</sup> READING.
4	ML	ORDINANCE 1487, ANNUAL UPDATE OF CAPITAL IMPROVEMENTS SCHEDULE, 1 <sup>ST</sup> READING.
5	ML	ORDINANCE 1488, AMENDING CHAPTER 25, CODE ENFORCEMENT PROCESS, 1 <sup>ST</sup> READING.
6	MG	RESOLUTION 19-30, HAGERTY CONSULTING DISASTER RECOVERY ADMINISTRATIVE SERVICES CONTRACT AND BUDGET AMENDMENT #4.
7	MG	RESOLUTION 19-31, BUDGET AMENDMENT #5 FOR TCS JANITORIAL SERVICES CONTRACT FOR LIBRARY.
8	KJ	RESOLUTION 19-36, NORTH GLADES CHANNEL MITIGATION AGREEMENT, NORTH GLADES AND HOMBRE DRAINAGE IMPROVEMENTS PROJECT.
9	LC	RESOLUTION 19-40, FIRE RESCUE DISASTER DEPLOYMENT POLICY.
10	MG	RESOLUTION 19-37, REVISED EMERGENCY PAY POLICY.
11	MG	RESOLUTION 19-38, RATIFY DISCOUNT OF MERCHANT TAX RECEIPTS.



# REGULAR ITEM

1

DECEMBER 6, 2018

LONG TERM DISASTER RECOVERY TASK FORCE  
ORGANIZATIONAL MEETING

10:00AM – ROOM 1030 BAY COUNTY GOVERNMENT CENTER

A. INTRODUCTIONS

B. NATIONAL DISASTER RECOVERY FRAMEWORK **Frank McCoim**

- Purpose
- Funding

C. DRAFT WORKPLAN DISCUSSION Robert Carroll

D. REQUIRED NEXT STEPS Robert Carroll

1. Appoint prospective members to task force
2. Outline long term vision
3. Schedule meeting dates for the long term disaster recovery task force (~~Proposed~~ dates below)

January 10, 2019 @ 9:00am cst

January 24, 2019 @ 2:00 pm cst

February 14, 2019 @ 9:00am cst

February 28, 2019 @ 2:00pm cst

March 14, 2019 @ 9:00am cst

March 28, 2019 @ 2:00pm cst

April 11, 2019 @ 9:00am cst

April 25, 2019 @ 2:00pm cst

Please note that we will be changing the location to the County Commission Chambers @ 840 West 11<sup>th</sup> Street, Panama City, FL 32401, this will allow more space and we will be able to stream the meetings live if requested.

E. LEGAL REPORT – Sunshine/Public Meeting & Public Record requirements

F. PUBLIC COMMENT

G. TASK FORCE MEMBER COMMENT

H. ADJOURNMENT

CALL FRANK ON STATE ISSUES



**BOARD OF COUNTY COMMISSIONERS**

840 West 11<sup>th</sup> Street  
Panama City, Florida 32401  
Telephone: (850) 248-8140  
Fax: (850) 248-8153

November 27, 2018

**BOARD OF COUNTY  
COMMISSIONERS**

www.baycountyfl.gov

840 WEST 11<sup>TH</sup> STREET  
PANAMA CITY, FL 32401

**COMMISSIONERS**

TOMMY HAMM  
DISTRICT I

ROBERT CARROLL  
DISTRICT II

WILLIAM T. DOZIER  
DISTRICT III

KEITH BAKER  
DISTRICT IV

PHILIP GRIFF GRIFFITTS  
DISTRICT V

ROBERT J. MAJKA JR.  
COUNTY MANAGER

Elected Officials

Re: Long Term Disaster Recovery Task Force

Honorable Elected Officials

The Bay County Board of County Commissioners recently took action at the November 20, 2018 board meeting to create a Long Term Disaster Recovery Task Force and designated me as the Chairperson with Tommy Hamm (District I) as my alternate in case of absence.

- The purpose of the task force is to coordinate , organize, and integrate recovery priorities with the cities, the state, the private sector, and NGO's as emphasized in the National Disaster Recovery Framework

This Task force will be led by elected representatives of the County, each City and the School Board. The bulk of the work of the Task Force will be accomplished through Working Groups representing a broad spectrum of groups and interests organized around the core recovery areas of Economic recovery, Health and Human services, Housing, Infrastructure, and Natural and Cultural Resources. These Working Groups will define recovery needs in those areas, and submit reports and data to the Task Force, which in turn will make recommendations to the County and the other local governments regarding opportunities and priorities during the long term recovery process.

Please see the attached resolution for reference. I would like to schedule a Recovery Task Force organizational meeting for Thursday December the 6<sup>th</sup> at 10:00am in room 1030 @ 840 West 11<sup>th</sup> Street. We respectfully request that an elected official from your Board be in attendance.

Respectfully,

Robert Carroll  
Commissioner, District II

RESOLUTION \_\_\_\_\_

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA, ESTABLISHING THE HURRICANE MICHAEL LONG TERM RECOVERY TASK FORCE; PROVIDING DUTIES AND RESPONSIBILITIES; PROVIDING THAT THE SUNSHINE ACT APPLIES; PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Governor of the State of Florida issued Executive Order 18-276, declaring a state of emergency to include Bay County, Florida;

WHEREAS, the Executive Order, in accordance with Chapter 252, Florida Statutes, authorizes political subdivisions to take whatever prudent actions is necessary to ensure the health, safety, and welfare of the community; and

WHEREAS, Chapter 252, Florida Statutes authorizes political subdivisions to take all necessary action and issue any necessary orders to protect human life; and

WHEREAS, by Resolution 3570, the Bay County Board of County Commissioners authorized the Chairman of the Board to issue Declaration of Local State of Emergency (Hurricane Michael) declaring a state of local emergency, dated October 8, 2018; and

WHEREAS, the National Disaster Recovery Framework contemplates the development of local coordinating structures to help identify risks, establish relationships, and organize and build capabilities to effectively manage recovery; and

WHEREAS, the Board of County Commissioners finds that an advisory Task Force would assist the Board in identifying and approving priorities for funding from federal, state and other sources.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA, AS FOLLOWS:**

**SECTION I. ESTABLISHMENT OF THE HURRICANE MICHAEL LONG TERM RECOVERY TASK FORCE.**

A. The Bay County Board of County Commissioners establishes the Hurricane Michael Long Term Recovery Task Force (the "Task Force").

B. The Task Force shall be comprised of one (1) elected public official of each of the following local government entities:

1. Bay County, Florida
2. Bay District Schools
3. City of Callaway
4. City of Lynn Haven

5. City of Panama City
6. City of Panama City Beach
7. City of Parker
8. City of Springfield
9. Town of Mexico Beach

C. Each member shall serve until their designee is appointed by their respective local government.

D. The designee of Bay County, Florida shall serve as Chairperson and preside at all meetings. The Task Force shall elect a Vice-Chairperson to preside and act on behalf of the Chairperson during his or her absence. The Vice-Chairperson shall serve until his or her successor is selected by the Task Force.

E. Five (5) Task Force members shall constitute a quorum for the purpose of conducting business. Each member shall exercise one vote on all matters subject to a vote of the Task Force. All matters shall be decided by a majority vote of the members present. No member shall abstain from voting unless the member believes he could have a conflict of interest and no legal waiver applies.

F. The office of the County Manager shall provide for clerical and administrative support to the Task Force as may be reasonably required for the proper performance of its duties, and shall at a minimum arrange to publish notice of Commission meetings, record all meetings, retain public records, and prepare the minutes.

**SECTION II. DUTIES OF THE HURRICANE MICHAEL LONG TERM RECOVERY TASK FORCE.**

A. The Hurricane Michael Long Term Recovery Task Force shall have the following duties and responsibilities:

1. Receive and review damage reports to public facilities and other post-disaster conditions, and to identify repair and mitigation opportunities to discern appropriate opportunities for post-disaster change and innovation;
2. To formulate recommendations to the Bay County Board of County Commissioners to guide County-wide recovery efforts;
3. To recommend an economic recovery program focusing on the rapid recovery of critical industries and workforce development and investment;
4. To identify hazards and the effectiveness of mitigation policies and procedures;
5. To propose a calendar of milestones for recovery tasks;

6. Recommend County-wide changes to local ordinances to promote recovery efforts;
7. Participate in federal and state hazard mitigation planning;
8. Recommend hazard mitigation projects or programs that would be considered for state or federal funding;
9. Review emergency actions and recommend amendments to the Bay County Comprehensive Emergency Management Plan, local government Comprehensive Plans, building cords, or any other ordinances which it deems necessary or advisable to prevent a recurrence of damages;
10. Recommend non-mitigative opportunities for the enhancement of local recreational and open space; public access to waterways; enhancement and restoration of local natural resources; reduction in traffic congestion, noise, and other transportation-related projects; and enhancement of the long-term economic of the local commercial and industrial base.

B. Within four (4) months of its initial meeting, the Task Force shall draft a plan, after taking public input, that contains goals, objectives, and policies to guide the Task Force and the Board in selecting priorities for recovery funding. At a minimum, the plan shall contain elements for business and economic development, health and human services, housing, infrastructure, natural and cultural resources, and planning and capacity building.

1. The Task Force shall present the plan to the Board for review and approval.
2. The Task Force shall develop, and recommend to the Board for approval, a list of criteria for use by the Task Force and the Board when selecting projects for proposed funding.
3. The Task Force shall receive and review proposed projects submitted to it for consideration under the National Disaster Recovery Framework. The Task Force shall apply the plan and the criteria in selecting projects for recommendation to the Board.
5. In addition to projects intended to be funded from any available federal or state recovery funds, the Task Force may make recommendations to the Board about projects funded from other sources.
6. The Task Force shall have such other duties as may be directed by the Board.
7. The Task Force shall meet regularly, at least bi-monthly. The chairman may call separate meetings and shall hold special meetings when requested by (5) five members of the Task Force, or upon direction of the Board. All meetings shall be duly noticed public meetings, all records shall be public records, and meetings shall



be conducted in accordance with rules of procedure for public meetings established by the Board.

8. Members shall not be compensated, but may be paid for travel and other expenses incurred on official business authorized in advance by the County Manager, and at State rates.

9. Annually the Chairman of the Task Force shall prepare and deliver a report to the Board on the activities of the Task Force, on the progress made on projects approved by the Board, and on recovery funds requested and received.

### SECTION III. WORKING GROUPS.

A. The Task Force shall create Working Groups in each of the core capabilities identified in the National Disaster Recovery Framework: Planning, Public Information, Operational Coordination, Economic Recovery, Health and Social Services, Housing, Infrastructure Systems, and Natural and Cultural Resources. The Task Force may create additional Working Groups at its election.

B. Each Working Group shall be led by a person or persons appointed by the Task Force Chairperson. Working Group leaders are not required to be members of the Task Force and are not required to be elected officials. The Working Group leaders may appoint other members of the Working Group with particular knowledge or interest in the subject matter of the Working Group, including representatives of government organizations, community and business organizations, foundations and other funders, academia, private sector members, faith-based organizations, and civic and volunteer organizations. Each constituent member of the Task Force is expected to make available employees with relevant expertise to assist the Working Groups in their efforts.

C. Each Working Group shall conduct public meetings and workshops, and provide reports and presentations to the Task Force regarding its findings consistent with the duties and responsibilities of the Task Force described herein.

### SECTION IV. SUNSHINE LAW.

The Task Force shall be subject to and each member shall be responsible for compliance with the Florida Sunshine Law and the Florida Public Records Act.

### SECTION V. EFFECTIVE DATE.

This Resolution shall become effective upon adoption by the Board of County Commissioners.

DONE AND ADOPTED by the Board of Commissioners of Bay County, Florida, on this \_\_\_\_ day of \_\_\_\_\_, 2018.

William T. Dozier, Chairman

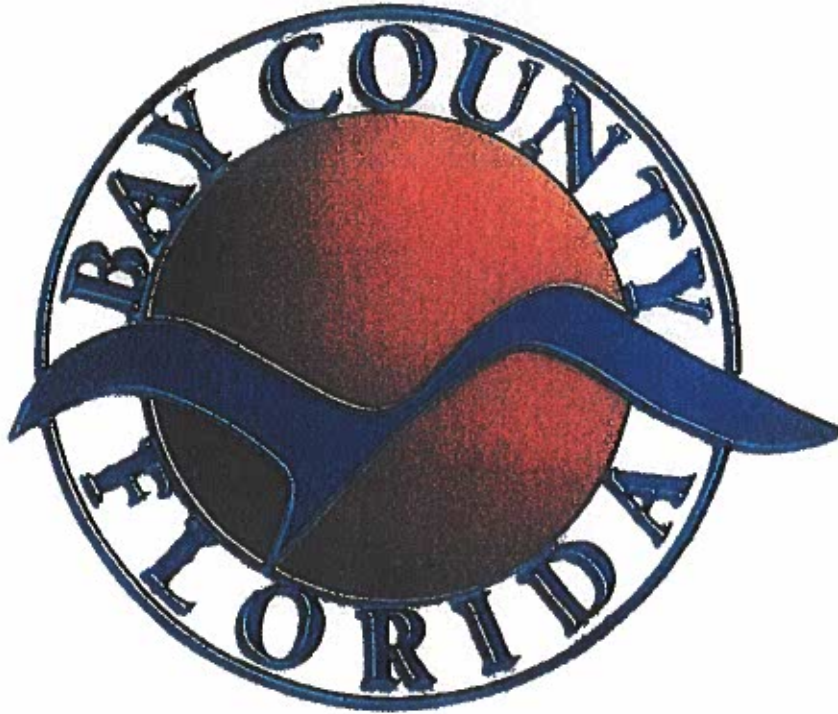
ATTEST:

Bill Kinsaul, Clerk

Approved for form and sufficiency

Office of County Attorney

Draft



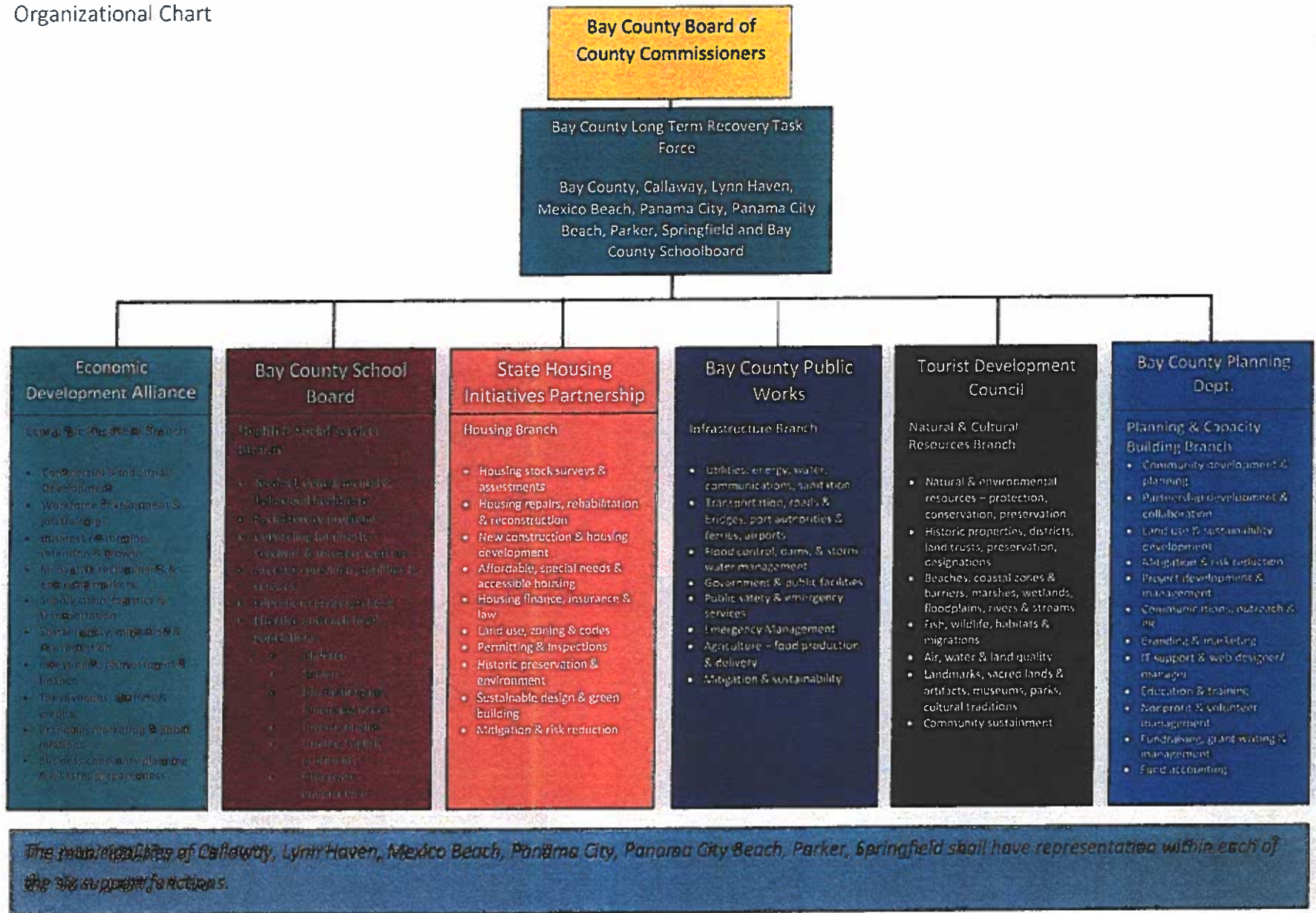
Recovery Task Force Organization  
November 2018

## Table of Contents

Organizational Chart .....	3
Economic Recovery Branch.....	4
Economic Recovery Objectives: .....	4
Health and Social Services Branch .....	6
Health and Social Services Recovery Objectives.....	6
Housing Branch .....	7
Housing Recovery Objectives.....	7
Infrastructure Branch.....	8
Infrastructure Recovery Objectives .....	8
Natural and Cultural Resources Branch.....	9
Natural and Cultural Resources Recovery Objectives:.....	9
Planning and Capacity Building Branch.....	10
Planning and Capacity Building Objectives:.....	10

Draft

### Organizational Chart



AGENDA ITEM #

Draft

## Economic Recovery Branch

### Objectives:

- Use the Emergency notification system (Ready Alert or Text System) or County email blast to alert businesses and keep them informed of available recovery assistance and opportunities.
- Work with local businesses and emergency management to identify set-up (needs and supplies) for small company restoration at temporary or permanent facilities.
- Encourage companies helping companies to network or rent.
- Prepare an emergency ordinance(s) to allow temporary business use in non-traditional locations (e.g. hotel meeting space, community calendars, performing arts centers, etc.)
- Coordinate with the Bay County's real estate community to identify available commercial or business space to provide ongoing assessment or operational status.
- Partner with local chambers of commerce and libraries to assist small businesses with locating temporary space and connections to assistance.
- Inform small businesses during the 1st, 2nd, or 3rd week after the disaster about the Florida Small Business Emergency Bridge Loan Program (if authorized). Identify phone numbers, application centers and websites where information or applications will be available.
- Provide information or outreach to assist the public in understanding the post-disaster financial assistance process and what financial assistance is available.
- If the emergency repair programs are authorized, coordinate disaster housing partners, volunteers and donations to prioritize and leverage materials and crews.
- If necessary, work with insurance companies to facilitate adjustors, their access to damaged areas, establishment of "insurance villages," etc.
- Work with the SBA in the Disaster Recovery Centers (DRCs) and provide assistance to businesses applying for SBA loans.
- Develop and distribute an outreach or PR campaign to keep the local, regional and national communities up-to-date on recovery/and opportunities for investment.
- Promotional Campaign to implement "buy local" to support local vendors for all supplies. This will dovetail with Tourist Development's "staycations" and discounts to encourage local use of lodging and restaurants until the recovery is complete and tourists return.
- Create or activate a Business Call Center, if appropriate, to provide local businesses with information on where to obtain recovery assistance, supplies, etc.
- Institute a policy to prioritize the use of local businesses' products and services by public agencies in disaster recovery efforts.
- Provide ongoing communication with the business community to determine and track recovery progress.
- Think about long-term economic redevelopment in terms of vulnerability, future resiliency, and vision.
- Coordinate, and assign appropriate staff to work with the Bay County School District in the identification of strategies to expand provision of childcare and facilitate the reopening of schools.

- Use newspapers, including neighborhood papers, flyers, etc. for job seekers without access to electronic media.
- Deploy, if necessary, at the Disaster Recovery Center(s) or Business Recovery Centers to co-locate employment counseling services with other forms of assistance.
- Work with federal, state and local agencies, volunteers and private sector partners to expand employment counseling services to those who are unemployed.
- Inventory existing training programs and determine whether there might be opportunities to enhance these programs with federal or state funds following a natural disaster.
- Maintain an ongoing post-disaster physical assessment and operational status of all hotel/motel properties
- Utilize the communications network between local government and the hospitality industry to facilitate access to restored hotel, motel or rental units for temporary housing and emergency worker housing.
- Develop strategic staged marketing and public relations campaigns to meet the needs of the tourism industry as recovery occurs.
- Promote and resume local annual events and festivals as a part of community recovery.
- Maintain an ongoing post-disaster physical assessment and operational status of agricultural properties and provide access to funding assistance for agricultural businesses.
- Keep updated the list of what businesses remain in Bay County after a certain length of time following a disaster event.
- If critical gaps occur in the availability of certain businesses, determine what steps can be taken to address these gaps.
- Identify incentives the public sector can provide to help re-establish critical businesses or industries following a disaster.
- Identify potential types of businesses that could benefit from established business incubators/entrepreneurial programs.
- If conditions warrant, establish a Long Term Economic Redevelopment Task Force to identify opportunities and to prioritize major projects that facilitate long-term resiliency in economic restoration.
- Identify opportunities created by a disaster event to expedite economic diversification.
- Seek opportunities and funding for land assembly.
- Leverage disaster assistance to implement resiliency improvement and acquisitions identified in local capital improvement plans, comprehensive plans, Local Mitigation Strategy, etc.
- Coordinate decisions on post-disaster public infrastructure repair and restoration with County and municipal planning and development review staff to determine how specific capital improvements can support implementation of local plans and community visions.
- Following a major or catastrophic event, identify and use opportunities to redevelop or retrofit neighborhoods to achieve mobility and accessibility goals.
- In major or catastrophic disasters, it may be necessary to prepare Local Redevelopment Plans for individual communities with the objective of formulating specific implementation projects for each community within the context of a countywide plan. This element would strive to consolidate and coordinate initiatives in economic development, housing, public facilities/infrastructure and transportation into a cohesive plan for each individual community.



Draft

## Health and Social Services Branch

### Objectives

- Coordinate the restoration of the hospital or health care system in a holistic manner with a focus on mitigation and resiliency.
- Coordinate with the PC EOC (ESF 8) and Recovery Groups to get major suppliers (e.g. CVS, Walgreens, Publix, Wal-Mart) back online as quickly as possible.
- Map vulnerable populations and their diverse needs by marrying lists of service providers, community development, senior services, etc.
- Assess impact to population with disabilities, special needs (existing clients and new).
- Identify needs of displaced population to match appropriate disaster housing.
- Develop post-event displacement plan if there is not sufficient housing especially for those with special or functional needs.
- Establish a post-event congregate shelter to provide temporary housing until sufficient interim disaster housing is delivered and installed.
- Ensure there is sufficient mental health Trauma assessment or counseling for survivors and emergency responders.
- Maintain senior help line operations and coordinate with 2-1-1.
- Based on damage or operational assessments, help facilitate the re-opening of senior centers, adult day care, transportation assistance and continuity of home-based services.
- Work with Regional Higher Ed Committee to determine challenges and needs in the post-disaster environment.



Draft

Housing Branch

Objectives

- Review criteria for selection of temporary housing sites and temporary debris sites to ensure social equity, accessibility to employment, goods and services, “wrap-around services”, educational facilities, etc.
- Immediately following an event, assess the impact on potential community sites listed and determine those sites most appropriate for short-term disaster housing given potential demand and owner cooperation.
- Coordinate with the private sector to assess the availability or status of vacant units throughout the County including hotel or motels, rentals, seasonal units and student housing which could serve as interim housing for survivors.
- Notify Disaster Housing Task Force members of possible activation of the County’s Disaster Housing Plan.
- Coordinate with federal, state and local partners to identify appropriate transient and interim housing options.
- Prepare a Temporary Housing Ordinance for adoption by the Board of County Commissioners.
- Recommend activation of temporary disaster housing ordinance to allow permitting of temporary placement of mobile home/RV/Travel Trailers on residential or non- residential parcels, as appropriate.
- Implement a post-disaster condemnation policy if abandoned properties and structures become a health or public safety issue.
- If the emergency repair programs are authorized, coordinate disaster housing partners, volunteers and donations to prioritize and leverage materials and crews.
- Using damage assessment and recovery teams prioritize the implementation of emergency repair programs and coordinate contractors with non-profit entities.
- Implement Codes to preclude rental price gauging in the aftermath of a disaster.
- Work with the private sector and federal and state housing partners to ensure that an adequate number of disaster-resilient affordable rental units are (re)constructed.
- Work to ensure that an adequate number of disaster-resilient affordable rental units are (re)constructed.
- Review existing policies or regulations regarding affordable housing to ensure adequate safeguards are in place to protect renters in the community.

Draft

Infrastructure Branch

Objectives

- Using vulnerability information, capital improvement plans, local mitigation strategy information, cost-benefit and life-cycle analysis, etc., determine which impacted facilities should undergo short term temporary/immediate repairs versus long term adaptive reconstruction.
- Review mission essential functions to determine and monitor service priorities and appropriate levels of service in the long-term recovery phase.
- Identify and maintain information on federal and state programs and funds available to leverage local funds for pre-disaster mitigation and to implement both short-term and long-term infrastructure recovery plans; pre-assess eligibility requirements where possible to better position the County to take advantage in the immediate post disaster environment.
- Evaluate budgets to determine where significant impacts could/will occur.
- Evaluate County reserves and insurance to determine if sufficient to cover costs of a major event with funds available for matching federal grants and necessary cash flow.
- Develop strategy to maximize local funding options (Florida Infrastructure Bond, Municipal Bonds, CDBG and other grants/ donations) as match for federal assistance, as necessary.
- Evaluate a concept of a Centralized Grant Management approach and provide training to staff and/or contract with disaster financial specialists to manage grants and assistance.
- Ensure debris management and resource recovery operations are operational quickly, address the myriad of debris issues, and monitored carefully to insure issues such as air quality (e.g., asbestos) and potential debris contamination (chemicals, mold, etc.) are addressed
- Ensure debris management plans address additional contamination in coastal areas.
- Ensure transit routes facilitate transportation needs in the post disaster environment, including meeting the needs of displaced residents needing to get to jobs, school, services, etc. Ensure the Debris Management Plans sufficiently addresses the particular needs of agriculture, including removal of animal carcasses.

Draft

Natural and Cultural Resources Branch

Objectives:

- Ensure there is public information available for citizens on potential environmental or health impacts resulting from disaster, particularly, flood and wind events.
- Assess the impact to the natural environment and track the recovery progress.
- Identify projects as part of the recovery process to restore or enhance the natural systems.
- Incorporate the restoration of natural systems in the mitigation strategy.
- With the help of related departments and/ agencies, identify potential funding sources for land acquisition following a natural disaster.
- Following a disaster, work with partners including the private sector to offer incentives to property owners to use in accomplishing Strategy B4.1 during (re)construction and get the information to the public.

Draft

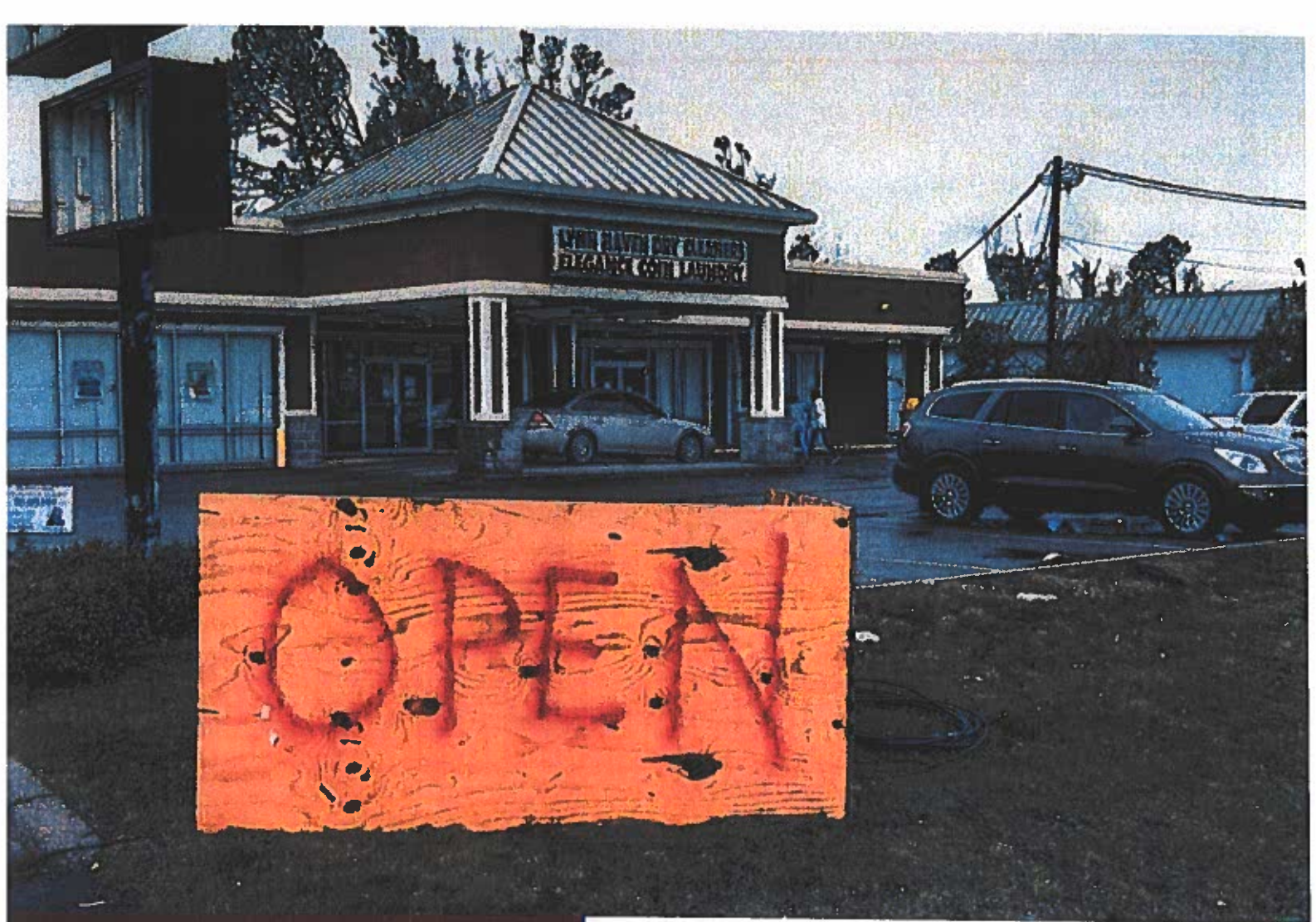
## Planning and Capacity Building Branch

### Objectives:

- Consider Transfer of Development Rights as an option to encourage relocation out of areas that are highly vulnerable to disaster hazards.
- Ensure minimum compliance in rebuilding of substantially damaged structures and new construction.
- Ensure property owners are aware of options to provide increased mitigation.
- Triage housing projects from Hurricane Michael damage assessment and repair, elevate, or demolish according to property condition and location.
- Complete acquisition of properties affected by Hurricane Michael and funded with HMGP grant.
- When preparing or reviewing redevelopment plans, include an analysis of hazard vulnerability when considering appropriate locations for increased densities and intensities.
- Post flooding events, using damage assessment and geospatial analysis, identify areas that have been repeatedly flooded or are significantly impacted by recent floods. Evaluate them for designation as "adaptation action areas" or for implementation of appropriate sea level rise adaptation strategies to ensure long-term mitigation.
- Maintain a list of archaeological and historic resources countywide in the GIS system.
- Develop and maintain a system to "flag" historically significant properties.
- Develop a resource toolkit for property owners with organizations, suppliers, etc. who can assist in the restoration and mitigation of historic properties.







Lynn Haven, Florida. Photo by Kenneth Wilsey

# Integrated Recovery Case Studies

---

Prepared

# 2018



# FEMA

AGENDA ITEM # \_\_\_\_\_

# Integrated Recovery Case Studies

## Purpose

This document provides an overview of federally supported disaster-recovery projects. Projects are organized under Recovery Support Functions — six key functional areas of disaster recovery: Economic Recovery, Health and Social Services, Housing, Infrastructure Systems, Natural and Cultural Resources, and Community Planning. Examples also showcase projects jointly funded by federal agencies and other sources, including philanthropic and private sector support.

<b>Economic Recovery</b>	<b>2</b>
Business Retention and Recovery in Tennessee	2
Workforce Development in Flint, Mich.	2
Helping Counties Better Compete for Rebuilding Contracts	2
Philanthropic Support for Small Business Recovery in Texas	2
Federal Funding for Grant Writing Workshops	2
Economic Recovery Support Post Disaster (Tornado)	3
<b>Health and Social Services</b>	<b>4</b>
Improving Hospital Resilience in Miami	4
Emergency Preparedness and Planning Workshop for Local Governments	4
Addressing Water Contamination in Puerto Rico	4
Federal Technical Assistance for Laboratory Support and Services	4
Improving Access to Disaster Recovery Funding	5
Increasing Resilience in the Childcare Sector	5
Mental Health Support for Communities Post-disaster	5
<b>Housing</b>	<b>6</b>
HUD Community Development (Section 108) Loan Program	6
Affordable Housing Developed through EPA Program	6
Housing Mitigation in Volusia County	6
Mixed Income Multi-Family Housing for Displaced Families in Galveston, Texas	6
Philanthropy Support for Housing Recovery	7
A Disaster Housing Prototype for Dense Urban Areas	7
Temp-to-Perm Housing Pilot in Texas	7
<b>Infrastructure Systems</b>	<b>8</b>
Integrating FEMA Public Assistance and Waterfront Revitalization	8
Projects Funded by FEMA Hazard Mitigation Grant Program	8
Drainage Projects in Florida	8
Use of EPA State Revolving Funds to Increase Water Systems Resilience	9
Beach Restoration in Florida	9
<b>Natural and Cultural Resources</b>	<b>10</b>
National Parks Service Disaster Recovery Support	10
NOAA Tools Help Communities Conduct Disaster Assessments	10
Federal Support for Cultural Institution Preservation and Restoration	10
Watershed Resiliency	10
Louisiana Disaster Recovery Alliance	11
<b>Community Planning Assistance</b>	<b>12</b>
Federal Support for Recovery Planning	12
Foundation Funding for a Local Recovery Planning Manager	12
Peer-to-Peer Disaster Recovery Planning Assistance	12
Long Term Recovery Training for Local Jurisdictions	13

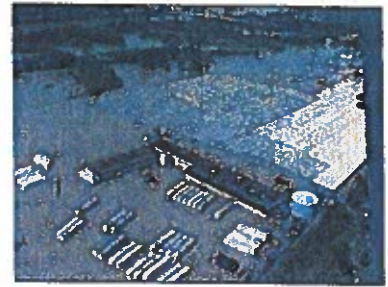


# Integrated Recovery Case Studies

## Economic Recovery

### Business Retention and Recovery in Tennessee

An Employer Retention Task Force of federal, state and local government partners built a compelling case that helped prevent the county's top employer from relocating. Floodwaters caused \$50 million in damages to A.O. Smith's water-heater production plant in 2010, resulting in layoffs of 1,335 employees. The company contemplated moving production to Mexico or other US plants which would cause almost \$200 million in loss of revenues to the county, region and state. The A.O. Smith board accepted a package of job training, tax incentives and federal, state and local aid totaling more than \$66 million to retain operations and 1,180 jobs in Ashland City, plus technical assistance to reduce risks. The state coordinated the task force's efforts to develop a number of retention packages in just five weeks.



### Workforce Development in Flint, Mich.

Through a National Dislocated Worker Grant, the U.S. Department of Labor is providing up to \$15 million toward employment-related projects, which include assistance with humanitarian and recovery efforts. The state received an initial \$7.5 million award it is using to provide Flint residents with temporary employment performing recovery-related activities as well as additional training and career assistance to help these individuals secure permanent employment.

### Helping Counties Better Compete for Rebuilding Contracts

Following Superstorm Sandy, the Economic Development Administration (EDA) and the Economic Recovery Support Function (RSF) sponsored two procurement roundtables with local business interests in New York. These events provided business owners in Brooklyn and Suffolk County an opportunity to learn how to better compete for local, state and federal rebuilding contracts. In New Jersey, EDA also partnered with FEMA and the New Jersey Department of Banking and Insurance to host a series of insurance industry roundtables. These roundtables convened whole community stakeholders to identify opportunities and actions to promote best practices in risk management for New Jersey businesses. The U.S. Department of Labor worked with state and local partners to identify available workforce system resources (e.g., disaster unemployment insurance, rapid-response services, national emergency grants) to support economic recovery.

### Philanthropic Support for Small Business Recovery in Texas

The Texas Small Business Rebuild Initiative is helping businesses and communities recover from Hurricane Harvey. This initiative is a partnership among Goldman Sachs, the Rebuild Texas Fund (a philanthropic collaboration between Michael & Susan Dell Foundation and Texas OneStar Foundation), and LiftFund (a nonprofit that provides small-business loans to companies that do not have access to capital from typical lending sources). This initiative provides zero-interest microloans (up to \$25,000) to small businesses hurt by Hurricane Harvey. Critical to the availability of this capital from a financial institution was the philanthropic contribution from the Rebuild Texas Fund to buy down interest and fund a portion of the loan loss reserve and guarantee. The Rebuild Texas Fund was able to leverage its \$2 million philanthropic investment into \$5 million of private-sector capital to help keep small businesses afloat during the critical early months of recovery.

### Federal Funding for Grant Writing Workshops

The EDA awarded the University of Puerto Rico-Mayaguez \$500,000 to design and conduct capacity-building workshops, providing specialized fundraising development assistance. The project was designed to serve at least 300 municipalities, nonprofits and government entities engaged in recovery efforts. Through meetings with small organizations taking part in business-incubator programs and local governments, EDA determined that a number of organizations were doing work that would qualify them for federal grants but were uncertain of the process for obtaining 501(c)3 status and a DUNS number, two key steps for receiving federal and state grants.

The grant-writing workshops were organized in three cycles. The first was designed to instruct small organizations in the two ways to request 501(c)3 status from the Internal Revenue Service. The second cycle covered how to obtain a DUNS



# Integrated Recovery Case Studies

number. A third instructed organizations and local government representatives on grant-writing tips, paying special attention to EDA grants. The University of Puerto Rico-Mayaguez scheduled 11 workshops throughout the fall of 2018. The first was held Aug. 17 in San Juan at the University of Puerto Rico Rio Piedras Campus. In total, 129 organization representatives attended. Most participants were not from the San Juan area and had traveled in some cases several hours to attend, demonstrating the unmet need for a such program. The last workshop will be completed Nov. 30. The grant-writing project was funded under the Bipartisan Budget Act of 2018, by which Congress appropriated to EDA \$600 million in additional Economic Adjustment Assistance (EAA) Program funds for disaster relief and recovery as a result of Hurricanes Harvey, Irma, and Maria, wildfires and other calendar year 2017 natural disasters under the Stafford Act.

## Economic Recovery Support Post Disaster (Tornado)

Arkansas experienced one of the deadliest tornadoes in its history in April, 2014, resulting in 91 injuries and 16 fatalities and destroying more than 70 percent of local businesses in the town of Vilonia. The storm damaged or destroyed 30 percent of businesses in neighboring Mayflower. Following the event, a team of federal subject-matter experts conducted an assessment to identify federal recovery programs available to support the affected areas and facilitate coordination among the local communities and state and federal partners. The Economic Recovery Support Function—led by the DOC Economic Development Administration—facilitated bi-weekly coordination meetings with local, state and federal partners to develop and apply a recovery strategy. These coordination meetings provided a critical platform for community members to connect and explore collaborative opportunities to support recovery. For example, the University of Arkansas developed new urban designs for Mayflower and Vilonia based on the communities' visions for rebuilding. The University of Central Arkansas provided training and analytical support to help the towns in their economic recovery planning. EDA grant funding supported the hiring of a dedicated, full-time local disaster recovery manager as specifically envisioned in the Recovery Framework. This manager and a small support team coordinated long-term recovery planning for Vilonia and Mayflower throughout 2015, ensuring local priorities were at the forefront by reporting directly to the mayor of each town.



A rendering from the Mayflower Town Center Plan

# Integrated Recovery Case Studies

## Health and Social Services

### Improving Hospital Resilience in Miami

The main campus of Mount Sinai Medical Center—Miami Beach's only hospital—sits on a barrier island, prone to flooding and hurricane damage. In 2005, the hospital enhanced wind resiliency on seven buildings and placed two generators 30 feet above the flood plain in a building that can withstand winds of 180 mph. The total cost for these projects was nearly \$30 million. Funding included a \$22 million grant from FEMA. In 2017, Hurricane Irma's damaging winds swept across Florida. Mount Sinai Medical Center reported no major or significant damage to its facilities and infrastructure.



Mt. Sinai Medical Center Wind Retrofit Project 2005 Miami, FL

### Emergency Preparedness and Planning Workshop for Local Governments

In coordination with FEMA, the Health and Social Services Recovery Support Function held a workshop on Emergency Preparedness and Management Planning April 30, 2018 in Puerto Rico. Approximately 84 people representing public, private nonprofit and for-profit entities attended. The workshop provided information to healthcare facilities on FEMA Public Assistance category B versus Category E eligibility and mitigation funding, FEMA's plans to provide communications equipment (e.g., satellite and short-wave radio telephones) to healthcare facilities and recommendations for preparedness (e.g., cistern volume, generator fuel volume and maintenance, access to water, food and transportation, staffing plans, etc.). The workshop triggered the need to proactively look at how ready healthcare facilities were for the next hurricane season. FEMA requested specific information on capacity and capability metrics and communication-equipment needs. This information was obtained and shared with FEMA. As a result, the Communications Sector started mapping potential healthcare communications hubs and type of communications equipment to be distributed along with training.

### Addressing Water Contamination Issues in Puerto Rico

The Health and Social Services Recovery Support Function provided expert/advisory support to the Puerto Rico Department of Health in identifying and building strategies to address public health and environmental health vis-a-vis risks associated with the non-municipal water systems. The RSF collaborated with EPA Power Up and Repair Group working on providing generators to non-municipal water systems in damaged communities, developed a tool to calculate needed chlorine tablets (and cost) for non-municipal community wells (initial cost, and monthly operational cost), and developed a distribution map of disinfection status in non-municipal facilities to help the health department coordinate efforts and help prioritize communities with lack of disinfection.

### Federal Technical Assistance for Laboratory Support and Services

The Health and Social Services Recovery Support Function HSS RSF provided expert support and technical assistance to the Puerto Rico Division of Environmental Health and Laboratories (PRDOH) to assess, design and coordinate the re-establishment of services. The HSS RSF assisted the PRDOH with the completion of structural assessments of all 62 critical facilities by industrial engineers. This assistance included the submission of cost estimates, providing PRDOH with tools to increase laboratory capacity and provide life-saving diagnostic testing support for tuberculosis and leptospirosis, and surveillance testing for influenza. In collaboration with CDC, HSS provided technical assistance with PRDOH's application for CDC Supplemental Proposed Projects funding for vector surveillance and control activities to increase capacity of regional offices. The PRDOH Central Lab was re-certified involving the replacement and procurement of reagents and equipment damaged by Hurricane Maria.

# Integrated Recovery Case Studies

## Improving Access to Disaster Recovery Funding

The Health and Social Services Recovery Support Function provided direct technical assistance to individual agencies, facilities and communities to help articulate post-disaster recovery needs and work with FEMA, USDA, HHS's Substance Abuse and Mental Health Services Administration, Centers for Disease Control and Prevention, Department of Veterans Affairs, Government of Puerto Rico, nonprofits and other resource providers to address recovery barriers, communication issues, and to support the receipt of necessary resources for recovery. Facilities targeted include private nonprofit health care and social services facilities, PR Department of Health, PR Department of the Family, PR Department of Education, hospitals, federally qualified health centers, nursing homes, clinics, individual medical providers, healthcare associations and social services organizations that support the needs of vulnerable populations. Based on preliminary reports, HSS RSF actions supported over 161 facilities and providers to gain access to resources.

## Increasing Resilience in the Childcare Sector

After Hurricane Irma, The Health and Social Services Recovery Support Function organized and planned the Awareness and Mitigation of Environmental Health Hazards in Child Care Programs training in Miami-Dade and Monroe Counties. Dr. Robert Geller from the Emory University School of Medicine presented the training to the Miami-Dade/Monroe County Early Learning Coalition (ELC). The training provided information and instruction for ELC affiliates to enhance and/or engage efforts to prepare, prevent and respond to environmental hazards for children receiving care at their facilities.

HSS RSF developed an emergency planning training for childcare providers. The course, "Introduction to Emergency Preparedness and Recovery Planning for Child Care Providers", includes four training modules: 1) Identify Your Risks and Hazards; 2) Impacts of Disasters on Children; 3) Best Practices for Recovery Planning in Child Care; and 4) Recovery Planning for Child Care Centers.

## Mental Health Support for Communities Post-disaster

The 2013 flood in Colorado damaged more than 17,000 homes and affected thousands of livelihoods. Recognizing that disasters have more than physical consequences, Colorado officials, with support from FEMA and The Health and Social Services Recovery Support Function's Substance Abuse and Mental Health Services Administration (SAMHSA), provided counseling and disaster case-management programs to address the mental-health needs of affected communities. For example, Colorado and SAMHSA activated disaster-related distress helplines that provided immediate crisis counseling to survivors. In Boulder County, the local flood recovery group distributed a bilingual resource guide to survivors on flood recovery that highlighted available mental-health services and resources. For individuals with financial limitations, the group implemented a voucher program to help flood survivors receive mental-health and counseling services. By summer 2014, the group distributed more than 200 vouchers to families and individuals in the community.



# Integrated Recovery Case Studies

## Housing

### HUD Community Development Loan Program

The HUD Section 108 Loan Guarantee Program provides communities with a source of financing for economic development, housing rehabilitation, public facilities and other physical development projects, including improvements to increase their resilience against natural disasters. Section 108 offers state and local governments the ability to transform a small portion of their Community Development Block Grants into federally guaranteed loans large enough to pursue physical and economic revitalization projects for entire neighborhoods. In 2015, Kansas City, Mo., proposed to use the Section 108 to develop affordable housing units at the former Faxon School. Faxon School Apartments, LLC, would use \$1.3 million in Section 108 guaranteed loan financing to convert the building into 46 affordable rental housing units for seniors. The project is part of a replacement project for the former Seven Oaks Apartments complex which was demolished in 2004, and the city will use CDBG funds for an additional component of the replacement project.

### Affordable Housing Developed through EPA Program

Since the beginning of 2004, the affordable housing market in West Palm Beach has been significantly decimated due to condominium conversions and hurricanes. The Housing Trust Group of Florida LLC, was able to provide one solution to this problem through the conversion of a former golf course into a site for much-needed affordable housing. The Palm Beach Lakes Golf Course was closed in 1996 after almost 30 years of operation. High concentrations of arsenic in the soil, surface water, and ground water contaminated the property as a result of many years of fertilizer, herbicide, and pesticide use. Funded by an \$800,000 EPA Brownfields Revolving Loan Fund loan, cleanup activities began in Dec. 2003 and included the excavation and removal of contaminated soil. By Feb. 2005, all cleanup activities were completed. Institutional controls in the form of a deed restriction prohibited the use of ground water for any purpose are required for the property.

Key accomplishments with the program:

- Leveraged approximately \$30 million in public and private funding through sources such as revenue bonds, tax credits (low-income and voluntary cleanup) and a sales-tax rebate.
- Resulted in 264 multi-family apartments for low- and moderate-income families.
- Considered a model in the state of Florida for the use of Voluntary Cleanup Tax Credits (VCTC).
- First Brownfields affordable-housing project to be funded by the Housing Finance Authority.

In June 2004, redevelopment started on the Malibu Bay property and by fall 2005, 264 apartments became available for low- and moderate-income families. As of March 2007, the high-density residential development was completely rented with a waiting list. The project significantly spurred redevelopment nearby, including the construction of market-rate condominiums and town-homes, retail shops, restaurants, and plans for a hotel and more residential development. Because of the Malibu Bay development's success, housing organizations throughout the state are more willing to finance Brownfields projects including those with an affordable housing component.

### Housing Mitigation in Volusia County

According to analysis results, 22 building modification and wind projects in Volusia County avoided \$3.3 million in damage and relocation costs, mitigating losses at 51 structures. Considering that these projects are wind retrofit, acquisition, elevation and second-story conversion projects, this is a high number of residences protected by mitigation. In fact, 75 percent of the county's affected mitigation projects are acquisition efforts which eliminate risk by removing structures from the flood zone. Volusia County's average Return on Investment for projects that avoided damages for DR-4283 is 30 percent due to the expense of acquiring and demolishing structures.

### Mixed Income Multi-Family Housing for Displaced Families in Galveston, Texas

Developed by St. Louis-based McCormack Baron Salazar in partnership with the Galveston Housing Authority, two new mixed-income housing developments — The Villas on the Strand and The Cedars at Carver Park — have been completed, overcoming years of opposition and a lawsuit from a local group concerned about mixed-income housing. The 160-unit Villas on the Strand is in Galveston's East End neighborhood. It includes 82 affordable and 78 market-rate

# Integrated Recovery Case Studies

units. The 122-unit Cedars at Carver Park is just west of downtown and includes 63 affordable and 59 market-rate units. A portion of the units at both properties is reserved for public housing families returning to Galveston. MBS' nonprofit partner, Urban Strategies, was able to reconnect with approximately 150 displaced households with 49 of them deciding to return by the end of June.

## Philanthropic Support for Housing Recovery

The Rebuild Texas Fund, created by the Michael & Susan Dell Foundation after Hurricane Harvey hit Texas, supports recovery and rebuilding in addition to immediate relief efforts. The foundation, in collaboration with the OneStar Foundation, led the charge to raise \$100 million for the Rebuild Texas Fund. The fund supports organizations that provide services in six focus areas: community and economic development; health; housing; education and childcare; transportation and workforce; and capital for rebuilding small businesses. The Michael & Susan Dell Foundation is underwriting the cost of the Rebuild Texas Fund program team to ensure that 100 percent of all donations go to benefit affected communities. The OneStar Foundation has a 40-year legacy of supporting the nonprofit sector and local communities in Texas including during times of disaster. The distribution of funds, immediate relief versus long-term recovery and rebuilding, is informed by the needs on the ground and the amount of money raised. The fund focuses on stabilizing the many families that have been devastated by Hurricane Harvey. Every penny donated goes to relief, recovery, and rebuild efforts.

## A Disaster Housing Prototype for Dense Urban Areas

New York City built and tested a post-disaster housing prototype for residents who may lose their homes as the result of a disaster such as a catastrophic coastal storm. Through the Urban Post-Disaster Housing Prototype Program, the city created a multi-story, multi-family interim housing solution that will work in urban areas across the country. Interim housing is post-disaster housing. It is used after emergency sheltering, and before those affected by a disaster can move into housing they can sustain without post-disaster aid. The prototype can accommodate several families in a single, multi-story building. USACE provided support for the assembly of the prototype in Brooklyn to learn more about the logistical and administrative challenges of rapidly deploying manufactured housing units inside the city. The program is funded and administered by the municipal and federal agencies (FEMA and USACE).



## Temp-to-Perm Housing Pilot in Texas

The Rapido Pilot program utilizes and tests a temporary-to-permanent housing strategy that deploys a temporary housing unit to a family's property. Through collaboration with the family, designers, architects and local contractors, the unit is expanded and customized to meet each family's needs. Project partners (CDCB, bcWorkshop, LUPE, ARISE and Texas A&M University) and experts began the demonstration project in early Jan. 2014 and in addition built 20 houses. Project partners and technical advisors met every month to discuss and assess project progress and any applicable policy implications.



The Rapido Housing Concept, if implemented in Florida, could see the overlap of FEMA IA, HMA, EDA, and HUD's CDBG-DR. It could utilize Florida wood products to produce components in a central location that could be shipped and assembled on-site, initially for temporary shelters that could be converted into permanent housing. A Florida economic training program and the state of Florida, using the U.S. Department of Labor Humanitarian Workforce Training Program, could provide construction skills training as a part of the initiative. Area foundations and banks, through the Community Reinvestment Act, could provide funding towards the initiative. Training centers could provide the needed venue for workforce training in this initiative and for overall skill development in high-demand occupations.

# Integrated Recovery Case Studies

## Infrastructure Systems

### Integrating FEMA Public Assistance and Waterfront Revitalization

Hurricane Ivan caused significant damage to the Pensacola waterfront and downtown area in the fall of 2004. Several weeks after the hurricane, a proposal was presented to the city to develop a tract of land that was owned by the city on the waterfront, immediately adjacent to downtown. This proposal, on property known as the Trillium property and eventually titled Maritime Park, had been underway for some time prior to the hurricane but was not completed and made public until after the disaster. Key components of the proposal included a Maritime Museum and research center in partnership with the University of West Florida, a multi-use sports stadium, waterfront access, parking garage, linear park, a conference center, and office development.

Funding for the project required a public/private partnership with a little less than half coming from the private sector, including donations and the University of West Florida, with a little more than half coming from the public sector. In an attempt to create a more significant impact and foster projects that were linked in an overall recovery strategy, the FEMA community recovery support team analyzed Public Assistance Projects in the area and undertook field surveys of the entire waterfront and downtown area. Several Public Assistance projects were identified along the waterfront and in close proximity to the proposed Maritime Park project. Linking the Maritime Park development with projects that were either planned and funded or would be receiving Public Assistance funds for restoration created an overall recovery strategy for the waterfront area.

Several other potential projects were identified through fieldwork and the community involvement process.

- Revitalization of the Seafood District, within a quarter mile of the Maritime Park proposal, received significant damage from the hurricane. The project had the potential to increase access to the local market to sell seafood and related goods directly.
- Development of residential lofts, high-rise dwellings, apartments, etc., had been a goal of the city for several years.
- Streetscape Improvements to better link downtown elements to the waterfront
- Civic Center/Convention Center Expansion on the edge of downtown. Plans were in place for expansion of this facility.
- Expansion of Saenger Theater in downtown Pensacola. This historic facility attracted people to the downtown for performances, providing customers for the arts groups and for the downtown restaurants and retailers.

These individual projects were linked together as the Historic Waterfront Development and Revitalization Strategy for the local recovery plan.

### Projects Funded by FEMA Hazard Mitigation Grant Program

After nearly 400 homes in Oakland Park, Florida, were significantly damaged by rain and high tides in 2012, city officials sought solutions to prevent future flooding. In 2015, a new drainage project was completed with \$5.4 million from FEMA's Hazard Mitigation Grant Program. The project included installing drainage catch basins on targeted streets and a pump station with four pumps, two control gates, a floodwall and a wetland area. Despite high tidal surges and high canal levels in Sept. 2017 when Hurricane Irma hit the area, no floodwaters entered homes in the communities served by the new system.

### Drainage Projects in Florida

Drainage projects by nature have high ROI because projects benefit so many structures. Six drainage projects effectively mitigated precipitation flooding from Hurricane Matthew: two projects in Brevard County, and one project each in Duval, Flagler, Martin, and Volusia counties. Together, the six projects protected 4,338 structures and avoided \$77 million in damage and displacement costs. The average ROI for the six drainage projects is over 400 percent for Hurricane Matthew. ROI does not include an estimated value of mitigating future rain events. Many local officials reported that drainage projects menaced by surge or riverine flooding during Hurricane Matthew helped convey water more swiftly than it would have on its own and considered it a mitigation success.





# Integrated Recovery Case Studies

## Natural and Cultural Resources

### National Parks Service Disaster Recovery Support

Category 5 Hurricane Maria severely damaged the historic fortifications at San Juan National Historic Site and forced closure. Since that time, the National Park Service has been working to repair and restore the site and to ensure that facilities are safe for visitors and employees. The NPS is an important tourism factor in Puerto Rico, generating more than \$100 million in economic activity every year for the island. In 2016, more than 1.4 million people visited NPS sites in Puerto Rico, spurring more than \$85 million in visitor spending. The 1,065 jobs the park visitors supported created more than a \$100 million in economic output and \$40 million in income. "For over 400 years, Castillo San Felipe del Morro has stood as guardian and symbol of Puerto Rico's heritage, and it's also a major tourism attraction for visitors from all over the world" said Secretary of the Interior Ryan Zinke. "I'm incredibly proud of the National Park Service and entire Interior family who have been working nonstop to reopen this important cultural and tourism attraction. Part of rebuilding communities means rebuilding revenue streams so folks can get back to work, earn a living, and care for their families. The National Park Service will continue to work closely with the people of Puerto Rico to restore life into this vibrant community."

### NOAA Tools Help Communities Conduct Disaster Assessments

Recent advancements in technology have enabled the rapid collection and analysis of data showing the impacts of disasters on natural and cultural resources. Scientists frequently use remote sensing technology to measure effects on natural resources by comparing areas before and after disasters. This type of analysis is particularly useful for coastal communities affected by hurricanes. NOAA offers a variety of tools to these communities, including high-resolution maps created using a laser-based remote sensing technology known as LiDAR to assess beach erosion, island breaching, and coastline elevation changes. NOAA also developed the Environmental Response Management Application, an online mapping tool that integrates environmental sensitivity maps, ship locations, weather, and ocean currents. The U.S. Geological Survey also uses this technology to immediately collect storm surge and peak flow data, and is developing tools to monitor erosion patterns to inform coastal erosion models.

### Federal Support for Cultural Institution Preservation and Restoration

In Sept. 2012, Hurricane Sandy struck the northeastern United States, resulting in at least 233 deaths and damage estimated at over \$70 billion. The Smithsonian provided conservation expertise and equipment to help New York City museums and performing arts institutions affected by the storm. Smithsonian conservation experts assessed damage at the Martha Graham Dance Company in New York, whose important collections of theatrical sets, many designed by Isamu Noguchi, as well as costumes and ephemera, were flooded for several days. Working closely with staff and volunteers from the American Institute for Conservation, the materials were either removed and freeze-dried or removed to a warehouse for air-drying. The Smithsonian supported transportation of the paper collections and arranged for freeze-drying (for mold mitigation) with BELFOR USA on a pro bono basis. The collections have since been stabilized and returned to the Martha Graham Dance Company.

### Watershed Resiliency

Louisiana realized they must evaluate how the state manages the immense amount of water that moves across the state annually in order to better prepare for and manage disasters. Flooding in March 2016 resulted in 27,779 structures inundated, and the subsequent August flooding saw 189,212 structures inundated, resulting in the fourth largest flood loss event in FEMA history.

The Louisiana Resilience Recovery (LARR) initiative brought together resilience and mitigation partners to build regional watershed coalitions in Vermilion, Amite, and Ouachita watersheds. LARR collaborated with the Louisiana Office of Community Development, the Governor's Office of Homeland Security & Emergency Management, and planning commissions to build regional watershed coalitions beyond jurisdictional boundaries. LARR is the catalyst program for the Louisiana Watershed-Based Floodplain Management Program. Louisiana was awarded \$1.2 billion in CDBG allocation to build a statewide watershed coalition, implement resiliency projects, and fund statewide hydrology and hydraulic modeling. LARR supported jurisdictions at the watershed level to integrate recovery, resilience and mitigation



# Integrated Recovery Case Studies

through a robust team of subject-matter experts from FEMA providing administrative and technical capacity. The LARR Pilot is based on three innovations:

- 1) *Watershed-based Regionalism*: Because water does not recognize jurisdictional boundaries, resilient flood recovery was strengthened by developing strategies at the watershed scale. The pilot simplified shared goals and approaches for participating communities within each selected watershed to work together. This collaboration magnifies community flood resilience efforts of participating jurisdictions while avoiding the inadvertent increase of flood risk for neighboring communities. The Louisiana Watershed Resilience Study provided a wealth of information to inform recovery efforts. The 1,800-page study spans 38 data sets and 800 accompanying GIS products for 22 watersheds across the state.
- 2) *Resilient Recovery Task Force*: The pilot coordinated the delivery of integrated recovery and hazard mitigation support through a task force made up of SMEs who provided services to participating communities within each pilot watershed. Services were delivered through a phased watershed-by-watershed approach. To staff this effort, some SMEs were geographically located in Louisiana directly supporting coordination activities while other capabilities were supported in a virtual or episodic fashion.
- 3) *Building State Capacity*: Initial federal support augmented state capacity to build a process that was fully adopted and resourced by the state in 2018 and then expanded to other watersheds.

The Vermillion Watershed was the first. Eight parish presidents, recognizing the importance of working together on the areas of highest risk, pooled HMGP dollars to drive down their shared risk and established a process to prioritize mutually beneficial projects. The Acadiana Planning Commission (APC) took the coordination lead for the parish presidents, assuming the financial responsibility of receiving and disbursing the \$25 million in pooled HMGP dollars. The APC worked with the presidents to establish a Technical Advisory Board that would create a process for evaluating and selecting risk-reduction projects. To support this work, APC wrote and received an EDA grant for a local disaster recovery manager to guide the work. The Technical Advisory Board worked with the municipal planning organization's evaluation matrix to select resiliency/risk reduction projects for consideration by the Technical Advisory Board. Twenty-two projects were submitted. The board used the evaluation matrix to score the projects. After a public meeting and input, the APC Board approved 12 of 22 submitted projects, totaling \$25 million. One project included the design and implementation water gages for the Vermillion Watershed. These gages gather the data needed for hydrology and hydraulic modeling of the watershed.

## Louisiana Disaster Recovery Alliance

In 2016, Louisiana Disaster Recovery Alliance (LDRA) formalized the first state-led permanent, collaborative philanthropic effort to promote a disaster-resilient future. LDRA helped inform the challenges faced in Louisiana surrounding recurrent disasters, flood risk, climate-change adaptation, and the need to reduce vulnerability and increase the resiliency of the residents of Louisiana. The governor of Louisiana supported the establishment of the Louisiana Philanthropic Initiative and invited philanthropic participants to make commitments of how they planned to contribute to this statewide collaborative effort including the creation of a steering committee to advise the process and to encourage foundation representative participation in the alliance. The steering committee advises the award process, decides on the establishment and location of a joint fund, and determines how progress towards goals are to be monitored. At the end of the first year of their tenure, LDRA raised \$250,000 for recovery. FEMA helped to analyze potential funding shortfalls specific to housing needs in the communities with which it has long-term community engagement. FEMA partnered with HUD to provide housing shortfall information.

# Integrated Recovery Case Studies

## Community Planning Assistance

### Federal Support for Recovery Planning

*Colorado:* Catastrophic flooding caused extensive damage to private property (homes and businesses) and public property (buildings, utilities, roads, bridges, and other infrastructure) in Lyons in Sept. 2013. The town holds elections in November every two years for the entire governing body. The sitting Board of Trustees wanted to leave clear citizen direction for recovery for the incoming trustees when they organized in January following the election. FEMA's Community Recovery Planning Support team supported the work of eight citizen groups that focused on topical recovery issues. The working groups were allowed eight weeks by the Board of Trustees in which to organize, identify recovery issues, research potential solutions, and make recommendations for actions. Lyons' working groups created a table-based list of recovery projects entitled the Lyons Recovery Action Plan. The table indicated who was expected to be responsible for carrying the project, the timeframe for completion, estimated cost, and the recovery priority. The American Planning Association provided a Community Planning Assistance Team composed of volunteer planning, design, and engineering professionals that targeted hazard-mitigation issues related to the town's recovery. The University of Colorado College of Architecture and Planning graduate student planning studio documented the process and created the publication that is used by the Town of Lyons for recovery guidance.

*Iowa:* After a tornado hit Parkersburg in May 2008, FEMA brought in a team of agency specialists skilled in long-term community recovery to help envision ways to rebuild damaged areas and boost the community overall. The group enabled discussions to help identify the most critical recovery needs and then prepared a written plan to help the community keep things on track. Quickly, two key goals emerged: Rebuild the destroyed high school as soon as possible, and bring back damaged playgrounds within one year. In August 2009, a new \$19-plus million campus for grades 9-12 opened for the school year. The new school hosts many state-of-the-art learning features, was built with one essential element – a tornado safe room – and boasts an outdoor athletic complex.

### Foundation Funding for a Local Recovery Planning Manager

*Alaska Flood Recovery :* In 2013, a major flood rose in Galena. Approximately 90 percent of the structures in the city were either damaged or destroyed. Culverts, roadways, and a number of community facilities were wrecked as well. To support the recovery planning, the council hired a Local Disaster Recovery Coordinator (LDRC), a two-year position funded by the Alaska Department of Homeland Security & Emergency Management. The LDRC recruited community backers to support the recovery process locally and to form a local Recovery Planning Committee. From the initial list of 200 projects, the LDRC and the Recovery Planning Committee prioritized the top 30 items. Plans were developed in partnership with the LDRC and the community on the Recovery Planning Committee. Five priority goals emerged:

1. Improve energy generation and efficiency.
2. Reduce risks to life and property.
3. Improve housing quality.
4. Increase the number of leaders and skilled workers.
5. Develop models for economic growth.

These priority goals formed the structure of the recovery effort. Galena officials and community backers from the Recovery Committee organized the projects under these five priorities, and the IRC partners supported project implementation with technical assistance, identifying funding or resources, and assisting with building capacity so that federal and state program opportunities could be leveraged.

### Peer-to-Peer Disaster Recovery Planning Assistance

Peer-to-peer learning is one of the most effective ways of helping communities prepare for recovery before a disaster or to spring to action post-disaster. In Oct. 2013, a group of Puget Sound leaders and planners involved in the Oso Mudslide Recovery traveled to Louisiana to meet over the course of four days in four locations throughout the region to learn from the recovery experiences of state and local leaders. St. John the Baptist Parish conveyed their successes and lessons learned from recent experiences implementing their recovery planning and management approach following Hurricane Isaac. The parish worked with state and federal partners to apply elements of the National Disaster

# Integrated Recovery Case Studies

Recovery Framework at the local level. Recovery managers involved with the 2014 landslide in Oso, Wash., credited skills learned during this peer-to-peer visit with helping set the stage for a successful recovery operation.

## Long Term Recovery Training for Local Jurisdictions

On Feb. 2, 2018, FEMA staff delivered *Implementing and Managing Long-Term Recovery: A Training for Local Governments* to eight senior members of the Monroe County, Florida, government staff. Students included the assistant county administrator, finance director, human resources director, strategy manager, housing authority director, and health and human services manager. Also participating were representatives from the local chamber of commerce, a low-income housing nonprofit, and a community foundation. Five Monroe County-based FEMA employees and one FEMA VAL/Philanthropic Advisor were in attendance. There were two major ways in which the group benefited:

- **Identified Blind Spots:** Participants learned the areas in which they needed more in-depth training such as in how to hire contractors and in grants management and compliance.
- **Recovery Staffing Plan:** The class received a work-plan template to help them structure the staffing portion of their recovery operations, including: which responsibilities could be assigned to existing employees, which required new employees, who among current staff needed to be trained to take on new responsibilities, and what areas could volunteers be recruited to undertake.







FEMA

# Information Sheet

## National Disaster Recovery Framework, Second Edition

In the days and weeks after a disaster, a range of work begins to get the affected community back on its feet and rebuilding stronger, smarter and safer.

The **National Disaster Recovery Framework (NDRF)** provides context for how the whole community works together to restore, redevelop, and revitalize the health, social, economic, natural and environmental fabric of the community.

For a copy of the NDRF, visit:

<http://www.fema.gov/national-disaster-recovery-framework>.

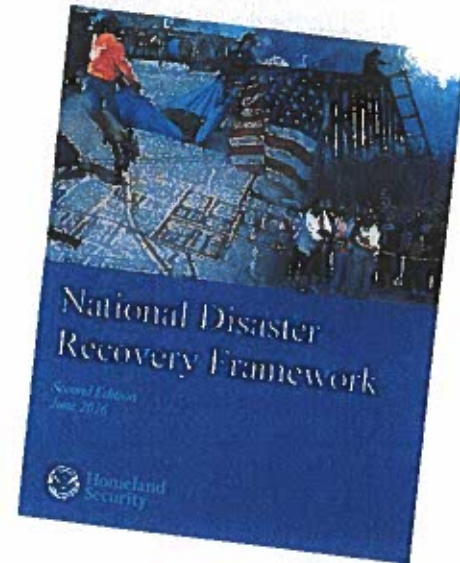


Exhibit 1: Cover of the *National Disaster Recovery Framework, Second Edition*

### Focus on Coordinated Recovery

The Recovery mission area covers the core capabilities necessary to help communities recover from a disaster.

While the Response and Recovery Frameworks are related, they involve different activities. For example, response efforts focus on stabilizing the situation by saving lives and property and meeting basic human needs. Recovery efforts focus on how best to restore, develop, and revitalize the health, social, economic, natural, and environmental fabric of the community and often begins while response is still occurring. The NDRF also emphasizes pre-disaster and post-disaster planning.

### Whole Community Approach

The Frameworks follow the whole community approach to preparedness, which recognizes that everyone can contribute to and benefit from national preparedness efforts. This includes individuals and families (including those with disabilities and others with access and functional needs), businesses, community and faith-based groups, nonprofit organizations, and all levels of government.

*FEMA's mission is to support our citizens and first responders to ensure that as a nation we work together to build, sustain, and improve our capability to prepare for, protect against, respond to, recover from, and mitigate all hazards.*

### What's New?

The updated National Disaster Recovery Framework (NDRF) incorporates critical edits in the refreshed National Preparedness Goal, including lessons learned from real world events and continuing implementation of the National Preparedness System. Other edits include:

- A complete format revision to align with the other four Frameworks
- Increased focus on Recovery's relationship with the other four mission areas
- Updated Recovery Support Functions (RSFs) to reflect changes in Primary Agencies and Supporting Organizations
- Additional language on science and technology capabilities and investments for the rebuilding and recovery efforts.

## About the Frameworks

The National Planning Frameworks describe how the whole community works together to achieve the National Preparedness Goal:

*A secure and resilient national with the capabilities required across the whole community to prevent, protect against, mitigate, respond to, and recover from the threats and hazards that pose the greatest risk.*

The NDRF is one of the five documents in the suite of National Planning Frameworks. Each one covers preparedness mission area: Prevention, Protection, Mitigation, Response, or Recovery.

Each of the Frameworks:

- Explains the purpose of the document, including the guiding principles and scope of mission area.
- Summarizes the roles and responsibilities of each part of the whole community.
- Defines the mission area's core capabilities, along with examples of critical tasks for each capability.
- Lists a sampling of coordinating structures – either new or existing – that enable the effective delivery of the capabilities.
- Identifies relevant planning assumptions required to inform the development of interagency operational plans and
- Provides information that local, state, tribal, territorial governments and private sector partners can use to develop or revise their plans.

To see all of the frameworks, visit <http://www.fema.gov/national-planning-frameworks>

## Recovery Core Capabilities

Core capabilities are the distinct elements needed to achieve the National Preparedness Goal. The National Disaster Recovery Framework describes each of its eight core capabilities and lists critical tasks for each one. The capabilities with critical task examples are listed below. To see all critical tasks, download the NDRF at <http://www.fema.gov/national-planning-frameworks>.

- **Planning.** Convene the core of an inclusive whole community planning team, identified pre-disaster, which will oversee the disaster recovery planning process and activities to reduce recovery risk and increase resilience.
- **Public Information and Warning.** Manage expectations through clarity, accuracy, and transparency.
- **Operational Coordination.** Lead, coordinate, and drive the recovery process.
- **Economic Recovery.** Share, aggregate, and integrate economic impact data to assess economic issues and identify potential inhibitors to fostering stabilization of the affected communities.
- **Health and Social Services.** Identify affected populations, groups, and key partners in recovery.
- **Housing.** Assess preliminary housing impacts and pre- and post-disaster needs, identify available options for temporary housing, and support the local development of the plan for permanent housing.
- **Infrastructure Systems.** Facilitate the restoration of and sustain essential services (public and private) to maintain community functionality.
- **Natural and Cultural Resources.** Implement measures to protect and stabilize records and culturally significant documents, objects, and structures.

*FEMA's mission is to support our citizens and first responders to ensure that as a nation we work together to build, sustain, and improve our capability to prepare for, protect against, respond to, recover from, and mitigate all hazards.*

Parks and Recreation Director Jim Ponek worked with the PCB Convention & Visitor's Bureau and had to make the hard call to cancel some events, like Thunder Beach. Ball seasons were also cancelled or cut short. It was a necessary fallout from the hurricane.

Relief efforts for fire and police lasted for weeks, as agencies worked on the county and state level helping orchestrate the response of incoming agencies from the Bay County Emergency Operations Center.

Citywide, employees stood up the beach, and reached across the bridge with the support of the mayor and City Council.

"Many of our guys lost homes but they stepped in for the public good," Morgan said. "We have the ability to help and you allowed us to help. And to the public, I'd like to say we are damned proud to serve you and very proud to be a part of this community."

Thomas said it is a good thing for the entire county that the beach was spared, saving jobs for the community and allowing some left without jobs to join sister stores on the beach. But he knows with less businesses able to reopen, the county will suffer significant tax loss for months.

Still, especially in adversity, people come together and the county has a commuter population – many living on one side of the bridge and working on the other.

"The bridge may be seen as a big dividing line, but this was never about east versus west," said Mayor Thomas. "It was always about everybody helping each other."

communities and sent food, donations and other resources their way. As the City was standing up, more and more people came to the beach. We experienced heavy traffic on Panama City Beach Parkway and Front Beach Road.”

PCB Police loaned its mobile command center to the City of Springfield and provided security there for one of the hardest hit areas susceptible to looting, and they set up their own command center in the Target parking lot on 23<sup>rd</sup> Street.

Officers on this side of the bridge continued to maintain order, enforcing the curfew and patrolling neighborhoods to prevent the looting of homes and businesses, whose owners may have evacuated. They also provided security and assistance at the shelters, set up at Surfside Middle School, Breakfast Point Academy and Arnold High School.

One of the City’s most critical issues right after the storm was potable water. Utility workers were frantically repairing and shutting off water lines due to dozens of leaks, especially farther east so as not to compromise water flow island-wide.

“We had major breaks and we were hemorrhaging a lot of water and ran out on the east end,” said Utilities Director Al Shortt.

The City gets its water from Bay County and countywide the system was severely damaged, although the City does have 25 million gallons of water in storage. Shortt drove to the county Emergency Operations Center to talk to officials about diverting water from a pumping station at Econfinia Creek. This proved the most effective way of keeping water on the west end of the island. Most beach residents were without water for one to three days.

Street department workers spent the first month after the storm with hardly a day off. Downed trees and other yard debris were piled in front of almost every house. As their trucks rattled through neighborhoods, residents dragged more debris from their backyards. Sometimes it took three passes to pick up all yard debris for a single resident. The City also opened a drop-off point for residents to take their own yard and construction debris.

Public Works also inventoried lost or damaged public signage and Building and Planning identified all damaged signs at private businesses. Because so many fences were down and backyards were exposed, calls increased to Code Enforcement.

Because Panama City Beach was the only City with operating telephones, volunteers from throughout the U.S. connected with the beach; donations came pouring in, and most of those donations City employees took across the bridge in the areas of greatest need.

Right after the hurricane, the police station housed police families, including young children, in bunk rooms. Employees’ pets were housed in the jail area. Police also set up a general store made up of donations, which were accessible to all employees. A former police chief from Geneva County, Alabama, brought a team that provided three meals a day for employees. Most of the food was donated.

Frank Brown Park operated almost as an independent city for Gulf Power workers, with shower facilities and other services. The Boys and Girls Club was relocated to the Lyndell Center as a result and workers spend hours clearing debris from Aaron Bessant Park, Gayle’s Trails and other neighborhood parks. Repairs were also necessary at the Russell-Fields Pier as well.



wet carpet in employee homes in Lynn Haven. Code enforcement officers drove to Callaway to the address of a trapped family with unmet medical needs. A payroll clerk fielded hundreds of telephone calls from residents who had evacuated, out-of-state residents desperately searching for family and friends, national news media, tourists and families with second homes at the beach.

Hundreds of City employees became those first to respond, doing what they could to first, help our own beach residents, then moving eastward to unincorporated Bay County, then across the bridge to Parker, Springfield, Callaway, Lynn Haven, Southport, Fountain and Mexico Beach. Many were armed with chainsaws and cut their way through neighborhoods.

What they saw and how they responded was nothing short of heroic. There stories are heartbreaking. With no ambulance services operating, police officers drove an elderly man to the Walton County line so that he could receive life-saving treatment. Firefighters dug out families who were trapped by the felling of massive pines. Elderly people were found who had run out of diabetic medications and oxygen. Most in need of critical care have had to be air-lifted out to hospitals, as both hospitals in Panama City were severely damaged by the storm.

Everywhere there were families, sometimes as many as eight or nine in one house, who were running out of food, water and baby formula. There were people eager to just connect with another human being after more than a week of isolation.

A delegation of City employees led by firefighters nailed tarps and cut trees for fellow employees, their extended families, their neighbors, anyone who needed help.

All the while, many of them, about 40 percent of the City's 341 full-time employees, were themselves in homes with no power, severely damaged roofs, collapsing ceilings and flooded homes. Temporarily, they forgot their own needs and did what they were called to do: respond.

"Fifteen of our firefighters were in temporary housing, yet they worked a 72-hour shift as the storm hit and many of them didn't know if their wives and children made it and yet they worked continuously," Deputy Fire Chief Ray Morgan said. "We had to force them to go home and check on their families."

And the calls continued to come into City Hall and via email and Facebook.

"I haven't heard from my sister. She lives in Panama City and I am in North Carolina. I can't get in touch with her," one woman wrote.

"Can you please check on my elderly parents?"

"The people in Fountain have no water, power or food. They have not seen anyone in a week. Can you please help them?"

Traffic moved on the beach, State Road 77 and Highway 388 at a slow crawl, gridlocked as vehicles headed east every morning and back to the beach every evening. There were 90,000 trips a day going across the Hathaway Bridge, which tops the July 4<sup>th</sup> record of 85,000. Often police and fire used lights and sirens to serve as escorts to Gulf Power workers housed at Frank Brown Park; but still, sometimes response times were up to three hours.

"Many of our responders worked eight to 10 to 12 hours or more, then put on another shirt and went and helped others," said City Manager Mario Gisbert. "We loaned our personnel to the other

## **Panama City Beach reaches across bridge**

### ***40 percent of city workforce in path of storm***

*"There but for the grace of God, go I."*

Panama City Beach has been there before -- ravaged by a hurricane and dependent on our neighbors in eastern Bay County for resources, supplies and support. This hurricane, the needs were reversed.

"In 1995 we went through this with Opal," said Panama City Beach Police Chief Drew Whitman. "We understand the importance of sharing our resources and bringing resources in. We always believe in paying it forward."

The beach has been paying it forward, first serving as a communications hub immediately after the hurricane because City Hall miraculously had working telephones, Internet and a wi-fi hotspot. For staff communications, City Manager Mario Gisbert secured more than 100 telephones from AT&T, which never lost service after the storm. Those phones became the first communications that police and fire had with the outside world, and each other.

The beach continues to fulfill housing and shopping needs for hundreds of displaced residents, those who call eastern Bay County home, relief workers and first responders from other parts of the state, contractors, insurance adjustors and others like SBA and FEMA workers here to help restore a county that is forever changed.

"There are lots of day-to-day supplies like food and gas that people have not been able to get over in town that they are driving to the beach for. It was just like that, only reverse during Opal," Mayor Mike Thomas said. "The county has been blessed, if you want to call it that, that every time one part is tore up the other is there to prop up the other side and help."

Thomas is proud of the City's response across the bridge, and glad that beach first responders were able to give a little respite to fire and police across the bridge, who worked nonstop for weeks. During Thanksgiving week, PCB fire fighters were on assignment in Mexico Beach.

"It's been a cooperative effort in the county every time there has been a disaster," Thomas said. "That's how it should be. You never know when your turn in the barrel is and you have to be prepared and move forward and help."

First responders on the beach played a critical role in storm efforts, preparing several days before Michael hit. Their relief efforts began in the hours after the hurricane moved through Oct. 10 shortly after noon. The day after the hurricane more than two dozen PCB employees were working in Lynn Haven and other places searching homes.

Michael also expanded the definition of a first responder. Police, fire, utilities, street -- these were the first City employees out assessing, searching and rescuing after the powerful Category 4 storm made landfall.

But there were others.

A meter reader became a message runner for City departments with no working communications. Those normally tending to ballfields worked with firefighters stacking up the demolished fences and ripping up

**REGULAR ITEM**

**2**



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Building and Planning Department

2. MEETING DATE:

12/20/2018

3. REQUESTED MOTION/ACTION:

The Council is requested to approve the recommended changes to the parking standards for multi-family dwellings (non-fbo-1) and condominiums as well as single and multi-family dwellings in an FBO-1 district.

4. AGENDA

PRESENTATION   
PUBLIC HEARING   
CONSENT   
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES  NO   
BUDGET AMENDMENT OR N/A

N/A

DETAILED BUDGET AMENDMENT ATTACHED YES  NO

N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

The City Council and Planning Board requested staff to review the parking regulations for the uses stated above and make any recommendations. Staff recommends increasing the parking requirement for the identified uses as a result of some under-parking that has occurred at some sites. The Planning Board considered the proposed changes at their October 8, 2018 meeting and recommended approval (6-0).

ORDINANCE NO. 1485

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S LAND DEVELOPMENT CODE RELATED TO PARKING SPACE REQUIREMENTS; AMENDING TABLE 4.05.02A TO INCREASE THE MINIMUM NUMBER OF SPACES REQUIRED FOR SINGLE FAMILY DWELLINGS IN FBO-1, AND MULTI-FAMILY DWELLINGS AND CONDOMINIUMS CITYWIDE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH:

SECTION 1. From and after the effective date of this ordinance, Section 4.05.02 of the Land Development Code of the City of Panama City Beach related to Procedures after Completeness Determination, is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

**4.05.02 Parking Space Requirements**

...

A. Table 4.05.02.A: *Parking Space Requirements*

Type of Use or activity	Minimum Number of Spaces
Airports (commercial and general aviation)	1 per 100 s.f. of waiting room floor area.
<b>Amusements</b> and amusement parks	See supplemental standards.

Type of Use or activity	Minimum Number of Spaces
Animal hospitals and <b>Kennels</b>	2 per 250 s.f. of floor area for those properties located within 500 feet of Front Beach Rd., Thomas Dr. or S. Thomas Dr. Elsewhere, 3.33 per 1,000 s.f. of floor area.
Assembly places (churches and places of worship, funeral homes, schools, theaters, auditoriums, <b>Arenas, Civic Centers</b> and facilities with an auditorium, sanctuary or gathering place, whether fixed seats or open area)	1 per 5 seats.
Automotive facilities, <b>Service Stations</b> , repair facilities, body shops and similar <b>Uses</b>	2 spaces plus 4 spaces per service bay in addition to spaces required for retail space.
Automotive and <b>Vehicles</b> sales	1 per 3,000 s.f. of open or enclosed sales area, plus 4 per 1,000 s.f. of floor area devoted to repair.
Clubs and lodges (including fraternities, sororities and other social or civic membership organizations)	1 per 5 seats in the largest assembly area.
Commercial activities ( <b>Retail Sales</b> , retail business and business <b>Uses</b> not otherwise specified)	3.33 per 1,000 s.f. of g.l.a.
Convenience store	4 per 1,000 s.f. of g.l.a.
Day-care, child care, private schools	1 per staff member plus 1 space per 5 children based on maximum occupancy, including drop-off guests.
Eating, drinking or entertainment establishments	1 per 4 seats <u>or</u> 1 per 60 s.f. of floor area devoted to assembly, whichever results in the greater number of spaces, plus 1 per 5 employees on the largest shift.
Group lodging, including <b>Nursing Homes</b> , rest homes, convalescent homes, dormitories, rooming houses, boarding houses, assisted care facilities and other similar short-term lodging with or without care	1 per 2 beds.
Hospitals and other medical facilities providing overnight accommodations	1 per patient bed.



Type of Use or activity	Minimum Number of Spaces
Hotels, motels and other similar lodging and accommodations establishments, <u>without</u> restaurants, lounges, gift shops or convention or meeting rooms	1 per guest room, plus 1 per 3 employees on the largest shift.
Hotels, motels, apartment hotels and other similar lodging and accommodations establishments, <u>with</u> restaurants, lounges, gift shops or convention or meeting rooms	1.3 per guest room, plus 1 per 3 employees on the largest shift.
Libraries and museums	2 per 250 s.f. of floor area devoted to assembly.
<b>Low Speed Vehicle</b> , motorcycle, and paddle boat rentals	1 per employee on the largest shift, plus 1 per 2 rental Vehicles.
M-1 <b>Uses</b> , <u>with</u> associated <b>Retail Sales</b> or retail services	1 per 400 s.f. of floor area, plus 3.33 per 1,000 s.f. of g.l.a for retail or services.
M-1 <b>Uses</b> , <u>without</u> associated <b>Retail Sales</b> or retail services	1 per 400 s.f. of floor area.
Mini-warehouse facilities	4 per 5,000 sq.ft. of gross office/retail floor area.
Motorcycle and paddle boat rentals	1 per employee on the largest shift, plus 1 per 2 rental Vehicles.
<b>Multi-family Dwellings</b> (non-FBO-1) and condominiums, excluding hotels and motels.	<del>1.5</del> <u>1.7</u> spaces per unit.
Offices, including medical and dental offices, clinics, government offices and office <b>Buildings</b>	3.33 per 1,000 s.f. of floor area.
Professional or <b>Personal Service</b> establishments and medical or dental offices or office <b>Buildings</b>	3.33 per 1,000 s.f. of floor area.
Recreational clubs (includes country clubs, golf clubs, tennis and racquet clubs, <b>Health Clubs</b> , gun clubs and other facilities providing outdoor sporting or <b>Recreational</b> activities)	3.33 per 1,000 s.f. of floor area.
Shopping Centers	3.33 per 1,000 s.f. of floor area.
<b>Single Family Dwellings</b> (non FBO-1)	2 per unit.

Type of <i>Use</i> or activity	Minimum Number of Spaces
<b>Single Family and Multi-family Dwellings</b> in an FBO-1	1.5 spaces per <del>1,500</del> <u>1,000</u> s.f. of floor area

Notes: s.f. = square feet. g.l.a. = gross leasable area

SECTION 2. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

SECTION 3. 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 Land Development Code, 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 4. 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 \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
MAYOR

Ord. 1485  
Page 4 of 5

AGENDA ITEM # 2



ATTEST:

\_\_\_\_\_  
CITY CLERK

EXAMINED AND APPROVED by me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
MAYOR

Published in the \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Posted on pcbgov.com on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**REGULAR ITEM**

**3**



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:  
PLANNING/LEGAL

2. MEETING DATE:  
DECEMBER 20, 2018

3. REQUESTED MOTION/ACTION:  
CONSIDER FIRST READING OF ORDINANCE AMENDING THE CITY'S LAND DEVELOPMENT CODE RELATED TO THE APPEAL OF A VARIANCE DECISION OF THE PLANNING BOARD

4. AGENDA

- PRESENTATION
- PUBLIC HEARING
- CONSENT
- REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? Yes  No  N/A   
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED Yes  No  N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)  
ON OCTOBER 25, 2018, COUNCIL CONSIDERED FIRST READING OF ORDINANCE 1476, WHICH PROVIDED FOR BOTH THE PLANNING BOARD AND COUNCIL'S CONSIDERATION OF EVERY VARIANCE REQUEST. THE PLANNING BOARD CONSIDERED ORDINANCE 1476 AT ITS NOVEMBER 14 MEETING AND TABLED THE ITEM. AT THE COUNCIL'S NOVEMBER 26, 2018 WORKSHOP WITH THE PLANNING BOARD, STAFF WAS DIRECTED TO WITHDRAW ORDINANCE 1476 AND PREPARE A NEW ORDINANCE TO KEEP THE VARIANCE PROCESS INTACT BUT TO SET FORTH A PROCESS FOR ANY MEMBER OF THE CITY COUNCIL TO APPEAL A VARIANCE DECISION OF THE PLANNING BOARD. THE ATTACHED ORDINANCE 1486 AMENDS THE LDC TO MEMORIALIZE THE PROCESS DISCUSSED AT THAT JOINT WORKSHOP.

ORDINANCE 1486 WAS CONSIDERED AND RECOMMENDED FOR APPROVAL BY THE PLANNING BOARD ON DECEMBER 12.

IF THE COUNCIL APPROVES FIRST READING OF THIS ORDINANCE, STAFF WILL PUBLISH NOTICE OF A SECOND READING AND PUBLIC HEARING FOR JANUARY 10, 2019.

ORDINANCE NO. 1486

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S LAND DEVELOPMENT CODE RELATED TO VARIANCES; CLARIFYING THE OFFICERS OF THE CITY WHO MAY APPEAL A VARIANCE DECISION OF THE PLANNING BOARD; MODIFYING THE TIME ALLOWED TO APPEAL A VARIANCE DECISION OF THE PLANNING BOARD; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH:

SECTION 1. From and after the effective date of this ordinance, Section 10.11.02 of the Land Development Code of the City of Panama City Beach related to Procedures after Completeness Determination, is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

**10.11.02 Procedures after Completeness Determination**

- A. Within thirty (30) days of the ***Building*** and Planning Department's determination that the application is complete, the Department shall schedule a public hearing on the application before the Planning Board.
- B. The ***Building*** and Planning Department shall prepare a written report to the Planning Board regarding the Department's analysis of the pending application. The report shall be available to the applicant and the general public no less than five (5) days prior to the Planning Board's public hearing on the application.
- C. The Planning Board shall conduct a quasi-judicial hearing on the application.
- D. At the conclusion of the quasi-judicial hearing or within 30 days thereafter, the Planning Board's decision shall be reduced to a proposed, written order containing conclusions of applicable law, findings of relevant fact and signed by the chairman or vice-chairman and attested by the Board's secretary.

Ord. 1486  
Page 1 of 3

AGENDA ITEM # 2

- E. Notice of the proposed order shall be mailed or hand-delivered to the applicant, the City Manager, the Mayor, each member of the City Council, and any person who shall have requested a copy during or at the conclusion of the public hearing. A sign-up sheet for such notice requests shall be provided and announced at the public hearing. Such notice shall include a copy of the proposed order, a description of the persons entitled to appeal and a statement of the appeal procedures set forth in this section.
- F. Within ~~ten (10)~~ fifteen (15) days after mailing or hand delivery of the notice of proposed order, ~~the City~~ the City Manager, the Mayor, any member of the City Council, the applicant, or an *Adversely Affected Person* who appeared at the hearing shall be entitled to file with the secretary of the Planning Board a written request for a rehearing before the City Council. Except for a request by the Mayor or member of the City Council, the written request for a rehearing shall identify the specific grounds for such request. Any amendments to the written request for a rehearing may be made no less than ten (10) days prior to the City Council's public hearing on the application.

(Ord. # 1328, 2/12/15)

- G. If no such request is timely filed, the Planning Board's proposed order shall become final and the City Council shall have no jurisdiction in the matter.
- H. If such a request is timely filed, the Planning Board's proposed order shall be superseded by the City Council's final action on the request pursuant to section 10.17.00.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

SECTION 3. 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 Land Development Code, 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 4. 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  
\_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

EXAMINED AND APPROVED by me this \_\_\_\_ day of  
\_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
MAYOR

Published in the \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 2018.

Posted on pcbgov.com on the \_\_\_\_ day of \_\_\_\_\_, 2018.

Ord. 1486  
Page 3 of 3

AGENDA ITEM # \_\_\_\_\_

3



**REGULAR ITEM**

**4**



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

**1. DEPARTMENT MAKING REQUEST/NAME:**

Building and Planning Department

**2. MEETING DATE:**

12/20/2018

**3. REQUESTED MOTION/ACTION:**

It is requested that the City Council consider the annual update to the Capital Improvements Schedule of the Comprehensive Plan and approve with any needed changes.

**4. AGENDA**

PRESENTATION   
PUBLIC HEARING   
CONSENT   
REGULAR

**5. IS THIS ITEM BUDGETED (IF APPLICABLE)?** YES  NO  N/A   
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES  NO  N/A

**6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)**

Attached is the draft annual update to the City's Capital Improvements Schedule as required by the State. The Capital Improvements Schedule is required to show only those projects necessary to maintain the adopted levels of service established in the City's Comprehensive Plan. The Capital Improvements Schedule is no longer sent to the State Department of Economic Opportunity for review but is adopted by approval of a local ordinance.

The Planning Board considered this item at their November 14, 2018 meeting as well as their December 12, 2018 meeting. The Board recommended approval (6-0).

ORDINANCE NO. 1487

AN ORDINANCE AMENDING ORDINANCE 1143, KNOWN AS THE 2009 AMENDED AND RESTATED CITY OF PANAMA CITY BEACH COMPREHENSIVE GROWTH DEVELOPMENT PLAN; AMENDING THE CAPITAL IMPROVEMENT ELEMENT TO UPDATE THE SCHEDULE OF CAPITAL IMPROVEMENTS; REPEALING ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AS PROVIDED BY LAW.

WHEREAS, the Panama City Beach Council adopted the 2009 Amended and Restated City of Panama City Beach Comprehensive Growth and Development Plan (the Comprehensive Plan) on December 10, 2009, by Ordinance No. 1143; and

WHEREAS, the City has prepared the annual update to the Capital Improvement schedule, and desires to amend the Capital Improvement Element of said Comprehensive Plan by ordinance to comply with the provisions of Section 163.3177(3)(b), Florida Statutes; and

WHEREAS, the Panama City Beach Planning Board reviewed the amendment request on November 12, 2018, and recommended approval; and

WHEREAS, on January 10, 2019, the City Council conducted a properly noticed hearing to consider the updates to the schedule of Capital Improvements, and adopted this Ordinance during that hearing.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY

Ordinance No. 1487  
Page 1 of 3

AGENDA ITEM #

4

OF PANAMA CITY BEACH, FLORIDA:

SECTION 1. The attached Capital Improvements Schedule for planning improvements within the years 2019 through 2024 is hereby adopted.

SEE ATTACHED COMPOSITE EXHIBIT A SETTING FORTH THE UPDATED CAPITAL IMPROVEMENTS SCHEDULE

SECTION 2. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

SECTION 3. This ordinance shall take effect as provided by law.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this \_\_\_\_ of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mike Thomas, Mayor

ATTEST:

\_\_\_\_\_  
Jo Smith, City Clerk

PUBLISHED in the Panama City News Herald on the \_\_\_\_ day of

Ordinance No. 1487  
Page 2 of 3

AGENDA ITEM #

4

\_\_\_\_\_, 2018.

POSTED AT www.pcbgov.com on \_\_\_\_\_

\_\_\_\_\_  
Jo Smith, City Clerk

Ordinance No. 1487  
Page 3 of 3

AGENDA ITEM # 4

**CAPITAL IMPROVEMENTS SCHEDULE**

City of Panama City Beach FY 18/19

Traffic Circulation		Funding Source	Current Status	FY 18-19	FY 19-20	FY 20-21	21-22	Beyond 22-23
1.	Clarence Av. Road Widening with sidewalks. Improve various street surfaces and shoulders	Gas Tax	on-going		\$500,000			
2.	Alf Coleman Road -4 lane widening -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand)	FBR-CRA	\$26,000,000 total cost  \$7,400,000 spent to date					
3.	N. Thomas Drive -4 lane widening -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand)	FBR-CRA	\$990,000 spent to date  \$31,000,000 total cost					
4.	Hill Road -4 lane widening -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand)	FBR-CRA	\$160,900 spent to date  \$16,500,000 total cost					
5.	Powell Adams Road -4 lane widening -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand)	FBR-CRA Prop. Share	Seg. I Completed \$3,000,000  \$6,000,000 total cost for Seg. II					

Exhibit A  
 AGENDA ITEM # 4



Traffic Circulation		Funding Source	Current Status	FY 18-19	FY 19-20	FY 20-21	21-22	Beyond 22-23
6.	S. Thomas Drive -public transit system -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand)	FBR-CRA	Construction completed in '13  \$14,230,000 total cost					
7.	Clara Avenue -4 lane widening -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand)	FBR-CRA	\$124,000 spent to date  \$22,000,000 total cost					
8.	Front Beach Road Segment 1 (S. Thomas to N. Thomas Drive) -public transit system -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand)	FBR-CRA  Part of South Thomas Dr. project. See project #7.	Construction completed in '13  \$11,130,000 total cost					
9.	Front Beach Road Segment 2 (Jackson Blvd. to S. Thomas) -public transit system -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand)	FBR-CRA	Spent to date  \$9,500,000	\$5,400,000				

AGENDA ITEM #

4

Traffic Circulation		Funding Source	Current Status	FY 18-19	FY 19-20	FY 20-21	21-22	Beyond 22-23
10.	Front Beach Road Segment 3 (State Road 79 to Lullwater Dr) -public transit system -ped/bic. improvements -landscaping -streetscaping  (needed to meet future demand)	FBR-CRA FDOT Prop. Share	<i>Design Const. and Util. CE&amp;I and Post Design \$630,000 Spent to date. \$14,000,000 total cost.</i>	\$1,250,000	\$7,750,000	\$8,000,000	\$7,695,000	
11.	S. Arnold Road (SR 79) -4 lane widening -ped/bic. improvements -landscaping -streetscaping  (needed to meet future demand)	FBR-CRA TRIP funding FDOT  FDOT 5-Year Work Program	<i>TRIP funding granted for PDE  \$1,185,013 spent to date  \$15,000,000 total cost</i>	Project Constructed in Conjunction with Segment 3				
12.	Front Beach Road Segment 4.1 (Lullwater Dr. to Hill Rd.) -public transit system -ped/bic. improvements -landscaping -streetscaping  (needed to meet future demand)	FBR-CRA	<i>Design Right of Way, construct.</i>	\$50,000	\$760,000	\$760,000	\$6,227,000	\$10,342,525
13.	Front Beach Road Segment 4.2 (Hill Rd. to Hutchison Blvd.) -public transit system -ped/bic. improvements -landscaping -streetscaping  (needed to meet future demand)	FBR-CRA	<i>Design Right of Way, construct.</i>					\$1,000,000



Traffic Circulation		Funding Source	Current Status	FY 18-19	FY 19-20	FY 20-21	21-22	Beyond 22-23
14.	Front Beach Road Segment 4.3 (Hutchison Blvd. to R Jackson) -public transit system -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand)	FBR-CRA	Design Right of Way, construct.					\$100,000
15.	Cobb Road -ped/bic. improvements -landscaping -streetscaping	FBR-CRA	No activity to date  \$13,000,000 total cost					
16.	Nautilus Street -landscaping -streetscaping	FBR-CRA	\$15,000,000 total cost					
17.	North Thomas Drive Parking Lot	FBR-CRA Prop. Share	\$5,250,000 spent Parking lot stabilized					
18.	Multimodal Center West	FBR-CRA	No Activity to date					
19.	Power Line Road (Parkway Bypass, Back Back Beach Rd.)  -US 98 to SR 79, Loop Road -SR 79 to Colony Club	TBD	Construction Complete \$7,200,000 \$3,600,000 \$800,000					
20.	Hutchison Blvd. @Clara	FDOT 5-Year Work Program	Traffic Signal	\$914,844				
21.	PCB Parkway (Mandy Lane to Thomas Dr.)	FDOT 5-Year Work Program	Preliminary Design PD&E Study	\$2,553,406				Ongoing \$5,000,000
22.	ITS Improvements	FDOT 5-Year Work Program		\$450,000	\$450,000	\$450,000	\$500,000	Ongoing \$500,000

AGENDA ITEM #

4



Traffic Circulation		Funding Source	Current Status	FY 18-19	FY 19-20	FY 20-21	21-22	Beyond 22-23
23.	West Bay Parkway from Walton County to SR 79 (needed to meet future demand)	FDOT 5-Year Work Program	PD&E Study	\$1,435				Ongoing

Recreation & Open Space		Funding Source	Current Status	FY 18-19	FY 19-20	FY 20-21	21-22	
24.	Multi Use Path/Trail From East Side of Trieste Subdiv. Breakfast Point Subdivision	City Matching Funds & Sun Trail Grant	Design Complete \$108,464 City	\$904,716 Grant \$133,315 City				
<b>Schools</b>								
25.	See Note #2 at end of report.	School Board						
Potable Water, Wastewater, and Reuse		Funding Source	Current Status	FY 18-19	FY 19-20	FY 20-21	21-22	
<b>Potable Water</b>								
26.	CRA Segment 2 Water Main Relocations	Utility	\$493,289 Balance to Finish	\$41,873				
27.	Bid-A-Wee Ph 1 Water Main Replacements	Utility	\$777,269 Balance to Finish	\$777,269				
28.	Bid-A-Wee Ph 2 Water Main Replacements	Utility	\$345,000 Balance to Finish			\$345,000		
29.	CRA SR 79 Water Main Relocations & Reclaimed	Utility	\$832,500 Balance to Finish		\$400,000	\$432,500		
30.	Bay Parkway to Nautilus Water Main	Utility	\$688,800 Total Cost	\$500,000	\$188,800			
<b>Wastewater and Reuse</b>								
31.	Waste / Reclaimed System extentions / loops	Utility	\$1,610,000 Balance to Finish	\$200,000	\$200,000	\$200,000	\$300,000	\$310,000



Potable Water, Wastewater, and Reuse		Funding Source	Current Status	FY 18-19	FY 19-20	FY 20-21	21-22	Beyond 22-23
32.	New Wastewater Treatment site 40 Acres and new facility.	Utility	\$49,915,000 <i>Total cost</i>	\$900,000			\$750,000	\$48,265,000
33.	CRA SR 79 Sewer Main Relocation & Reclaimed Mains	Utility	\$1,021,200 <i>Total Cost</i>		\$650,000	\$371,200		
34.	Bay Parkway to Nautilus Forcemain and Reclaimed Mains	Utility	\$2,632,000 <i>Total cost</i>	\$1,500,000	\$1,320,000			
35.	Lift Station #73 Cobb Rd. Replacement	Utility	\$1,767,500 <i>Total Cost</i>	\$100,000	\$900,000	\$767,500		
36.	SR 79 Reclaimed Transmission Main	Utility	\$2,442,000 <i>Total cost</i>	\$500,000	\$1,942,000			
37.	CRA Segment 2 Sewer Main Relocations	Utility	\$694,785 <i>Finish, 2018</i>					
38.	Alf Coleman Force Main Project		\$729,754.00 <i>Balance to Finish</i>	\$400,000	\$329,754			
39.	Stormwater Improvements	Stormwater Utility Assessments		\$2,100,000	\$300,000	\$240,000	\$1,800,000	\$578,500
Prop. Share Projects		Funding Source	Current Status					
1.	US 98 Int. w/ Hill Rd. and US 98 Int. w/ Clara Avenue (needed to meet future demand)	Sehaven Prop. Share	\$300,000 based on trip triggers					
2.	US 98-Hill Rd. 6-laning (needed to meet future demand)	Seahaven Prop. Share	\$1,350,000 (trip triggers)					
3.	US 98-Clara Ave. 6-laning (needed to meet future demand)	Seahaven Prop. Share	\$1,350,000 (trip triggers)					
4.	PD&E for US 98 from SR 79 to Thomas Drive flyover (needed to meet future demand)	Seahaven Prop. Share	\$2,000,000 (trip triggers)					

AGENDA ITEM #

4



Prop. Share Projects		Funding Source	Current Status					
5.	ITS for US 98 from Phillips Inlet to Thomas Dr. flyover (needed to meet future demand)	Seahaven Prop. Share	\$1,000,000 (trip triggers)					
6.	Hill Rd. Improvements (needed to meet future demand)	Seahaven Prop. Share	\$938,766 (trip triggers)					

Notes

1. The City of Panama City Beach hereby adopts by reference the most current 5-year Schedule of Improvements as adopted by the FDOT, District 3 and the Bay County TPO.
2. The City of Panama City Beach hereby adopts by reference the Bay County School District's 2018-2019 Work Plan.
3. The FBR-CRA is funded with tax increment payments from Bay County. The amount of tax increment expected for FY 18/19 is approximately \$11,000,000.
4. The City of Panama City Beach will coordinate with the most current Water Supply Plan as formally adopted by the Northwest Florida Water Management District.

**REGULAR ITEM**

**5**



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:  
CODE ENFORCEMENT/LEGAL

2. MEETING DATE:  
DECEMBER 20, 2018

3. REQUESTED MOTION/ACTION:  
CONSIDER FIRST READING OF ORDINANCE 1488 REVISING THE PROCESS FOR APPEALS AND PAYMENT OF CIVIL PENALTIES ISSUED PURSUANT TO CHAPTER 25 OF THE CITY'S CODE

4. AGENDA  
PRESENTATION   
PUBLIC HEARING   
CONSENT   
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? Yes  No  N/A   
BUDGET AMENDMENT OR N/A  
  
DETAILED BUDGET AMENDMENT ATTACHED Yes  No  N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

FOR SEVERAL YEARS, ADMINISTRATION OF THE CITY'S CODE ENFORCEMENT CITATION SYSTEM HAS BEEN HANDLED THROUGH AN AGREEMENT WITH THE BAY COUNTY CLERK OF THE COURT. THIS PRIMARILY INVOLVES HANDLING APPEALS OF CIVIL CITATIONS, ACCEPTING PAYMENT OF CIVIL PENALTIES, AND PROVIDING SATISFACTION OF LIENS.

THE CLERK'S OFFICE HAS RECENTLY DETERMINED THAT IT WILL NO LONGER OFFER THESE SERVICES TO MUNICIPALITIES. STAFF HAS MET WITH CLERK'S OFFICE AND DEVELOPED A PLAN TO ASSUME THESE RESPONSIBILITIES WITHIN THE CITY CLERK'S OFFICE AND THE CODE ENFORCEMENT DEPARTMENT.

ORDINANCE 1488 AMENDS CHAPTER 25 TO CODIFY THIS ASSUMPTION OF SERVICES BY THE CITY CLERK OR HIS OR HER DESIGNEE.

STAFF RECOMMENDS APPROVAL. IF THE COUNCIL APPROVES FIRST READING OF THIS ORDINANCE, STAFF WILL PUBLISH NOTICE OF A SECOND READING AND PUBLIC HEARING FOR JANUARY 10, 2019.

ORDINANCE 1488

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, RELATED TO CODE ENFORCEMENT PROCEDURE; REVISING THE PROCESS FOR APPEALS AND PAYMENTS OF CIVIL PENALTIES ISSUED PURSUANT TO CHAPTER 25 OF THE CITY'S CODE OF ORDINANCES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH:

SECTION 1. From and after the effective date of this ordinance, Section 25-17 of the Code of Ordinances of the City of Panama City Beach related to Nuisances, is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

Sec. 25-17. - Code Enforcement Procedure.

(a) For the purposes of this chapter, a "Code Inspector" is defined to be any agent or employee of the City whose duty it is to assure code compliance.

(b) Code Inspectors shall have the authority to initiate enforcement proceedings as provided below. No Hearing Officer shall have the power to initiate such proceedings.

(c) For the purposes of this chapter, "violators" shall be deemed to be those persons or entities creating or permitting a violation of the ordinances listed in Section 25-37, or those persons or entities owning or possessing land on which a violation of ordinances

listed in Section 25-37 is created or maintained. The City finds and determines that the owner of land has an obligation to know whether conditions created or maintained on that land violates any City ordinance and therefore is deemed to have actual or constructive knowledge of any such violation. The owner of land has a legal duty to determine whether conditions created or maintained on his or her land violate any City ordinance, and to correct such violations.

(d) A Code Inspector who finds a violation of the ordinances of this Code listed in Section 25-37 shall determine a reasonable time period within which the violator must correct the violation provided that such time period shall be no more than thirty (30) days. This determination shall be based on considerations of fairness; practicality; ease of correction; ability to correct; severity of violation; nature, extent and probability of danger or damage to the public; and other relevant factors relating to the reasonableness of the time period prescribed. A time for correction need not be specified if the violation is an uncorrectable violation.

(e) A Code Inspector who finds such a violation shall issue a civil violation notice to the violator, pursuant to Section 25-18.

(f) The civil violation notice shall include but not be limited to the following:

- (1) Date and time of issuance.
- (2) Name of Code Inspector and division or department issuing the notice.
- (3) Name and address of the violator.
- (4) Section number of the Code section that has been violated.
- (5) Brief description of the nature of the violation, including location, date, and time of violation.
- (6) Amount of the civil penalty for which the violator may be liable.

(7) Instructions and due date for paying the civil fine or filing for an administrative hearing before a Hearing Officer to appeal the civil fine.

(8) Time within which the violation must be corrected if applicable.

(9) Notice that each day of continued violation after the time period for correction has run shall be deemed a continuing violation subject to additional penalty in the same amount, without the need for additional notices of violation.

(10) Notice that the filing of a request for an administrative hearing will toll the accrual of continuing violation penalties.

(11) Notice that failure to request an administrative hearing within twenty (20) days, or within the specified time period listed for a violation of a specific section of the Code, after issuance of the civil violation notice shall constitute a waiver of the violator's right to an administrative hearing before the Hearing Officer, and that such waiver shall constitute an admission of violation.

(12) Notice that the violator may be liable for the reasonable costs of the administrative hearing should he be found guilty of the violation.

(13) Notice that if the violator fails to pay civil penalty in the time allowed or fails to appear ~~in court~~ **before the Hearing Officer** to contest the violation, the violator shall be deemed to have waived his right to contest the violation and that, in such case, judgment may be entered against the violator by the Hearing Officer for the amount of the maximum civil penalty.

(g) After issuing a civil violation notice to an alleged violator, the Code Inspector shall promptly deposit the original civil violation notice and one copy of the civil violation notice with the **City Clerk or his or her designee**. ~~Clerk of the Court of Bay County, Florida.~~



(Ord. 560, § 1, 1-22-98; Ord. No. 773, § 1, 1-23-03; Ord. No. 1452, § 1, 6-14-2018)

SECTION 2. From and after the effective date of this ordinance, Section 25-31 of the Code of Ordinances of the City of Panama City Beach related to Nuisances, is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

Sec. 25-31. - Civil penalties and related terms construed.

(a) Penalties for violations of the ordinances to be enforced by this chapter shall be in the amount prescribed in the schedule of civil penalties in Section 25-37.

(b) An "uncorrectable violation" is a violation which cannot be remedied after the violation has been committed because the violation constitutes a single prohibited act of a transitory nature rather than an ongoing condition or constant circumstance. Each reoccurrence of an uncorrectable violation shall constitute a separate violation and shall subject the violator to an additional penalty in the same amount as that prescribed for the original violation. If, however, a violator has been once found guilty of an uncorrectable violation and causes the same uncorrectable violation to occur a second time, each reoccurrence of the uncorrectable violation by such violator shall constitute a "repeat violation" as provided in Section 25-31(d).

(c) "Continuing violations" are those violations which remain uncorrected beyond the reasonable time period for correction contained in either the civil violation notice or the final order of the Hearing Officer, whichever is applicable. For each day of continued violation after the time for correction has run, an additional penalty in the same amount as that prescribed for the original violation shall be added. The maximum total fine for any one continuing violation shall not exceed twenty (20) times the original penalty amount.

(d) A "repeat violation" is a recurring violation of an ordinance by a violator who has been found guilty of the same violation within five (5) years prior to the present violation, or who has admitted violating the same provision within five (5) years prior to the present violation, notwithstanding the violations occurred at different locations. In the case of correctable violations, a repeat violation can occur only after correction of the previous violation has been made. For the first repeat violation, the amount of the civil penalty shall be double the amount of penalty prescribed for the original violation by Section 25-37. The amount of civil penalty due for each subsequent repeat violation shall be double the amount of penalty due for the first day of the immediately preceding violation, provided that the maximum penalty payable for the first day of any one (1) repeat violation shall be five hundred dollars (\$500.00). A repeat violation which remains uncorrected beyond the time prescribed for correction in the civil violation notice shall be treated as a continuing violation.

(e) A "correctable violation" is a violation which is not an uncorrectable violation.

(f) A civil penalty imposed pursuant to this Section shall not exceed two hundred fifty dollars (\$250.00) per day for a first violation and shall not exceed five hundred dollars (\$500.00) per day for a repeat violation.

(g) If a request for administrative hearing is not timely filed continuing violation penalties shall accrue from the date of correction given in the civil violation notice until the correction is made and payment of fine is received. If the named violator requests an administrative hearing on a correctable violation and loses his appeal, the Hearing Officer shall determine a reasonable time period within which correction of the violation must be made, based on the considerations set forth in Section 25-17(d). If correction is not made within the period set by the Hearing Officer, continuing violation penalties shall begin after the time for correction has run. No continuing violation penalties shall accrue during the time period from the date of the civil violation notice until the date of the administrative hearing, if the named violator timely requests an administrative hearing to appeal

the decision of the Code Inspector. Continuing violation penalties cannot be imposed by the Hearing Officer for uncorrectable violations.

(h) Civil penalties assessed pursuant to this chapter are due and payable to the **City Clerk or his or her designee** ~~Clerk of Court of Bay County, Florida~~, on the last day of the period allowed for the filing of an appeal to the Circuit Court from the Hearing Officer's decision, or, if proper appeal is made, when the appeal has been finally decided adversely to the named violator.

(i) In addition, if the Code Inspector has reason to believe a violation or the condition causing the violation presents a serious threat to the public health, safety, and welfare or if the violation is irreparable or irreversible in nature, or if after attempts under this section to bring a repeat violation into compliance with a provision of a code or ordinance prove unsuccessful, the city may make all reasonable repairs which are required to bring the property into compliance and charge the owner with the reasonable cost of the repairs along with the fine imposed pursuant to this section. Making such repairs does not create a continuing obligation on the part of the city to make further repairs or to maintain the property and does not create any liability against the city for any damages to the property.

(Ord. No. 560, § 1, 1-22-98; Ord. No. 773, § 1, 1-23-03; Ord. No. 1103, § 2, 2-14-08)

SECTION 3. From and after the effective date of this ordinance, Section 25-33 of the Code of Ordinances of the City of Panama City Beach related to Nuisances, is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

Sec. 25-33. - Scheduling and conduct of hearing.

(a) Upon receipt of a named violator's timely request for an administrative hearing, ~~the Hearing Officer~~ **City Clerk or his or her designee** shall set the matter down for hearing on the next regularly

scheduled hearing date or as soon thereafter as possible or as mandated in the specified Code section which is enforced pursuant to this chapter.

(b) The ~~Hearing Officer~~ **City Clerk or his or her designee** shall provide a notice of hearing by certified mail to the named violator at his last known address. Alternatively, the notice may be delivered as provided in Section 25-18. The notice of hearing shall include but not be limited to the following:

- (1) Name of the Code Inspector who issued the notice.
- (2) Factual description of alleged violation.
- (3) Date of alleged violation.
- (4) Section of the Code allegedly violated.
- (5) Place, date and time of the hearing.
- (6) Right of violator to be represented by a lawyer.
- (7) Right of violator to present witnesses and evidence.
- (8) Notice that failure of violator to attend hearing may result in civil penalty being assessed against him.
- (9) Notice that requests for continuances will not be considered if not received by the Hearing Officer at least ten (10) calendar days prior to the date set for hearing.

(c) The Hearing Officers shall call hearings on a monthly basis or upon the request of the **City Clerk or his or her designee** ~~Clerk of Court of Bay County, Florida~~. No hearing shall be set sooner than twenty (20) calendar days from the date of issuance of the notice of violation.

(d) A hearing date shall not be postponed or continued unless a request for continuance, showing good cause for such continuance is

received in writing by the Hearing Officer at least ten (10) calendar days prior to the date set for the hearing.

(e) All hearings of the Hearing Officer shall be open to the public. All testimony shall be under oath and shall be electronically recorded. Assuming proper notice, a hearing may proceed in the absence of the named violator.

(f) The proceedings at the hearing shall be recorded and may be transcribed at the expense of the party requesting the transcript. Minutes shall be kept of all hearings by each Hearing Officer.

(g) ~~The Bay County Clerk of Court~~ The City Clerk or his/her designee shall provide clerical and administrative personnel, services, forms and facilities as may be reasonably required by each Hearing Officer for the proper performance of his duties, and shall collect ~~and pay over to the City~~ all civil penalties, costs, and other sums due and payable hereunder, ~~retaining such portion thereof as from time to time may be established by resolution of the City Council to compensate the Clerk for such assistance.~~

(h) Each case before a Hearing Officer shall be presented by the City Manager or his designee.

(i) The hearing need not be conducted in accordance with the formal rules relating to evidence and witnesses but fundamental due process shall be observed and shall govern the proceedings. Any relevant evidence shall be admitted if the Hearing Officer finds it competent and reliable, regardless of the existence of any common law or statutory rule to the contrary.

(j) The Hearing Officer may take testimony from the Code Inspector and the alleged violator. Each party shall have the right to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him to testify; and to rebut the evidence against him.

(k) The Hearing Officer shall make findings of fact based on evidence of record. In order to make a finding upholding the Code Inspector's decision, the Hearing Officer must find that a preponderance of the evidence indicates that the named violator was responsible for the violation of the relevant section of the Code as charged.

(l) If the named violator is found guilty of the violation, he may be held liable for the reasonable costs of the administrative hearing as set forth by the City Clerk or his or her designee ~~Bay County Clerk of Court~~. If the City prevails in prosecuting a case before the Hearing Officer, the City shall be entitled to recover all costs incurred in prosecuting the case before the Hearing Officer and such costs will be included in the lien authorized under Code Section 25.34.

(m) The fact-finding determination of the Hearing Officer shall be limited to whether the violation alleged did occur and, if so, whether the person named in the civil violation notice is responsible for that violation as provided in Section 25-17(c). Based upon this fact-finding determination, the Hearing Officer shall either reverse or affirm the decision of the Code Inspector as to the responsibility of the named violator for the Code violation, and shall issue an order affording the proper relief. If the Hearing Officer reverses the decision of the Code Inspector and finds the named violator not responsible for the Code violation alleged in the civil violation notice, the named violator shall not be liable for the payment of any civil penalty, absent reversal of the Hearing Officer's findings pursuant to Section 25-35. If the Hearing Officer affirms the decision of the Code Inspector, the Hearing Officer shall issue an order and shall determine a reasonable time period within which correction of the violation must be made. If the decision of the Hearing Officer is to affirm, then the following elements shall be included in the order:

- (1) Amount of civil penalty.
- (2) Administrative costs of hearing.



(3) Date by which the violation must be corrected to prevent imposition of continuing violation penalties (if applicable) or assessment (in the case of uncorrected violations of Chapter 15).

(n) The Hearing Officer shall have the power to:

(1) Adopt procedures for the conduct of hearings.

(2) Subpoena alleged violators and witnesses for hearings; subpoenas may be served by the Law Enforcement Officers.

(3) Subpoena evidence.

(4) Take testimony under oath.

(5) Assess and order the payment of civil penalties as provided herein; and

(6) In cases where the named violator is found guilty of a violation of Chapter 15, authorize the City's abatement following failure of the violator to correct the violation within the time ordered.

(o) The named violator may timely file an administrative appeal.

(1) A Hearing Officer shall postpone a hearing if the named violator, prior to the scheduled hearing date, files with a duly authorized City board of appropriate jurisdiction a timely administrative appeal concerning the interpretation or application of any technical provisions of the Code section allegedly violated. However, once an issue had been determined by a Hearing Officer in a specific case, that issue may not be further reviewed by a City board in that specific case. A named violator waives his right to administrative appeal to other City boards if the violator does not apply for such appeal prior to the violator's code enforcement hearing before the Hearing Officer.

(2) Upon exhaustion of a timely filed administrative appeal and finalization of the administrative order by such board, the Hearing Officer may exercise all powers given to him by this chapter. The Hearing Officer shall not, however, exercise any jurisdiction over such

alleged Code violations until the time allowed for court appeal of the ruling of such board has lapsed or until such further appeal has been exhausted.

(3) The Hearing Officer shall be bound by the interpretations and decisions of duly authorized City boards concerning the provisions of the codes within their respective City jurisdictions. In the event such a board decides that an alleged violation of the Code is not in accordance with such board's interpretation of the Code provision on which the violation is based, the Hearing Officers shall not be empowered to proceed with the enforcement of the violation.

(p) If the owner of property which is subject to an enforcement action or proceeding transfers ownership of such property between the time the initial citation or citations were issued and the time of the hearing, such owner shall:

(1) Disclose, in writing, the existence and the nature of the proceeding to the prospective transferee.

(2) Deliver to the prospective transferee a copy of the pleadings, notices, and other materials relating to the code enforcement proceeding received by the transferor.

(3) Disclose, in writing, to the prospective transferee that the new owner will be responsible for compliance with the applicable code and with orders issued in the code enforcement proceeding.

(4) File a notice with the Hearing Officer of the transfer of the property, with the identity and address of the new owner and copies of the disclosures made to the new owner, within five (5) days after the date of transfer.

A failure to make the disclosure described in subparagraphs (p)(1)(2)(3) above, before the transfer creates a rebuttable presumption of fraud. If the property is transferred before the hearing, the proceeding shall not be dismissed but the new owner will be added as an additional party of record and thereafter shall be provided a reasonable period of time as determined by the Code Inspector to

correct the violation before the hearing is held. Continuing violation penalties, if any, shall continue to accrue against the original party. No civil penalty or continuing violation penalties shall accrue against the new owner until and unless the new owner shall fail to correct the violation within the reasonable period provided to the new owner. All parties shall be jointly and severally liable for any penalties up to the amount common among them, and the amounts paid to the City shall be first applied to that common, joint and several amount.

(Ord. No. 560, § 1, 1-22-98; Ord. No. 773, § 1, 1-23-03 Ord. No. 1452, § 1, 6-14-2018)

SECTION 4. REPEAL. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

SECTION 5. 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 the Panama City Beach Land Development Code, and unless a contrary ordinance is adopted within ninety (90) days following each such publication, each codification of this Ordinance shall become the final and official record of the matters herein ordained and there codified. Section numbers may be assigned and changed whenever necessary or convenient.

SECTION 6. SEVERABILITY. If any section, subsection, clause, phrase, or provision of this Ordinance is held invalid or unconstitutional, such

invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

SECTION 7. 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 \_\_\_\_\_, 2019.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

EXAMINED AND APPROVED by me this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
MAYOR

Published in the \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 2018.

Posted on pcbgov.com on the \_\_\_\_ day of \_\_\_\_\_, 2019.

**REGULAR ITEM**

**6**



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:  
ADMINISTRATION/MARIO GISBERT

2. MEETING DATE:  
DECEMBER 20, 2018

3. REQUESTED MOTION/ACTION:  
APPROVE RESOLUTION AUTHORIZING NOT TO EXCEED AMOUNT OF \$250,000 FOR  
DISASTER RECOVERY ADMINISTRATIVE SERVICES AND APPROVING BUDGET AMENDMENT

4. AGENDA  
PRESENTATION   
PUBLIC HEARING   
CONSENT   
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES  NO  N/A   
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES  NO  N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)  
ON NOVEMBER 8, 2018, THE COUNCIL AWARDED A CONTRACT TO HAGERTY CONSULTING FOR DISASTER RECOVERY ADMINISTRATIVE SERVICES. STAFF HAS NEGOTIATED A CONTRACT WITH HAGERTY FOR THESE SERVICES, AND RECOMMENDS A NOT TO EXCEED AMOUNT OF \$250,000. A BUDGET AMENDMENT IS NECESSARY TO FUND THE REQUEST, AND IS ALSO ATTACHED FOR YOUR CONSIDERATION.

STAFF RECOMMENDS APPROVAL OF THE CONTRACT AND BUDGET AMENDMENT.



**RESOLUTION 19-30**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH HAGERTY CONSULTING, INC., RELATED TO DISASTER RECOVERY ADMINISTRATIVE SERVICES FOR FEDERAL DISASTER GRANT MANAGEMENT CONSULTING, IN AN AMOUNT NOT TO EXCEED \$250,000; AUTHORIZING A BUDGET AMENDMENT FOR THE SERVICES; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.**

**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 and deliver on behalf of the City that Agreement between the City and Hagerty Consulting, Inc., relating to Disaster Recovery Administrative Services for Federal Disaster Grant Management Consulting, in an amount not to exceed Two Hundred Fifty Thousand Dollars (\$250,000.00), in substantially the form attached as Exhibit A and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution of such Agreement shall be conclusive evidence of such approval.
2. The following budget amendment (#4) is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2018, and ending September 30, 2019, as shown in and in accordance with the attached and incorporated Exhibit B, to reflect the expenditure of funds for the purposes stated herein.

**THIS RESOLUTION** shall be effective immediately upon passage.

**PASSED** in special session this \_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF PANAMACITY BEACH**

By \_\_\_\_\_  
**MIKE THOMAS, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**JO SMITH, CITY CLERK**

## PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (“Contract”), with an effective date of December 20, 2018, is hereby entered into between **The City of Panama City Beach, Florida (“City”)**, a political subdivision formed under the laws of the State of Florida, whose Administrative Office is at 110 South Arnold Road, Panama City Beach, Florida 32413; and **Hagerty Consulting, Inc. (“Provider”)**, a corporation organized and existing under the laws of the State of Illinois, whose corporate headquarters is at 1618 Orrington Avenue, Suite 201, Evanston, Illinois 60201. **City and Provider** will from time to time be referred to as “the **Parties.**”

### 1. GENERAL TERMS

**1.1. Headings:** Headings to paragraphs in this Contract shall not interpret or alter the meaning of the words in the respective paragraph, nor any other provision of this Contract.

**1.2. Time of Performance:** The timely performance by **Provider** of the services described in this Contract is of the essence, and shall commence on the Effective Date.

**1.3. Arbitration:** This contract is not subject to arbitration.

**1.4. Dispute Resolution:** The parties are fully committed to working with each other throughout the Contract and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, the **City and Provider** each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the services.

**1.4.1. Good Faith Negotiation and Right to Cure:** **City and Provider** will attempt in good faith to resolve through negotiation any claim, dispute, controversy, or counterclaim arising out of or relating to this Contract (hereafter collectively referred

*Exhibit A*

to as "Dispute"). Either party may initiate negotiations by providing written notice to the other party, setting forth the subject of the Dispute and the relief requested. The recipient of such notice shall respond within ten (10) business days with a written statement of its position on, and recommended solution to, the Dispute. If the Dispute is not resolved by this exchange of correspondence then representatives of each party with full settlement authority will meet at a mutually agreeable time and place within fifteen (15) business days of the determination that recommended solution was not agreeable, in order to exchange relevant information and perspectives, and to attempt to resolve the Dispute.

The party receiving notice of said Dispute shall be given reasonable time to correct and cure the problems or failings identified by the other party. In no event will the cure period be less than fifteen (15) business days.

**1.4.2. Mediation:** If the Dispute is not resolved by these negotiations, the **Parties** agree to submit any such unresolved Dispute to mediation, unless the parties mutually agree otherwise. Either party may commence mediation by providing the other party a written request for mediation, setting forth the subject of the Dispute and the relief requested. The parties will cooperate with one another in selecting a mediator, and in scheduling the mediation proceedings. The **Parties** covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible

or non-discoverable as a result of its use in the mediation. Either party may seek equitable relief prior to the mediation to preserve the status quo pending the completion of that process.

**1.4.3. Litigation:** If the parties hereto cannot settle any difference arising between them pursuant to this section 1.4 without litigation, any such litigation shall be governed by the laws of the State of Florida and shall take place in the courts located in the State of Florida.

**1.5. Merger, Amendment, and Waiver:** This Contract contains all the terms of all agreements, oral or written, between the parties, and is the only document containing all such terms. This Contract merges all prior contracts, agreements, and understandings between **City** and **Provider** concerning the scope of services described herein. The Scope of Services described in this Contract in Exhibit "A," attached hereto; the contract provisions for non-federal entities under Federal awards described in Exhibit "C," attached hereto; and all other terms of this Contract, shall not be amended or varied except by a written instrument signed by a duly authorized signatory of **City** and **Provider**. Forbearance by **City** from enforcing the strict terms of this Contract shall not be a waiver of any other term of this Contract, nor shall such forbearance entitle **Provider** to rely upon such forbearance in the event of another similar breach by **Provider** of the terms of this Contract.

**1.6. Compliance with EEOC and other U.S. Federal Laws and Regulations:** To the extent set forth in the respective statutes, **Provider** shall comply with the provisions of:

**1.6.1. Title VII of the Civil Rights Act of 1964;**

**1.6.2. Age Discrimination in Employment Act of 1967;**

**1.6.3. Title I of the Americans with Disabilities Act of 1990;**

**1.6.4. Equal Pay Act of 1963;**

**1.6.5. Fair Labor Standards Act of 1938; and**

**1.6.6. Immigration Reform and Control Act of 1986.**

**1.6.7. This Contract is intended to meet the applicable requirements contained in 2 C.F.R. Section 200.326 and 2 C.F.R. Part 200, Appendix II. If it is later determined that additional language is necessary to comply with those requirements, the Parties will work together in good faith to supplement the Contract as necessary.**

**1.7.** This Contract may be signed in any number of counterparts, each of which is an original and all of which taken together form one single document. Signatures delivered by email in PDF format or facsimile shall be effective.

**1.8.** By entering into this Contract, **Provider** affirmatively warrants that **Provider** is currently in compliance with such laws, and further warrants that during the term of this Contract, **Provider** shall remain in compliance therewith.

**2. SCOPE OF SERVICES:**

**2.1.** **Provider** shall perform those tasks set forth in Exhibit "A," attached hereto and incorporated herein by reference. The anticipated scope of work may be expanded, through an amendment signed by both **Parties**, to include other disaster preparedness and disaster recovery services. **Provider** shall also perform all services while in compliance with all items included in attached Exhibit "C."

**2.2.** This Contract has an initial three-year term from the effective date. In addition, **City** has the option to extend the term for an additional two (2) one (1) year periods by providing written notice to the **Provider**.

**2.2.** As an added control, **Provider** will not begin material new tasks without obtaining task order approval from the **City**. These task order approvals may take the form of an email



approval and will be completed at a level low enough to provide the City control the overall Contract spend and timeline, but at a level high enough to allow for efficient and effective project management and execution by Provider.

**3. PAYMENT FOR SERVICES:**

**3.1.** This is a time and materials contract with an initial Not to Exceed (“NTE”) cost of **Two Hundred Fifty Thousand Dollars (\$250,000)** for the services. The NTE cost may be increased by the City with a written amendment signed by both parties. **Provider’s** hourly rates and costs are set forth in Exhibit “B,” attached hereto and incorporated herein by reference.

**3.2** On a monthly basis, **Provider** will submit invoices to **City** detailing the time and material charges for the preceding month. Charges will be detailed by consultant with signed timesheets provided for support. Receipts or other charge detail will be provided to support travel and other direct costs.

**3.3** **City** will pay **Provider’s** invoices on a basis of net 60 days after receipt of invoice. Invoices not paid within 60 days after receipt of invoice will begin to accrue interest charges at the rate of twelve percent (12%) per annum.

**3.4** Invoices not paid within 90 days will be subject to collection efforts. **City** agrees to reimburse **Provider** for all reasonable costs of collection, including, but not limited to, attorney and court costs.

**3.5** **Provider** shall work with the **City** to establish a system to track and submit direct administrative costs for allowable reimbursement from FEMA, HUD, or the State of Florida. **City** represents and understands that FEMA, HUD, and similar recovery programs are “reimbursement” programs and that the **City** must pay **Provider** prior to seeking reimbursement for any allowable portion of these costs. For the avoidance of

doubt, **City** hereby agrees that its obligation to compensate **Provider** is not contingent upon the timing or the amount of reimbursement from FEMA, HUD, or the State of Florida.

**4. WARRANTIES OF PROVIDER AND CITY:**

**4.1. City warrants that:**

**4.1.1. City** has the lawful authority to enter into and perform this Contract;

**4.1.2. City** shall not offer employment to any employee of **Provider** for a period of two (2) years after the termination, except for cause, of this Contract.

**4.2. Provider warrants that Provider has:**

**4.2.1.** All necessary licenses and consents required for **Provider** to enter into and fully perform the Scope of Services set forth on Exhibit "A;"

**4.2.2.** All required insurances, including Worker's Compensation Insurance and General Liability Insurance in at least the following amounts: Worker's compensation as required by law; general liability coverage shall provide minimum limits of liability of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The **City** shall be named as an additional insured on the general liability policy. The **City** must be provided with notice prior to cancellation, modification or reduction in limits of any stipulated insurance.

**4.2.3.** No conflict of interest with any other contract with a third party that might cause a claim to arise against **City** by the entry into or performance of this Contract by **Provider**.

**4.3. Provider warrants that Provider shall throughout the term of this Contract:**

**4.3.1.** Perform all tasks required under the Scope of Services with the same degree of skill and care as members of the same profession operating in the State of Florida;

4.3.2. Ensure that any third party, employee, agent, or subcontractor of **Provider** shall comply with the terms of this Contract concerning employment discrimination, insurances, and the requirements of Exhibit C so far as concerns this Contract;

**5. OWNERSHIP OF PROJECT MATTER:**

Unless otherwise agreed between **City** and **Provider**, and approved by **City's** attorney:

5.1 All plans, reports, surveys, and other professional work product of **Provider** concerning this Contract (but not internal working files, drafts, memoranda, and equipment) shall become the property of **City** during and at the completion or termination of this Contract;

5.2. All materials supplied or loaned by **City** to **Provider** during the term of this Contract shall remain the property of **City**;

5.3. All intellectual property provided to **City** by **Provider** and originating from this Contract shall become and remain the property of **City**, and **Provider** shall not, without the written consent and license from **City**, use such intellectual property for another commercial purpose;

5.4. **City** shall not become the owner, assignee, or licensee of any standard routine, programs, development tools, techniques, interfaces, texts, or other work existing prior to the date of this Contract that may be used by **Provider** in providing the services or intellectual property subject to this Contract, except as may be specifically agreed in writing between the parties. Any such agreement shall be an amendment to this contract.

**6. EARLY TERMINATION OF CONTRACT:**

**City** and **Provider** shall have the right, upon thirty (30) days written notice, to terminate this Contract, and thereafter **City** shall have no obligation to pay for services provided to **City** except up to the effective date of termination of this Contract.

**7. INDEPENDENT CONTRACTOR STATUS:**

Disaster Recovery Administrative Services

Page 7 of 21

AGENDA ITEM #

6

By entering into this Contract, **Provider** shall not become a servant, agent, or employee of **City**, but shall remain at all times an independent contractor to **City**. This Contract shall not be deemed to create any joint venture, partnership, or common enterprise between **Provider** and **City**, and the rights and obligations of the parties shall not be other than as expressly set forth herein.

**8. NOTICES TO PARTIES:**

All notices to each party to this Contract, except routine notices of performance of the Scope of Services during the Contract term, shall be in writing, and sent as follows:

**To City:**

Mario Gisbert, City Manager

110 South Arnold Road, Panama City Beach, FL 32413

Tel: 850-233-5100

mgisbert@pcb.gov.com

**To Provider:**

Stephen H. Hagerty

President, Hagerty Consulting

1618 Orrington Avenue

Suite 201

Evanston, IL 60201

(Tel: 847-492-8454 ext. 110; Fax: 847-859-1710)

**8.1. Form of Notice:** All notices required or permitted under this Contract shall be effective:

**8.1.1.** On the third (3<sup>rd</sup>) business day after mailing by depositing the notice in the United States Mail, certified mail, return receipt requested, postage prepaid, addressed as set

forth above; or on the day of receipt of such notice (whether by mail, courier, hand delivery, or otherwise), whichever is the earlier date of receipt; or

**8.1.2.** On the first day after receipt of a facsimile or electronic transmission of the written notice, with delivery confirmed, provided that such notice is also thereafter sent by first class mail as set forth above.

**9. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT:**

The **Provider** will indemnify and hold harmless the **City** and its agents and employees from and against all claims, damages, losses and expenses, arising directly from the performance of the services and work provided that any such claims, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, injury to or destruction of tangible property, and is caused by any negligent or willful act or omission of the **Provider**. The obligation of the **Provider** under this paragraph shall not extend to the liability of the **City** or its agents or employees arising out of reports, surveys, change orders, designs, or specifications that are not attributable to the **Provider**.

**10. INSURANCE:**

**10.1.** The Provider shall procure and maintain the following insurance during the term of the Contract:

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

Coverage A – Worker’s Compensation – Statutory

Coverage B – Employer's Liability - \$1,000,000.00

**10.1.2. Liability:** Comprehensive General Liability insurance including coverage for all operations, including, but not limited to Contractual, Products and Completed Operations, and Personal Injury. The minimum primary limits shall be no less than \$1,000,000 per occurrence / \$2,000,000 annual aggregate Personal Injury Liability, and no less than \$500,000 Property Damage Liability, or \$2,000,000 Combined Single Limit Liability, or higher limits if required by any Excess Liability Insurer. City shall be named as additional insured pursuant to an additional insured endorsement on ISO Form 20 10 10 01 (or superseding form) providing comprehensive general liability coverage for completed operations in addition to on-going operations.

**10.1.3. Automobile Liability:** Automobile Liability insurance including all owned, hired, and non-owned automobiles. The minimum primary limits shall be no less than \$1,000,000 Bodily Injury Liability, and no less than \$1,000,000 Property Damage Liability, or no less than \$1,000,000 Combined Single Limit Liability, or higher limits if required by the Excess Liability Insurer. City shall be named as additional insured.

**10.1.4. Professional Liability:** Professional Liability insurance covering professional services rendered in accordance with this Agreement in an amount not less than \$1,000,000 per occurrence / \$2,000,000 annual aggregate..



**10.2** The **Provider** shall furnish to the **City** certificates of insurance. Such certificates shall contain the following wording: "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE AMENDED IN LIMITS OR SCOPE OF COVERAGE OR CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS."

**11. 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 Provider is acting on behalf of City as provided under Section 119.011(2), Provider 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 Consultant 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.

**IN WITNESS WHEREOF,**

**Provider: Hagerty Consulting, Inc.**

By (signature): \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Witness: \_\_\_\_\_

**City: The City of Panama City Beach, Florida**

By (signature): \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: Mario Gisbert

Title: City Manager

Attest: \_\_\_\_\_

## EXHIBIT "A"

### SCOPE OF SERVICES

**Provider** will assist the **City** in strategically managing the project development and administration of various Federal and State Disaster Programs related to Presidentially declared emergencies or disasters.

Federal Programs may include, but are not limited to: FEMA Public Assistance (PA); FEMA 404 Hazard Mitigation Grant Program (HMGP); FEMA Individual Assistance (IA); HUD Community Development Block Grant Disaster Recovery, Federal Highway Emergency Relief Program, and the Federal Transit Administration Emergency Relief Program. In addition, the awarded firm will also provide project development and grants management services. ~~Examples of disaster recovery services that may be required, include:~~

- ~~1) Activities carried out to identify and generate a list of damaged sites for a specific project;~~
- ~~2) Activities to discuss the need for immediate funding and collect supporting documentation for a specific project;~~
- ~~3) Activities to collect damage data, invoices, estimates and support documentation related to a specific project;~~
- ~~4) Activities carried out to evaluate the impact of hazard mitigation measures, insurance coverage, historic preservation, environmental impact, and flood risk for a specific site or project;~~
- ~~5) Activities to review or support the compliance of the project with Public Assistance financial requirements for a specific project;~~
- ~~6) Activities related to visiting, surveying, and assessing sites for a specific project;~~
- ~~7) Activities related to developing the detailed site-specific damage description component of a specific project worksheet;~~
- ~~8) Activities related to developing the scope of work component for a specific project worksheet;~~
- ~~9) Activities related to justifying and developing an alternate project plan and/or additional activities directly related to a specific improved project request;~~
- ~~10) Activities related to developing, requesting, transmitting, and processing documents to request all or portion of the allocated project award amount for a specific project;~~
- ~~11) Activities to assist the grantee with assembling, transmitting, and developing final actual costs for grant closure related to a specific project;~~
- ~~12) Activities to respond to grant review, inspection, or closure document requests from the grantee for a specific project;~~
- ~~13) Activities to adjust or estimate cost over/under runs for the purpose of project closeout for a specific project;~~
- ~~14) Activities to support the development of a new version of the current project worksheet for the purpose of adjusting the project amount for a specific project;~~

Specifically, **Provider** will provide experienced personnel and resources to complete the following activities:

- A. Applicants Briefing and Kick-Off Meeting. Attend meetings with the State/Federal agencies including applicant briefings, kick-off meetings and project specific discussions;
- B. Technical Assistance. Provide general financial management advice and assistance including but not limited to:
- Develop and support the ongoing activity of a disaster recovery team to manage the FEMA Public Assistance process;
  - Provide advice as to the disaster recovery team as appropriate and participate in meetings;
  - Provide advice as to the eligibility of facilities, work, and costs and develop justifications for presentation to the State of Florida and FEMA with regard to any issues which may arise;
  - Provide extensive knowledge, experience, and technical competence in dealing with Federal regulations, specifically including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, the Post-Katrina Emergency Management Reform Act of 2006, and the Sandy Recovery Improvement Act of 2013;
  - Advise and provide technical support for FHWA Disaster Relief and/or FTA Disaster Relief funding.
  - Briefing purchasing, contracting and department personnel on requisite/purchasing procedures and documentation
- C. Correspondence. Prepare correspondence to the State of Florida, FEM, HUD, etc. on behalf of the City as necessary; Prepare a program management plan; Prepare periodic reports to the County as to the status of grant management progress and participate in all status meetings;
- D. Inspection/Damage Assessment. Inspect disaster related damage to eligible facilities, identify eligible emergency and permanent work (Category A-G) and review records of emergency expenses incurred by the City;
- E. Document. Ensure all eligible damages have been quantified and presented to federal inspectors/Project Officers;
- F. Financial Tracking. Advise on FEMA's regulation and policy on tracking costs, including direct administrative costs and, to facilitate reimbursement for all eligible client costs. Categorize, record, track and file costs on approved forms in support of the financial reimbursement process. Communicate with City Departments on a daily basis and maintain an up-to-date database of eligible labor, equipment, and materials costs as reported on Event Activity Tracking Forms to prepare daily reports to City management;
- G. Financial Management. Assistance in requesting Immediate Needs Funding or Grants Based on Estimates; Development and tracking of plans for Cash flow management and disbursements by State/FEMA; Insurance evaluation, documentation adjusting and settlement services; Tracking project progress,

expenditures, reimbursement requests and receipts. Perform internal controls assessment and support compliance monitoring activities.

- H. Project Worksheet. Prepare Project Worksheets for Categories A-G for review by FEMA and the State ensuring that the scope of work is accurate and comprehensive, estimates are accurate, expenses are eligible and documented, and that projects are categorized as small or large in a manner that ensures prompt and sufficient reimbursement to the City; Attend all meetings with the City, State and FEMA (and/or other Federal agencies) to negotiate individual Project Worksheets as needed;
- I. Repair and Restoration. Review the scope of work and bidding procedures of proposed damage repair/reconstruction work for compliance with FEMA requirements;
- J. Documentation. Support departments with organizing reimbursable expenses. Review, maintain and ensure accuracy of documentation prepared by City departments;
- K. Reporting. Compile and summarize in FEMA approved format Category A through G costs for presentation to FEMA and the State and inclusion in project worksheets;
- L. Provide assistance to departments having difficulty with their claims;
- M. Ensure the county meets all deadlines imposed by FEMA and/or the State for documentation, appeals, completion of work, etc;
- N. Appeal. If the City disagrees with any FEMA determinations, make all reasonable efforts to resolve any such dispute and/or strategize and write appeals; Provide fully qualified counsel to the City in support of any legal action required as the result of an appeal;
- O. Closeout. Preparation of closeout packages including final funding reconciliation, copies of required permits, exemptions or waivers, bid documents, change orders, improved project filings, compliance monitoring, and other documents required or useful for grant closeout review. Prepare all documentation for, and represent the City in, all project closeout activities, Participate in exit conferences with the City, State, and FEMA;
- P. Audit. Upon completion of all projects and drawn down reimbursement for all eligible costs, finalize preparations for State and FEMA final inspections and audits.
- Q. FEMA 404 and 406 Hazard Mitigation Services: Assist in identifying, developing and evaluating opportunities for hazard mitigation projects (Section 404 and 406). Develop hazard mitigation proposals, cost benefit analysis (BCA). Prepare other hazard mitigation services related to Hazard Mitigation Grant Program, Pre-Disaster Mitigation, and other mitigation programs.
- R. HUD Community Development Block Grant Disaster Recovery (CDBG-DR) Support Services: Provide knowledge, experience, and technical competence in the planning, administration, and implementation of eligible CDBG activities as

identified at 24 CFR 570 and modified or waived under Federal Register allocation of the CDBG-DR funds. Conduct unmet needs assessment – particularly housing, infrastructure, and economy. Provide extensive knowledge of CDBG eligible activities and national objectives particularly as they apply to disaster recovery, and develop and submit Action Plans. Provide technical assistance as requested including HUD level environmental reviews and clearance and other cross-cutting federal requirements such as documentation, procurement, federal labor standards, fair housing, accessibility, uniform administration, closeout, and monitoring and compliance. Provide other HUD related technical assistance and consulting services as needed.

- S. Other Grant Management Assistance: Provide other state and federal grant management services as needed. Assist the City with the management and administration of other federal grant management programs not identified above. Evaluate and recommend potential alternate and/or improved projects. Evaluate the appropriateness of the use of FEMA pilot programs including the Section 428 Public Assistance Alternative Procedures for Permanent Work and Debris Removal.



**EXHIBIT “B”**

**Hourly Rates and Costs**

Services will be provided and invoiced by **Provider** based upon the time incurred at the labor categories and hourly rates defined below, plus the reimbursement of travel costs and other direct costs as more fully described below.

**Travel and Other Direct Costs** – **Provider** will invoice **City** for travel costs in alignment with the US General Services (GSA) Federal Travel Regulations at cost, without markup. Other direct costs (ODC) may include reproduction, postage, or QuickBase licensing costs. ODCs will be invoiced to **City** at cost, without markup.

**Labor Categories and Hourly Rates** – Labor categories and associated hourly rates for services performed under this contract are detailed below. These rates will be held constant for the first two-years of the contract term. At the end of the two-year period, and annually thereafter, the **Provider’s** hourly rates will increase by the cumulative rate of inflation over that period as measured by the Consumer Price Index. For all labor categories, additional years of experience may be substituted for educational requirements.

<b>Labor Category</b>	<b>Staff Qualifications</b>	<b>Hourly Rate</b>
<b>Senior Project Executive</b>	Experience of fifteen or more years with an advanced degree or fifteen or more years with a bachelor’s degree. Demonstrates senior experience in management consulting.	<u>\$250</u>
<b>Project Executive</b>	Experience of twelve or more years with an advanced degree or fifteen or more years with a bachelor’s degree. Demonstrates senior experience in management consulting.	<u>\$200</u>
<b>Senior Subject Matter Expert</b>	Experience of fifteen or more years in a specific subject or industry, or ten years’ experience and more than one specialized advanced degree.	<u>\$240</u>
<b>Subject Matter Expert</b>	Experience of twelve or more years in a specific subject or industry, or eight years’ experience and more than one specialized advanced degree.	<u>\$205</u>
<b>Senior Project Manager</b>	Experience of eight or more years with an advanced degree, or ten or more years with a bachelor’s degree.	<u>\$190</u>
<b>Project Manager</b>	Experience of five or more years with an advanced degree, or eight or more years with a bachelor’s degree.	<u>\$160</u>
<b>Engineer / Scientist III</b>	Experience of eight or more years plus, at minimum, a college degree in a relevant field (e.g. engineering, biology, ecology, construction management).	<u>\$175</u>
<b>Senior Engineer / Planner / Analyst</b>	Experience of five or more years plus, at minimum, a college degree in a relevant field (e.g. engineering, biology, ecology, construction management).	<u>\$145</u>
<b>Engineer / Planner / Analyst</b>	Experience of one or more years plus, at minimum, a college degree in a relevant field (e.g. engineering, biology, ecology, construction management).	<u>\$110</u>

<b>Labor Category</b>	<b>Staff Qualifications</b>	<b>Hourly Rate</b>
<b>Damage Assessment Estimator III</b>	<u>Experience of ten or more years plus, at minimum, a college degree in a relevant field (e.g. cost estimating, construction management).</u>	<u>\$180</u>
<b>Senior Damage Assessment Estimator</b>	<u>Experience of six or more years plus, at minimum, a college degree in a relevant field (e.g. cost estimating, construction management).</u>	<u>\$150</u>
<b>Damage Assessment Estimator</b>	<u>Experience of one or more years plus, at minimum, a college degree in a relevant field (e.g. cost estimating, construction management).</u>	<u>\$110</u>
<b>Financial Management Specialist III</b>	<u>Experience of ten or more years plus, at minimum, a college degree in a relevant field (e.g. accounting, management, finance, information technology).</u>	<u>\$190</u>
<b>Senior Financial Management Specialist</b>	<u>Experience of five or more years plus, at minimum, a college degree in a relevant field (e.g. accounting, management, finance, information technology).</u>	<u>\$150</u>
<b>Financial Management Specialist</b>	<u>Experience of one or more years plus, at minimum, a college degree in a relevant field (e.g. accounting, management, finance, information technology).</u>	<u>\$110</u>
<b>Grant Management Specialist III</b>	<u>Experience of eight or more years with a bachelor's degree, or three or more years with an advanced degree.</u>	<u>\$170</u>
<b>Senior Grant Management Specialist</b>	<u>Experience of four or more years plus, at minimum, a college degree in a relevant field (e.g. accounting, management, finance).</u>	<u>\$140</u>
<b>Grant Management Specialist</b>	<u>Experience of one or more years plus, at minimum, a college degree in a relevant field (e.g. accounting, management, finance).</u>	<u>\$110</u>
<b>Analyst</b>	<u>Experience of less than two years with a college degree.</u>	<u>\$105</u>
<b>Senior Administrator</b>	<u>Experience of two or more years with no college degree required.</u>	<u>\$90</u>
<b>Administrative Assistant</b>	<u>No college degree required.</u>	<u>\$60</u>

*Note: Hagerty allows additional years of experience to be substituted for education requirements.*

**EXHIBIT C:**

**CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she



is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection

with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

**CITY OF PANAMA CITY BEACH  
BUDGET TRANSFER FORM BF-10**

No. BA # 4

FUND	GENERAL ACCOUNT NUMBER	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	001-1300-513.52-91	Hurricane Michael	0.00	250,000.00	250,000.00
FROM	001-8100-999.96-00	Reserves Available for Expenditures	5,753,049.00	(250,000.00)	5,503,049.00
			0.00	0.00	0.00
			0.00	0.00	0.00
			0.00	0.00	0.00
		Check Adjustment Totals:	5,753,049.00	0.00	5,753,049.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To record budget amendment for Hagerty Consulting, Inc. related to disaster recovery administrative services;  
contract amount not to exceed \$250,000.00

ROUTING FOR APPROVAL

\_\_\_\_\_ DEPARTMENT HEAD \_\_\_\_\_ DATE \_\_\_\_\_ CITY MANAGER \_\_\_\_\_ DATE  
\_\_\_\_\_ FINANCE DIRECTOR \_\_\_\_\_ DATE

*Exhibit B*  
AGENDA ITEM # *6*



**REGULAR ITEM**

**7**



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

**1. DEPARTMENT MAKING REQUEST/NAME:**

Parks and Recreation

**2. MEETING DATE:**

December 20, 2018

**3. REQUESTED MOTION/ACTION:**

Request for Janitorial Services from TSC Janitorial Services for the Panama City Beach Library

**4. AGENDA**

PRESENTATION   
PUBLIC HEARING   
CONSENT   
REGULAR

**5. IS THIS ITEM BUDGETED (IF APPLICABLE)?** YES  NO  N/A   
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES  NO  N/A

**6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)**

On July 30, 2018, the City Council approved an Janitorial Services with TCS for five City buildings. The Agreement contemplated the City Manager's authorization of additional services as deemed reasonable and necessary.

On November 27, 2018, the City authorized TCS to provide additional janitorial services to the Panama City Beach Public Library. The authorization is effective from November 2018 through September 2019. At the conclusion of this authorization, Staff intends to handle these services in house and will propose any associated costs in the budget for the next fiscal year.

A budget amendment in the amount of \$9,360.00 is attached.

Staff recommends approval.

**RESOLUTION 19-31**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING A BUDGET AMENDMENT FOR ADDITIONAL JANITORIAL SERVICES AT THE LIBRARY IN AN AMOUNT NOT TO EXCEED \$9,360; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.**

**WHEREAS**, on July 30, 2018, the City entered into an Agreement with TCS for Janitorial Services at 5 City Buildings which did not include services at the Library but contemplated authorization of additional services; and

**WHEREAS**, on November 27, 2018, the City authorized additional Janitorial Services at the Library with TCS in an amount not to exceed \$9,360 which requires the recording of a budget amendment in that amount.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Panama City Beach that the following budget amendment (#5) is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2018, and ending September 30, 2019, as shown in and in accordance with the attached and incorporated Exhibit A, to reflect the expenditure of funds for the purposes stated herein.

**THIS RESOLUTION** shall be effective immediately upon passage.

**PASSED** in special session this \_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF PANAMA CITY BEACH**

By \_\_\_\_\_  
**MIKE THOMAS, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**JO SMITH, CITY CLERK**

**CITY OF PANAMA CITY BEACH  
BUDGET TRANSFER FORM BF-10**

No. BA # 5

FUND	GENERAL ACCOUNT NUMBER	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	001-7100-571.34-10	Contractual Services	194,000.00	9,360.00	203,360.00
FROM	001-8100-999.96-00	Reserves Available for Expenditures	5,003,049.00	<b>(9,360.00)</b>	4,993,689.00
			0.00	0.00	0.00
			0.00	0.00	0.00
			0.00	0.00	0.00
		Check Adjustment Totals:	5,197,049.00	0.00	5,197,049.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To record budget amendment to modify contract with TCS to provide janitorial services at the Library

4X per week (recreation staff will continue to clean 2X per week)

ROUTING FOR APPROVAL

\_\_\_\_\_ DEPARTMENT HEAD \_\_\_\_\_ DATE

\_\_\_\_\_ CITY MANAGER \_\_\_\_\_ DATE

\_\_\_\_\_ FINANCE DIRECTOR \_\_\_\_\_ DATE

EXH. B. 17 A  
AGENDA ITEM # 7

**AUTHORIZATION OF ADDITIONAL  
JANITORIAL SERVICES**

**THIS AUTHORIZATION** is made and entered into this 27<sup>th</sup> day of November, 2018, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation (City) and **TCS** (Contractor).

**1. AUTHORIZATION OF ADDITIONAL SERVICES**

Reference is made to that certain 2018 Janitorial Services Agreement between the City and Contractor dated July 30, 2018, the terms, conditions, and definitions of which are incorporated herein as if set forth in full. Such terms, conditions, and definitions shall apply unless expressly modified or inconsistent with the terms of this Authorization.

Pursuant to the Agreement, the City Manager authorizes and Contractor agrees to perform additional janitorial services for the Panama City Beach Public Library as more fully set forth herein. Such services shall be provided after 6:00 p.m. every Tuesday, Wednesday, Thursday, and Friday. Janitorial services shall include trash removal, cleaning all interior floors, and cleaning the inside of all windows once per week. No services shall commence prior to 6:00 p.m.

**2. COMPENSATION**

As compensation for the services contemplated herein and performance rendered by Contractor of its duties and obligations hereunder, City shall pay Contractor Forty-Five Dollars (\$45.00) per cleaning session at a total cost not to exceed Nine Thousand, Three Hundred Sixty and 0/100 Dollars (\$9,360.00) during the term of this authorization. The City shall pay to the Contractor as full consideration for the performance of the work required by this Agreement, upon the basis of actual measured quantities as the same may be finally determined by the City Manager or his designee(s).

**3. TERM**

Unless terminated sooner pursuant to the provision of the Termination clauses of the Janitorial Services Agreement, this Authorization shall take effect on the day and year first above written for an initial term of one years.

Upon execution of this Authorization by both City and Contractor, Contractor is directed to proceed.

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

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

Witness:  
L. Long  
Becky Cox

TCS  
By: [Signature] Date: 11-20-18  
Its: owner

ATTEST:  
[Signature]  
City Clerk

CITY OF PANAMA CITY BEACH, FLA.  
By: [Signature] Date: 11.20.18  
City Manager



**REGULAR ITEM**

**8**



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Public Works / Kelly Jenkins

2. MEETING DATE:

12/20/18

3. REQUESTED MOTION/ACTION:

Approve Mitigation Credit Agreement with the St. Joe Company for impacted wetlands for the North Glades and Hombre Drainage Improvements project, in the amount of \$22,875.00.

4. AGENDA

PRESENTATION   
PUBLIC HEARING   
CONSENT   
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES  NO  N/A   
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES  NO  N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

CDM Smith was tasked to analyze different possible scenarios, for the Glades stormwater basin to see if proposed infrastructure improvements could help alleviate some of the flooding for 100 year rainfall events. The report suggested making a few different improvements which combined would be able to drop flooding levels approximately 0.6' in those areas where the most damage occurred to residences. One of those recommendations from the report was to widen the channel that the Glades discharges to on the north side of Back Beach Road which then outfalls into West Bay.

This ditch runs primarily through St. Joe land which lies within their overall planned Breakfast Point Subdivision. Along this ditch are many different land designations including conservation easements, mitigation banks, and wetlands (both high and low quality). The outfall route was flagged and surveyed by Icarus Ecological Services, Inc. The survey information of these wetland impacts was utilized when staff, Dewberry, Inc., and Icarus met with the Florida Department of Environmental Protection (FDEP) and the US Army Corps of Engineers (COE).

In September 2017, the Council approved an agreement with the St. Joe Company for this project. That agreement expressly contemplated a separate agreement for the purchase of mitigation credits for the Project once determined. The attached agreement confirms the wetland impacts, and their offset by the mitigation credit purchase in the amount of \$22,875.00.

Staff recommends approval and has sufficient funds in this fiscal year stormwater budget.

AGENDA ITEM # 8

**RESOLUTION 19-36**

**A RESOLUTION APPROVING A MITIGATION CREDIT PURCHASE AGREEMENT WITH THE ST. JOE COMPANY, FOR WETLAND IMPACTS ARISING FROM THE NORTH GLADES AND HOMBRE DRAINAGE IMPROVEMENTS PROJECT, IN THE AMOUNT OF \$22,875.**

**BE IT RESOLVED** that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement between the City and The St. Joe Company, relating to the purchase of mitigation credits to offset wetland impacts from North Glades and Hombre Drainage Improvements, in the amount of Twenty-Two Thousand, Eight Hundred and Seventy-Five Dollars (\$22,875), in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

**THIS RESOLUTION** shall be effective immediately upon passage.

**PASSED** in special session this \_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF PANAMA CITY BEACH**

By: \_\_\_\_\_  
Mike Thomas, Mayor

**ATTEST:**

\_\_\_\_\_  
Jo Smith, City Clerk

**MITIGATION CREDIT PURCHASE AGREEMENT**

**THIS MITIGATION CREDIT PURCHASE AGREEMENT** (the “Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the “Effective Date”), by and between **THE ST. JOE COMPANY**, a Florida corporation, on behalf of itself and its subsidiary **ST. JOE TIMBERLAND COMPANY OF DELAWARE, L.L.C.**, a Delaware limited liability company, whose mailing address is 133 S. WaterSound Parkway, WaterSound, Florida 32413 (“Seller”), and **THE CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation, whose mailing address is 110 South Arnold Road, Panama City Beach, Florida 32413 (“Buyer”).

**WITNESSETH:**

**WHEREAS**, Seller maintains an ecological restoration project named Breakfast Point Mitigation Bank located in Bay County, Florida (the “Mitigation Property”); and

**WHEREAS**, Seller owns a mitigation bank (BREAKFAST POINT MITIGATION BANK) with federal freshwater WRAP and state UMAM mitigation credits (“Credits”) available for transfer and sale under Florida Department of Environmental Protection (“FDEP”) Permit No. 0227475-001 and U.S. Army Corps of Engineers (“USACOE”) Permit No. SAJ-2004-1865-NW-GAH (collectively, “Seller’s Permits”); and

**WHEREAS**, as part of Buyer’s environmental permitting process for the proposed development of its project known as North Glades and Hombre Drainage Improvements (the “Project”) involving the USACOE (SAJ-2014-03115 (SP-TLW)), it is anticipated that Buyer’s permits from such governmental agencies will be conditioned upon purchase of Credits as compensatory mitigation; and

**WHEREAS**, Seller desires to sell and Buyer desires to purchase Credits available from the Mitigation Property on the terms and conditions below to be used to offset wetland impacts associated with the Project.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Terms of Purchase and Deposit.**

**Purchase Price.** Under the terms of this Agreement, Seller hereby agrees to sell 0.61 palustrine forested mitigation credits to compensate for 0.501 acres of high quality wetland impacts and 0.238 acres of low quality wetland impacts (the “Subject Credits”) to Buyer and Buyer agrees to pay for and purchase the Subject Credits from Seller for 50% of current market pricing of \$75,000.00 for the aggregate amount of Twenty Two Thousand EightHundred and Seventy Five Dollars(\$22,875.00 (the “Purchase Price”). The Purchase Price shall be payable to Seller by Buyer by check, wired federal funds or cashier’s check on or before January 31, 2018 (the “Payment Date”).

- (a) **Deposit.** Upon Buyer's execution of this Agreement, Buyer shall deliver to Seller the sum of Two Thousand, Two Hundred Eighty Seven Dollars and Fifty Cents (\$2,287.50) to be held as a deposit payment (the "Deposit"). Unless otherwise described herein or otherwise agreed, on the Payment Date the Deposit shall be credited against the Purchase Price paid by Buyer for the Subject Credits. The Deposit shall be non-refundable to Buyer except in the case of breach by Seller as set forth in Paragraph 5(a) below.
2. **Reservation of Credits.** Following Buyer's and Seller's execution of this Agreement, payment of the Deposit by Buyer, and upon Buyer's request, Seller will address applicable reservation letters to the FDEP and USACOE detailing the specific Subject Credits reserved by Seller.
3. **Timing of Transfer of Subject Credits.** Upon Seller's receipt of payment in full of the Purchase Price, the Subject Credits shall be deemed transferred and the Purchase Price shall be deemed fully earned. Seller shall provide to Buyer the applicable documentation required by the FDEP and USACOE to debit the Subject Credits from each of the Seller's FDEP and USACOE ledgers.
4. **Costs.** Each party shall bear its own costs associated with the terms of this Agreement.
5. **Covenants.**
- (a) **Seller.** Seller covenants and agrees that it shall comply with all conditions and continuing requirements set forth in Seller's Permits. Responsibility for compliance with the Seller's Permits as to mitigation on the Mitigation Property shall solely be the responsibility of Seller. Seller shall not be bound by any statement of any broker, employee, agent or other representative or affiliate of Seller.
- (b) **Buyer.** Buyer covenants and agrees that:
- i. the Subject Credits shall only be used in conjunction with the Project.
  - ii. the Subject Credits shall only be used as authorized by the applicable permits for the Project.
6. **Remedies.** In the event either Buyer or Seller breaches or fails to perform any covenant, agreement or obligation hereof, then the other party shall have all rights and remedies available at law or in equity including the right of injunctive relief, damages and the right to action for specific performance.
7. **Assignment.** Buyer may not assign, sell, transfer, convey or grant (whether voluntarily or otherwise) all or any portion of Buyer's interest in the Subject Credits and/or this Agreement without the prior written consent of Seller, which consent may be granted or withheld in Seller's sole discretion. Notwithstanding the foregoing, Buyer may, without Seller's consent, assign all or any portion of Buyer's interest in the Subject Credits and/or this Agreement in connection with a sale of all or a portion of the Project.





and the parties agree that no representation was made by or on behalf of the other which is not contained in this Agreement, and that in entering into this Agreement neither relied upon any representation not herein contained.

11. **Amendments and Waivers.** This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by each and all of the parties hereto. No failure by Buyer or Seller to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such any other covenant, agreement, term or condition. Any party hereto, by written notice to the other parties, may but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenants of any other party hereto. No waiver shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.
12. **No Joint Venture or Partnership or Agency Relationship.** Nothing contained in this Agreement shall be deemed or construed to create a joint venture or partnership and neither party shall be the agent of the other for any purpose. Neither party shall hold itself out as an agent, partner or joint venturer with the other and each party shall defend and indemnify the other against any claim of liability arising out of an asserted agency, partnership or joint venture by the other contrary to the express provisions of this Paragraph.
13. **Captions; Genders.** Captions used in this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement. Whenever used, the singular shall include the plural, the plural shall include the singular, and gender shall include all genders.
14. **Partial Invalidity.** In case any term of this Agreement shall be held to be invalid, illegal or unenforceable, in whole or in part, neither the validity of the remaining part of such term nor the validity of any other term of this Agreement shall in any way be affected thereby.
15. **Counterparts.** This Agreement may be executed in any number of counterparts, any one and all of which shall constitute the agreement of the parties and shall be deemed one original instrument.
16. **Time is of the Essence.** Time is of the essence under the terms of this Agreement. If any date referenced herein falls on a Saturday, Sunday or legal holiday, then such date shall automatically extend to the next business day. Failure to perform at the times stated in this Agreement shall constitute a default.
17. **Attorneys' Fees.** Non-prevailing party shall be liable for the prevailing party's reasonable attorneys' fees and court costs incurred in connection with any litigation relating to this Agreement, including but not limited to, attorneys' fees incurred in trial, post judgment, and appellate proceedings.

18. **No Warranty.** Buyer understands and agrees that Seller has made no representation or warranty as to the appropriateness, applicability, adequacy or suitability of the Subject Credits for Buyer's intended uses or purposes, and that Buyer accepts the Subject Credits in an "as is" condition without requiring any action, expense or other thing or matter on the part of Seller to be paid or performed and upon the issuance of the Minor Permit Modification to Seller's Environmental Resources Permit for the Subject Credits.
19. **Agreement Not Recordable.** Neither this Agreement nor a memorandum thereof shall be recorded in the public records of any county.
20. **Confidentiality.** Except as required in the normal conduct of the business of the parties hereto by law or as part of Buyer's permitting process, Buyer shall not, without the prior written approval of Seller, at any time during the term of this Agreement or thereafter, divulge to any third party, other than its attorneys, accountants, employees and professional advisors who are bound by confidentiality, any information concerning the contents of this Agreement. Buyer shall not make any press releases or other media dissemination of information relating to the transaction contemplated by this Agreement without the prior written approval of Seller, which may be granted or withheld in Seller's sole discretion. Nothing herein shall prevent the Buyer from complying with the requirements of Florida's public records law, Chapter 119, Florida statutes, compliance with which will not be considered a violation of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the dates written below their respective names.

**SELLER:**

THE ST. JOE COMPANY,  
on its behalf and on behalf of

ST. JOE TIMBERLAND COMPANY  
OF DELAWARE, L.L.C.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**BUYER:**

THE CITY OF PANAMA CITY BEACH

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
City Clerk

# REGULAR ITEM

9



## CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

FIRE DEPARTMENT

2. MEETING DATE:

DECEMBER 20, 2018

3. REQUESTED MOTION/ACTION:

APPROVE A POLICY FOR PANAMA CITY BEACH FIRE AND RESCUE EMPLOYEES DEPLOYING UNDER THE FLORIDA STATEWIDE EMERGENCY RESPONSE PLAN

4. AGENDA

PRESENTATION   
PUBLIC HEARING   
CONSENT   
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? Yes  No   
BUDGET AMENDMENT OR N/A

N/A

DETAILED BUDGET AMENDMENT ATTACHED Yes  No

N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

FOLLOWING HURRICANE MICHAEL'S LANDFALL, PANAMA CITY BEACH FIRE AND RESCUE EMPLOYEES WERE DEPLOYED UNDER THE FLORIDA STATEWIDE EMERGENCY RESPONSE PLAN THROUGHOUT THE COMMUNITY TO AID IN DISASTER RECOVERY.

TO BETTER PREPARE FOR FUTURE DEPLOYMENTS, THE FIRE DEPARTMENT ESTABLISHED A SET OF STANDARD OPERATING GUIDELINES AND POLICIES. THE GUIDELINES SET PROCEDURES FOR DEPLOYMENTS INCLUDING DEPLOYMENT CREDENTIALS, DEPLOYMENT COMPENSATION, EQUIPMENT REQUIREMENTS, AND DOCUMENTATION REQUIREMENTS.

STAFF REQUESTS APPROVAL OF THE FIRE AND RESCUE DEPARTMENTS POLICY.

AGENDA ITEM # 9

RESOLUTION 19-40

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, ESTABLISHING A POLICY FOR PANAMA CITY BEACH FIRE AND RESCUE EMPLOYEES DEPLOYING UNDER THE FLORIDA STATEWIDE EMERGENCY RESPONSE PLAN; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT RESOLVED by the City Council of the City of Panama City Beach, from and after the effective date of this Resolution, that the Disaster Deployment Standard Operating Guidelines attached and incorporated herein as Exhibit A to this Resolution, is hereby approved.

THIS RESOLUTION shall take effect on immediately upon its passage.

PASSED, APPROVED, AND ADOPTED in special session this \_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF PANAMA CITY BEACH

\_\_\_\_\_  
MIKE THOMAS, MAYOR

ATTEST:

\_\_\_\_\_  
JO SMITH, CITY CLERK

Resolution 19-40

AGENDA ITEM # \_\_\_\_\_

9

## EXHIBIT A

# PANAMA CITY BEACH FIRE RESCUE

## STANDARD OPERATING GUIDELINES

**TITLE:** Disaster Deployment

**DATE REVISED:** DECEMBER 2018

207.07 (c)

---

### **PURPOSE**

To provide guidance for Panama City Beach Fire Rescue members deploying under the Florida Statewide Emergency Response Plan (SERP). The SERP was created to provide for the systematic mobilization, deployment, organization, and management of emergency resources throughout Florida, and the Nation, in assisting local agencies in mitigating the effects of any large-scale disaster.

### **RESPONSIBILITY**

All PCBFR members

### **PROCEDURE/GUIDELINE**

All personnel are responsible for adhering to this deployment guideline. Authority to deviate from this guideline rests with the Fire Chief or their designee.

The Fire Department will maintain a ready deployment recall roster of all qualified employees wishing to be considered for any SERP mission deployment order. Employees must have the following minimum credentials to be placed on the ready deployment recall list as required under the SERP plan.

- **Firefighters** - This is the 2nd, 3rd and/or 4th person on the apparatus. These individuals must have completed the Statewide Emergency Response Plan (SERP) course, I-100 (Introduction to ICS), S-130 (Basic Wildland Firefighting) S-190 (Introduction to Wildland Fire Behavior) and IS-700 (Introduction to the National Incident Management System) training
- **Engine Officer** - This is the lead person on the apparatus and must be qualified as a company officer or higher. He/she must have experience in suppressing fires and have completed the Statewide Emergency Response Plan (SERP) course, I-100 (Introduction to ICS), I-200 (Basic ICS), S-130 (Basic Wildland Firefighting) S-190 (Introduction to Wildland Fire Behavior), S-215 (Fire Operations in the Wildland-Urban Interface) and IS-700 (Introduction to the National Incident Management System).
- **Strike Team Leader** - This person must be qualified as a company officer or higher and experienced in directing the suppression of fire. The Strike Team Leader must have completed the Statewide Emergency Response Plan (SERP) course, I-100 (Introduction to ICS), I-200 (Basic ICS), I-300 (Intermediate ICS for Expanding Incidents), I-400 (Advanced ICS Command and General Staff-Complex Incidents), IS-700 (Introduction to the National Incident Management System), IS-800 (National Response Framework), IS-130 (Basic Wildland Firefighting), S-190 (Introduction to



# PANAMA CITY BEACH FIRE RESCUE

## STANDARD OPERATING GUIDELINES

**TITLE:** Disaster Deployment

**DATE REVISED:** DECEMBER 2018

207.07 (c)

---

Wildland Fire Behavior), S-215 (Fire Operations in the Wildland-Urban Interface) and S-330 (Strike Team Leader).

- **Technical Rescue** – must have the above minimum qualifications in addition to being certified in the disciplines of high angle rescue, confined space rescue, trench rescue, structural collapse rescue, and vehicle and machinery extrication.

### **RESOURCE TERMINOLOGY**

To provide standardization in deployment, specific terminology has been adopted under the SERP

#### **STRIKE TEAM**

Five (5) like units, e.g. Type I Engines, with common communications and an assigned Strike Team Leader. The leader should be in a separate vehicle for mobility and is responsible for coordinating the Strike Team's response to, efforts during the incident, and return home.

#### **TASK FORCE**

A combination of single resources assembled for a particular tactical need with common communications and a Leader. The leader should be in a separate vehicle for mobility and is responsible for coordinating the Task Force's response to, efforts during the incident, and return home.

#### **SINGLE RESOURCE**

Individual engine, equipment, or person(s) that may be requested to support the incident.

#### **RESOURCE DEPLOYMENT CONCEPTS**

Critical to the success of the SERP is the efficient deployment of resources in a timely fashion. The three (3) essential elements necessary to achieve this goal include: establishment of an efficient timeframe for deployment; the ability to pre-stage resources in advance of a pending disaster; and pre-identified Strike Teams and Task Forces within each region.

2

L. COUCH

LARRY COUCH  
CHIEF OF DEPARTMENT

AGENDA ITEM # 9

# PANAMA CITY BEACH FIRE RESCUE

## STANDARD OPERATING GUIDELINES

**TITLE:** Disaster Deployment

**DATE REVISED:** DECEMBER 2018

207.07 (c)

---

### **TIME FRAME FOR DEPLOYMENT ACTIVATIONS**

#### Standard Deployment

- Deployment of resources within three (3) hours of the mission assignment.
- Unless otherwise noted, resources will be deployed using this time frame for deployment.

#### Rapid Deployment

- Deployment of resources within one (1) hour of the mission assignment. Under a Rapid Deployment Order, on-duty personnel will be considered first for rostering of any mission.
- Under certain circumstances a more rapid deployment may be deemed necessary and authorized as a "Rapid Deployment".
- It is anticipated that the pre-identified resources will fill these requests when possible.
- It is anticipated that these "Rapid Activations" will peak quickly and terminate within a shorter time frame, thereby allowing for a shorter preparation time. Every effort will be made to provide relief and/or additional assistance to these units within the first 24 hours.

#### Scheduled Deployment

- Deployment of resources that can be scheduled in advance and would have in excess of (3) hours to deploy.
- Resources deployed under this time frame may be used to replace previously deployed resources, or otherwise fill a need that can be forecast.

### **ROTATION OF PERSONNEL / EXTENDED DEPLOYMENTS**

Once deployed, a team may be deployed for seven (7) days or more. Between ten (10) and fourteen (14) days, a crew rotation would be accomplished by the Department. This may require the rental of passenger vans to transport the relief team to the location and return the deployed returning members to the City.

L. COUCH

LARRY COUCH  
CHIEF OF DEPARTMENT

# PANAMA CITY BEACH FIRE RESCUE

## STANDARD OPERATING GUIDELINES

**TITLE:** Disaster Deployment

**DATE REVISED:** DECEMBER 2018

207.07 (c)

---

### **COMPENSATION METHODOLOGY FOR DEPLOYED MEMBERS**

- All non-exempt deployed members shall receive twenty-four (24) hours compensation for each of the days deployed and documented on ICS214's.
- All non-exempt deployed members shall be paid at the "deployment rate" of one-and one-half times their normal compensation rate commencing wheels up into deployment until returning back to the city station at demobilization.
- Standby (pre-deployment) hours shall be compensated at the member's normal compensation rate.
- Exempt deployed members shall earn an overtime payment for each hour worked above 40 during the deployment. The overtime payment shall be equal to the member's hourly rate calculated based upon the member's current annual salary, exclusive of fringe benefits.
- Following any deployment, all members are required to comply with any post-deployment rehabilitation periods as provided for within the mission demobilization order. This is typically twenty-four (24) to forty-eight (48) hours which begins after the official release from deployment status and return to the City. Any normally assigned shift hours which would occur during the defined rehab period will be compensable as "Professional time".

### **MISSION BOOK**

When resources are deployed to an affected area, the Team Leader, or individual if a Single Resource, will assure that a Mission Book is prepared in advance and prior to deployment that shall include the following information:

- Sufficient ICS 214 Unit Log's for each unit to cover multiple operational periods.
- Copy of ICS forms 202-206 and 221
- Personnel Emergency Contact Form
- Copy of all vehicle/apparatus registrations.
- Copy of vehicle insurance card(s)
- List of members cell numbers
- Copy of basic vehicle/apparatus inventory.
- Copy of Activation Orders
- Regional and State SERP contact numbers
- Maps (if available)

4

L. COUCH

LARRY COUCH  
CHIEF OF DEPARTMENT

AGENDA ITEM # 9

# PANAMA CITY BEACH FIRE RESCUE

## STANDARD OPERATING GUIDELINES

**TITLE:** Disaster Deployment

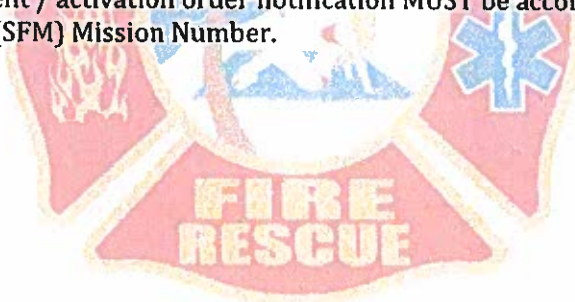
**DATE REVISED:** DECEMBER 2018

207.07 (c)

---

### **DEPARTMENT NOTIFICATION / MISSION DEPLOYMENT ACTIVATIONS**

1. The Statewide Emergency Response Committee in coordination with the State Emergency Operations Center activates a resource deployment order through direct contact with the executive staff of the Fire department. In most cases, the first call will place the team on stand-by.
2. Following formal notification and with approval of the Fire Chief, members on the ready deployment recall list shall be called in descending order beginning with the individual listed below the previous (last) individual deployed and continuing until the requested resource has been rostered. The list of all individuals rostered shall be forwarded to the Deputy Fire Chief.
3. Rostered members in preparation for deployment shall ensure they are deployable while awaiting the Resource Deployment Order and Mission Number. This would include a final check of their "Go Bag", any personal family matters, and ensuring any pending exchange of time (HOLDS) which they may be obligated to work are covered by other employees or forgiven by the employee which they are scheduled to work for. A list of suggested "Go Bag" inventory is provided below.
4. The deployment / activation order notification **MUST** be accompanied by a State Fire Marshal (SFM) Mission Number.



5

L. COUCH

LARRY COUCH  
CHIEF OF DEPARTMENT

AGENDA ITEM # 9

# PANAMA CITY BEACH FIRE RESCUE

## STANDARD OPERATING GUIDELINES

**TITLE:** Disaster Deployment

**DATE REVISED:** DECEMBER 2018

207.07 (c)

---

### DEPLOYMENT DOCUMENTATION / REPORTING

1. The deployed Strike Team Leader / Engine Officer will ensure that the ICS 201 (Incident Briefing Forms), ICS 214 (Daily Log Forms), and ICS 218 (Support Vehicle / Equipment Inventory Forms) are all completed accurately throughout the deployment. Additionally, any receipts for fuel shall be kept, along with starting and ending mileage for all vehicles. The forms will be transcribed to a typed ICS form within 72 hours of return from deployment and all documentation will be submitted to the Deputy Fire Chief.
2. The deployed Strike Team Leader / Engine Officer will contact the Deputy Chief daily if possible providing a situational report and any pertinent details concerning the operational effectiveness and needs of the crew.
3. The Deputy Chief will work with the Admin/Support Captain to ensure that the deployed members' payroll records are updated and correct for each employee. These payroll records will be entered following notification from the deployed Strike Team Leader or Engine Officer and shall be reconcilable with the completed ICS 214's and defined operational periods.
4. Throughout the deployment, each Battalion Chief shall ensure that a comment is added to the daily log which indicates who is deployed from their individual battalion and note any overtime incurred due to the deployment. THIS MUST BE NOTED SEPARATELY FROM OTHER OVERTIME INCURRED EACH DAY DURING DEPLOYMENT
5. It is imperative that personnel deploy to the scene of a disaster with the ability to be self-sufficient with regards to personal amenities, equipment, and personal protective equipment (PPE). Resources deployed to an affected area should mobilize with enough provisions to not require additional logistical support for the first 72 hours.

6

L. COUCH

LARRY COUCH  
CHIEF OF DEPARTMENT

AGENDA ITEM # 9



# PANAMA CITY BEACH FIRE RESCUE

## STANDARD OPERATING GUIDELINES

**TITLE:** Disaster Deployment

**DATE REVISED:** DECEMBER 2018

207.07 (c)

---

### **Logistical Support**

1. Uniforms while on deployment shall consist of official work uniform (t-shirts for night and heavy work) Shorts are not authorized to be worn while on deployment.
2. The Department will maintain a cache of self-sustained Meals Ready to Eat (MREs) or equivalent, 12w and water to provide for the sustainment of deployed personnel for seventy-two (72) hours during Hurricane season.
3. Additional logistical considerations should include environmental considerations (rain, sun/heat, insects, bedding, parking and security of apparatus, electricity/generator power, water and sanitary facilities, and communications links (in and out of the disaster area).
4. While deployed, all members will follow the chain of command and maintain professionalism during both operational and non-operational periods. No alcohol is permitted during the deployment.
5. All deployed members will integrate "Risk vs. Benefit" into all deployment operations, keeping in mind that risk is substantially increased in any disaster area. Factors contributing to increased risk include:
  - a. Lack or minimum law enforcement
  - b. Reduced availability of personnel resources
  - c. Reduced availability of apparatus and equipment resources
  - d. Down wires and poles creating both electrical and entanglement hazards
  - e. No power over widespread areas
  - f. Closed / impassable / unidentifiable roads
  - g. Flooding
  - h. Closed or compromised bridges / overpasses
  - i. Gas leaks - petroleum, natural or propane
  - j. Hazardous materials releases
  - k. Biohazards / untreated release of sewage
  - l. Lack of water for firefighting
  - m. Contaminated drinking water
  - n. Fuel shortages
  - o. Unfamiliar territories
  - p. Carbon monoxide emergencies
  - q. Insects / snakes / vermin
  - r. Looting and other criminal activity
  - s. Severe traffic congestion / No intersection control
  - t. Weather extremes (heat, wind, cold, wet, lightning)
  - u. Personnel fatigue, physical and emotional

7

L. COUCH

LARRY COUCH  
CHIEF OF DEPARTMENT

AGENDA ITEM # 9

# PANAMA CITY BEACH FIRE RESCUE

## STANDARD OPERATING GUIDELINES

**TITLE:** Disaster Deployment

**DATE REVISED:** DECEMBER 2018

207.07 (c)

---

- v. After dark operations with poor artificial lighting.

### **CODE OF CONDUCT**

This Code of Conduct consists of the rules and standards governing the expected demeanor of members of agencies responding as part of the SERP. Any violation of principles or adverse behavior demonstrated will be looked upon as unprofessional. Such behavior may discredit the good work that the resource completes and will reflect poorly on the entire team's performance and Fire Department.

### **DEPLOYED MEMBER RESPONSIBILITIES**

As a basic guide, deployed members will base all actions and decisions on the ethical, moral and legal consequences of those actions. It is in this manner that positive and beneficial outcome will prevail in all events. Accordingly, deployed members will act with the following adopted SERP Code of Ethics:

- Keep the value of life and the welfare of the victim constantly in mind
- Remain cognizant of cultural issues including race, religion, gender and nationality
- Abide by all local law enforcement practices, including its policy regarding weapons
- Abide by all regulations regarding the handling of sensitive information
- Follow local regulations and agency protocols regarding medical care and handling of patients and/or deceased
- Follow prescribed direction regarding dress code and personal protective equipment
- Not carry firearms
- Not be in possession of non-prescribed or illegal substances
- Will not consume alcoholic beverages while on duty or subject to call
- Only procure equipment through appropriate channels
- Follow AHJ and federal regulations or restrictions regarding taking and showing pictures of victims or structures
- Not remove property from an operational work site as a souvenir
- Not deface any property
- Transit only via approved roadways and not stray into restricted areas
- Demonstrate proper consideration for other teams' capabilities and operating practices
- Not accept gratuities to promote cooperation

8

L. COUCH

LARRY COUCH  
CHIEF OF DEPARTMENT

AGENDA ITEM # 9



# PANAMA CITY BEACH FIRE RESCUE

## STANDARD OPERATING GUIDELINES

**TITLE:** Disaster Deployment

**DATE REVISED:** DECEMBER 2018

207.07 (c)

---

### **SUGGESTED PERSONNEL "GO KIT"**

This is a list of items that a responder might want to consider taking during a deployment. It is not necessary to take everything, and contents may vary with the individual and the logistical capability of the incident. This kit should be pre-assembled, with the exception of perishable items, so that the deployment is not delayed.

- 2-3 work uniforms (No Shorts)
- Uniform baseball cap or boonie hat.
- Appropriate clothing for off-duty wear.
- Jacket appropriate for season and climate.
- Tennis shoes/walking shoes.



9

L. COUCH

LARRY COUCH  
CHIEF OF DEPARTMENT

AGENDA ITEM # 9

**REGULAR ITEM**

**10**



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:  
CITY MANAGER/MARIO GISBERT

2. MEETING DATE:  
DECEMBER 20, 2018

3. REQUESTED MOTION/ACTION:  
APPROVE A REVISED DECLARED EMERGENCY PAY POLICY

4. AGENDA

PRESENTATION   
PUBLIC HEARING   
CONSENT   
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES  NO  N/A   
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES  NO  N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

FOLLOWING HURRICANE MICHAEL'S LANDFALL, STAFF WAS DIRECTED TO REVIEW THE CITY'S EMERGENCY PAY POLICY FOR ESSENTIAL PERSONNEL BASED UPON LESSONS LEARNED DURING THE DISASTER.

THE POLICY IS REVISED TO CLARIFY WHEN A DECLARED LOCAL STATE OF EMERGENCY IS IN EFFECT AND PROVIDES THE MAYOR WITH AUTHORITY TO DECLARE A STATE OF EMERGENCY BY EXECUTIVE ORDER. THE POLICY IS ALSO REVISED TO ALLOW THE CITY MANAGER, DURING A DECLARED LOCAL STATE OF EMERGENCY, TO DESIGNATE DEPARTMENTS OR EMPLOYEES ARE TASKED WITH EMERGENCY-RELATED WORK, EXCUSED FROM RESPONDING TO WORK, OR MAY CONTINUE THE REGULAR BUSINESS OF THE CITY.

STAFF REQUESTS APPROVAL OF THIS POLICY REVISION.

RESOLUTION 19-37

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S POLICY FOR THE PAYMENT OF ESSENTIAL EMPLOYEES DURING DECLARED EMERGENCIES; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT RESOLVED by the City Council of the City of Panama City Beach, from and after the effective date of this Resolution, that the Emergency Pay Policy attached and incorporated herein as Exhibit A to this Resolution, is hereby approved.

THIS RESOLUTION shall take effect on immediately upon its passage.

PASSED, APPROVED, AND ADOPTED in special session this \_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF PANAMA CITY BEACH

\_\_\_\_\_  
MIKE THOMAS, MAYOR

ATTEST:

\_\_\_\_\_  
JO SMITH, CITY CLERK

## EXHIBIT A

### EMERGENCY PAY POLICY

All city employees are essential to the organization and are the most important part of the City's service delivery system. During times of disaster emergency, critical services provided by the City must continue to be provided during ~~disasters~~ emergencies to insure to the best of our ability that the public is protected. City employees who are designated by their respective department heads to perform their assigned duties to ensure that critical services are continuously offered during and immediately after disasters are issued a city employee identification card with an essential worker designation printed on the back side.

During a "dDeclared lLocal sState of eEmergency" the City Manager shall have the authority to excuse certain personnel from responding to work and shall have the authority to authorize non-exempt personnel to work their regularly scheduled work hours and in excess of their regularly scheduled work hours. "Declared Local State of Emergency" means any occurrence, or threat thereof, whether natural, technological, or manmade, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property existing within the City, which has been declared by executive order of the Mayor.

State of Emergency Compensation: ~~status for City employees will be addressed as follows during a "declared local state of emergency":~~

During a Declared Local State of Emergency, the City Manager shall designate which departments and employees are tasked with performance of emergency-related work eligible for compensation under this section.

-Exempt employees that are not eligible for overtime and are required to perform emergency-related work—~~such employees~~ will be entitled to paid time off equal to time worked above 40 hours in a given week. This time should be taken within a reasonable period after accrued as long as the request to use the accrued time will not unduly disrupt the operations of the division in providing levels of service of an acceptable quality and quantity.

-Non-exempt employees who are eligible for overtime and are required to ~~work~~ perform emergency-related work—~~such employees~~ will receive time and one-half for actual hours worked during the "declared state of emergency" irrespective of whether or not the employee's overtime threshold has been met. Once

an employee's overtime threshold has been met during a "declared state of local emergency", compensation will be paid for actual hours worked at time and one-half the employee's rate of pay (equivalent to 1.50 times the normal non-overtime wage).

-Exempt or non-exempt employees ~~that did not respond~~ **excused by the City Manager from responding** to work—~~such employees will receive their normal pay.~~

-Employees on ~~scheduled annual or sick leave—such employees on vacation or sick leave status will not change~~ **remain on leave until their return** and they will be charged leave time accordingly.

~~In order to seek FEMA reimbursement for the time each employee spends working~~  
dDuring a Declared Local State of Emergency, overtime reports ~~much~~ **must** state how many overtime hours are associated with the declared emergency. Additionally, information should be included in the overtime reports that identify whether it was pre-emergency or post-emergency work. You may have additional hours that will be reported that are not associated with the Declared Local State of Emergency. Each department should retain copies of payroll records and overtime reports generated during a declared emergency until such time as you will be requested to provide these records to the appropriate office. ~~that will be coordinating FEMA reimbursement.~~

**REGULAR ITEM**

**11**





# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:  
CITY MANAGER/MARIO GISBERT

2. MEETING DATE:  
DECEMBER 20, 2018

3. REQUESTED MOTION/ACTION:  
RATIFY AND CONFIRM EXTENSION OF MERCHANT TAX DISCOUNT PERIOD FOR NOVEMBER RETURNS

4. AGENDA

PRESENTATION   
PUBLIC HEARING   
CONSENT   
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES  NO  N/A   
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES  NO  N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)  
EARLIER THIS MONTH THE CITY'S BUSINESS TAX PAYMENT SYSTEM WAS SHUT DOWN BY THE THIRD PARTY HOST, SUCH THAT PAYMENTS COULD NOT BE PROCESSED. THE SHUT DOWN OCCURRED DURING THE 10-DAY DISCOUNT PERIOD FOR FILING RETURNS, PRECLUDING THOSE MERCHANTS WHO WOULD HAVE AVAILED THEMSELVES OF THE DISCOUNT FROM OBTAINING THAT BENEFIT, THROUGH NO FAULT OF THEIRS. AS SUCH, THE CITY MANAGER DIRECTED THE DISCOUNT PERIOD BE EXTENDED FOR A DURATION EQUIVALENT TO THE TIME PERIOD OF THE SYSTEM SHUTDOWN.

STAFF REQUESTS RATIFICATION AND APPROVAL OF THIS EXTENSION.

RESOLUTION 19-38

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, RATIFYING AND CONFIRMING AN EXTENSION OF THE MERCHANT TAX DISCOUNT FOR NOVEMBER 2019 RETURNS.

Whereas, the City requires merchants to monthly pay a business tax measured by gross receipts, which are due and payable on the first day of each month and are delinquent on the tenth day of each month; and

Whereas, Section 14-29(136) provides for a discount of three percent of the amount of such tax if payment if made on or before the tenth day of the month in which such tax is payable; and

Whereas, the City's business tax payment system was recently shut down at the beginning of this month by the third-party host, such that merchants could not pay online and staff could not process payments delivered by hand or mail; and

Whereas, the City Manager directed that the discount period be extended for a duration equivalent to the number of days the system was down, pursuant to Section 14-20(a).

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Panama City Beach that the extension of the discount period, as set forth in the memo of the City Manager dated December 7, 2018, attached hereto and incorporated herein, is hereby ratified and confirmed.

**THIS RESOLUTION** shall be effective immediately upon passage.

**PASSED** in special session this \_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF PANAMA CITY BEACH**

By: \_\_\_\_\_  
Mike Thomas, Mayor

**ATTEST:**

\_\_\_\_\_  
Jo Smith, City Clerk



City of

# Panama City Beach

**PCB City Hall**

110 S. Arnold Rd.  
PCB, Fla. 32413  
P: (850) 233-5100  
F: (850) 233-5108  
www.pcbgov.com

## MEMO

**To:** Business License Department  
**From:** Mario Gisbert, City Manager  
**Subject:** Three-Percent Discount Extended for a Period of Time  
**Date:** December 7, 2018

Due to the recent down-time experienced from Excise, Pioneer Technology Group who hosts our business registration payment system, the City is going to extend the three-percent (3%) discount to our taxpayers filing their November Returns. The length of the extension will be equivalent to the number of days the system has been down and not allowed payments to be processed. The period during which the Discount may be taken will be automatically set in the system. A notice of the extension, and the extended Discount period once known, will be posted on the City's website and sent to taxpayer's via email.

A large, stylized handwritten signature in black ink, appearing to be the signature of Mario Gisbert.

**Mayor**  
Mike Thomas

**Vice Mayor**  
Phil Chester

**Ward 1**  
Paul Casto

**Ward 3**  
Geoff McConnell

**Ward 4**  
Hector Solis

**City Manager**  
Mario Gisbert

---

*Home of the world's most beautiful beaches.*

AGENDA ITEM #

//