



CITY OF CALLAWAY, FLORIDA

CITY HALL

6601 East Highway 22, Callaway, FL 32404

Phone 850-871-6000 • FAX 850-871-2444

www.cityofcallaway.com

Mayor

Thomas W. Abbott

Commissioners

Melba Covey

Pam Henderson

Bob Pelletier

Ralph L. Hollister

PUBLIC NOTICE

REGULAR MEETING

by the City of Callaway Board of Commissioners

on Tuesday, March 10, 2015 – 6:00 P.M.

at the Callaway Arts & Conference Center

500 Callaway Park Way

Callaway, FL 32404

AGENDA

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

MAYOR'S INSTRUCTIONS –

- Call for Additions / Deletions, and any items to be pulled from Consent Agenda for discussion. Remind everyone, elected officials and citizens, to speak directly into microphones.

PRESENTATION / PROCLAMATION

- Employee of the Month for February, 2015 - Tina Dixon
- Certificate of Completion - IEMO - Commissioner Melba Covey
- Cycle Billing - Woody Estep, Municode Advantage
- Bay County Sheriff's Office - Lt. Michael Branning
- Code Enforcement Board Update - Chairman Joseph Volpi

PUBLIC PARTICIPATION (non-agenda items)

- Citizens must complete a Public Participation form prior to the meeting and submit it to the City Clerk to be called and recognized at the podium.
- Speakers must come to the podium to be heard.
- Comments are limited to five (5) minutes.

APPROVAL OF MINUTES

- Regular Commission Meeting - February 24, 2015

CONSENT AGENDA

- ITEM #1 Request for Budget Transfer
ITEM #2 Seasonal Pole Attachment License Agreement
ITEM #3 Code Enforcement Board Application

Fire Department
P: 850-871-2753
F: 850-871-5564

Leisure Services
P: 850-874-0031
F: 850-874-9977

Planning / Code Enforcement
P: 850-871-4672
F: 850-871-2404

Public Works
P: 850-871-1033
F: 850-871-2416

Arts & Conference Center
P: 850-874-0035
F: 850-874-0706

“This institution is an equal opportunity provider and employer.”

- ITEM #4 Resolution 15-13 - Application for Florida Boating Improvement Program - City Manager Fuller
- ITEM #5 Award Design Project for FDOT LAP Project on Bob Little Road - Bike Path/Sidewalk - City Manager Fuller

OLD BUSINESS

- ITEM #6 Sewer Only Accounts Connecting to City Water - City Manager Fuller

REGULAR AGENDA

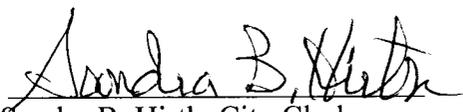
- ITEM #7 Resolution 15-11 - Revising the 2014-2015 Commission Meeting and Workshop Schedule - City Manager Fuller
- ITEM #8 Resolution 15-12 - Agenda Format Revision - City Manager Fuller
- ITEM #9 Ordinance #955, First Reading - Petition for Voluntary Annexation - Primrose Bay - City Manager Fuller
- ITEM #10 Ordinance #956, First Reading/Transmittal Hearing - Large Scale Plan Amendment - Primrose Bay - City Manager Fuller
- ITEM #11 Ordinance #957, First Reading - Planned Development Zoning - Primrose Bay - City Manager Fuller
- ITEM #12 Discussion on Previous City Manager Marcus Collins' Pay for Compensatory Time and Administrative Leave - Commissioner Pelletier
- ITEM #13 Separate Financials for Sandy Creek Acquisition - Commissioner Covey
- ITEM #14 Postage Meter Quotes for U.S. Mail - City Manager Fuller

COMMISSION COMMENTS

ANNOUNCEMENTS

All meetings will be held at the Callaway Arts & Conference Center, 500 Callaway Park Way, Callaway, FL unless otherwise noted.

- National Groundwater Awareness Week - March 8-14, 2015
- Next Regular Commission Meeting, Tuesday, March 24, 2015, 6:00 P.M.
- Code Enforcement Board Meeting, Thursday, March 26, 2015, 6:00 P.M.
- Reminder - March is Clean-Up, Paint-Up, Fix-Up Month


Sandra B. Hirth, City Clerk

Providing public input is important. It can be accomplished by calling, emailing, making an appointment with your Commissioner, or speaking at a public meeting. Public Participation for non-agenda items is called at the beginning of the meeting. Public Participation for regular agenda items is called during each item after the Commission has discussed the item and a motion and second are made but before there is a call for a vote.

If a person decides to appeal any decision made by the City Commission with respect to any matter considered at the meeting, if an appeal is available, such person will need a record of the proceeding and such person may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based. Any person requiring a special accommodation at this meeting because of a disability or physical impairment should contact Callaway's City Clerk, at 6601 E. Highway 22, Callaway, FL 32404; or by phone at (850) 871-6000 at least five calendar days prior to the meeting.

If you are hearing or speech impaired, and you possess TDD equipment, you may contact the City Clerk using the Florida Dual Party Relay System, which can be reached at 1-800-955-8770 (Voice) or 1-800-955-7661 (TDD).

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Mayor
Thomas W. Abbott

Commissioners
Melba Covey
Pam Henderson
Bob Pelletier
Ralph L. Hollister

DATE: March 10, 2015

RE: Employee of the Month for February – Tina Dixon

I would like to recommend Tina Dixon for Employee of the Month.

It is my observation that Tina is helpful and courteous when dealing with Staff or the public. Over the years I have had various responsibilities with the City which required assistance from other staff members. Tina always assists me with whatever request I have which could be locating a change order on a huge project to assisting in attaining a contract from a vendor. I've seen her take on new duties and responsibilities as requested willingly. She has worked with three Public Works Directors over the years with professionalism and integrity. From what I have seen, there are no projects too big for her to undertake. She has taken on the clerical portion of multi-million dollar projects as well as very small projects with a great attitude and a willingness to do whatever it takes to get the job done. I feel she deserves the recognition of Employee of the Month for her many years of dedicated service to the citizens and Staff of the City of Callaway.

Sandy Hirth

City Clerk

Phone - 850.215.6694

Fax - 850.871.2444

www.cityofcallaway.com

**Fire Department
Center**

P: 850-871-2753
F: 850-871-5564

Leisure Services

P: 850-874-0031
F: 850-874-9977

Planning / Code Enforcement

P: 850-871-4672
F: 850-871-2404

Public Works

P: 850-871-1033
F: 850-871-2416

Arts & Conference

P: 850-874-0035
F: 850-874-0706

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301 South Bronough Street • Suite 300 • P.O. Box 1757 • Tallahassee, FL 32302-1757 • (850) 222-9684 • Fax (850) 222-3806 • www.floridaleagueofcities.com

February 5, 2015

Ms. Sandra Hirth
City Clerk, City of Callaway
6601 E. Hwy. 22
Callaway, FL, 32404

Dear Ms. Hirth:

Enclosed is a Certificate or Certificates of Completion to be awarded to the elected officials of the City of Callaway for completion of the 2015 Institute for Elected Municipal Officials held January 23-25, 2015 in Jacksonville, Florida.

We ask that the Certificate be presented as an agenda item for your next council meeting and be formally recorded in the minutes. We believe the importance of completing the Institute for Elected Municipal Officials training should be known to key officials and your community.

Thank you so much for your cooperation on this. If you have any questions, please don't hesitate to call me at (850) 701-3619.

Sincerely,

Gail Dennard
Membership Development
Florida League of Cities

Enclosure

RECEIVED
FEB 20 2015

President **Lori C. Moseley**, Mayor, Miramar

First Vice President **Matthew D. Surrency**, Mayor, Hawthorne • Second Vice President **Susan Haynie**, Mayor, Boca Raton
Executive Director **Michael Sittig** • General Counsel **Harry Morrison, Jr.**



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February 5, 2015

The Honorable Melba Covey
Commissioner, City of Callaway
6601 E. Hwy. 22
Callaway, FL 32404

Dear Commissioner Covey:

On behalf of the John Scott Dailey Florida Institute of Government and the Florida League of Cities, I am pleased to award this certificate to you for the completion of eighteen hours of instruction at the Institute for Elected Municipal Officials in Jacksonville, Florida on January 23-25, 2015.

It is our sincere hope that you found the program challenging, informative, and rewarding. Now that you have taken the basic IEMO, we encourage you to attend the Advanced Institute as well as other FLC University and IOG programs. You can find the dates and locations on both the IOG and FLC websites at www.iog-fsu.edu and www.flcities.com.

We strongly believe that your willingness to complete this program of study is indicative of your commitment to improving the quality of municipal government in Florida. We commend you for this and sincerely thank you.

We hope to see you at future IOG and FLC events!

Sincerely,

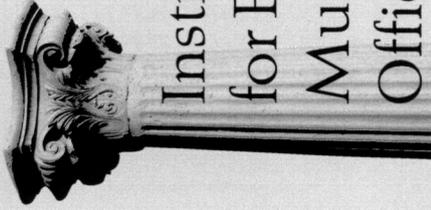
Lynn S. Tipton
Director, FLC University

Enclosure

President **Lori C. Moseley**, Mayor, Miramar

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Institute
for Elected
Municipal
Officials

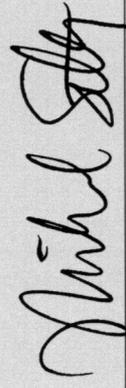
Certificate of Completion

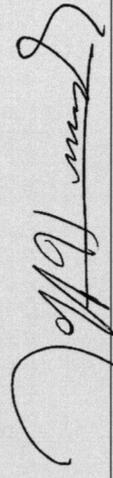
January 23-25, 2015 • Jacksonville, Florida

Awarded to

Commissioner Melba Covey
City of Callaway

Sponsored by


Executive Director
Florida League of Cities


Executive Director
Florida Institute of Government

**CALLAWAY BOARD OF COMMISSIONERS REGULAR MEETING
FEBRUARY 10, 2015
TIME: 6:00 P.M.**

The Regular Meeting of the City of Callaway Board of Commissioners was called to order by Mayor Abbott at 6:02 P.M. Commissioner Henderson gave the Invocation and Commissioner Covey led the Pledge of Allegiance.

ROLL CALL: Commissioner Covey, Commissioner Henderson, Commissioner Pelletier, Commissioner Hollister, Mayor Abbott

ALSO PRESENT: City Manager Fuller, City Attorney Obos, Fire Chief Joyner, Finance Director Waldrip, Public Works Director Johnson, Assistant to the City Manager Koepke, and City Clerk Hirth

MAYOR'S INSTRUCTIONS

Mayor Abbott asked if there were any additions/deletions to tonight's Agenda. There were no additions or deletions.

PUBLIC PARTICIPATION (Non-Agenda Items)

Brigid Johnson, 7509 Melody Lane, Callaway, FL, stated they would like to know the amount spent on overtime for FY14 and FY15, asked if the Finance Director would let them know the figures compared to now and when Lockbox has been initiated to see if the fees are a "wash". She said they wanted accountability and were not happy we have chosen to try it out for 6 months.

Dolly Andrew, 5104 Collins Street, Callaway, FL, thanked City Clerk Hirth for the minutes she had previously been taking and stated she agreed with everything Mrs. Johnson had said previously. She said they appreciated Commissioners Covey and Pelletier and stated some elected officials did not listen to the voters. She stated Commissioner Henderson may have joined the good old boys club.

Bill Brown, 6023 Howard Road, Callaway, FL, said he emailed the Commissioners and City Manager and gave a copy of his comments to the City Clerk to be filed with the Minutes. He stated the citizens attending represented a consensus of Callaway citizens. He also stated that the Commission promised to spend no tax dollars on Sandy Creek and voted unanimously to accept Sandy Creek onto our system. He said he felt the same way the others do regarding using the Lockbox.

Reeda Thompson, Callaway, FL, said she agreed completely with what had been said by the other citizens.

John Malone, 707 Plantation Circle, Callaway, FL, stated he had informed the elected Commissioners at the January 13, 2015, Commission meeting about their lack of attention to the Citizens'/Taxpayers' comments. He said they provide solid, valid comments for the good of the City and the Commission sits through their comments without commenting on them. He suggested the Commission schedule a workshop for discussion of their issues.

Janice Jennings, 7415 Sara Lane, Callaway, FL, commented on how she and her husband had worked on campaigning during the last election to help get the right people elected. She stated there were three of them not voting like the citizens would like for them to vote. She asked if the Finance Director had assessed her personnel because the Supervisor had worked here for 7 years and did not know an approximate number of accounts we have. She thanked Commissioners Covey and Pelletier and stated three of them do not look after the citizens and their wishes.

PRESENTATION/PROCLAMATION

PROCLAMATION

Mayor Abbott read a Proclamation declaring March as Clean-Up, Paint-Up, Fix-Up Month.

PRESENTATION

West Florida Regional Planning Council representatives Brandi Whitehurst and Gary Kramer gave a presentation on the Long Range Transportation Planning Process and provided time for citizen and elected official comments.

APPROVAL OF MINUTES

Commissioner Henderson moved to approve the Minutes from the Regular Commission Meetings on January 27, 2015 and February 10, 2015. Commissioner Pelletier seconded the motion.

All ayes

CONSENT AGENDA

Mayor Abbott called for a motion and second to approve the Consent Agenda.

ITEM #1 RESOLUTION 15-05 - TRANSPORTATION ALTERNATIVES PROGRAM - SIDEWALK/BICYCLE LANE - BOAT RACE ROAD

ITEM #2 RESOLUTION 15-06 - TRANSPORTATION ALTERNATIVES PROGRAM - SIDEWALK/BICYCLE LANE - WALLACE ROAD

ITEM #3 RESOLUTION 15-07 - TRANSPORTATION ALTERNATIVES PROGRAM - SIDEWALKS (BOTH SIDES) - CHERRY STREET

ITEM #4 RESOLUTION 15-08 - TRANSPORTATION ALTERNATIVES PROGRAM - SIDEWALKS - YELLOW BLUFF ROAD AND S. STAR AVENUE

ITEM #5 RESOLUTION 15-09 - SETTING HEARING FOR PLANNED DEVELOPMENT ZONING APPLICATION

ITEM #6 RESOLUTION 15-11 - TRANSPORTATION ALTERNATIVES PROGRAM - SIDEWALK/BICYCLE LANE - BOB LITTLE ROAD

ITEM #7 CODE ENFORCEMENT BOARD APPLICATION

Commissioner Covey moved to approve the Consent Agenda items. Commissioner Pelletier seconded the motion.

All ayes

OLD BUSINESS

ITEM #8 ORDINANCE #953, FINAL READING - ENFORCEMENT OF GARBAGE VIOLATION

City Attorney Obos read Ordinance #953 by title only.

Commissioner Hollister moved to approve Ordinance #953, Final Reading - Enforcement of Garbage Violation. Commissioner Pelletier seconded the motion.

All ayes

REGULAR AGENDA

ITEM #9 ORDINANCE #954, FINAL READING - MORTGAGE FORECLOSURE REGISTRATION

City Attorney Obos read Ordinance #954 by title only. He mentioned the only change from the First Reading to the Final Reading was the addition of a \$50.00 registration fee to defray the cost of Code Enforcement.

Commissioner Pelletier moved to approve Ordinance #954, Final Reading - Mortgage Foreclosure Registration. Commissioner Covey seconded the motion.

All ayes

ITEM #10 COMPLETION OF LIST OF "STATUS OF ITEMS/ISSUES"

Commissioner Covey brought up the remaining items/issues numbered 11 through 24 on her list of items/issues that have been brought before the Board from May, 2014, that she felt needed further Board clarification/discussion. City Manager Fuller is to research other cities to see how they handle the issue of more than one name on an account and bring it back to the Board in April; the general fuel key for the pumps at Public Works is to be kept in the front office and logged in and out as needed; we are to get quotes from medical clinics regarding employee drug testing and other medical requirements needed by the City as well as consider the distance travelled and length of the waiting time to provide the City with the most cost efficient option. No action taken. Mr. Brown discovered from Public Works Director Johnson that Sandy Creek has been having issues to go wrong recently. Mayor Abbott questioned PW Director Johnson regarding how this came about in the two months since we had only a few issues.

ITEM #11 DISCUSSION REGARDING ANNUAL LEAVE ACCRUED BY CITY MANAGER

City Manager Fuller discussed the three options available to the Commission with regard to the amount of annual leave time he has accrued - 1) sustain the policy where he would forfeit any hours above 240 hour; 2) waive the 240 hour cap and allow him to keep the additional 126 hours he currently has above the 240 hour maximum; or 3) authorize the sale of 40 hours of his accrued leave and then use the remaining hours prior to the end of this calendar year. He broke down the number of hours earned as 54 hours extra effective July, 2014 when he assumed the City Manager position giving him a total of 294 hours. Commissioner Covey stated they needed to deal with paying him the 40 hours allowed by the Personnel Manual at the time he assumed the City Manager position.

Commissioner Henderson moved to compensate City Manager Fuller for 40 hours of annual leave and then allow him to add the additional 14 hours to this calendar year's annual leave total. Commissioner Hollister seconded the motion

All ayes

REGULAR AGENDA

ITEM #12 FINANCIAL STATUS REPORT

Commissioner Pelletier asked who made the decision to change from a monthly report to a quarterly report which left out all of the detailed information. Finance Director Waldrip stated the report in the agenda packet was the only format she currently had from the previous Finance Director. After discussing the amount of detail the Board would like to have in their reports, further clarification on the condition of the books FD Waldrip has been dealing with, etc., Commissioner Pelletier asked if there was a reason he could not get a monthly balance sheet and FD Waldrip said there would be no problem when she got caught up. Other items discussed were the significant amount of increased banking fees which were recently changed without notice, why the City had 1.8 million dollars in Hancock Bank, etc. Commissioner Covey asked that until FD Waldrip gets caught up, that she give the Board a verbal monthly report while giving the Board a copy of the "99 Report" as long as they understand that she has not verified the numbers at this time.

ITEM #13 RESOLUTION 15-10 - AGENDA FORMAT REVISION

Commissioner Pelletier stated he had asked that the Agenda Format be revised by moving the Proclamations/Presentations before the Non-Agenda Item Public Participation. He said it was not fair to the employees and speakers who were there to receive an award or do a presentation to have to wait until after all on the Non-Agenda Public Participation was completed which could, at times, take over an hour.

Commissioner Pelletier moved to approve Resolution 15-10 - Agenda Format Revision. Commissioner Henderson seconded the motion.

All ayes

ITEM #14 DISCUSSION ON RFP FOR JANITORIAL SERVICES FOR CITY BUILDINGS

City Manager Fuller stated he had found that the Janitorial Services contract had recently expired and asked the Board for permission to do a RFP to see if we could lower the prices currently charged. Commissioner Henderson stated we needed to remove "wipe down the microwave" because employees should surely be able to clean up after themselves.

Commissioner Henderson moved to approve for the City Manager to go out for a RFP for Janitorial Services for specified City buildings. Commissioner Pelletier seconded the motion.

All ayes

ITEM #15 CHANGING FROM TWO COMMISSION MEETINGS A MONTH TO ONE

Commissioner Covey stated she attended the Institute for Elected Municipal Officers (IEMO) recently and had spoken to several other municipalities who have one Commission Meeting per month. She said they hold a Workshop meeting preceding the Commission Meeting so each agenda item can be discussed. The Board discussed this item thoroughly.

Commissioner Covey moved to change the Commission Meeting schedule to one (1) meeting per month on the 4th Tuesday of each month with a Workshop the day prior to the meeting. Commissioner Pelletier seconded the motion.

City Attorney Obos stated that currently we have a Resolution which complies with our Ordinance that has designated the dates for all meetings for FY14. He said that we could simply do another Resolution changing the meeting date schedule for the remainder of FY14. He said in September 2014 the Board would decide the meeting schedule for FY15.

The Board discussed this and directed City Manager Fuller to bring a Resolution to the next Commission meeting designating the 4th Tuesday of each month as the Commission meeting with the Monday preceding the Commission meeting designated as a Workshop for agenda items to be discussed.

The Motion and Second was withdrawn.

ITEM #16 CLARIFICATION ON HOW MINUTES SHOULD BE PRESENTED

Commissioner Henderson addressed this item by saying Florida Statutes state minutes are to be done promptly after a meeting. She also said the Attorney General's Opinion regarding meeting minutes stated the same thing and further stated the minutes are not required to be verbatim. City Attorney Obos stated the minutes included in this agenda packet were entirely appropriate. The definition of "prompt" was discussed as well as the City Clerk's job description and the amount of time being spent doing the almost verbatim minutes. It was stated that hopefully the recently purchased Dragon software could be used more efficiently if the meeting was saved as a file on a thumb drive rather than a CD recording. Commissioner Covey stated she wanted to make two additional motions that would not affect the current motion.

Commissioner Henderson moved to have the City Clerk prepare the meeting minutes with a brief summary, the action and the vote. Commissioner Hollister seconded the motion.

**Commissioner Covey - nay
Commissioner Henderson - aye
Commissioner Pelletier - nay
Commissioner Hollister - aye
Mayor Abbott - aye**

Motion passed

Commissioner Covey moved to have a transcript of the meetings done with the Dragon software, placed in the Commission's Library, available in the Commission Office for everyone within 30 days of the meeting. Commissioner Pelletier seconded the motion.

All ayes

Commissioner Covey moved to change the Public Participation time limit to three (3) minutes from five (5) minutes to cut down on the proceedings. Commissioner Pelletier seconded the motion.

City Attorney Obos stated since they would be bringing the Agenda Format back to the Commission at the next meeting regarding changing the meeting schedule and adding a Workshop, they could address this change at that time.

The second and motion were withdrawn.

COMMISSION COMMENTS

Commissioner Pelletier stated the Bay County League of Cities would be having their next quarterly meeting on Monday, March 16, 2015, at 6:00 P.M. at Captain Anderson's.

Commissioner Henderson stated she was on a TPO Subcommittee to select a general engineering consultant to recommend to the Bay County TPO. She stated they selected Atkins North America, Inc.

Commissioner Covey asked City Manager Fuller about the new Code Enforcement Officer. He announced the new Code Enforcement Officer had started to work. She stated we needed to start at City Hall regarding the Clean Up, Paint Up and Fix Up because the building needs pressure cleaning and other things to make it look better. She also asked that Mayor Abbott be consistent with who is allowed to speak during meetings.

Mayor Abbott stated that he and City Manager Fuller will be presenting the Clean Up, Paint Up, Fix Up Proclamation and a Power Point presentation at a luncheon at the Garden Club on Thursday, March 5th.

City Manager Fuller asked if the Board if we could waive the bulk rate fees for yard debris during the month of March for Clean Up, Paint Up, Fix Up and call it Amnesty Days. He stated we could do fliers, post it on the website, put it on the City Hall sign, etc.

Commissioner Covey moved to waive the overage fees for solid waste during the month of March, 2015. Commissioner Henderson seconded the motion.

All ayes

City Manager Fuller stated our new Code Enforcement Officer is Bonnie Poole and her beginning salary is \$30,000. He said she had prior experience in Code Enforcement with Panama City and Bay County. He also said we would be working on getting the TECO franchise ordinance ready for Board approval.

Mayor Abbott read the announcements.

There being no further business Commissioner Hollister moved to adjourn the meeting at 9:10 P.M.

Sandra B. Hirth, City Clerk

**City of Callaway Board of Commissioners
Agenda Item Summary**

March 10, 2015

Request for Budget Transfer

<p>1. PLACED ON AGENDA BY: J. Michael Fuller, City Manager</p>	<p>2. AGENDA: PRESENTATION <input type="checkbox"/> PUBLIC HEARING <input type="checkbox"/> CONSENT <input checked="" type="checkbox"/> OLD BUSINESS <input type="checkbox"/> REGULAR <input type="checkbox"/></p>
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3. IS THIS ITEM BUDGETED (IF APPLICABLE)?: Yes No
N/A

4. BACKGROUND: (WHY, WHAT, WHO, WHERE, WHEN, HOW, & IDENTIFY ALL ATTACHMENTS)

Per Commission policy, approval is requested for the attached budget transfer. This transfer is to balance line items in the FY15 budget within each Department's budget

ATTACHMENT:

- Budget Transfer Form - Fire Dept.

5. REQUESTED MOTION/ACTION:
Request Commission approval of the attached budget transfer request for FY15.

**City of Callaway Board of Commissioners
Agenda Item Summary**

March 10, 2015

Seasonal Pole Attachment License Agreement

1. PLACED ON AGENDA BY:

J. Michael Fuller, City Manager

2. AGENDA:

- | | |
|----------------|-------------------------------------|
| PRESENTATION | <input type="checkbox"/> |
| PUBLIC HEARING | <input type="checkbox"/> |
| CONSENT | <input checked="" type="checkbox"/> |
| OLD BUSINESS | <input type="checkbox"/> |
| REGULAR | <input type="checkbox"/> |

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

N/A

4. BACKGROUND: (WHY, WHAT, WHO, WHERE, WHEN, HOW, & IDENTIFY ALL ATTACHMENTS)

In 2005 the City entered into a contract with Gulf Power for seasonal decoration/attachment agreement. Gulf Power has updated and revised the agreement. The City must have this agreement before placement of any kind of banners or lights may be placed on Gulf Power Company poles. The City does not currently use the poles for any sort of decorations. As the Commission previously discussed the possibility of placing Christmas lights throughout the City, staff recommends approving this agreement for future lighting/banner needs.

Attachment:

- Proposed Seasonal Pole Attachment License Agreement
- 2005 Seasonal Decoration/Attachment Agreement

5. REQUESTED MOTION/ACTION:

The City Manager recommends approval from the Commission to execute the Seasonal Pole Attachment License Agreement.

1230 East 15th Street
Panama City, Florida 32405-6144

Tel 850.872.3200



Feb 2, 2015

Mr. J. Michael Fuller
City Manager, City of Callaway
6601 E. Highway 22
Callaway, FL 32404

Dear Mr. Fuller:

This letter is to notify you under your current "Specific Release to Gulf Power Company" or the "Seasonal Decoration/Attachment Agreement" with Gulf Power Company, that your agreement has been updated and revised. A copy of the new "Seasonal Pole Attachment License Agreement" between Callaway and Gulf Power Company that becomes effective on March, 31, 2015, is enclosed.

If Callaway desires to continue to have seasonal pole attachments on Gulf Power Company's poles, please return the Seasonal Pole Attachment License Agreement that has been properly signed and dated by an authorized official of the city.

While staff of Gulf Power's Project Services Department will be calling you to follow up on this matter, if you have any questions in the meantime, please contact:

Ben Bowen
Project Services Specialist
(850) 444-6726

Thank you for your immediate attention to this matter. We look forward to hearing from you.

Sincerely yours,

A handwritten signature in black ink, appearing to read "John Ed McDanal". The signature is fluid and cursive.

John Ed McDanal
Eastern District General Manager

Enclosure (as noted above)

SEASONAL POLE ATTACHMENT LICENSE AGREEMENT

THIS SEASONAL POLE ATTACHMENT LICENSE AGREEMENT (“Agreement”) is made and entered into by and between Gulf Power Company, a Florida corporation (“Gulf”) and _____ (“Licensee”).

WHEREAS, Licensee desires to place seasonal decorations on certain poles belonging to Gulf; and

WHEREAS, Licensee’s placement of seasonal decorations on Gulf Power’s poles may require the installation and maintenance of various decorations and associated attachment devices; and

WHEREFORE, Gulf desires to grant Licensee a limited use of Gulf’s poles for the installation and maintenance of Licensee’s seasonal decorations,

NOW THEREFORE, in consideration of the sum of \$10 paid to Gulf Power by Licensee and the mutual covenants and agreements herein contained, Gulf and Licensee hereby agree as follows:

1. Definitions

(A) The term “Attachment” means any decoration or associated attachment device that is attached or affixed by Licensee to one or more of Gulf’s poles. Based on the type of pole, Gulf Power personnel will provide the required specifications for attachment and instructions.

(B) “Applicable Codes and Laws” means the National Electrical Safety Code, the National Electrical Code, the Occupational Safety and Health Act, Gulf Power Company or Southern Company Specification Plate (Exhibit “A” hereto), and any other applicable codes, laws, rules, or regulations of any governing body having jurisdiction.

(C) “Communications Space” means the space on Gulf’s poles above minimum ground clearance and below the Communication Worker’s Safety Zone (as defined by the NESC), below which space Licensee is only allowed to place its Attachments.

(D) “Make-ready” means any pole substitutions, additions, changes, rearrangement of facilities or other work required to accommodate a request for an Attachment.

2. Term of Agreement

The term of this Agreement shall commence on the 1st day of _____, 20____, and subject to all of the provisions of this Agreement, shall continue in full force and effect thereafter for a period of five (5) years, unless earlier terminated according to the provisions of this Agreement. This Agreement shall automatically renew for successive one-year terms, unless a party provides written notice to the other party of its desire to terminate not less than sixty (60) days prior to the expiration of the original term or any successive term.

3. Technical Requirements

(A) Licensee shall install and maintain all Attachments in compliance with the Applicable Codes and Laws.

(B) Licensee understands and acknowledges that Gulf's poles are in an "as is"/"where is" condition and that Gulf has no obligation or duty to Licensee under this Agreement to make Gulf's poles safe, ready, or fit for any Attachment. **Gulf makes no warranties, express or implied, and expressly disclaims any warranties of merchantability and fitness for any particular purpose regarding the condition, safety, or any other aspect of any pole made available to Licensee under this Agreement.**

(C) Licensee attachments will be for the public good, community service awareness, or general decoration and will be free from all private or commercial advertising, notices, or sponsorships in print or image.

(D) Licensee shall ensure that its employees and contractors are knowledgeable of the requirements of the Applicable Codes and Laws and other safe work practices in order to avoid dangerous conditions. Licensee expressly agrees to take all necessary steps to ensure that its employees and contractors are adequately supervised, trained, and qualified to perform the work properly and safely on Gulf's poles and to work with and around energized conductors. If Licensee or its contractors fail to meet these requirements, Gulf may require that work cease immediately and that all workers and equipment are removed from the worksite until such time as Licensee meets these requirements.

(E) **Make-Ready**

(1) In the event Licensee's request for any Attachment requires make-ready, Gulf shall decide, in its sole discretion, whether or not to perform this make-ready work. If Gulf decides to perform the make-ready work, it will estimate the cost for that work. This estimate must be paid in full and advance by the Licensee before permission to attach can be granted.

(2) Upon Gulf's completion of its make-ready work, and completion of any other make-ready work by other attachers, the permission to attach will be granted.

(3) In the event rearrangement of existing facilities (other than facilities owned by Gulf) is involved in the make-ready solution, Licensee shall bear responsibility for contacting the owners of such existing facilities and coordinating the rearrangement and make all necessary payment for this make-ready work for the owner's attachments.

(4) Nothing in this Section 3(F), or any other section of the Agreement, shall be construed as requiring Gulf to perform or allow make-ready on any pole or pole line. Gulf reserves the right to deny access to Licensee for any reason.

(F) **Transfers and Modifications.** When Gulf or third party attacher undertakes a project that will necessitate the transfer or modification of Licensee's Attachments, Gulf may choose, in its sole discretion, to:

(1) Perform itself the necessary transfer or rearrangement for the Licensee, and charge and bill to Licensee Gulf's reasonable cost for making such transfer or rearrangement; or

(2) Require, by Gulf's notice to the Licensee, that the transfer or rearrangement must be accomplished by Licensee, at Licensee's expense, within 30 days of Licensee's receipt of the notice.

(G) No later than 60 days prior to the installation of any Attachment, Licensee shall submit to Gulf a written list describing the location, shape, nature, size, and method of installation of all proposed Attachments, as well as the duration that the proposed Attachments will be installed ("Licensee's Attachment List" see Exhibit B). Licensee's use of Gulf's poles shall be in strict accord with the Attachment List and the other terms and conditions of this Agreement. Gulf reserves the right to reject any and all proposed Attachments on the Attachment List if and to the extent that one or more Attachments may interfere with Gulf's operations or is does not meet the requirements of Section 3(C), or any other section of this agreement. Licensee shall not be permitted to install any Attachment rejected by Gulf Power.

(H) Upon request by Gulf, Licensee shall provide Gulf with a list of each pole upon which Licensee has placed Attachments.

(I) In the event Gulf determines that any Attachment constitutes an interference with Gulf's operations, Licensee shall immediately remove such Attachment(s). Gulf reserves the right to maintain its poles and to operate its facilities on them in the manner best suited to conduct Gulf's operations, including considerations of economy, safety, reliability, and generally applicable engineering concerns. Licensee's Attachments shall not interfere with Gulf's present or future use and maintenance of its poles or with other parties' use of Gulf's poles, provided such other parties' use is in accordance with Applicable Codes and Laws. Gulf will exercise due care to avoid interfering with Licensee's facilities; however, Gulf will not be liable to Licensee for interruption of Licensee's use or display of any Attachment. Gulf reserves the right to remove any Attachment if, in Gulf's sole discretion, the Attachment constitutes an interference with Gulf's operations.

(J) Licensee shall construct, install, and maintain its Attachments at its own expense and in a safe and workmanlike condition.

(K) In any situation deemed by Gulf to be an emergency, Gulf shall make a reasonable attempt to notify Licensee, and the parties shall coordinate the performance of any emergency measures involving Licensee's Attachments. If it is practicable under the circumstances, Licensee shall be provided the opportunity to perform the emergency measures on its facilities. When an emergency exists such that advance notice and/or coordination are not practicable, Gulf may, at the expense of Licensee, arrange to remove, relocate, or replace the

Attachments, transfer them to substituted poles, or perform any other work in connection with the Attachment that may be required in the maintenance, replacement, removal or relocation of the poles or the facilities on them. Under such circumstances, Gulf shall notify licensee as soon as practicable after taking such action. For purposes of this Section 3(L), an emergency includes, but is not limited to, customer outages, and circumstances that threaten to cause property damage and/or personal injury. Gulf will invoice Licensee for the reasonable and actual costs incurred in performing these emergency measures.

(L) The parties to this Agreement shall exercise caution and care to avoid damage to each other's facilities and the facilities of others attached to Gulf's poles. Each party shall immediately report such damage caused by it to the other party and to others occupying Gulf's poles who are in any way affected by such damage.

4. Rights of Way and Easements

Gulf does not warrant the extent of its rights-of-way and easements. Before installing any Attachment to Gulf's poles, Licensee shall secure any required permission or consent from federal, state, county or municipal authorities, or from owners of the property upon which poles may be located, to install and maintain Licensee's Attachments thereon. Licensee shall not infer any such permission or consent from Gulf from this Agreement. Licensee shall indemnify and hold harmless Gulf and its representatives, agents, officers, and employees from and against any and all loss, damage or liability resulting from any failure to procure the necessary consent or permission addressed above. Gulf shall reasonably cooperate with Licensee in determining whether Gulf's easements may be apportioned and shall not interfere with Licensee's compatible use of easements of its efforts to obtain any required permission.

5. Indemnification and Waiver of Worker's Compensation Defense

(A) **Indemnification.** Licensee shall defend, indemnify and hold Gulf harmless for any injury or damages, including but not limited to actual damage awards, fines, settlements, attorneys' fees, and court or administrative costs, arising out of or resulting from Licensee's placement or maintenance of the Attachments or Licensee's non-compliance with any Applicable Codes and Laws. Licensee's obligation to defend and indemnify Gulf includes, without limitation, any and all claims, demands, actions or causes of action related to or arising from any act of negligence by Licensee or any of its agents, subcontractors, servants, employees or licensees, arising from any accident, injury, or damage whatsoever, and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in or about any such claim, action or proceeding brought thereon. If any claim, action or proceeding be brought against Gulf by reason of such claim, Licensee, upon notice from Gulf, shall defend Gulf against the claim, action, or proceeding.

(B) **Waiver of Worker's Compensation Defense.** In the event of any claim (including without limitation any action for indemnity and/or contribution) by Gulf against Licensee for or in any way relating to injuries to Licensee's employees, Licensee hereby agrees to waive any defense and/or claim of worker's compensation immunity or any other immunity defense as provided in Chapter 440, Florida Statutes. Licensee understands, agrees, and

acknowledges that the waiver described in this Section 5(B) includes a waiver of any defense to any action by Gulf for contribution against Licensee in which Licensee would or could otherwise assert that there is no common liability between Gulf and Licensee for injuries to Licensee's employees. The term "employees" as used in this Section 5(B) includes but is not limited to any and all leased employees, temporary employees and/or independent contractors.

6. Insurance

(A) Licensee shall, at its expense, procure, and maintain during the term of this Agreement with insurance companies reasonably acceptable to Gulf, policies of insurance providing the coverages set forth below, each of which shall name Gulf Power Company as an additional insured. Before Licensee begins work, Licensee will furnish as evidence of such insurance a certificate setting out the insurance coverages in effect. Such certificate will include a provision requiring 30 days' prior notice to Gulf of any cancellation, non-renewal, or material change in the policies in effect.

(1) **Property of Licensee:** Licensee shall be responsible for, and bear the risk of loss of, and cost of any insurance on, any property of Licensee's, or any property for which Licensee is responsible, wherever located. Exception to this will be only that property specifically enumerated in this or other agreements.

(2) **Commercial General Liability Insurance (or its equivalent):** Licensee shall provide insurance covering itself and its subcontractors, if any, for claims and damages arising out of the work to be performed under this Agreement for:

(a) Personal injury, including death, and damage to property belonging to others, in an amount of at least \$2,000,000 for damages arising from one occurrence, which amount may be modified by Gulf for good cause upon thirty (30) days prior written notice to Licensee. Upon such notification, Licensee shall procure and maintain insurance in the amount specified in the notification, with such amount not to exceed \$5,000,000.

(b) Such insurance will include coverage of contractual liability and completed operations.

(3) **Automobile Insurance:** Licensee shall provide insurance coverage liability arising from the use of any owned, hired, or non-owned automobile or other automotive equipment with limits of \$2,000,000 per combined single limit for personal injury and property damage liability.

(4) **Worker's Compensation Insurance:** Licensee shall provide insurance covering the legal liability under any state or federal laws covering the personal injury, including death, to its employees and employees of its subcontractors engaged in this work. This will include coverage of employer's liability to a limit of \$100,000 per person and will be endorsed to waive any right of subrogation against Gulf, the Southern Company, and its subsidiaries.

(5) **Longshoreman Insurance:** Licensee shall carry USL&H (US longshore and harborworkers) coverage when the scope of work includes work on or near loading docks with limits of \$2,000,000.

(B) Insurance coverage provided by Licensee will include a waiver of subrogation in favor of Gulf and its affiliates.

(C) It is understood and agreed that the provisions requiring Licensee to carry insurance will not be construed in any manner as waiving or restricting liability for any obligation imposed under this Agreement.

(D) Licensee agrees not to violate, or knowingly or negligently permit or allow to be violated, any condition of any insurance policies required by this Agreement.

(E) All insurance coverage of Licensee shall be primary to any insurance or self-insurance maintained by Gulf Power.

7. Termination and Cancellation

(A) **Default.** This Agreement may be terminated by Gulf upon default of any term of this Agreement by Licensee if such default is not cured within thirty (30) days of written notice of default; provided, however, if Licensee begins to initiate action to cure a default within thirty (30) days of notice and diligently continues such action until the default is fully cured, then, notwithstanding the foregoing, Gulf will not, at any time prior to sixty (60) days from the date of the original default notice, terminate this Agreement. During the continuance of any default after such notice and cure periods, Gulf may terminate this Agreement by giving written notice of termination to Licensee, and Gulf may exercise any other remedies it may have under this Agreement or at law. Should Licensee fail to cure or take diligent action to cure a default within the requisite period following written notice to cure by Gulf, Licensee shall immediately remove all Attachments. Should Licensee fail to remove its Attachments as required herein, Gulf may proceed to do so at the expense of Licensee. Licensee shall pay Gulf the cost for such removal. If Licensee fails to perform work required to cure a default, Gulf may elect to perform such work at the expense of Licensee. Licensee shall pay Gulf the reasonable costs of performing such work.

(B) **Obligations upon Expiration.** Licensee shall remove its Attachments from Gulf's poles on or prior to the expiration of the term of this Agreement. Should Licensee fail to remove its Attachments within the time set forth herein, Gulf may proceed to do so at the expense of Licensee. Licensee shall pay Gulf the reasonable and actual cost of such removal.

8. Miscellaneous

(A) **No Property Rights Conferred.** Licensee's use of Gulf's poles under this Agreement will neither create nor vest in Licensee any ownership or property rights in Gulf's poles or other facilities, regardless of the length of such use.

(B) **Prior Rights Conferred.** Nothing in this Agreement shall be construed as affecting the rights or privileges to use Gulf's poles conferred by Gulf to others who are not parties to this Agreement. Gulf may continue to confer such rights or privileges. The Attachment privileges granted to Licensee in this Agreement are non-exclusive and subject to contracts and arrangements between Gulf and others who are not parties to this Agreement.

(C) **No Obligation to Keep Poles.** Gulf is not required to keep in place any of its poles or other facilities for a period longer than is necessary to meet its own service requirements.

(D) **Waiver.** Failure by Gulf to enforce any of the terms of this Agreement shall not constitute a waiver of future compliance with any such term or terms.

(E) **Notices and Requests.** All notices and requests under this Agreement must be given in writing and delivered by: registered or certified mail, return receipt requested, and mailed with sufficient postage prepaid; hand delivery; or overnight courier service to the party designated below to be given such notice:

Notice to Gulf shall be addressed to:

Project Service Manager (or designated delegate)
Gulf Power Company
One Energy Place
Pensacola, FL 32520-0302

Notice to Licensee shall be addressed to:

Title: _____
Entity Name: _____
Address: _____

(F) **Assignment.** Licensee shall not assign, transfer, or sublet any right or privilege hereby granted in this Agreement without the prior written consent of Gulf. Gulf shall grant or deny a request for consent to assign, transfer, or sublet within sixty (60) days from receipt of the request; otherwise the request will be deemed granted. Gulf will not unreasonably withhold or delay its consent; however, at its option, Gulf may require the execution of a new agreement in lieu of granting its consent for assigning, transferring, or subletting this Agreement or any of the rights and privileges hereunder. Failure by Licensee to obtain the consent as required by this Section 8(F) shall constitute sufficient grounds for Gulf, at its option, to immediately deem and declare the Licensee in default and to immediately terminate this Agreement, notwithstanding any other provision of this Agreement.

(G) **Enforcement.** If any of the terms and provisions of this Agreement are breached by a party hereto, the other party may elect to seek enforcement of this Agreement by seeking injunctive or legal relief and any and all remedies to which it may be entitled under state or federal law. In the event it becomes necessary for either party to seek enforcement of this

Agreement or other remedies for breach thereof, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing party.

(H) **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and, where applicable, federal law. Any disputes arising out of this Agreement shall be brought and resolved in the state and federal courts in Escambia County, Florida, or to the extent required or allowed by law, the Florida Public Service Commission.

(I) **Severability.** If any covenant, condition, or provision of this Agreement is held to be invalid or unenforceable by a final judgment of a court or agency of competent jurisdiction after construing this Agreement, the invalidity or unenforceability thereof shall in no way affect any of the other covenants, conditions, or provisions hereof, provided that such remaining covenants, conditions, or provisions can thereafter be applicable and effective without material prejudice to either Gulf or Licensee.

(J) **Entire Agreement.** This Agreement supersedes all previous agreements, representations, and understandings between Gulf and Licensee for placement and maintenance of Licensee's Attachments on Gulf's poles, and may not be modified except in writing upon the mutual agreement of both parties hereto, evidenced by the signature of an authorized representative of each party hereto. All pre-existing Attachments shall be subject to the terms and conditions of this Agreement; however, the authorized placement and permitting of the Attachments that have been placed or maintained by Licensee under any prior agreements shall be valid and effective as if such Attachments were made pursuant to this Agreement.

IN WITNESS WHEREOF, Licensee and Gulf have caused this Agreement to be executed by their authorized representatives and be effective as of the ____ day of _____, 20__.

Gulf Power Company:

Licensee: _____

By: _____
Wendell Smith
Its Vice President, Power Delivery

By: _____
Print Name: _____
Its: _____

Date: _____

Date: _____

Attested by:

Witnessed by:

Print
Name: _____

Print
Name: _____

Title: _____

Title: _____

Exhibit A

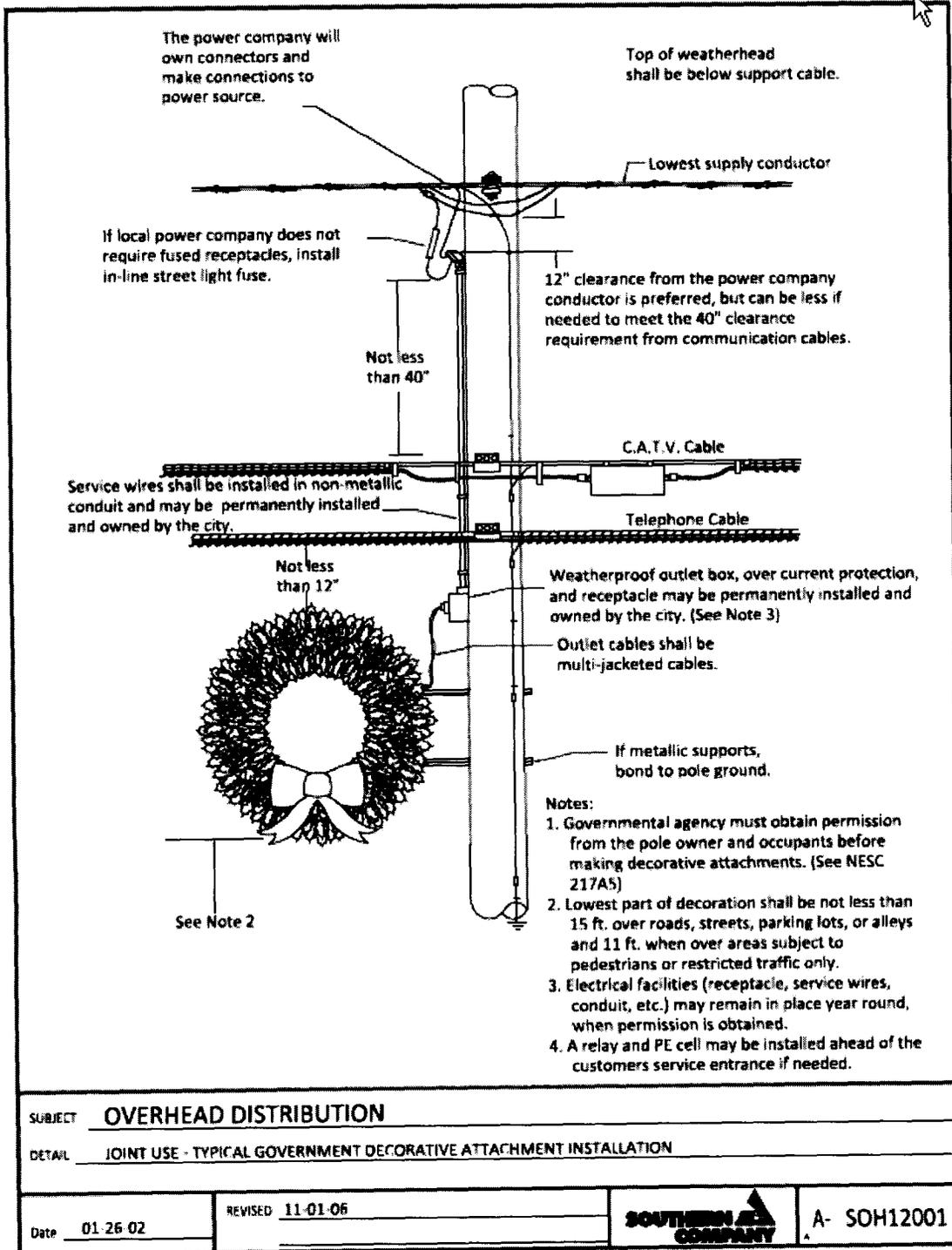


Exhibit B

Licensee's Attachment List

	P-Tag	Address	City	County
1.	-			
2.	-			
3.	-			
4.	-			
5.	-			
6.	-			
7.	-			
8.				
9.				
10.				
11.				
12.				
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22.				
23.				
24.				
25.				

Seasonal Decoration/Attachment Agreement

Gulf Power Company shall permit the City/Town of Callaway, Florida to place seasonal decorations on Gulf Power Company poles from time to time. The Town/City of Callaway, Florida agrees to pay to Gulf one (1) U. S. dollar as consideration for this permission, receipt of this payment being hereby acknowledged, and to provide, for each time period in which it desires to place seasonal decorations on Gulf Power Company poles, a special events policy of general liability insurance with limits of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. The City/Town of Callaway, Florida understands and agrees that said special events policy of general liability insurance shall be obtained by the City/Town at its own expense and shall have Gulf Power Company named as an additional insured. Further, the City/Town of Callaway, Florida understands and agrees that the special events policy of general liability insurance must provide coverage to Gulf Power Company for all actions by third parties arising from the placing of seasonal decorations on the poles of Gulf Power Company referred to herein. As proof of such insurance policy, the City/Town of Callaway, Florida agrees to provide to Gulf Power Company a Certificate showing the proper coverage, designating Gulf Power Company an additional insured under the policy, and indicating that the insurer shall provide at least thirty days notice to Gulf Power Company of cancellation, modification or termination of the insurance policy described herein.

The City/Town of Callaway, Florida, agrees to comply with the terms of attachment to Gulf Power Company equipment as described in Attachment "A" to this agreement.

In witness, we have set our hands this 29th day of September, 2005.

Bill W. Aycock
Gulf Power Company Representative A

Genette R Bernal
City Clerk

Gulf Power Company Representative A

Judy S. Whitis
City Manager/Mayor

STATE OF Florida
COUNTY OF Bay

Before me personally appeared Judy S. Whitis as City Manager and Genette R. Bernal as City Clerk on behalf of City of Callaway, Florida, and who are personally known to me and who did not take an oath.



NOTARY PUBLIC

Julie L. Mobley
Julie L. Mobley
(Print or type full name)

My commission expires: May 15, 2007

Serial Number: DD 213305

ACORD CERTIFICATE OF LIABILITY

CGI COMMUNICATIONS

INSURER

Consolidated Agency, Inc.
 119 East Ridge Road
 Rochester NY 14622
 Phone: 585-467-4110 Fax: 585-467-7628

THIS CERTIFICATE IS ISSUED AS A MATTER OF COURTESY ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

E. Localink & CGI Communication Inc
 Granite Building 8th Floor
 130 East Main St
 Rochester NY 14604

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: <i>NYE Insurance Company</i>	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	015BADM1880	12/31/04	12/31/05	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (EA occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADY INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	CARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

re: City of Callaway

CERTIFICATE HOLDER

Gulf Power Co.
 1230 E. 15th St
 Panama City FL 32401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 Douglas J. Hawrylik *[Signature]*

Attachment “A”

Terms of Attachment

- 1) Adherence to all OSHA, NEC, NESC, and City of Callaway, Florida regulations applicable to such activities and personal conduct.
 - 2) Gulf Power Company engineering will approve all proposed pole attachment locations before any attachments are made.
 - 3) All poles that are to be attached to will be located on Gulf Power Company map(s).
 - 4) Compliance to attached Specification Plate is to be coordinated with the local Gulf Power Company representative.
 - 5) Electrical facilities such as outlet box, service wires and conduit can remain in place year round.
 - 6) Gulf Power Company reserves the right to terminate and/or revise this agreement at any time after a 15 day written notice is given.
-

**City of Callaway Board of Commissioners
Agenda Item Summary**

March 10, 2015

Code Enforcement Board Application

1. PLACED ON AGENDA BY:
J. Michael Fuller, City Manager

2. AGENDA:
PRESENTATION
PUBLIC HEARING
CONSENT
OLD BUSINESS
REGULAR

3. IS THIS ITEM BUDGETED (IF APPLICABLE)?: Yes No
N/A

4. BACKGROUND: (WHY, WHAT, WHO, WHERE, WHEN, HOW, & IDENTIFY ALL ATTACHMENTS)

At this time the Code Enforcement Board has no openings but needs two alternates. Pat Martina submitted an application on March 3, 2015.

ATTACHMENT:

- Application for Code Enforcement Board

5. REQUESTED MOTION/ACTION:
Request Commission approve Pat Martina as a Code Enforcement Board Alternate Member and the remaining Alternate Member vacancy will continue to be advertised.



City Clerk Office Use Only:
Date Appointed by City Commission _____

**CITY OF CALLAWAY
CODE ENFORCEMENT BOARD
APPLICATION**

To the Applicant:

Please be aware that as a public entity, the City of Callaway is obligated to furnish this information to the media, if so requested. You will be required to successfully pass a background check prior to being selected for the Committee, and must adhere to Florida Financial Disclosure requirements.

Name: PAT MARTINA Date: 3-3-15

Address: 6416 LETSHATCHEE ST.

Home Phone: 850-871-0383 Work Phone: NA

E-mail: PMARTINA2@BELLSOUTH.NET

PLEASE NOTE:
If you reside outside of the city limits of the City of Callaway, you are ineligible for appointment. Refer to Ordinance #928 in the Archives section of the City website for more information on eligibility.

Briefly state your reason(s) for wanting to serve on this BOARD and please give any background information and/or prior experience pertinent to this position.

TO BE PROACTIVE WITH THE MEMBERS OF THE COMMITTEE IN IMPROVING THE CITY'S APPEARANCE.

Briefly state your understanding of the key issue(s) facing this Committee.

ENFORCING THE CODES OF THE CITY. INFORMING THE CITIZENS OF SUCH CODES.

Upon completion of this form, please return it to:
Callaway City Commission
6601 E. Hwy 22
Callaway, FL 32404

ATTN: City Clerk

**City of Callaway Board of Commissioners
Agenda Item Summary**

March 10, 2015

Resolution 15-13 - Application for Florida Boating Improvement Program

1. PLACED ON AGENDA BY:

J. Michael Fuller, City Manager

2. AGENDA:

PRESENTATION	<input type="checkbox"/>
PUBLIC HEARING	<input type="checkbox"/>
CONSENT	<input checked="" type="checkbox"/>
REGULAR	<input type="checkbox"/>

3. IS THIS ITEM BUDGETED (IF APPLICABLE)?: YES NO

N/A

4. BACKGROUND: (WHY, WHAT, WHO, WHERE, WHEN, HOW, & IDENTIFY ALL ATTACHMENTS)

Resolution 15-13 will authorize the submittal of an application for grant funding from the Florida Fish and Wildlife Conservation Commission's (FWC) Florida Boating Improvement Program (FBIP). The proposed project is to provide improvements to the boat ramp located at Gore Park, including an asphalt parking lot stormwater management system, and a restroom facility. The new asphalt parking lot will provide 12 additional boat trailer parking spaces and 16 regular parking spaces. Jon Sklarski of Preble-Rish will be applying for and administering the grant on behalf of the City of Callaway which requires approval of the Memorandum of Understanding (MOU) enclosed with Resolution 15-13

Attachments

- Resolution 15-13
- Memorandum of Understanding

5. REQUESTED MOTION/ACTION:

Staff recommends that the Commission approve Resolution 15-01 authorizes the submittal of the Florida Boating Improvement Program grant application and a approval of the Memorandum of Understanding for Preble-Rish to apply on behalf of the City.

RESOLUTION 15-13

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CALLAWAY, FLORIDA CONCERNING THE FLORIDA BOATING IMPROVEMENT PROGRAM; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH AND RECITING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CALLAWAY, FLORIDA THAT:

1. The City of Callaway (City) will take the following actions in connection with providing authorized signatories for submission of the Florida Boating Improvement Program (FBIP) Application (or other FBIP documents and/or modifications) for the City:
 - a. THE CITY OF CALLAWAY HEREBY GRANTS the following individuals as authorized signatories for the purposes of submitting the FBIP Application and any other documents related to the FBIP program process:
 - 1) Thomas Abbott, Mayor, City of Callaway.
 - 2) Michael Fuller, City Manager, Callaway.
 - 3) Jonathan Sklarski, P.E., Engineer-of-Record, Preble-Rish, Inc.
2. All other resolutions or parts of resolutions of the City of Callaway in conflict with the provisions of this Resolution are hereby repealed to the extent of such conflict.
3. If any section, paragraph, sentence, or clause hereof or provision of this Resolution is declared to be invalid or unconstitutional, the remaining provisions of this Resolution shall be unaffected thereby and shall remain in full force and effect.
4. This Resolution shall take immediate effect upon its passage.

PASSED, APPROVED AND ADOPTED by the City Commission of the City of Callaway, Florida on this 10th day of March, 2015.

CITY OF CALAWAY

Thomas W. Abbott, MAYOR

ATTEST:

J. Michael Fuller, CITY MANAGER

Examined and approved by me, this 10th day of March, 2015.

CITY OF CALLAWAY

Thomas Abbott, MAYOR



CITY OF CALLAWAY, FLORIDA
CITY HALL

6601 East Highway 22, Callaway, FL 32404
Phone 850-871-6000 • FAX 850-871-2444
www.cityofcallaway.com

Mayor
Thomas W. Abbott

Commissioners
Melba Covey
Pam Henderson
Bob Pelletier
Ralph L. Hollister

MEMORANDUM OF UNDERSTANDING

Between
City of Callaway
and
Preble-Rish, Inc.

This Memorandum of Understanding (MOU) sets forth the terms and understanding between the **City of Callaway** (Callaway) and the **Preble-Rish, Inc.** (PRI) to submit and administer the Florida Boating Improvement Program.

Purpose

This MOU will serve as an agreement and to set forth guidance for completing the FBIP Application.

The above goals will be accomplished by undertaking the following activities:

PRI Goals -

- Complete the FBIP Application Package
- Submit the FBIP Application Package for Callaway

Callaway Goals -

- Work with PRI and provide all of the needed information and signatures necessary to complete the application package

Reporting

Callaway and PRI will work together to evaluate effectiveness and adherence to the agreement and when evaluation will happen.

Funding

This MOU is not a commitment of funds between the City of Callaway and PRI.

Duration

This MOU is at-will and may be modified by mutual consent of authorized officials from PRI and Callaway. This MOU shall become effective upon signature by the authorized officials from PRI and Callaway and will remain in effect until modified or terminated by any one of the partners by mutual consent. In the absence of mutual agreement by the authorized officials from PRI and Callaway, this MOU shall end on February 1, 2016.

Fire Department Center	Leisure Services	Planning / Code Enforcement	Public Works	Arts & Conference
P: 850-871-2753 F: 850-871-5564	P: 850-874-0031 F: 850-874-9977	P: 850-871-4672 F: 850-871-2404	P: 850-871-1033 F: 850-871-2416	P: 850-874-0035 F: 850-874-0706

“This institution is an equal opportunity provider, and employer.”

Contact Information

City of Callaway
J. Michael Fuller, City Manager
6601 East Highway 22
Panama City, FL 32404
850-871-6000
mfuller@cityofcallaway.com

Preble-Rish, Inc.
Jonathan Sklarski, P.E., Senior Project Manager
203 Aberdeen Parkway
Panama City, FL 32405
850-522-0644
sklarskij@preble-rish.com

(City of Callaway, J. Michael Fuller)

Date: _____

(Preble-Rish, Inc., Jonathan Sklarski, P.E.)

Date: _____

**Fire Department
Center**

P: 850-871-2753
F: 850-871-5564

Leisure Services

P: 850-874-0031
F: 850-874-9977

Planning / Code Enforcement

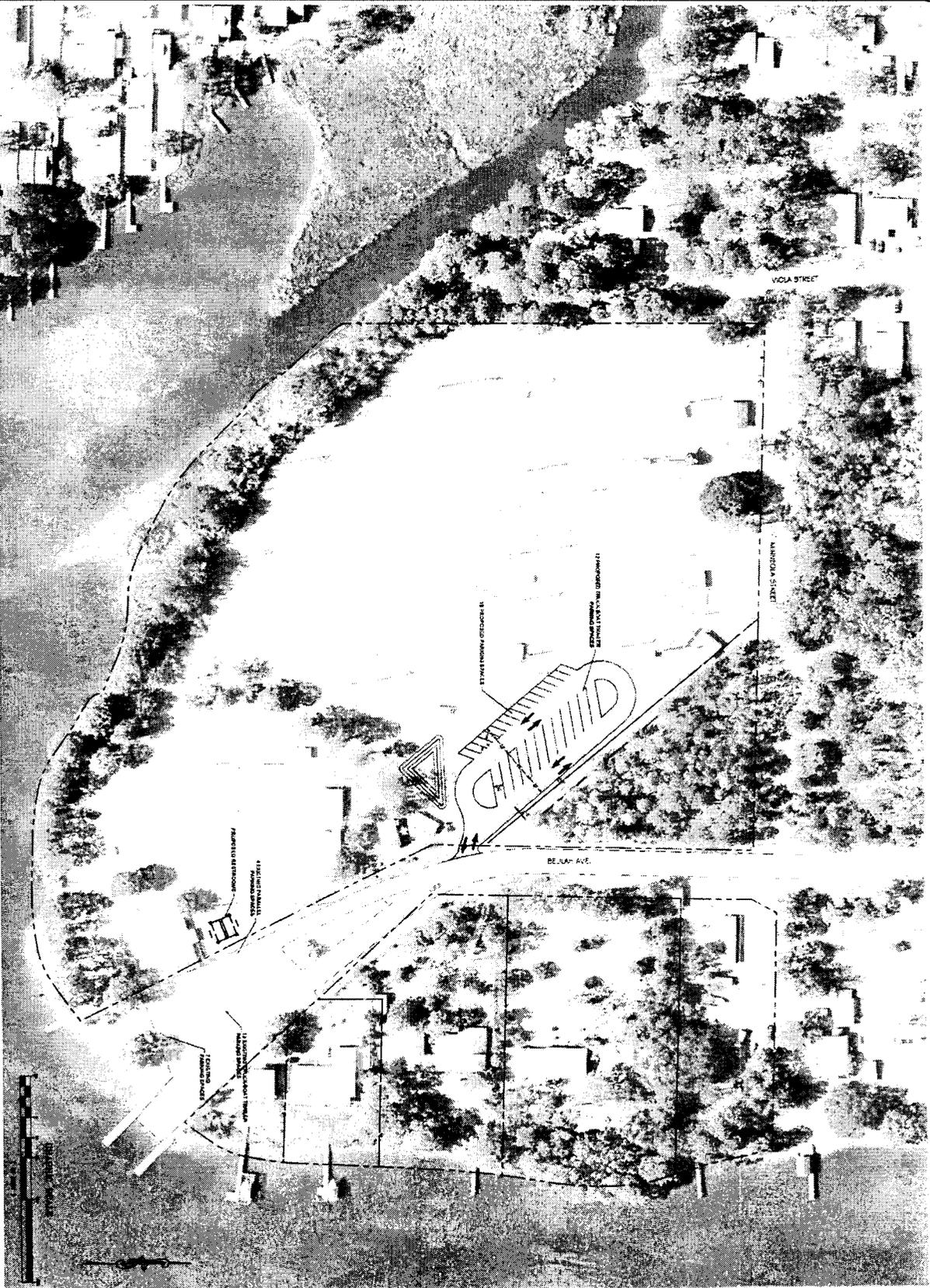
P: 850-871-4672
F: 850-871-2404

Public Works

P: 850-871-1033
F: 850-871-2416

Arts & Conference

P: 850-874-0035
F: 850-874-0706



PROJECT NO.
2501036
SHEET
1

PROPOSED SITE PLAN
BOAT RAMP
CITY OF CALLAWAY

PREBLERISH INC
 CONSULTING ENGINEERS AND SURVEYORS
 CIVIL • SURVEYING • SITE PLANNING
 201 ABERDEEN FWY, PANAMA CITY, FL 32405
 (850) 522-0644

SCALE 1" = 50'	DESIGNED SWP	DRAWN SWP	CHECKED MJS	DATE JANUARY 2015
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NO.	DATE	BY	REVISION
1			
2			
3			
4			
5			
6			
7			

**City of Callaway Board of Commissioners
Agenda Item Summary**

March 10, 2015

Award Design Project for FDOT LAP Project on Bob Little Road - Bike Path/Sidewalk

1. PLACED ON AGENDA BY:

J. Michael Fuller, City Manager

2. AGENDA:

- | | |
|----------------|-------------------------------------|
| PRESENTATION | <input type="checkbox"/> |
| PUBLIC HEARING | <input type="checkbox"/> |
| CONSENT | <input checked="" type="checkbox"/> |
| OLD BUSINESS | <input type="checkbox"/> |
| REGULAR | <input type="checkbox"/> |

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

N/A

4. BACKGROUND: (WHY, WHAT, WHO, WHERE, WHEN, HOW, & IDENTIFY ALL ATTACHMENTS)

According to the executed FDOT LAP Agreement, selection of an engineer to design the project is required. After accepting proposals the evaluation committee unanimously selected Metric Engineering, Inc. to provide a Scope of Service and Design amount. After review of the Scope of Service, Staff recommends entering into a design contract with Metric Engineering, Inc.

ATTACHMENT:

- Engineer's Scope of Services and Design Amount
- Evaluation Team Score Sheets
- Professional Services Agreement

5. REQUESTED MOTION/ACTION:

Request Commission award design project to Metric Engineering, Inc.

Scope of Work

ENGINEERING DESIGN SERVICES

C.R. 22A (BOB LITTLE RD.) BIKE PATH/SIDEWALK PROJECT

FPID #435531-1-38-01

SCOPE OF WORK

This scope of services describes and defines the engineering services which are required for the design, survey and permitting of the project described as follows:

Consultant is to design a bike path/sidewalk per FDOT Design Standards on one side of C.R. 22A (Bob Little Rd.) from 7th St. to Cherry St. in Callaway, approximately 1.015 miles. The work primarily consists of a new ADA compliant pedestrian walkway system including concrete sidewalks, crosswalks, pavement markings, and other appurtenances.

The finished product will result in FDOT approved plans and specifications and bid documents in both hard copy and electronic versions ready for project bidding and construction during the following fiscal year.

Services provided by the Consultant shall comply with all aspects of the City of Callaway's Local Agency Program Agreement with the Florida Department of Transportation identified as FPID #435531-1-38-01.

A. Surveying (HSA Consulting Group, Inc.'s tasks)

1. Prepare route survey for the bike path/sidewalk construction limits as identified in the Local Agency Program (LAP) Agreement along C.R. 22A (Bob Little Rd.) from 7th St. to Cherry St.
2. Locate rights of ways where possible along all sidewalk routes.
3. Survey Jurisdictional Wetlands locations flagged by Prime Consultant, Metric Engineering, Inc.

B. Engineering Services (Metric Engineering, Inc.'s tasks)

1. Design and prepare plans for sidewalk construction along C.R. 22A (Bob Little Rd.) from 7th St. to Cherry St. as identified in the LAP Agreement according to the following design standards:
 - a. The Florida Green Book.
 - b. The Florida Department of Transportation (FDOT) Plans Preparation Manual (PPM).
 - c. The FDOT Design Standards.
 - d. The Manual on Uniform Traffic Control Devices (MUTCD).
 - e. The Americans with Disabilities Act (ADA).
2. Prepare design documentation and calculations.
3. Prepare contract documents, which include: technical specifications and plans.

4. Coordinate sidewalk location with FDOT within its right of way on SR 22.
5. Coordinate with all utility companies during the design process.
6. Prepare the Northwest Florida Water Management District (NFWFMD) Stormwater Noticed General Permit Application, if necessary.
7. Provide stormwater/drainage as necessary to accommodate sidewalk in accordance with the FDOT Drainage Manual.
8. Provide monthly status reports and update meetings through the design and permitting process.
9. Attend progress meetings with the City as necessary.
10. Develop probable cost of construction estimate after 90% design is complete.
11. Provide one (1) Interested Parties letter/announcement for public announcements.

C. Deliverables (Metric Engineering, Inc.'s tasks)

Electronic files of each submittal will also be provided by the Consultant.

1. Two sets of 60% Design Plans for the City's review.
2. Two sets of 90% Plans and Specifications for the City's review.
3. Two sets of 100% signed and sealed Construction Plans and Specifications (Released for Construction).
4. One copy of the Design Documentation Book.

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: CR 22A (Bob Little Rd.) from Cherry Street to 7th Street
 County: Bay
 FPN: 45551-1-38-01
 FAP No.: 1001800

Consultant Name: Metric Engineering
 Consultant No.: NA
 Date: 3/3/2015
 Estimator: Jessica Bloomfield, PE

Staff Classification	Total Staff Hours From Summary - SH	Project Manager	Engineer	CADD Tech	Public Information Officer	SH		Salary	Average Rate Per Task
						By	Activity		
3. Project General and Project Common Tasks	32	6	3	0	0	0	32	\$788	\$24.63
4. Roadway Analysis	175	14	82	79	0	0	175	\$4,798	\$27.42
5. Roadway Plans	77	15	23	39	0	0	77	\$2,150	\$27.82
6. Drainage Analysis	18	0	18	0	0	0	18	\$621	\$34.50
7. Utilities	18	4	12	0	0	0	18	\$604	\$33.76
8. Environmental Permits, Compliance & Clearances	0	0	0	0	0	0	0	\$0	#N/A!
9. Structures - Misc. Tasks, Design, Non-Tech.	0	0	0	0	0	0	0	\$0	#N/A!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	\$0	#N/A!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	\$0	#N/A!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	\$0	#N/A!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	\$0	#N/A!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	\$0	#N/A!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	\$0	#N/A!
16. Structures - Movable Span	0	0	0	0	0	0	0	\$0	#N/A!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	\$0	#N/A!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	\$0	#N/A!
19. Signing & Pavement Marking Analysis	38	5	22	9	0	0	38	\$1,145	\$31.81
20. Signing & Pavement Marking Plans	20	0	10	10	0	0	20	\$510	\$25.50
21. Signification Analysis	0	0	0	0	0	0	0	\$0	#N/A!
22. Signification Plans	0	0	0	0	0	0	0	\$0	#N/A!
23. Lighting Analysis	0	0	0	0	0	0	0	\$0	#N/A!
24. Lighting Plans	0	0	0	0	0	0	0	\$0	#N/A!
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	\$0	#N/A!
26. Landscape Architecture Plans	0	0	0	0	0	0	0	\$0	#N/A!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	\$0	#N/A!
28. Photogrammetry	0	0	0	0	0	0	0	\$0	#N/A!
29. Mapping	0	0	0	0	0	0	0	\$0	#N/A!
30. Terrestrial Mobile LIDAR	0	0	0	0	0	0	0	\$0	#N/A!
31. Architecture Development	0	0	0	0	0	0	0	\$0	#N/A!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	\$0	#N/A!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	\$0	#N/A!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	\$0	#N/A!
35. Geotechnical	0	0	0	0	0	0	0	\$0	#N/A!
Total Staff Hours	374	46	170	137	21	0	374	\$10,615.92	\$28.38
Total Staff Cost		\$2,195.92	\$5,865.00	\$2,260.50	\$364.50	\$0.00	\$0.00	\$10,615.92	\$28.38

Survey Field Days by Subconsultant
 4 - Parson Crew

Sheet # \$10,615.92

Notes:
 1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.
 2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

OPERATING MARGIN: 141%
 FCM (Facilities Capital Cost Money): 28%
 EXPENSES: 7.87%
 Survey (Field - # by Prime) 0 / day
 SUBTOTAL ESTIMATED FEE: \$0.00
 Subconsultant: HSA Consulting Group \$10,000.00
 Subconsultant: Sub 2 \$0.00
 Subconsultant: Sub 3 \$0.00
 Subconsultant: Sub 4 \$0.00
 Subconsultant: Sub 5 \$0.00
 Subconsultant: Sub 6 \$0.00
 Subconsultant: Sub 7 \$0.00
 Subconsultant: Sub 8 \$0.00
 Subconsultant: Sub 9 \$0.00
 Subconsultant: Sub 10 \$0.00
 Subconsultant: Sub 11 \$0.00
 Subconsultant: Sub 12 \$0.00
 SUBTOTAL ESTIMATED FEE: \$19,697.80
 Geotechnical Field and Lab Testing \$0.00
 Optional Services \$0.00
 GRAND TOTAL ESTIMATED FEE: \$19,697.80

PRELIMINARY Ranking Recap Sheet
Engineering Design Services
Bob Little Road Bike Path/Sidewalk Project
Proposal Deadline: Wednesday, February 11, 2015 at 2:00 PM CST

Selection Committee	DRMP	David H. Melvin, Inc.	Preble-Rish	McNeil Carroll	Metric Engineering
City Manager, J. Michael Fuller	75	80	90	90	95
City Clerk, Sandy Hirth	50	80	90	55	95
Public Works Superintendent, Richard DeOcampo	60	80	80	70	90
Purchasing Clerk, Catrese Bowley	45	85	85	60	90
Number of 1st places					4
Number of 2nd places		2	4	1	
Number of 3rd places		1			
Number of 4th places		1		3	
Number of 5th places	4				
Total of all Scores (only required in the event of a tie)					

The firm with the most 1st places will be selected as the number one firm. The firm with the most 2nd places will be selected as the number two firm. The firm with the most 3rd places will be considered the number three firm. In the event that two firms tie, the firm with the highest total score will prevail.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD PROFESSIONAL SERVICES AGREEMENT

375-030-12
PROCUREMENT
OGC - 07/13
Page 1 of 2

Contract No. _____
FDOT Financial ID No.(s) 435531-1-38-01
Bob Little Road Bike Path/Sidewalk Project
Appropriation Bill Number(s)/Line Item Number(s) for
1st year of contract, pursuant to s. 216.313, F.S. _____
F.A.P. No. ARN40 *(required for contracts in excess of \$5 million)*

THIS AGREEMENT, made and entered into this _____ day of _____, by and
(This date to be entered by DOT only)
between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the
Department and City of Callaway, hereinafter called the Agency, and Metric Engineering, Inc.
(F.E.I.D. No. _____) of 2616 Jenks Avenue, Panama City, FL 32405

authorized to conduct business in the State of Florida, hereinafter called the Consultant, agree as follows:

The Consultant and the Department mutually agree to abide by the Department's **Standard Professional Services Agreement, Terms**, dated July, 2013 which are available as an appendix to this form in the Department's Professional Services web site or from the Department's Office of Procurement. The **Standard Professional Services Agreement Terms**, with the exception of the following non-applicable sections:

Bob Little Road Bike Path/Sidewalk Project

are incorporated by reference and made a part of this Agreement.

1. **SERVICES AND PERFORMANCE**

- A. The Department does hereby retain the Consultant to furnish certain services as described in Exhibit "A", attached hereto and made a part hereof, in connection with _____
- B. Unless changed by written agreement, the site for inspection of work referenced in Section 1.1 of the **Standard Professional Services Terms**, will be Bob Little Road (S.R. 22-A) from 7th St. to Cherry Street

2. **TERM**

- A. Unless otherwise provided herein or by Supplemental Agreement or Amendment, the provisions of this Agreement will remain in full force and effect through completion of all services required of the Consultant or a 5 year term from the date of execution of this Agreement, whichever occurs first.
- B. Check applicable terms
- The scheduled project services to be rendered by the Consultant will commence, subsequent to execution of this Agreement, on the date specified in the written notice to proceed from the Department's City Manager which notice to proceed will become part of this Agreement. The Consultant will complete scheduled project services within 8 months of the commencement date specified in the notice to proceed or as modified by subsequent Amendment or Supplemental Agreement.
- The project services to be rendered by the Consultant for each task assignment will commence, upon written notice from the Department's _____, and will be completed within the time period specified in each task assignment. All services performed under this contract will be completed within _____ months from the date of this Agreement. The total fee for all accumulated task assignments may not exceed _____.
- The scheduled project services to be rendered by the Consultant will commence, subsequent to execution of this Agreement, on the date specified in the written notice to proceed from the Department's _____ which notice to proceed will become part of this Agreement. The Consultant will complete scheduled project services within _____ calendar days following completion of the construction contract(s) with which consultant services are associated. The anticipated length of the consultant services is _____ months.

3. **INSURANCE**

The amount of liability insurance to be maintained by the Consultant in accordance with Section 4.B of the **Standard Professional Services Agreement Terms** is _____ .

4. **SUBCONTRACTS**

The following subconsultants are authorized under this Agreement in accordance with Section 7.A. of the **Standard Professional Services Agreement Terms**:
HSA Consulting Group, Inc.

5. **COMPENSATION**

The Department agrees to pay the Consultant compensation as detailed in Exhibit "B", attached hereto and made a part hereof.

6. **MISCELLANEOUS**

A. Reference in this Agreement to Director will mean the Public Works Superintendent

B. The services provided herein do do not involve the expenditure of federal funds. In the event federal funds are involved, Section 9 of the **Standard Professional Services Agreement Terms** is incorporated by reference.

C. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein.

Page A-1 through Page A- 2 : Exhibit "A", Scope of Services

Page B-1 through Page B- : Exhibit "B", Method of Compensation

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

Metric Engineering, Inc.

Name of Consultant

BY: _____

Authorized Signature

(Print/Type)

Title: _____

CITY OF CALLAWAY

BY: _____

J. Michael Fuller

(Print/Type)

Title: City Manager

FOR DEPARTMENT USE ONLY

APPROVED:

LEGAL REVIEW:

Professional Services Unit

General Counsel Office

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD PROFESSIONAL SERVICES AGREEMENT TERMS
July, 2013

375-030-12
PROCUREMENT
Page A1 of 8

1. **SERVICES AND PERFORMANCE**

- A. Before making any additions or deletions to the work described in the Agreement, and before undertaking any changes or revisions to such work, the parties will negotiate any necessary cost changes and will enter into a Supplemental Agreement covering such work and compensation. Reference herein to the Agreement will be considered to include any Supplemental Agreement.
- B. In the performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The Consultant will use due care in performing its services and will have due regard for acceptable engineering standards and principles. Consultant's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement.
- C. The Consultant agrees to provide project schedule progress reports in a format acceptable to the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of work being done by the Consultant and of the details thereof. Coordination will be maintained by the Consultant with representatives of the Department, or of other agencies interested in the project on behalf of the Department. Either party to the Agreement may request and be granted a conference.
- D. All services will be performed by the Consultant to the satisfaction of the Director who will decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of the Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof; and the decision upon all claims, questions and disputes will be final and binding upon the parties hereto. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses will be subject to mutual agreement of the parties, and Supplemental Agreement(s) of such a nature as required will be entered into by the parties in accordance herewith.

In the event that the Consultant and the Department are not able to reach an agreement as to the amount of compensation to be paid to the Consultant for supplemental work desired by the Department, the Consultant will be obligated to proceed with the supplemental work in a timely manner for the amount determined by the Department to be reasonable. In such event, the Consultant will have the right to file a claim with the Department for such additional amounts as the consultant deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof through administrative procedures or the courts relieve the Consultant from the obligation to timely perform the supplemental work.

- E. In the event the work covered by this Agreement includes the preparation of construction plans, it is understood that the work may be divided into two or more construction projects by the Director and that, if this is done, the Consultant will supply construction plans for each project.
- F. The Consultant is authorized to use the Department's computer facilities utilizing Department programs required for the performance of the services herein. The Consultant will identify the programs required and submit a written request to the Department's Project Manager for approval.
- G. All design work performed by the Consultant for projects where anticipated construction cost is one million dollars (\$1,000,000) or more will be subject to Value Engineering. The Department further reserves the right to subject projects of lesser construction cost to Value Engineering should the Department deem circumstances are present that warrant such a decision. Value Engineering may be performed at any stage of the design process. Unless specifically identified in the Agreement, the Consultant will not be required to perform the Value Engineering analysis.
- H. The Consultant will not be liable for use by the Department of plans, documents, studies or other data for any purpose other than intended by the terms of this Consultant Agreement.
- I. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the property of the Department upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Department of said document(s), the Department will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this agreement. The Department will have the right to visit the site for inspection of the work and the products of the Consultant at any time.

2. **TERM:**

- A. Services required after completion of scheduled project services, including, but not limited to, design assistance, construction assistance, and litigation assistance, will be completed within the term of this Agreement at written direction of the department. Supplemental Agreements may be negotiated for any post project schedule services needed by the Department after scheduled project services.

In the event it becomes impracticable or impossible for the Consultant to complete the expected services within the term of this Agreement due to delays on the part of the department or circumstances beyond the control of the Consultant, the Agreement may be extended. An extension of the Agreement must be in writing.

- B. In the event there are delays caused by the Department in approval of any of the materials submitted by the Consultant or if there are delays occasioned by circumstances beyond the control and without fault or negligence of the Consultant which delay the scheduled project completion date, the Department may grant an extension of time equal to the aforementioned project schedule delay, as a minimum and not to exceed the Agreement term, by issuance of a Time Extension Letter. This letter will be for time only and does not include any additional compensation.

It will be the responsibility of the Consultant to ensure at all times that sufficient time remains in the Project Schedule within which to complete the services on the project. In the event there have been delays which would affect the project completion date, the Consultant will submit a written request to the Department which identifies the reason(s) for the delay, the amount of time related to each reason and specific indication as to whether or not the delays were concurrent with one another. The Department will review the request and make a determination as to granting all or part of the requested extension.

In the event time for performance of the scheduled project services expires and the Consultant has not requested, or if the Department has denied, an extension of the Project Schedule completion date; partial progress payments will be stopped on the date time expires. No payment shall be made for work performed after the Project Schedule completion date until a time extension is granted or all work has been completed and accepted by the Department if the Agreement term has not expired.

3. **COMPENSATION:**

- A. Bills for fees or other compensation for services or expenses will be submitted to the Department in detail sufficient for a proper preaudit and postaudit thereof. The Department will render approval or disapproval of services within five working days of the receipt of a written progress report unless otherwise stated in the Agreement. The progress report will be accompanied by an appropriate invoice.
- B. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, will be submitted in accordance with Section 112.061, Florida Statutes.
- C. Records of costs incurred under terms of this Agreement will be maintained and made available upon request to the Department at all times during the period of this Agreement and for three years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records will be furnished to the Department upon request.
- D. Records of costs incurred will include the Consultant's general accounting records and the project records, together with supporting documents and records, of the Consultant and all subconsultants performing work on the project, and all other records of the Consultant and subconsultants considered necessary by the Department for a proper audit of project costs.
- E. The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Agreement will be as set forth in the Code of Federal Regulations, Titles 23, 48, 49, Rule Chapter 14-75, Florida Administrative Code, and other pertinent Federal and State Regulations, as applicable, with the understanding that there is no conflict between State regulations and Federal regulations in that the more restrictive of the applicable regulations will govern.
- F. The Consultant should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
- G. If a payment is not available within 40 days, a separate interest penalty at a rate established pursuant to Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the Consultant. Interest penalties of less than one dollar will not be paid unless the Consultant requests payment. Invoices which have to be returned to a Consultant because of Consultant preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- H. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- I. Except for issues arising from contract indemnification provisions, the Department will have the right to retain out of any payment due the Consultant under this Agreement an amount sufficient to satisfy any amount due and owing to the Department by the Consultant on any other Agreement between the Consultant and the Department. The Department may withhold payment on any invoice in the event that the Consultant is in default under any provision of this Agreement or any other Agreement between the Consultant and the Department as of the time of processing the invoice or as of the time payment is made available on the invoice. This right to withhold will continue until such time as the default has been cured, and, upon cure, the Department will have the right to retain an amount equal to the damages suffered as a result of the default.

- J. It is mutually agreed and understood that the following provision will be applicable to this Agreement if the compensation to be paid to the Consultant, whether by lump sum or cost-plus-a-fixed-fee, will exceed the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR.

The Consultant hereby certifies, covenants and warrants that wage rates and other factual unit costs provided the Department to support the compensation are accurate, complete and current as of the date of this Agreement. It is further agreed that the Agreement price will be adjusted to exclude any significant sums by which the Department determines the Agreement price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such Agreement adjustments must be made within one year following the end of the Agreement. For this purpose, the end of the Agreement is the date of final billing or acceptance of the work by the Department, whichever is later.

- K. The Department, during any fiscal year, will not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department will require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained will prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

4. **INDEMNITY AND INSURANCE:**

- A. If the Consultant is an individual or entity licensed by the state of Florida who holds a current certificate of registration under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, under Chapter 472, Florida Statutes, to practice land surveying and mapping, or under Chapter 471, Florida Statutes, to practice engineering, and who enters into a written agreement with the Department relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the Consultant will indemnify and hold harmless the Department, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the contract.

The parties agree that 1% of the total compensation to the Consultant for performance of this Agreement is the specific consideration from the Department to the Consultant for the Consultant's indemnity agreement.

- B. The Consultant will have and maintain during the term of this Agreement, a professional liability insurance policy or policies, or an irrevocable letter of credit established pursuant to Chapter 675 and Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording professional liability coverage for the professional services to be rendered in accordance with this Agreement in the amount specified in the Agreement.
- C. Under the terms of this agreement, the plans, reports and recommendations of the Consultant will be reviewed by the Department for conformity with Department standards and agreement terms. However, review by the Department does not constitute detailed review or checking of design components and related details, or the accuracy with which designs are depicted on the plans.
- D. Acceptance of the work by the Department or Agreement termination does not constitute Department approval and will not relieve the Consultant of the responsibility for subsequent corrections of any errors and/or omissions and the clarification of any ambiguities. The Consultant shall make all necessary revisions or corrections resulting from errors and/or omissions on the part of the Consultant without additional compensation. If these errors and/or omissions are discovered during the construction of the project, they shall be corrected without additional compensation.

5. **COMPLIANCE WITH LAWS:**

- A. All final plans, documents, reports, studies and other data prepared by the Consultant shall bear the professional's seal/signature, in accordance with the applicable Florida Statute that governs and Administrative Rules promulgated by the Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Agreement. In the event that changes in the Statute or Rules create a conflict with the requirements of the published guidelines, requirements of the Statute and/or Rules shall take precedence.
- B. Chapter 337.162 Florida Statutes applies as follows:
- (1) If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it will submit a complaint about the violations to the Department of Business and Professional Regulation. The complaint will be confidential.

- (2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of his employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules will submit a complaint about the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455 and the state licensing law applicable to that licensee. The complaint will be confidential.
 - (3) Any confidential information submitted to the Department of Business and Professional Regulation will remain confidential pursuant to Chapter 455 and applicable state law.
- C. The Consultant will comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the performance of work under this Agreement.
- D. The Consultant warrants that the Consultant has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For the breach or violation of this Paragraph, the Department shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
- E. The Consultant shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Consultant in conjunction with this Agreement. Specifically, if the Consultant is acting on behalf of a public agency the Consultant shall:
- (1) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Consultant.
 - (2) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - (4) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Consultant 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 Department in a format that is compatible with the information technology systems of the Department.
- Failure by the Consultant to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The Consultant shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the Consultant and shall promptly provide the Department a copy of the Consultant's response to each such request.
- F. The Consultant agrees that it will make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department and securing its consent in writing. The Consultant also agrees that it will not publish, copyright or patent any of the data developed under this Agreement, it being understood that such data or information is the property of the Department.
- G. Consultant covenants and agrees that it and its employees will be bound by the standards of conduct provided in applicable Florida Statutes and applicable rules of the Department of Business and Professional Regulation as they relate to work performed under this Agreement. Consultant further covenants and agrees that when a former state employee is employed by the Consultant, the Consultant will require that strict adherence by the former state employee to Florida Statutes 112.313(9) and 112.3185 is a condition of employment of said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. Consultant agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.

- H. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- I. The Department will consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of this Agreement, by the Department, if the Consultant knowingly employs unauthorized aliens.
- J. **DISCRIMINATION:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

6. TERMINATION AND DEFAULT

- A. The Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination, as follows:
 - (1) If the Department determines that the performance of the Consultant is not satisfactory, the Department may notify the Consultant of the deficiency with the requirement that the deficiency be corrected within a specified time; but not less than 10 days. Otherwise the Agreement will be terminated at the end of such time or thirty (30) days whichever is sooner.
 - (2) If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Consultant, the Department will notify the Consultant of such termination, with instructions as to the effective date of work stoppage or specify the stage of work at which the Agreement is to be terminated.
 - (3) If the Agreement is terminated before performance is completed, the Consultant will be paid for the work satisfactorily performed. Payment is to be on the basis of substantiated costs, not to exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by the Agreement.
- B. The Department reserves the right to cancel and terminate this Agreement in the event the Consultant or any employee or agent of the Consultant is convicted for any crime arising out of or in conjunction with any work being performed by the consultant for or on behalf of the Department, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans specifications, computer files, maps, and data prepared or obtained under this Agreement will immediately be turned over to the Department. The Department reserves the right to terminate or cancel this Agreement in the event the Consultant will be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. The Department further reserves the right to suspend the qualifications of the Consultant to do business with the Department upon any such conviction.
- C. If the Agreement is for goods or services of \$1 million or more and was entered into or renewed on or after July 1, 2011 and the Department determines that the Vendor submitted a false certification under Section 287.135(5), Florida Statutes, or if the Vendor has been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Department shall have the option of (1) terminating the Agreement after it has given the Vendor notice and an opportunity to demonstrate the agency's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or (2) maintaining the Agreement if the conditions of Section 287.135(4), Florida Statutes, are met.

7. ASSIGNMENT AND SUBCONTRACTORS

- A. The Consultant will maintain an adequate and competent professional staff so as to enable Consultant to timely perform under this Agreement and must be authorized to do business within the State of Florida and may associate with it such subconsultants, for the purpose of its services hereunder, without additional cost to the Department, other than those costs negotiated within the limits and terms of this Agreement. The Consultant is fully responsible for satisfactory completion of all subcontracted work. The Consultant, however, will not sublet, assign or transfer any work under this Agreement to other than subconsultants specified in the Agreement without the written consent of the Department.

- B. The Consultant must state in all subcontracts that services performed by any such subconsultant will be subject to the Professional Consultant Work Performance Evaluation System as defined in Chapter 14-75, Florida Administrative Code.
- C. The following provision is hereby incorporated in and made a part of this Agreement when the services provided herein do not involve the expenditure of Federal funds:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out this contract will be purchased from the Corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in Section 946.515(2) and (4), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract will be deemed to be substituted for this agency insofar as dealings with such Corporation.

The Corporation referred to in the above paragraph is Prison Rehabilitative Industries and Diversified Enterprises, Inc. Available pricing, products, and delivery schedules may be obtained by contacting:

PRIDE Enterprises
12425 28th Street North
Suite 300
St Petersburg, Florida 33716

8. MISCELLANEOUS

- A. All words used herein in the singular form will extend to and include the plural. All words used in the plural form will extend to and include the singular. All words used in any gender will extend to and include all genders.
- B. In the event that a court of valid jurisdiction finally determines that any provision of this Agreement is illegal or unenforceable, this Agreement will be construed as not containing such provision, and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.
- C. There are no understandings or agreements except as herein expressly stated.
- D. This Agreement will be governed by and construed in accordance with the laws of the State of Florida.
- E. In any legal action related to this Agreement, instituted by either party, Consultant hereby waives any and all privileges and rights it may have under chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in any county chosen by the Department and in the event that any such legal action is filed by Consultant, Consultant hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.
- F. Consultant:
 - 1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the term of the contract; and
 - 2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

9. TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

The following terms apply to all contracts in which it is indicated in Section 6.B of the Standard Professional Services Agreement that the services involve the expenditure of federal funds:

- A. It is understood and agreed that all rights of the Department relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.

- C. **Compliance with Regulations:** The Consultant shall comply with the Regulations of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- D. **Nondiscrimination:** The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- E. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- F. **Information and Reports:** The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- G. **Sanctions for Noncompliance:** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
 2. cancellation, termination or suspension of the contract, in whole or in part.
- H. **Incorporation or Provisions:** The Consultant will include the provisions of Paragraph C through H in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.
- I. **Interest of Members of Congress:** No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- J. **Interest of Public Officials:** No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- K. **Participation by Disadvantaged Business Enterprises:** The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statements shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.

The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.

- L. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- M. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Department in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Department. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.
- N. The Department hereby certifies that neither the consultant nor the consultant's representative has been required by the Department, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to
1. employ or retain, or agree to employ or retain, any firm or person, or
 2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Department further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

- O. The Consultant hereby certifies that it has not:
1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
 2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
 3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name: _____
Vendor FEIN: _____
Vendor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____
Email Address: _____

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes. This requirement is not applicable to federally funded contracts.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____
who is authorized to sign on behalf of the above referenced company.
Authorized Signature Print Name and Title: _____
Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
 PROCUREMENT
 04/14

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: _____ _____ _____ Congressional District, if known: 4c _____		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, if known: _____
6. Federal Department/Agency: _____ _____	7. Federal Program Name/Description: _____ _____ CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): _____ _____ _____	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____ _____ _____	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

**City of Callaway Board of Commissioners
Agenda Item Summary**

March 10, 2015

Sewer Only Accounts Connecting To City Water

<p>1. PLACED ON AGENDA BY: J. Michael Fuller, City Manager</p>	<p>2. AGENDA: PRESENTATION <input type="checkbox"/> PUBLIC HEARING <input type="checkbox"/> CONSENT <input type="checkbox"/> OLD BUSINESS <input checked="" type="checkbox"/> REGULAR <input type="checkbox"/></p>
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3. IS THIS ITEM BUDGETED (IF APPLICABLE)?: Yes No
N/A

4. BACKGROUND: (WHY, WHAT, WHO, WHERE, WHEN, HOW, & IDENTIFY ALL ATTACHMENTS)

On June 20, 2014 a letter was sent to all sewer only accounts informing citizens of Section 18-91 (a) of the Callaway Code of Ordinance establishing the required water connection if City water is available. The letter stated the citizens had 365 days to establish water connections. According to Public Works, 81 letters were sent out and at present time 7 customers have connected. Recently staff has added language on the City's website reminding sewer only account holders of the approaching deadline to connect, and Attorney Obos is researching options the City may take.

ATTACHMENT:

- Utility customer letter

For discussion.



CITY OF CALLAWAY, FLORIDA

CITY HALL

6601 East Highway 22, Callaway, FL 32404
Phone 850-871-6000 • FAX 850-871-2444
www.cityofcallaway.com

Mayor
Thomas W. Abbott

Commissioners
Melba Covey
Pam Henderson
Bob Pelletier
Ralph L. Hollister

June 30, 2014

Dear Utility Customer:

It has come to our attention that city water is available to your property. As an existing customer with sewer connection, we are pleased to provide potable water service to you.

In order to provide high quality water and sewer utility service, we require customers with existing sewer connections to use only city water, except for lawn irrigation. The City of Callaway will allow you one year to establish the required connection in accordance with city ordinance.

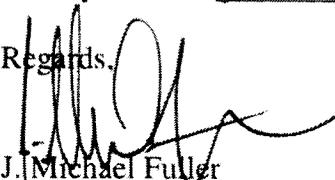
Section 18-91 (a) of the Callaway Code of Ordinance, Connect to City Water System, states as follows:

When public sewer access is available as outlined in section 18-11, all premises within the city shall be required to use only city water, except for purposes such as lawn watering, where no water from any other system other than the city water supply is discharged into the sewer system; provided always, that city water be available as defined. Nonavailability of city water shall make void the requirement of its use, but shall not affect the requirement of sewer service use; and in such event a private water supply shall be metered at the user's expense for determination of sewer service rates and charges. The meter shall be approved by the city public works department and inspected upon installation.

Again, the City of Callaway will require you to establish water connection pursuant to Sec. 18-91 of the Code of Ordinances one year (365 days) from the date of this letter.

If you have any questions or need additional information, please contact me at (850)871-6000 or by email at mfuller@cityofcallaway.com. You may also contact Mr. Larry Johnson, Director of Public Works, at (850)871-1033 or by email at ljohnson@cityofcallaway.com.

Regards,


J. Michael Fuller
Interim City Manager

Fire Department Center	Leisure Services	Planning / Code Enforcement	Public Works	Arts & Conference
P: 850-871-2753 F: 850-871-5564	P: 850-874-0031 F: 850-874-0977	P: 850-871-4672 F: 850-871-2404	P: 850-871-1033 F: 850-871-2416	P: 850-874-0035 F: 850-874-0706

"This institution is an equal opportunity provider, and employer."

**City of Callaway Board of Commissioners
Agenda Item Summary**

March 10, 2015

Resolution 15-11 – Revising the 2014-2015 Annual Commission Meeting and Workshop Schedule

1. PLACED ON AGENDA BY:

J. Michael Fuller, City Manager

2. AGENDA:

PRESENTATION	<input type="checkbox"/>
PUBLIC HEARING	<input type="checkbox"/>
CONSENT	<input type="checkbox"/>
OLD BUSINESS	<input type="checkbox"/>
REGULAR	<input checked="" type="checkbox"/>

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

N/A

4. BACKGROUND: (WHY, WHAT, WHO, WHERE, WHEN, HOW, & IDENTIFY ALL ATTACHMENTS)

At the February 24, 2015, Regular Commission Meeting, Commissioner Covey suggested the Commission consider holding a Regular Meeting once a month instead of two, with a Workshop the day before the meeting. As requested, staff drafted a Resolution with the amended annual calendar for Regular Commission Meetings and Workshops.

ATTACHMENT:

- Proposed Resolution 15-11

5. REQUESTED MOTION/ACTION:

Staff recommends that the Commission approve Resolution 15-11 to revise the 2014-2015 Annual Commission Meeting and Workshop Schedule.

RESOLUTION 15-11

A RESOLUTION OF THE CITY OF CALLAWAY, FLORIDA, AMENDING RESOLUTION 14-22, ADOPTING A MEETING SCHEDULE FOR THE REGULAR MEETINGS OF THE CITY COMMISSION OF THE CITY OF CALLAWAY, FLORIDA, FOR FISCAL YEAR 2014-2015; SETTING REGULAR WORKSHOPS FOR FISCAL YEAR 2014-2015; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH AND RECITING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Callaway, Florida, adopted Ordinance #927 allowing for the adoption of an annual regular meeting calendar; and

WHEREAS, the City Commissioner finds it is in the best interest of the citizens of the City of Callaway to regularly conduct workshops in preparation for each regular commission meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF CALLAWAY, FLORIDA THAT:

SECTION 1. The City Commission of the City of Callaway adopts the “Revised 2014-2015 Annual Calendar” for regular commission meetings and workshops as identified in Exhibit “A”.

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

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this ____ day of March, 2015, by the CALLAWAY CITY COMMISSION meeting in regular session.

CITY OF CALLAWAY, FLORIDA

Thomas W. Abbott, Mayor

ATTEST:

Sandra Hirth, City Clerk

Exhibit A

FY 2014-2015 REGULAR MEETING AND WORKSHOP CALENDAR OF THE CITY COMMISSION OF CALLAWAY, FLORIDA

March 23, 2015	-	Workshop	6:00 PM
March 24, 2015	-	Regular Meeting	6:00 PM
April 27, 2015	-	Workshop	6:00 PM
April 28, 2015	-	Regular Meeting	6:00 PM
May 18, 2015*	-	Workshop	6:00 PM
May 26, 2015	-	Regular Meeting	6:00 PM
June 22, 2015	-	Workshop	6:00 PM
June 23, 2015	-	Regular Meeting	6:00 PM
July 27, 2015	-	Workshop	6:00 PM
July 28, 2015	-	Regular Meeting	6:00 PM
August 24, 2015	-	Workshop	6:00 PM
August 25, 2015	-	Regular Meeting	6:00 PM
September 21, 2015	-	Workshop	6:00 PM
September 22, 2015	-	Regular Meeting	6:00 PM

*moved to preceding week due to Memorial Day holiday

**City of Callaway Board of Commissioners
Agenda Item Summary**

March 10, 2015

Resolution 15-12 – Agenda Format Revision

<p>1. PLACED ON AGENDA BY: J. Michael Fuller, City Manager</p>	<p>2. AGENDA:</p> <p>PRESENTATION <input type="checkbox"/></p> <p>PUBLIC HEARING <input type="checkbox"/></p> <p>CONSENT <input type="checkbox"/></p> <p>OLD BUSINESS <input type="checkbox"/></p> <p>REGULAR <input checked="" type="checkbox"/></p>
---	--

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

N/A

4. BACKGROUND: (WHY, WHAT, WHO, WHERE, WHEN, HOW, & IDENTIFY ALL ATTACHMENTS)

At the February 24, 2015 Regular Commission meeting, the Commission discussed changing the limit on Public Participation to three (3) minutes per speaker. Resolution 15-12 changes the Public Participation to 3 minutes per speaker and removes language conflicting with the new one Workshop/one Regular Commission Meeting per month.

ATTACHMENT:

- Proposed Resolution 15-12

5. REQUESTED MOTION/ACTION:
Staff recommends that the Commission approve Resolution 15-12 providing for 3 minutes of Public Participation and updating the format to conform with the new meeting schedule.

RESOLUTION 15-12

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CALLAWAY, FLORIDA ADOPTING A COMMISSION MEETING AGENDA FORMAT; ADOPTING COMMISSION MEETING PROCEDURES; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND RECITING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Callaway desires to adopt an agenda format and meeting process which efficiently and thoroughly presents the City's issues to be discussed during its meetings; and

WHEREAS, rules for conducting City Commission meetings are necessary to promote proper and efficient decision making by the City Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF CALLAWAY, FLORIDA THAT:

1. The attached EXHIBIT A constitutes the glossary for Callaway Commission procedural Rules of Order and conduct at Commission meetings.
2. The placement of items on Commission meeting agendas shall be completed, with supporting documents and recommendations, to the City Clerk no later than Tuesday prior to the Regular Commission meeting. The City Clerk will provide a draft agenda to the Commission/City Manager for review, additions and deletions on Wednesday prior to the next Commission meeting. Copies of supporting documents submitted after Thursday may be provided to the Elected Officials up until the start of the regularly scheduled workshops immediately preceding the regular commission meeting.
3. Agenda items may be placed on agenda only by Elected Officials and the City Manager.
4. A Commission agenda shall be organized as follows, based on timely submitted items: Call to Order, Invocation, Pledge of Allegiance, Roll Call, Instructions, Presentations/Proclamations, Mayor's Comments (includes call for additions, deletions, or requests for items to be pulled from Consent Agenda for discussion), Public Participation, Approval of Minutes, Consent

Agenda, Old Business, Regular Agenda, Public Hearings, Comments (Commission, City Manager), and Announcements.

5. Public participation is limited to three (3) minutes per speaker. All comments shall be directed to the chairman of the meeting. Public Participation is non-transferrable.
6. Any Elected Official can request changes in the order Agenda items are called.
7. In voting on a motion, to denote all in favor say “aye”, dissenting votes say “nay”. Any Elected Official can call for a roll call vote. In a Roll Call Vote, City Clerk will poll the Commissioners, Wards 1-4, with the Mayor having the last vote.

PASSED AND ADOPTED this 10th day of March, 2015, by the CALLAWAY CITY COMMISSION meeting in regular session.

CITY OF CALLAWAY

Thomas W. Abbott, Mayor

ATTEST:

Sandra B. Hirth, City Clerk

EXHIBIT A

Callaway Commission Meeting Procedural Rules of Order Glossary

- Add On** - Requires a motion, a second, and a unanimous vote for an item to be added to the agenda during a meeting.
- Add On Item** - Will be treated as any other agenda item.
- Conduct of Meetings** - The Mayor will chair all meetings. The Mayor Pro tem will chair meetings in the absence of the Mayor. In the absence of the Mayor and Mayor Pro tem, the remaining three (3) Commissioners shall elect by voice vote which of them will chair this particular meeting. Robert's Rules of Order will be used as a guide to dictate meeting decorum.
- Emergency Meetings** - Shall be called only when circumstances deem that an issue or subject cannot be delayed to meet criteria set for regular or special meetings. Notification shall be by the most expedient means possible, preferably in writing, including media. Action must be taken on all agenda items. Any item maybe tabled without debate or a vote required.
- Rearrangement of Agenda** - Any Commissioner may request an agenda item be moved out of sequence provided there are no objections from any other Commissioner (does not require a vote).
- Recess** - Any Commissioner may request and receive a recess immediately preceding the next agenda item (does not require a vote and is not debatable).
- Regular Meetings** - Regular meetings are scheduled as set forth in an annual meeting calendar Resolution. Regular meetings may only be cancelled or postponed by majority vote of the Commission.
- Special Meetings** - Mayor can call or set special meetings. Mayor Pro Tem, in the absence of the Mayor, can call or set special meetings. Any two (2) Commissioners can call or set special meetings. Special meetings shall be announced no less than three (3) days before occurrence with written notice to each Commissioner being delivered in person, or electronically, whichever is appropriate. Action must be taken on all agenda items. Any item maybe tabled without debate or a vote required. A special meeting may be cancelled or postponed by the Mayor if he or she called the

meeting, the Mayor Pro Tem if he or she called the meeting, or the two Commissioners that called the meeting.

Table Agenda Item

- Any Commissioner may request an agenda item be tabled. Such a request does not require a second and is not debatable. The act of tabling an item can only be done once on a specific item. A request to table an agenda item can be done at any time prior to vote. A tabled item will automatically be placed on the agenda of the next regularly scheduled meeting. If a Commissioner wishes to table an item beyond the next regularly scheduled meeting, a motion must be made, a second received, and the motion approved by majority vote.

Telephone Participation

- If not present, Commissioners shall not be allowed to participate in meetings via telephone or other electronic methods.

Withdraw Agenda Item

- An agenda item can only be withdrawn by the originator of the item.

**City of Callaway Board of Commissioners
Agenda Item Summary**

March 10, 2015

Ordinance No. 955, First Reading – Petition for Voluntary Annexation – Primrose Bay

<p>1. PLACED ON AGENDA BY: J. Michael Fuller, City Manager</p>	<p>2. AGENDA:</p> <p>PRESENTATION <input type="checkbox"/></p> <p>PUBLIC HEARING <input type="checkbox"/></p> <p>CONSENT <input type="checkbox"/></p> <p>OLD BUSINESS <input type="checkbox"/></p> <p>REGULAR <input checked="" type="checkbox"/></p>
---	--

3. IS THIS ITEM BUDGETED (IF APPLICABLE)?: YES NO

N/A

4. BACKGROUND: (WHY, WHAT, WHO, WHERE, WHEN, HOW, & IDENTIFY ALL ATTACHMENTS)

Ord. No. 955 pertains to the annexation of property contiguous with the City limits, located in Unincorporated Bay County, and approx. 283.881 acres. Please reference the attached staff summary/analysis. This is the first reading. Planning Board unanimously recommended approval on the annexation.

ATTACHMENT:

- Proposed Ordinance No. 955
- Planning Department Staff Summary
- Petition for Voluntary Annexation Application
- Vicinity Map
- Planning Board Recommendation

5. REQUESTED MOTION/ACTION:
Staff recommends the Commission approve the First Reading of Ordinance No. 955 and authorize the advertisement of the final public hearing.

ORDINANCE NO. 955

AN ORDINANCE ANNEXING THE FOLLOWING UNINCORPORATED AREA OF BAY COUNTY WHICH IS CONTIGUOUS TO THE CITY OF CALLAWAY, FLORIDA UPON PETITION OF THE OWNER OF SAID PROPERTY: PROPERTY CONTAINING APPROXIMATELY 283.881 ACRES AND LOCATED WEST OF HIGHWAY 2297, EAST OF PRIMROSE STREET, NORTH OF SANDY CREEK RANCH AND CARUSO DRIVE, AS MORE PARTICULARLY DESCRIBED IN THE ORDINANCE; REDEFINING THE BOUNDARY LINES OF THE CITY; PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY UPON PASSAGE.

WHEREAS, US Metropolitan Land Development, LLC, owner of real property in an unincorporated area of Bay County which is contiguous to this City, has filed a petition on the 7th day of November, 2014, praying that said real property, being more particularly described below, be annexed to this City, and

WHEREAS, the City Commission of this City has determined that the petition bears the signatures of all the owners of the property in the area proposed to be annexed, and

WHEREAS, Notice of Voluntary Annexation for this property has been published in the Panama City News-Herald once a week for two (2) consecutive weeks prior to this date, the same being a newspaper of general circulation in this City.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF CALLAWAY, FLORIDA:

Section 1. It is hereby annexed and made a part of the City of Callaway, Florida, the following described lands in Bay County, Florida, to-wit:

SEE ATTACHED AND INCORPORATED EXHIBIT A

Section 2. The boundary lines of the City of Callaway, Florida, are redefined to include therein said tract of land.

Section 3. A map of the area to be annexed is attached.

Section 4. This ordinance shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Commission of the City of Callaway, Florida, this _____ day of _____, 2015.

Thomas W. Abbott, Mayor

ATTEST:

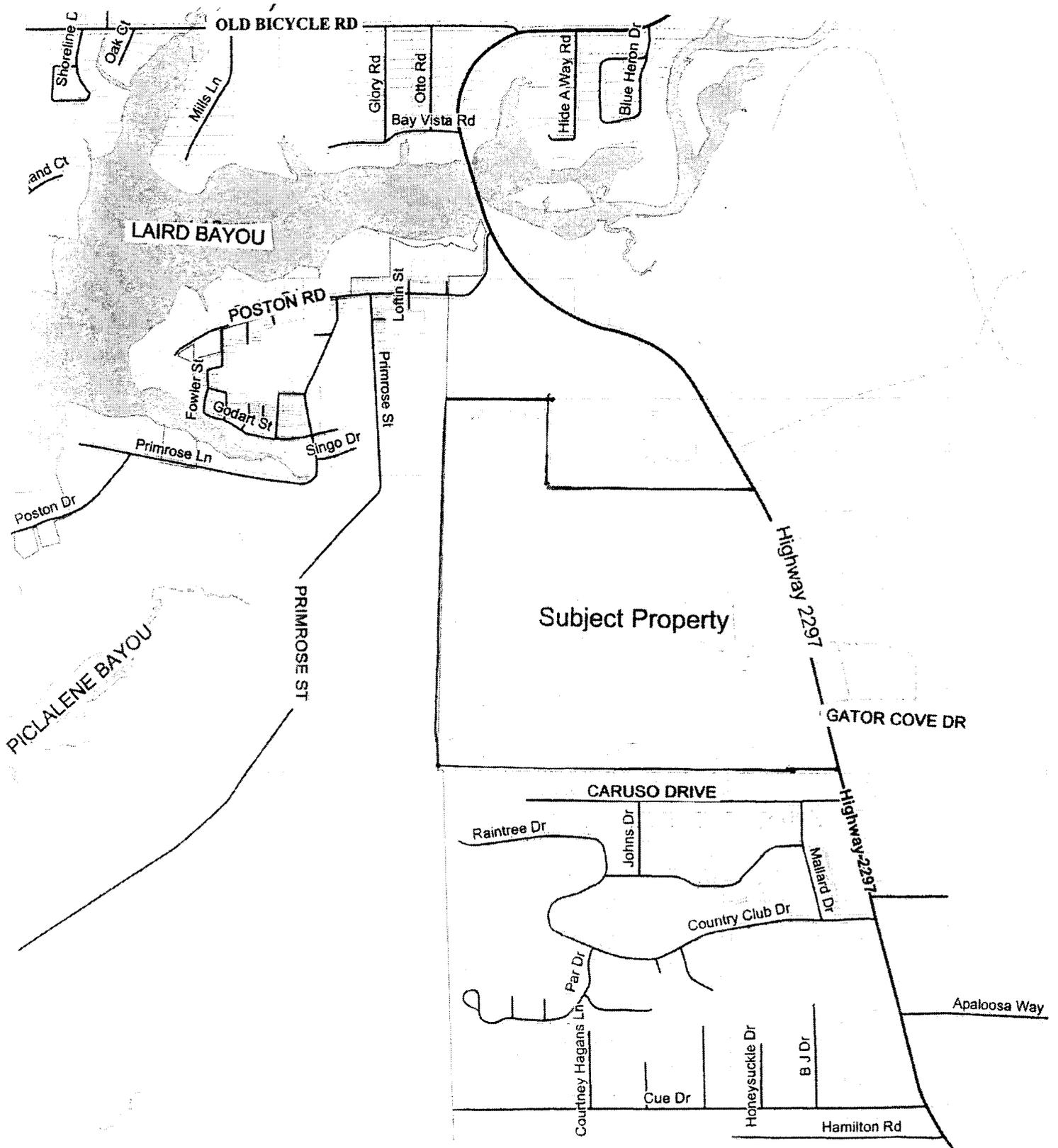
Sandra B. Hirth, City Clerk

First Reading _____

Second Reading _____

PUBLISHED in the Panama City News-Herald on the _____ and _____ days of _____, 2015.

ATTACHMENT TO ORDINANCE NO. 955



BEGIN AT THE SOUTHWEST CORNER OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA; THENCE NORTH 01 DEGREE 03 MINUTES 41 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 24 FOR 2638.79 FEET TO THE WEST QUARTER CORNER; THENCE NORTH 00 DEGREES 59 MINUTES 28 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 24 FOR 1317.70 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE SOUTH 89 DEGREES 56 MINUTES 58 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SAID SECTION 24 FOR 1270.88 FEET; THENCE SOUTH 00 DEGREES 38 MINUTES 19 SECONDS WEST FOR 962.32 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 04 SECONDS EAST FOR 1954.43 FEET TO THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 2297; THENCE SOUTH 30 DEGREES 25 MINUTES 51 SECONDS EAST ALONG THE WEST RIGHT-OF-WAY LINE FOR 32.28 FEET TO THE PC OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 3769.83 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 1085.47 FEET, SAID ARC HAVING A CHORD OF 1081.72 FEET BEARING SOUTH 22 DEGREES 10 MINUTES 58 SECONDS EAST TO THE PT OF SAID CURVE; THENCE SOUTH 13 DEGREES 56 MINUTES 00 SECONDS EAST ALONG SAID WEST RIGHT-OF-WAY LINE FOR 2025.18 FEET TO THE SOUTH LINE OF SAID SECTION 24; THENCE SOUTH 89 DEGREES 57 MINUTES 04 SECONDS WEST ALONG SAID SOUTH LINE FOR 4198.65 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTH HALF OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA; THENCE SOUTH 89 DEGREES 56 MINUTES 58 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTH HALF OF THE NORTH HALF FOR 1089.74 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEGREES 56 MINUTES 58 SECONDS EAST ALONG SAID SOUTH LINE FOR 361.87 FEET; THENCE SOUTH 00 DEGREES 38 MINUTES 19 SECONDS WEST FOR 962.32 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 04 SECONDS WEST FOR 361.89 FEET; THENCE NORTH 00 DEGREES 38 MINUTES 19 SECONDS EAST FOR 963.79 FEET TO THE POINT BEGINNING.

ALSO LESS AND EXCEPT FROM PARCEL 2 ABOVE, THAT CERTAIN PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND ST. JOE PAPER COMPANY CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 4 SOUTH RANGE 13 WEST, BAY COUNTY, FLORIDA AND RUN THENCE NORTH 89 DEGREES 27 MINUTES 38 SECONDS WEST, ALONG THE SOUTH BOUNDARY LINE OF SAID SECTION 24, FOR A DISTANCE OF 1081.51 FEET TO A FOUND CONCRETE MONUMENT NO. 2372 ON THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 2297, THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE CONTINUE NORTH 89 DEGREES 28 MINUTES 00 SECONDS WEST, ALONG SAID SOUTH BOUNDARY LINE, FOR A DISTANCE OF 311.55 FEET; THENCE LEAVING SAID SOUTH BOUNDARY LINE RUN NORTH 00 DEGREES 32 MINUTES 00 SECONDS EAST, FOR A DISTANCE OF 20.00 FEET TO THE POINT BEGINNING; THENCE CONTINUE NORTH 00 DEGREES 32 MINUTES 00 SECONDS EAST, FOR A DISTANCE OF 40.00 FEET; THENCE SOUTH 89 DEGREES 28 MINUTES 00 SECONDS EAST, FOR A DISTANCE OF 40.00 FEET; THENCE SOUTH 00 DEGREES 32 MINUTES 00 SECONDS WEST, FOR A DISTANCE OF 40.00 FEET; THENCE NORTH 89 DEGREES 28 MINUTES 00 SECONDS WEST, FOR A DISTANCE OF 40.00 FEET TO THE POINT BEGINNING.

EXHIBIT A
ORDINANCE NO. 955

**CITY OF CALLAWAY
PLANNING DEPARTMENT
STAFF SUMMARY**

**PETITION FOR VOLUNTARY ANNEXATION –
BY U.S. METROPOLITAN LAND DEVELOPMENT, LLC FOR THE PROPERTY
KNOWN AS “PRIMROSE BAY” LOCATED NEAR HIGHWAY 2297**

Date: March 10, 2015

Applicant: U.S. Metropolitan Land Development, LLC
(Authorized Agent Name – George Z. Wang)

Location of Subject Property: Highway 2297, Panama City, FL 32404
(Parcel No. 07396-005-000)

Background:

On behalf of the U.S. Metropolitan Land Development, LLC (“owner/developer”), Mr. George Z. Wang has petitioned the City of Callaway to annex the property located near Highway 2297 in the unincorporated area of Bay County and lying contiguous to the City of Callaway, Florida. A copy of the petition is attached as “Exhibit A”. The property is approximately 284 acres (+/-) and lies contiguous with the City’s eastern boundary and adjacent to Sandy Creek Ranch and CR 2297. The property is shown in the vicinity map attached hereto as “Exhibit B”.

As a prerequisite to annexation, Florida Statutes require the property to be located in an area where the City plans to extend urban services, including the extension of municipal water and sewer services (s. 171.042, F.S.). The property to be annexed is located within the Urban Service Area established by the City for this purpose. Chapter 171, F.S. also requires that the area to be annexed shall be contiguous to the City’s boundary and reasonably compact.

Findings:

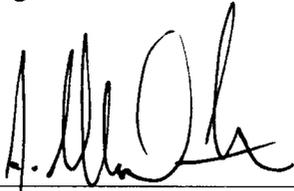
The Callaway Planning Department has analyzed the proposed annexation in accordance with Florida statutory requirements, and applicable rules and regulations of the City. The annexation meets the general standards stated in s. 171.043, F.S. and outlined below:

- (1) The area to be annexed is presently contiguous to the Callaway’s boundaries and reasonably compact, and no part of the area is included in another incorporated municipality.
- (2) Part of the area to be annexed will be developed for urban purposes as defined by Chp. 171.

Future growth and development of the annexed area will be managed through the implementation in the City's Comprehensive Plan and Land Development Regulations of the City of Callaway.

Staff Recommendation:

Staff recommends that the Board approve the petition submitted by U.S. Metropolitan Land Development, LLC annexing the parcel of land consisting of 284 acres (+/-) and lying contiguous with the boundary of the City.



J. Michael Fuller, AICP
City Manager

Enclosures: Exhibit A – Petition for Voluntary Annexation
Exhibit B – Vicinity Map

Notes:

See Florida Statutes annexation procedures under s. 171.0413; annexation criteria in s. 171.043; 171.043 Character of the area to be annexed; City of Callaway Land Development Regulations, s. 15.610; and Callaway Comprehensive Plan, 2009.

EXHIBIT A



6603 East Highway 22
Callaway, Florida 32404
(850)871-4672 - Telephone
(850)871-2404 - Fax
www.cityofcallaway.com

PETITION FOR VOLUNTARY ANNEXATION

Comes now US METROPOLITAN LAND DEV. LLC, the owner(s) of the real property located in an unincorporated area of Bay County that is contiguous to the City of Callaway in Bay County, Florida, and in petitioning say:

1. Petitioners are the sole owner(s) of the following described real property whose address of the location is: HWY 2297, PANAMA CITY 32404
(PID 07396-005-000)
2. That said real property lies in an unincorporated area of Bay County which is contiguous to the City of Callaway in Bay County, Florida, and said real property meets the standards of Section 171.042, Florida Statutes.
3. Petitioners desire that said described real property be annexed to the City of Callaway, in Bay County, Florida.

WHEREFORE, Petitioners pray that said City annex the above described property as soon as same can be accomplished in accordance with law.

Signed in the presence of:

George Z Wang Owner, General Manager
Owner US Metropolitan Land Development LLC.

Owner

STATE OF FLORIDA
COUNTY OF BAY
(People's Republic of China)
(Municipality of Shanghai)
Consulate General of the } SS:
United States of America)

Sworn to and subscribed before me this 7th day of Nov., 2014, by
George Z. Wang, who is personally known to me or who has produced
passport as identification and who did/did not take an oath.

Notary Public

Print Name:

My Commission Expires:

Stefan Whitney
Vice Consul of the
United States of America

American Consulate General
Shanghai China

To be submitted with Petition:

- a) 3 copies of the deed to the property.
- b) 3 copies of a survey of the property.
- c) A check for \$200. If the Petition for Annexation is submitted with a Rezoning Application, the fee is \$500 for both.

PARCEL 2:

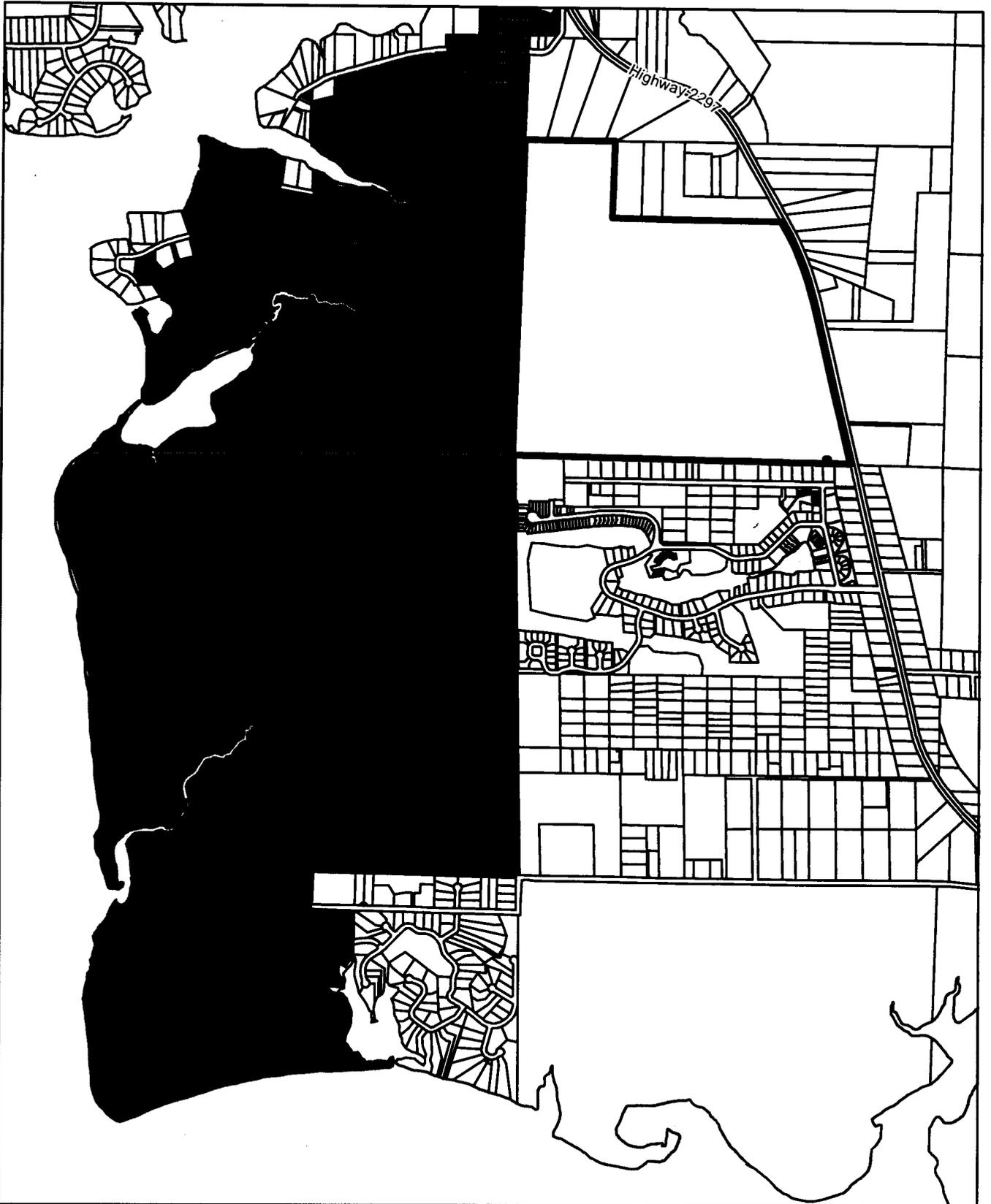
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LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTH HALF OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA; THENCE SOUTH 89 DEGREES 56 MINUTES 58 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTH HALF OF THE NORTH HALF FOR 1089.74 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEGREES 56 MINUTES 58 SECONDS EAST ALONG SAID SOUTH LINE FOR 361.87 FEET; THENCE SOUTH 00 DEGREES 38 MINUTES 19 SECONDS WEST FOR 962.32 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 04 SECONDS WEST FOR 361.89 FEET; THENCE NORTH 00 DEGREES 38 MINUTES 19 SECONDS EAST FOR 963.79 FEET TO THE POINT BEGINNING.

ALSO LESS AND EXCEPT FROM PARCEL 2 ABOVE, THAT CERTAIN PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND ST. JOE PAPER COMPANY CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 4 SOUTH RANGE 13 WEST, BAY COUNTY, FLORIDA AND RUN THENCE NORTH 89 DEGREES 27 MINUTES 38 SECONDS WEST, ALONG THE SOUTH BOUNDARY LINE OF SAID SECTION 24, FOR A DISTANCE OF 1081.51 FEET TO A FOUND CONCRETE MONUMENT NO. 2372 ON THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 2297, THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE CONTINUE NORTH 89 DEGREES 28 MINUTES 00 SECONDS WEST, ALONG SAID SOUTH BOUNDARY LINE, FOR A DISTANCE OF 311.55 FEET; THENCE LEAVING SAID SOUTH BOUNDARY LINE RUN NORTH 00 DEGREES 32 MINUTES 00 SECONDS EAST, FOR A DISTANCE OF 20.00 FEET TO THE POINT BEGINNING; THENCE CONTINUE NORTH 00 DEGREES 32 MINUTES 00 SECONDS EAST, FOR A DISTANCE OF 40.00 FEET; THENCE SOUTH 89 DEGREES 28 MINUTES 00 SECONDS EAST, FOR A DISTANCE OF 40.00 FEET; THENCE SOUTH 00 DEGREES 32 MINUTES 00 SECONDS WEST, FOR A DISTANCE OF 40.00 FEET; THENCE NORTH 89 DEGREES 28 MINUTES 00 SECONDS WEST, FOR A DISTANCE OF 40.00 FEET TO THE POINT BEGINNING.



Proposed Annexation

-  Proposed Annexation Approx 284 Acres
-  Callaway City Limits



PLANNING BOARD RECOMMENDATION

Recommendation on the Petition for Voluntary Annexation by U.S. Metropolitan Land Development, LLC for property near Hwy 2297, Panama City, FL 32404 (parcel No. 07396-005-000)

Date: February 17, 2015

Planning Board Recommendation:

The Planning Board hereby recommends a transmittal of **approval** to the City Commission on the Petition for Voluntary Annexation by U.S. Metropolitan Land Development, LLC for property near Hwy 2297, Panama City, FL 32404 (parcel No. 07396-005-000)

Contingencies: _____



Chairman

**City of Callaway Board of Commissioners
Agenda Item Summary**

March 10, 2015

Ordinance No. 956, First Reading – Large Scale Plan Amendment - Primrose Bay

<p>1. PLACED ON AGENDA BY: J. Michael Fuller, City Manager</p>	<p>2. AGENDA:</p> <p>PRESENTATION <input type="checkbox"/></p> <p>PUBLIC HEARING <input type="checkbox"/></p> <p>CONSENT <input type="checkbox"/></p> <p>OLD BUSINESS <input type="checkbox"/></p> <p>REGULAR <input checked="" type="checkbox"/></p>
---	--

3. IS THIS ITEM BUDGETED (IF APPLICABLE)?: Yes No
N/A

4. BACKGROUND: (WHY, WHAT, WHO, WHERE, WHEN, HOW, & IDENTIFY ALL ATTACHMENTS)

Ord. No. 956 proposes to amend the Future Land Use Map changing approx. 1085.068 acres from Bay County Conservation – Habitation to Callaway Residential – Conservation/Habitation. Please reference the attached staff summary/analysis. There will be no increased development impacts as a result of this Large Scale Comprehensive Plan Amendment (LSPA). This is the first reading and transmittal hearing of the proposed amendment. The Planning Board unanimously approved the proposed LSPA.

ATTACHMENT:

- Proposed Ordinance No. 956
- Planning Department Staff Summary
- LSPA Application
- Vicinity Map
- Planning Board Recommendation

5. REQUESTED MOTION/ACTION:
Staff recommends the Commission approve the First Reading of Ordinance No. 956 and authorize the transmittal of the proposed comprehensive plan amendment to the state LAN Planning Agency.

ORDINANCE NO. 956

AN ORDINANCE AMENDING ORDINANCE 664, KNOWN AS "THE CITY OF CALLAWAY COMPREHENSIVE GROWTH DEVELOPMENT PLAN"; ACTING UPON THE APPLICATION OF US METROPOLITAN LAND DEVELOPMENT, LLC, FOR REVISIONS TO THE FUTURE LAND USE MAP; DESIGNATING FOR RESIDENTIAL / CONSERVATION-HABITATION CERTAIN PARCELS LYING WITHIN THE CITY OF CALLAWAY, FLORIDA, CONSISTING OF APPROXIMATELY 1085.068 ACRES; SAID PARCELS LOCATED IN THE SOUTHEASTERN PORTION OF THE CITY, SOUTH OF POSTON ROAD, NORTH OF HOUSER ROAD, AND WEST OF HIGHWAY 2297; MORE SPECIFICALLY SOUTH OF THE EAST BAY DEVELOPMENT AND NORTH AND WEST OF THE SANDY CREEK DEVELOPMENT; AS MORE PARTICULARLY DESCRIBED IN THE BODY OF THE ORDINANCE; AMENDING THE CITY'S FUTURE LAND USE MAP FOR RESIDENTIAL / CONSERVATION-HABITATION DESIGNATION FOR THE PARCEL; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AS PROVIDED BY LAW.

WHEREAS, the City of Callaway Commission approved Ordinance No. 664 ("The City of Callaway Comprehensive Growth Development Plan") on August 24, 2004; and

WHEREAS, the City Commission desires to amend the Future Land Use Map (the "FLUM") contained within the City of Callaway Comprehensive Growth Development Plan to make a land use designation for certain parcels of land voluntarily annexed into the City; and

WHEREAS, the owner of the voluntarily annexed parcels, US Metropolitan Land Development, LLC (the "Applicant"), has requested that the parcels be designated Residential / Conservation-Habitation; and

WHEREAS, the City of Callaway Planning Board reviewed the land use change

request, conducted a public hearing on February 17, 2015, and recommended approval of the foregoing designations [which have in some respects been modified in response to Objections, Recommendations and Comments received from the Florida Department of Community Affairs on _____ (“ORC”)]; and

WHEREAS, the applicant and the City have agreed that the parcels should be designated as residential / conservation-habitation; and

WHEREAS, the City Commission conducted public hearings and two separate readings of the Applicant’s request; and

WHEREAS, on March 10, 2015, the City Commission conducted a properly noticed transmittal hearing as required by Section 163.3184, Florida Statutes, and on _____ transmitted the proposed designations to the Florida Department of Community Affairs; and

WHEREAS, on _____, the Department of Community Affairs issued its Objections, Recommendations and Comments (“ORC”) on the proposed designations; and

WHEREAS, on _____, the City Commission conducted a properly noticed adoption hearing as required by Section 163.3184(7), Florida Statutes, and adopted this Ordinance in the course of that hearing;

WHEREAS, all conditions required for the enactment of this Ordinance to amend the City of Callaway Comprehensive Growth Development Plan to make the respective FLUM designations for the subject parcels have been met;

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

CALLAWAY, FLORIDA:

SECTION 1. The following described parcels of real property situated within the municipal limits of the City of Callaway, Florida, are designated for Residential / Conservation-Habitation land use under the City's Comprehensive Plan, to-wit,

SEE ATTACHED AND INCORPORATED EXHIBITS "A" AND "B"

and the City's Future Land Use Map is amended accordingly.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

SECTION 4. This ordinance shall take effect as provided by law.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Commission of the City of Callaway, Florida, this ____ of _____, 2015.

Thomas W. Abbott, Mayor

ATTEST:

Sandra B. Hirth, City Clerk

First Reading: _____

Second Reading: _____

PUBLISHED in the Panama City News-Herald on the ____ day of _____, 2015 and the ____ of _____, 2015.

PARCEL 1:

THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA.

ALSO: THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA, LESS AND EXCEPT THE RIGHT-OF-WAY OF PRIMROSE LANE, ALSO LESS AND EXCEPT THE RIGHT OF WAY OF PRIMROSE STREET.

ALSO: SECTION 26, TOWNSHIP 4 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA. LESS AND EXCEPT THE SOUTH 33 FEET OF THE EAST 33 FEET OF SAID SECTION 26.

AND ALSO: SECTION 27, TOWNSHIP 4 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA.

LESS AND EXCEPT THAT PORTION OF THE WEST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA NORTH OF POSTON ROAD.

LESS AND EXCEPT ANY PORTION OF THE ABOVE DESCRIBED PROPERTY THAT CONSTITUTES SOVEREIGNTY LANDS.

ALSO LESS AND EXCEPT FROM PARCEL 1 ABOVE, THAT CERTAIN PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF SECTIONS 14 AND 23, TOWNSHIP 4 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA, FURTHER DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 13 WEST, IN BAY COUNTY, FLORIDA; THENCE SOUTH 02 DEGREES 26 MINUTES 22 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 23 FOR A DISTANCE OF 2113.56 FEET; THENCE NORTH 89 DEGREES 11 MINUTES 19 SECONDS WEST FOR A DISTANCE OF 1339.35 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23; THENCE ALONG SAID WEST LINE NORTH 02 DEGREES 10 MINUTES 32 SECONDS EAST FOR A DISTANCE OF 1849.01 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTH AND ON THE SOUTHERLY RIGHT-OF-WAY OF POSTON PARKWAY, A COUNTY MAINTAINED ROADWAY WITH A 66 FOOT RIGHT-OF-WAY AS RECORDED IN DEED BOOK 240, PAGE 179 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, HAVING A RADIUS OF 2842.38 FEET AND A DELTA ANGLE OF 11 DEGREES 55 MINUTES 49 SECONDS WITH A CHORD BEARING OF NORTH 86 DEGREES 19 MINUTES 50 SECONDS EAST AND A CHORD DISTANCE OF 590.77 FEET; THENCE PROCEED ALONG SAID CURVE A DISTANCE OF 591.84 FEET TO A POINT OF TANGENCY; THENCE SOUTH 87 DEGREES 40 MINUTES 55 SECONDS EAST FOR A DISTANCE OF 48.33 FEET; THENCE NORTH 02 DEGREES 00 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 213.16 FEET TO THE SOUTH LINE OF SECTION 14; THENCE SOUTH 89 DEGREES 41 MINUTES 16 SECONDS EAST ALONG SAID SECTION LINE A DISTANCE OF 38.97 FEET; THENCE DEPARTING THE NORTH LINE OF SECTION 14, NORTH 02 DEGREES 10 MINUTES 42 SECONDS EAST FOR A DISTANCE OF 410.10 FEET TO A POINT ON THE APPROXIMATE MEAN HIGH WATER LINE OF COOK BAYOU; THENCE SOUTHEASTERLY ALONG THE MEAN HIGH WATER LINE APPROXIMATELY 675 FEET TO A POINT BEARING NORTH 02 DEGREES 00 MINUTES 20 SECONDS EAST ALONG THE EAST LINE OF SECTION 14, AND 329.27 FEET FROM THE SOUTHEAST CORNER OF CORNER SECTION 14; THENCE SOUTH 02 DEGREES 00 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 329.27 FEET TO THE POINT OF BEGINNING.

EXHIBIT A
ORDINANCE NO. 956

PARCEL 2:

BEGIN AT THE SOUTHWEST CORNER OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA; THENCE NORTH 01 DEGREE 03 MINUTES 41 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 24 FOR 2638.79 FEET TO THE WEST QUARTER CORNER; THENCE NORTH 00 DEGREES 59 MINUTES 28 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 24 FOR 1317.70 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE SOUTH 89 DEGREES 56 MINUTES 58 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SAID SECTION 24 FOR 1270.88 FEET; THENCE SOUTH 00 DEGREES 38 MINUTES 19 SECONDS WEST FOR 962.32 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 04 SECONDS EAST FOR 1954.43 FEET TO THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 2297; THENCE SOUTH 30 DEGREES 25 MINUTES 51 SECONDS EAST ALONG THE WEST RIGHT-OF-WAY LINE FOR 32.28 FEET TO THE PC OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 3769.83 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 1085.47 FEET, SAID ARC HAVING A CHORD OF 1081.72 FEET BEARING SOUTH 22 DEGREES 10 MINUTES 58 SECONDS EAST TO THE PT OF SAID CURVE; THENCE SOUTH 13 DEGREES 56 MINUTES 00 SECONDS EAST ALONG SAID WEST RIGHT-OF-WAY LINE FOR 2025.18 FEET TO THE SOUTH LINE OF SAID SECTION 24; THENCE SOUTH 89 DEGREES 57 MINUTES 04 SECONDS WEST ALONG SAID SOUTH LINE FOR 4198.65 FEET TO THE POINT OF BEGINNING.

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**CITY OF CALLAWAY
PLANNING DEPARTMENT
STAFF SUMMARY**

**APPLICATION FOR LARGE SCALE COMPREHENSIVE PLAN AMENDMENT –
REQUEST TO CHANGE THE FUTURE LAND USE MAP FOR THE PROPERTY
KNOWN AS “PRIMROSE BAY” LOCATED NEAR HIGHWAY 2297**

Date: March 10, 2015

Applicant: U.S. Metropolitan Land Development, LLC
(Authorized Agent Name – George Z. Wang)

Location of Subject Property: Highway 2297, Callaway, FL 32404
(Parcel 1: 07401-000-000, 07400-900-000, 07390-010-000; and Parcel 2: 07396-005-000)

Current Future Land Use: Bay County Conservation-Habitation

Proposed Future Land Use: Callaway Residential-Conservation/Habitation

Adjacent Future Land Uses: North – Low Density Residential
South – Bay County Residential
East – Low Density Residential
West – n/a (water body named East Bay)

Background:

On behalf of the U.S. Metropolitan Land Development, LLC (“owner/developer”), Mr. George Z. Wang has submitted a proposed Large Scale Comprehensive Plan Amendment to change the Future Land Use Map for the property commonly known as “Primrose Bay” (“property/development”). Specifically, the owner is requesting to change the Future Land Use of the property located near Highway 2297 and Poston Road (see attached location map). The property currently has a Future Land Use designation of Bay County Conservation/Habitation. Much of the property was annexed by the City of Callaway in 2004, but not provided a “City” Future Land Use designation. In regards to the land use, Section 171.062(2) of the Florida Statutes states the following:

(2)If the area annexed was subject to a county land use plan and county zoning or subdivision regulations, these regulations remain in full force and effect until the municipality adopts a comprehensive plan amendment that includes the annexed area.

Therefore, the entire property retains the Bay County designation of Conservation Habitation until the Large Scale Comprehensive Plan Amendment is adopted by the City of Callaway.

Upon adoption, the plan amendment will give the subject property a Residential-Conservation/Habitation Future Land Use. There are no textual changes proposed to the Comprehensive Plan.

As the Local Planning Agency (LPA) the Planning Board considered the request at the public hearing on February 17, 2015 and recommended approval. A copy of the Planning Board recommendation is attached.

Findings:

The subject property known as “Primrose Bay” is approximately 1,085 acres (+/-) and consists of two (2) parcels; Parcel 1 is 801 acres (+/-) and Parcel 2 is 284 acres (+/-). The 801 acres in Parcel 1 was annexed by the City in 2004 and the 284 acres will be annexed by the City prior to adoption of this plan amendment. The plan amendment proposed to change the Future Land Use of the property to Residential-Conservation Habitation. According to the Callaway Comprehensive Plan, development density and intensity in this type of land use is limited to the following:

POLICY 1.2: Land Development Regulations adopted to implement this Comprehensive Plan shall be based on and be consistent with the following standards for residential densities and intensities as indicated below:

- (1) Residential-Conservation/Habitation Density: no more than 2 units per gross acre; Intensity: no more than 50% impervious coverage.*

The total number of dwelling units allowed for the property is 2,170 or 2 dwelling units per acre. The allowable density remains to the same as under the Bay County designation. There will be no additional development impacts as a result of the proposed plan amendment. The Planning Department has given consideration to the capacity and demand on future facilities and services to the subject property. Municipal services will include potable water, sanitary sewer, solid waste, drainage, transportation, schools, and recreations. No facility impact analysis is required or will be provided with the plan amendment because there is no change in development density and intensity for the property.

The Planning Department has reviewed the proposed plan amendment for consistency with the goals, objectives, and policies of the City’s Comprehensive Plan. The proposed plan amendment was found to be consistent with the pertinent elements of the Comprehensive Plan. For further justification, please reference the objectives and policies of the Future Land Use Element and other pertinent elements:

Future Land Use Element:

OBJECTIVE 8: Future development will be directed into urban service areas shown on the Service Area Exhibit to discourage the proliferation of urban sprawl.

POLICY 8.1: The City shall maintain land use districts and densities as appropriate to promote in-fill of vacant areas.

POLICY 8.2: New development shall be permitted only when central water and sewer systems are available or will be provided concurrent with the impacts of development, and existing development shall be required to connect to central water and central sewer systems when such services are available. Septic tank systems are allowable only in areas with favorable soil conditions and where City water and sewer services are unavailable.

The property is located within the City's urban service area and will receive City potable water and sanitary sewer services. Currently, there is sufficient water and sewer capacity for the property. Septic tanks are not permitted because of the availability of city water/sewer service.

OBJECTIVE 9: Future development and redevelopment activities shall be directed in appropriate areas consistent with sound planning principals, minimal natural limitations and the desired community character.

POLICY 9.1: Innovative land use development patterns, including plan unit developments (PUD) and cluster zoning shall be permitted and encouraged.

POLICY 9.2: Development of larger tracts of land may be planned as neighborhoods which may include non-residential uses such as schools, recreation, public facilities and neighborhood commercial uses.

POLICY 9.3: Neighborhood commercial uses may be permitted within areas designated for residential development provided these activities are compatible with the adjacent land uses and adequately buffered.

It is intended that Primrose Bay be developed as master planned community that will apply conservation techniques to the design and development standards. Development will be clustered away from environmentally sensitive lands.

Transportation Element:

OBJECTIVE 3: Traffic circulation and planning will be coordinated with the future land uses shown on the Future Land Use Map, DOT's five-year transportation plan, and plans of adjoining jurisdictions.

POLICY 3.1: The City shall review the traffic circulation plans of adjacent incorporated and unincorporated areas for compatibility with this Plan.

POLICY 3.2: The review of development orders for projects connecting to the State road system shall be reviewed for compatibility with DOT's five-year transportation plan.

POLICY 3.3: When appropriate, the City will control land use to meet level of service standards adopted as part of this Plan.

A traffic analysis was not conducted because there are no additional impacts as a result of the proposed amendment. Current transportation projects include replacement of the bridge at Cook Bayou, north of the subject property. Prior to issuance of a development order, the surrounding transportation and road network will be studied further.

Conservation Element:

OBJECTIVE 7: Callaway will protect and conserve wetlands, seagrasses and shorelines and ensure that there will be no net losses of wetlands and seagrass areas as they existed on January

1, 1990, or adequate mitigation is provided in accordance with federal, state and local laws and procedures.

POLICY 7.1: Wetlands and seagrass areas within the City shall be deemed environmentally sensitive in recognition of their many natural functions and values, and shall be protected from incompatible land uses. The City shall afford protection to all these resources regardless of size.

Development of the property will be clustered towards uplands and directed away from environmentally sensitive areas.

Coastal Management Element:

OBJECTIVE 1.6: Adopt criteria for the permitting of shoreline land uses.

POLICY 1.6.1: Priority for siting of shoreline land uses shall be as follows:

- (1) Water-dependent Commercial;
- (2) Residential;
- (3) Water-related Commercial/Industrial;
- (4) Recreation/Conservation

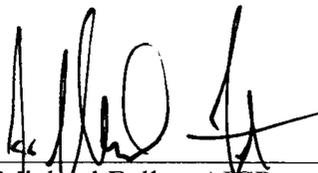
POLICY 1.6.2: Water-dependent commercial/industrial uses shall be prioritized as follows:

- (1) Public use marinas;
- (2) Water dependent utilities;
- (3) Water dependent industries and associated docking facilities;
- (4) Docks for water dependent industry.

The property will be developed as a master planned community with a mixture of uses including conservation uses and water dependent uses. Primrose Bay seeks to integrate shoreline and wetland resources design concepts to promote public use and minimize impacts to these sensitive areas.

Staff Recommendation:

Staff recommends that the Commission approve the proposed Large Scale Plan Amendment changing the future land use designation of the property located near Hwy 2297 and commonly referred to as "Primrose Bay".



J. Michael Fuller, AICP
City Manager

Notes:

Section 163.3184(3), Florida Statutes; Callaway Comprehensive Plan, 2009



Planning Department
6601 E. Hwy. 22
Callaway, FL 32404
(850) 871-6000
(850) 871-2444

Amanda Richard
Director of Planning

Michael Fuller
City Planner

Large Scale Comprehensive Plan Amendment
Large Scale (over 10 acres) \$2,045.00
(plus hourly Attorney and Engineering Fees reimbursed as billed)

A. Application Information: (Application to be completed by property owner or authorized agent only.)

- 1. Owner's Name: US METROPOLITAN LAND DEV. LLC
- 2. Mailing Address: PO BOX 250, EDGEWATER, NJ 07020
- 3. Telephone/Fax: TEL1: (917) 207-7573, TEL2: (516) 858-3703
- 4. Authorized Agent Name: GEORGE Z. WANG
- 5. Mailing Address: _____
- 6. Telephone/Fax: _____

If applicant does not own the property, give name, address, and telephone number of Owner. (Must attach a notarized statement of consent from the owner.) Attach a legal description including a survey if available. Attach a copy of the deed or other instrument documenting legal interest.

B. Requested Amendment

- 1. Current Future Land Use Map (FLUM) - BAY CO. CONSERVATION-HABITATION
- 2. Requested FLUM designation(s) - RESIDENTIAL-CONSERVATION/HABITATION
- 3. Justification - Explain circumstances that give rise to the need for the amendment.
*SEE ATTACHED

- 4. List of objectives and policies of the Future Land Use Element and other affected elements with which the proposed amendment is compatible.
SEE REGULATING DOCUMENTS

C. Property Information

- 1. Address of site for which amendment is requested:
HWY 2297, PANAMA CITY, FL 32404
- 2. Tax ID: 07396-005-000
- 3. Acreage of property: 282.00 AC
- 4. Analysis of the character of any vacant lands in order to determine suitability for use, including: *SEE ATTACHED
 Soils
 Topography, including flood prone areas

- () Natural Resources
- () Historic Resources

NOTE: Information can be downloaded from GIS

Hurricane evacuation based on the proposed amendment, considering the number of persons requiring evacuation, availability of hurricane shelter spaces, and evacuation routes and times.

5. **Whether the site contains habitat for species listed by federal, state or local agencies endangered, threatened or species of special concern. *SEE ATTACHED**
 - () If yes, identify the species and show the habitat location on a map.
6. **Provide the most recent aerial photograph (minimum of ¼ mile radius) available from the Property Appraisers Office. The information required by the following (a-f) should be shown on the aerial photo.**
 - a) Location in relation to surrounding physical features such as Streets, railroads, water bodies, etc. Names of all adjacent streets and other physical features must be shown.
 - b) North direction arrow.
 - c) Township, Range and Section.
 - d) Existing land uses of the site and all adjacent properties, and Future Land Use designation.
 - e) Dimensions of the site (length, width, etc.) in linear feet.
 - f) Size of the site in square feet or acres.

D. Facility Capacity Analysis *SEE ATTACHED

Applicant must provide information as to the impact on infrastructure proposed Future Land Use Map change will have on public facilities.

1. **Potable Water Source:**

Source: _____

Capacity in system: _____

Projected demand/impact in five (5) years: _____

Capacity available: Yes ___ No ___

2. **Sewage Disposal Source:**

Capacity in system: _____

Projected demand in five (5) years: _____

Capacity available: Yes ___ No ___

3. **Solid Waste:**

Capacity in system: _____

Projected demand in five (5) years: _____

Capacity available: Yes ___ No ___

4. **Transportation:**

a) **Roadways serving the site (indicate laneage, functional classification and right-of-way), current level of service (LOS), and LOS standard.**

b) **Projected LOS (indicate year) under existing designation**

c) **Projected LOS (indicate year) under proposed designation (calculate anticipated number of trips and distribution on roadway network, and identify resulting changes to the projected LOS).**

d) **Improvements/expansions (including right-of-way acquisition) already programmed or needed as a result of the proposed amendment.**

e) **Evaluation consistency with the adopted MPO plan and FDOT's 5-Year Transportation Plan.**

f) **Traffic Circulation Element amendment submitted in conjunction with Future Land Use Map amendment, if required. Yes___ No___.**

g) **Capital Improvements Element amendment submitted in conjunction with Future Land Use Map amendment, if required. Yes___ No___.**

E. Tax Role Information:

Parcel ID Number: 07396-005-000

Existing Tax Classification: NON-AGRICULTURAL

Proposed Tax Classification: NON-AGRICULTURAL

F. Certification and Authorization

By my signature hereto, I do hereby certify that the information contained in this application is true and correct, and understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application.

I do hereby authorize City of Callaway staff to enter upon my property at any reasonable time for purposes of site inspection.

I do hereby authorize the placement of a public notice sign on my property at locations to be determined by City staff.

George Z Wang

Applicant's Name (please print)



Applicant's Signature

U.S Metropolitan Land Development LLC.

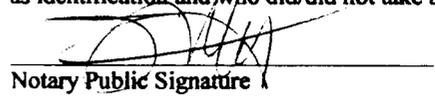
Company Name

This application must be notarized.

State of Florida
County of Bay

People's Republic of China)
Municipality of Shanghai)
Consulate General of the) SS:
United States of America)

Signed and sealed before me this 7th day of Nov. 2014
By George Z. Wang, who is personally known to me or has
produced passport
as identification and who did/did not take an oath.



Notary Public Signature

Stefan Whitney
Vice Consul of the
United States of America

Printed Name

My commission expires: _____

Planning Department Use Only

**American Consulate General
Shanghai China**

Amendment number: _____

Ordinance Number: _____

Date received: _____

Date complete: _____

Public notice sign: _____

Newspaper ad: _____

City Commission hearing date: _____

Approved: _____ Denied: _____

Conditions of approval:

Date effective: _____

PARCEL 1:

THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA.

ALSO: THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA, LESS AND EXCEPT THE RIGHT-OF-WAY OF PRIMROSE LANE, ALSO LESS AND EXCEPT THE RIGHT OF WAY OF PRIMROSE STREET.

ALSO: SECTION 26, TOWNSHIP 4 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA. LESS AND EXCEPT THE SOUTH 33 FEET OF THE EAST 33 FEET OF SAID SECTION 26.

AND ALSO: SECTION 27, TOWNSHIP 4 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA.

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ALSO LESS AND EXCEPT FROM PARCEL 2 ABOVE, THAT CERTAIN PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND ST. JOE PAPER COMPANY CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 4 SOUTH RANGE 13 WEST, BAY COUNTY, FLORIDA AND RUN THENCE NORTH 89 DEGREES 27 MINUTES 38 SECONDS WEST, ALONG THE SOUTH BOUNDARY LINE OF SAID SECTION 24, FOR A DISTANCE OF 1081.51 FEET TO A FOUND CONCRETE MONUMENT NO. 2372 ON THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 2297, THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE CONTINUE NORTH 89 DEGREES 28 MINUTES 00 SECONDS WEST, ALONG SAID SOUTH BOUNDARY LINE, FOR A DISTANCE OF 311.55 FEET; THENCE LEAVING SAID SOUTH BOUNDARY LINE RUN NORTH 00 DEGREES 32 MINUTES 00 SECONDS EAST, FOR A DISTANCE OF 20.00 FEET TO THE POINT BEGINNING; THENCE CONTINUE NORTH 00 DEGREES 32 MINUTES 00 SECONDS EAST, FOR A DISTANCE OF 40.00 FEET; THENCE SOUTH 89 DEGREES 28 MINUTES 00 SECONDS EAST, FOR A DISTANCE OF 40.00 FEET; THENCE SOUTH 00 DEGREES 32 MINUTES 00 SECONDS WEST, FOR A DISTANCE OF 40.00 FEET; THENCE NORTH 89 DEGREES 28 MINUTES 00 SECONDS WEST, FOR A DISTANCE OF 40.00 FEET TO THE POINT BEGINNING.

B.3. JUSTIFICATION: PARCEL 1 WAS ANNEXED INTO THE CITY IN 2004 BY ORDINANCE 704, BUT NO CITY FUTURE LAND USE (FLU) DESIGNATION WAS ADOPTED AND THE PROPERTY RETAINS THE BAY COUNTY FLU. WHILE DEVELOPMENT COULD LEGALLY OCCUR USING THE BAY COUNTY FLU, ADOPTION OF A CITY FLU DISTRICT IS APPROPRIATE FOR CONSISTENCY. PARCEL 2 CURRENTLY HAS THE SAME BAY COUNTY FLU, BUT WILL BE ANNEXED CONCURRENT WITH OR PRIOR TO PROCESSING OF THIS APPLICATION AND ADOPTION OF A CITY FLU DISTRICT FOR THIS PARCEL IS ALSO APPROPRIATE FOR CONSISTENCY.

C.4. AS THE REQUESTED FLU DISTRICT FOR THE CITY OF CALLAWAY WAS CREATED FOR CONSISTENCY WITH THE BAY COUNTY FLU DISTRICT AND THE DISTRICTS ARE EQUIVALENT, NO ANALYSIS OF THE CHARACTER OF THE LAND OR DETERMINATION OF SUITABILITY IS NECESSARY OR WILL BE PROVIDED.

C.5. NO KNOWN ENDANGERED, THREATENED, OR SPECIES OF SPECIAL CONCERN EXIST ON THE PROPERTY. DUE TO THE LAND USE CHANGE BEING ONE OF JURISDICTION FROM BAY COUNTY TO THE CITY OF CALLAWAY RATHER THAN ONE OF USE AS DESCRIBED IN C.4, NO ANALYSIS IS REQUIRED OR WILL BE PROVIDED. THE PROPERTY WILL RETAIN THE SAME REQUIREMENTS FOR COMPLIANCE WITH AVOIDANCE AND MINIMIZATION OF IMPACTS TO SUCH SPECIES UNDER THE NEW FLU AS THE EXISTING FLU.

D. AS THE REQUESTED CHANGE IS ONE OF JURISDICTION RATHER THAN USE, NO FACILITY IMPACT ANALYSIS IS REQUIRED OR WILL BE PROVIDED. THE EXISTING AND PROPOSED FLU DISTRICTS HAVE THE SAME REQUIREMENTS FOR DENSITY, INTENSITY AND ALLOWABLE USE AND THEREFORE, NO CHANGE IN THE IMPACT FOR THE PROPERTY WILL OCCUR AS A RESULT OF THE CHANGE IN FLU.

Primrose Bay

Property: 1,085± Acres off of CR 2297 South of Cooks Bayou. 801± Acres are within City of Callaway and remaining 284± acres are in County.

Action Requested: Annexation of 284 Acres, Land Use change for 1,085 Acres from BC land use to City land use (County and City LU are same), Zoning change of 1,085 Acres from BC previously designated Zoning of CSV (CSVH) on 801 Acres and CSVH zoning on 284 Acres to PD (PUD) Zoning. No development will be approved.

Background: Part of old East Bay development. 801 acres was annexed into City as part of East Bay, but remainder (284 acres) was never annexed. For the 801 acres in the City, no City future land use or zoning has been adopted. The 1,085 acres retains Bay County CSV land use. The 804 acres was annexed prior to County adopting zoning and remains undesignated. 284 acres is zoned CSVH.

Development: Development in the manner proposed as part of the PD zoning application could be completed under the current land use and zoning. By law, the City could approve development on the 801 acres of property using the County CSV land use and the applicable County zoning requirements in place at the time of adoption which essentially consist of using the land use as a zoning category. The remaining 284 acres could be developed through the County. However, such results in multi-jurisdictional development and creates problems for the City through utilization of County requirements. Additionally, such development would have limited compatibility with the City Comprehensive Plan and LDR. To facilitate development in a less complicated manner and to insure consistency of development with City requirements, it is preferred that all property be in the City and have an appropriate City Future Land Use designation and zoning. Approval of the requested actions will not result in any increase in the allowable level of development on the property, but would reduce the allowed level of development on the property and institute more stringent development requirements.

PD Sub-Districts

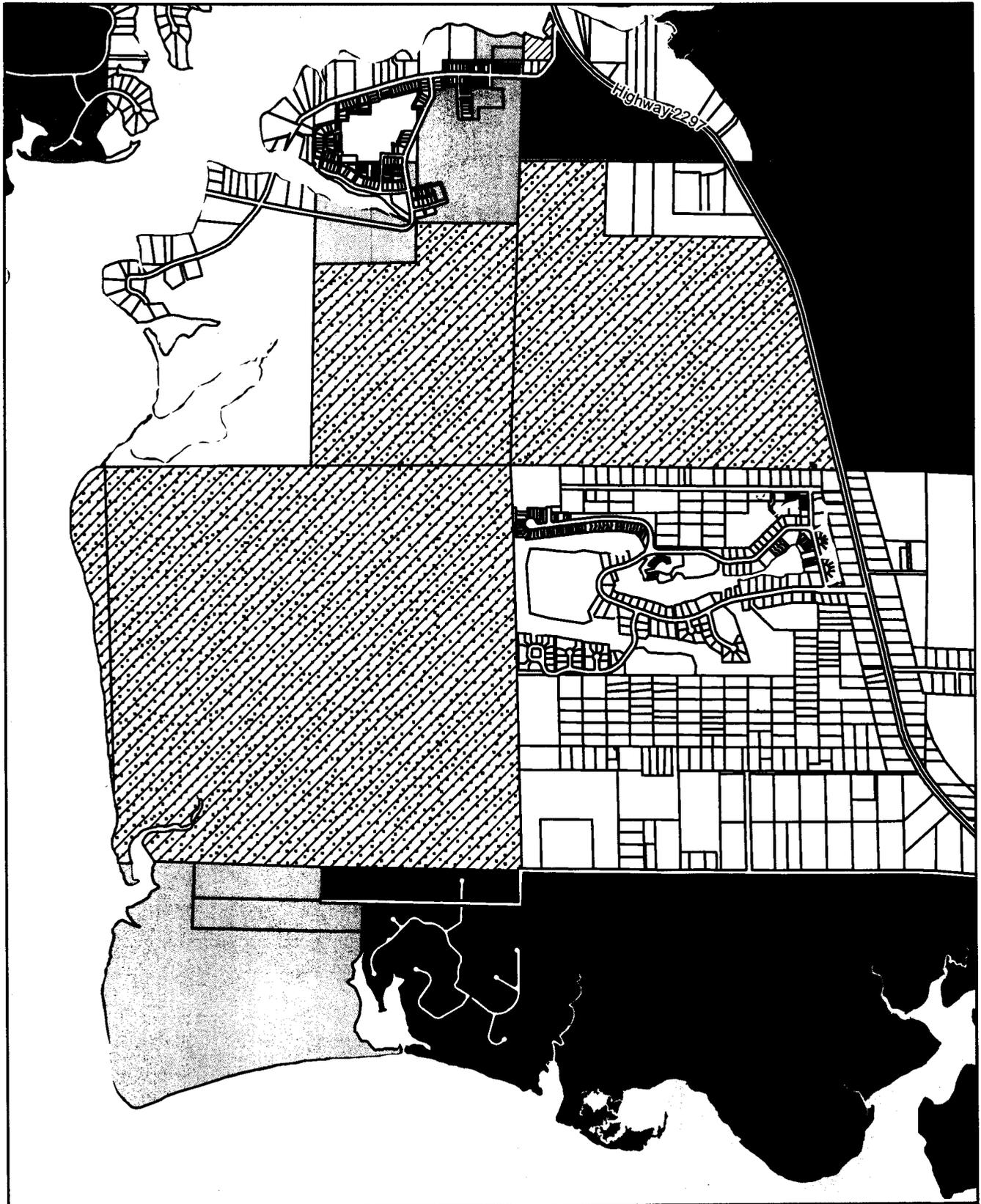
PD District	Commercial	Conservation	Recreational	Residential	Water Dependent	Total
Area± (Ac)	14	644	50	372	6	1,085
% of Total	1%	59%	5%	34%	1%	100%

Future Land Use

Description	Existing	Proposed
Future Land Use District	BC Conservation Habitation	Callaway Residential-Conservation/Habitation
Allowable Density (Max Theoretical)	2 DU/Acre (2,170 DU)	2 DU/Acre (2,170 DU)
Maximum Intensity	50% Impervious	50% Impervious
Maximum Height	50-Foot	N/A
Minimum Open Space	50% Natural or Landscaped	50% Non-Impervious
Allowable Uses	Residential and Non-Residential by PUD	Residential and Non-Residential by PUD

Zoning

Description	Existing	Proposed
Zoning District	BC CSVH	Callaway PD
Allowable Density (Max Theoretical)	2 DU/Acre (2,170 DU)	2 DU/Acre (2,170 DU)
Maximum Intensity	50% Impervious	50% Impervious
Maximum Theoretical Intensity	542.5 Ac including buildings, pavement, impervious	50,000 SF, 150 Room Hotel
Maximum Height	50-Foot	50-Foot
Minimum Open Space	50% Natural or Landscaped	59%± Conservation
Allowable Uses	Residential and Non-Residential by PUD	Residential and Non-Residential by PUD



Future Land Use Changed to:

City Residential - Conservation/Habitat

 Subject Area



PLANNING BOARD RECOMMENDATION

Recommendation on the Application for Large Scale Plan Amendment, U.S. Metropolitan Land Development, LLC, Highway 2297, Callaway, FL 32404, Parcel 1: 07401-000-000, 07400-900-000, 07390-010-000; and Parcel 2: 07396-005-000.

Date: February 17, 2015

Planning Board Recommendation:

The Planning Board hereby recommends a transmittal of **approval** to the City Commission on the Application for Large Scale Plan Amendment, U.S. Metropolitan Land Development, LLC, Highway 2297, Callaway, FL 32404, Parcel 1: 07401-000-000, 07400-900-000, 07390-010-000; and Parcel 2: 07396-005-000.

Contingencies: _____



Chairman

**City of Callaway Board of Commissioners
Agenda Item Summary**

March 10, 2015

Ordinance No. 957, First Reading – Planned Development Zoning – Primrose Bay

<p>1. PLACED ON AGENDA BY: J. Michael Fuller, City Manager</p>	<p>2. AGENDA:</p> <p>PRESENTATION <input type="checkbox"/></p> <p>PUBLIC HEARING <input type="checkbox"/></p> <p>CONSENT <input type="checkbox"/></p> <p>OLD BUSINESS <input type="checkbox"/></p> <p>REGULAR <input checked="" type="checkbox"/></p>
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3. IS THIS ITEM BUDGETED (IF APPLICABLE)?: Yes No
N/A

4. BACKGROUND: (WHY, WHAT, WHO, WHERE, WHEN, HOW, & IDENTIFY ALL ATTACHMENTS)

Ord. No. 957 proposes to adopt the Primrose Bay Planned Development Zoning for the 1085.068 acres owned by U.S. Metropolitan Development. Please reference the attached staff summary/analysis. The Planning Board unanimously recommended approval on the Planned Development.

ATTACHMENT:

- Proposed Ordinance No. 957
- Planning Department Staff Summary
- Vicinity Map
- Planned Development Zoning Document – Exhibit A
- Planning Board Recommendation

5. REQUESTED MOTION/ACTION:
Staff recommends the Commission approve the First Reading of Ordinance No. 957 and authorize final public hearing.

ORDINANCE NO. 957

AN ORDINANCE ZONING AS PLANNED DEVELOPMENT THOSE CERTAIN PARCELS OF LAND LYING WITHIN THE CITY OF CALLAWAY, FLORIDA, CONTAINING APPROXIMATELY 1085.068 ACRES; LOCATED IN THE SOUTHEASTERN PORTION OF THE CITY, SOUTH OF POSTON ROAD, NORTH OF HAUSER ROAD, AND WEST OF HIGHWAY 2297; MORE SPECIFICALLY SOUTH OF THE EAST BAY DEVELOPMENT AND NORTH AND WEST OF THE SANDY CREEK DEVELOPMENT; ALL AS MORE PARTICULARLY DESCRIBED IN THE BODY OF THE ORDINANCE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AS PROVIDED BY LAW.

WHEREAS, the City Commission desires to amend the zoning map of the City to designate land use districts for parcels of land voluntarily annexed into the City; and

WHEREAS, the owner of the voluntarily annexed parcels, US Metropolitan Land Development, LLC, has requested that said parcels, being more particularly described below, be zoned as shown below; and

WHEREAS, this ordinance changes only the zoning map designation of the real property described herein,

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF CALLAWAY, FLORIDA:

SECTION I. The following described parcels of real property situate within the municipal limits of the City of Callaway, Florida, are hereby zoned Planned Development ("PD"), to-wit,

SEE ATTACHED AND INCORPORATED EXHIBITS "A" AND "B"

And the City's zoning map is amended accordingly.

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

SECTION 3. This ordinance shall take effect immediately upon passage, and the land use changes herein shall take effect upon, and only upon, adoption by the City Commission of Ordinance No. 956 adopting a comprehensive plan amendment respecting the lands which are the subject of this ordinance, and that comprehensive plan amendment subsequently becoming effective as provided by law.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Commission of the City of Callaway, Florida, this ____ of _____, 2015.

Thomas W. Abbott, Mayor

ATTEST:

Sandra B. Hirth, City Clerk

First Reading: _____

Second Reading: _____

PUBLISHED in the Panama City News-Herald on the ____ day of _____, and the ____ day of _____ 2015.

PARCEL 1:

THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA.

ALSO: THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA, LESS AND EXCEPT THE RIGHT-OF-WAY OF PRIMROSE LANE, ALSO LESS AND EXCEPT THE RIGHT OF WAY OF PRIMROSE STREET.

ALSO: SECTION 26, TOWNSHIP 4 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA. LESS AND EXCEPT THE SOUTH 33 FEET OF THE EAST 33 FEET OF SAID SECTION 26.

AND ALSO: SECTION 27, TOWNSHIP 4 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA.

LESS AND EXCEPT THAT PORTION OF THE WEST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA NORTH OF POSTON ROAD.

LESS AND EXCEPT ANY PORTION OF THE ABOVE DESCRIBED PROPERTY THAT CONSTITUTES SOVEREIGNTY LANDS.

ALSO LESS AND EXCEPT FROM PARCEL 1 ABOVE, THAT CERTAIN PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF SECTIONS 14 AND 23, TOWNSHIP 4 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA, FURTHER DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 13 WEST, IN BAY COUNTY, FLORIDA; THENCE SOUTH 02 DEGREES 26 MINUTES 22 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 23 FOR A DISTANCE OF 2113.56 FEET; THENCE NORTH 89 DEGREES 11 MINUTES 19 SECONDS WEST FOR A DISTANCE OF 1339.35 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23; THENCE ALONG SAID WEST LINE NORTH 02 DEGREES 10 MINUTES 32 SECONDS EAST FOR A DISTANCE OF 1849.01 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTH AND ON THE SOUTHERLY RIGHT-OF-WAY OF POSTON PARKWAY, A COUNTY MAINTAINED ROADWAY WITH A 66 FOOT RIGHT-OF-WAY AS RECORDED IN DEED BOOK 240, PAGE 179 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, HAVING A RADIUS OF 2842.38 FEET AND A DELTA ANGLE OF 11 DEGREES 55 MINUTES 49 SECONDS WITH A CHORD BEARING OF NORTH 86 DEGREES 19 MINUTES 50 SECONDS EAST AND A CHORD DISTANCE OF 590.77 FEET; THENCE PROCEED ALONG SAID CURVE A DISTANCE OF 591.84 FEET TO A POINT OF TANGENCY; THENCE SOUTH 87 DEGREES 40 MINUTES 55 SECONDS EAST FOR A DISTANCE OF 48.33 FEET; THENCE NORTH 02 DEGREES 00 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 213.16 FEET TO THE SOUTH LINE OF SECTION 14; THENCE SOUTH 89 DEGREES 41 MINUTES 16 SECONDS EAST ALONG SAID SECTION LINE A DISTANCE OF 38.97 FEET; THENCE DEPARTING THE NORTH LINE OF SECTION 14, NORTH 02 DEGREES 10 MINUTES 42 SECONDS EAST FOR A DISTANCE OF 410.10 FEET TO A POINT ON THE APPROXIMATE MEAN HIGH WATER LINE OF COOK BAYOU; THENCE SOUTHEASTERLY ALONG THE MEAN HIGH WATER LINE APPROXIMATELY 675 FEET TO A POINT BEARING NORTH 02 DEGREES 00 MINUTES 20 SECONDS EAST ALONG THE EAST LINE OF SECTION 14, AND 329.27 FEET FROM THE SOUTHEAST CORNER OF CORNER SECTION 14; THENCE SOUTH 02 DEGREES 00 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 329.27 FEET TO THE POINT OF BEGINNING.

EXHIBIT A
ORDINANCE NO. 957

PARCEL 2:

BEGIN AT THE SOUTHWEST CORNER OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA; THENCE NORTH 01 DEGREE 03 MINUTES 41 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 24 FOR 2638.79 FEET TO THE WEST QUARTER CORNER; THENCE NORTH 00 DEGREES 59 MINUTES 28 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 24 FOR 1317.70 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE SOUTH 89 DEGREES 56 MINUTES 58 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SAID SECTION 24 FOR 1270.88 FEET; THENCE SOUTH 00 DEGREES 38 MINUTES 19 SECONDS WEST FOR 962.32 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 04 SECONDS EAST FOR 1954.43 FEET TO THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 2297; THENCE SOUTH 30 DEGREES 25 MINUTES 51 SECONDS EAST ALONG THE WEST RIGHT-OF-WAY LINE FOR 32.28 FEET TO THE PC OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 3769.83 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 1085.47 FEET, SAID ARC HAVING A CHORD OF 1081.72 FEET BEARING SOUTH 22 DEGREES 10 MINUTES 58 SECONDS EAST TO THE PT OF SAID CURVE; THENCE SOUTH 13 DEGREES 56 MINUTES 00 SECONDS EAST ALONG SAID WEST RIGHT-OF-WAY LINE FOR 2025.18 FEET TO THE SOUTH LINE OF SAID SECTION 24; THENCE SOUTH 89 DEGREES 57 MINUTES 04 SECONDS WEST ALONG SAID SOUTH LINE FOR 4198.65 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTH HALF OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA; THENCE SOUTH 89 DEGREES 56 MINUTES 58 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTH HALF OF THE NORTH HALF FOR 1089.74 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEGREES 56 MINUTES 58 SECONDS EAST ALONG SAID SOUTH LINE FOR 361.87 FEET; THENCE SOUTH 00 DEGREES 38 MINUTES 19 SECONDS WEST FOR 962.32 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 04 SECONDS WEST FOR 361.89 FEET; THENCE NORTH 00 DEGREES 38 MINUTES 19 SECONDS EAST FOR 963.79 FEET TO THE POINT BEGINNING.

ALSO LESS AND EXCEPT FROM PARCEL 2 ABOVE, THAT CERTAIN PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND ST. JOE PAPER COMPANY CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 4 SOUTH RANGE 13 WEST, BAY COUNTY, FLORIDA AND RUN THENCE NORTH 89 DEGREES 27 MINUTES 38 SECONDS WEST, ALONG THE SOUTH BOUNDARY LINE OF SAID SECTION 24, FOR A DISTANCE OF 1081.51 FEET TO A FOUND CONCRETE MONUMENT NO. 2372 ON THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 2297, THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE CONTINUE NORTH 89 DEGREES 28 MINUTES 00 SECONDS WEST, ALONG SAID SOUTH BOUNDARY LINE, FOR A DISTANCE OF 311.55 FEET; THENCE LEAVING SAID SOUTH BOUNDARY LINE RUN NORTH 00 DEGREES 32 MINUTES 00 SECONDS EAST, FOR A DISTANCE OF 20.00 FEET TO THE POINT BEGINNING; THENCE CONTINUE NORTH 00 DEGREES 32 MINUTES 00 SECONDS EAST, FOR A DISTANCE OF 40.00 FEET; THENCE SOUTH 89 DEGREES 28 MINUTES 00 SECONDS EAST, FOR A DISTANCE OF 40.00 FEET; THENCE SOUTH 00 DEGREES 32 MINUTES 00 SECONDS WEST, FOR A DISTANCE OF 40.00 FEET; THENCE NORTH 89 DEGREES 28 MINUTES 00 SECONDS WEST, FOR A DISTANCE OF 40.00 FEET TO THE POINT BEGINNING.

**CITY OF CALLAWAY
PLANNING DEPARTMENT
STAFF SUMMARY**

**APPLICATION FOR PLANNED DEVELOPMENT ZONING –
REQUEST TO CHANGE THE ZONING MAP FOR THE PROPERTY KNOWN AS
“PRIMROSE BAY” LOCATED NEAR HIGHWAY 2297**

Date: March 10, 2015

Applicant: U.S. Metropolitan Land Development, LLC
(Authorized Agent Name – George Z. Wang)

Location of Subject Property: Highway 2297, Callaway, FL 32404
(Parcel 1: 07401-000-000, 07400-900-000, 07390-010-000; and Parcel 2: 07396-005-000)

Current Zoning District: Bay County CSVH (Conservation Habitation)

Proposed Zoning District: City Planned Development (Primrose Bay)

Adjacent Zoning Districts*: North – City Planned Development (EastBay)
South – Bay County R-1 (Single Family)
East – Bay County R-1 (Single Family)
West – n/a (water body)

*(see attached zoning map for specific zones adjacent to subject property)

Background:

On behalf of the U.S. Metropolitan Land Development, LLC (“owner/developer”), Mr. George Z. Wang has submitted an application to change the zoning for the property commonly known as “Primrose Bay” (“property/ development). Specifically, the owner is requesting to change the zoning of the property located near Highway 2297 and Poston Road (see attached location map). The property is currently zoned CSVH (Conservation Habitation), a zoning district in Bay County. Much of the property was annexed by the City of Callaway in 2004, but not provided a “City” zoning. The developer has submitted with the zoning application, the proposed Primrose Bay Planned Development (PD) Zoning Regulating Document attached hereto as “Exhibit A”.

Pursuant to s. 15.565 of the City’s Land Development Regulations, the City must set a public hearing before the City Commission. Prior to commission action, the Planning Board shall provide a recommendation on the planned development zoning application. The Planning Board met on February 17, 2015, and recommended approval to the City Commission. Resolution 15-09 was approved and set a public hearing for March 10, 2015.

Findings:

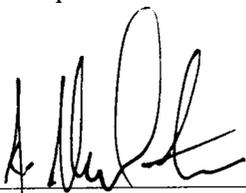
The subject property known as “Primrose Bay” is approximately 1,085 acres (+/-) and consists of two (2) parcels; Parcel 1 is 801 acres (+/-) and Parcel 2 is 284 acres (+/-). The 801 acres in Parcel 1 was annexed by the City in 2004 and the 284 acres will be annexed by the City prior to adoption of the planned development zoning application. The Planned Development (PD) Zoning proposes a master planned community with a mixture of uses including residential, conservation, institutional, and water dependent. Describing the Primrose Bay project, the PD regulating document states the following:

The basis for the plan of development will be clustered neighborhoods focused on the upland areas of the property with the more ecologically sensitive lands generally reserved for wetlands preservation and restoration. The design concept envisions differing development patterns to provide flexibility to meet development constraints and market conditions, but that coalesce into a uniform complimentary plan of development.

The Planning Department has found the Primrose Bay Planned Development Zoning Application consistent with the goals, objective, and policies of the Comprehensive Plan. The PD document gives consideration to the Bay County Comprehensive Plan and the City’s plan. See section 2 of the Primrose Bay PD Document for more on comprehensive planning and land use. As a planned development, there will be elements where the project will deviate from the City’s Land Development Regulations. These deviations are acceptable because they supplemented with standards specific to the project. A list of deviations can be found in section 4 of the PD document. The development standards listed in section 5 of the document are consistent with the City’s Comprehensive Plan and the specified land use designation of the property.

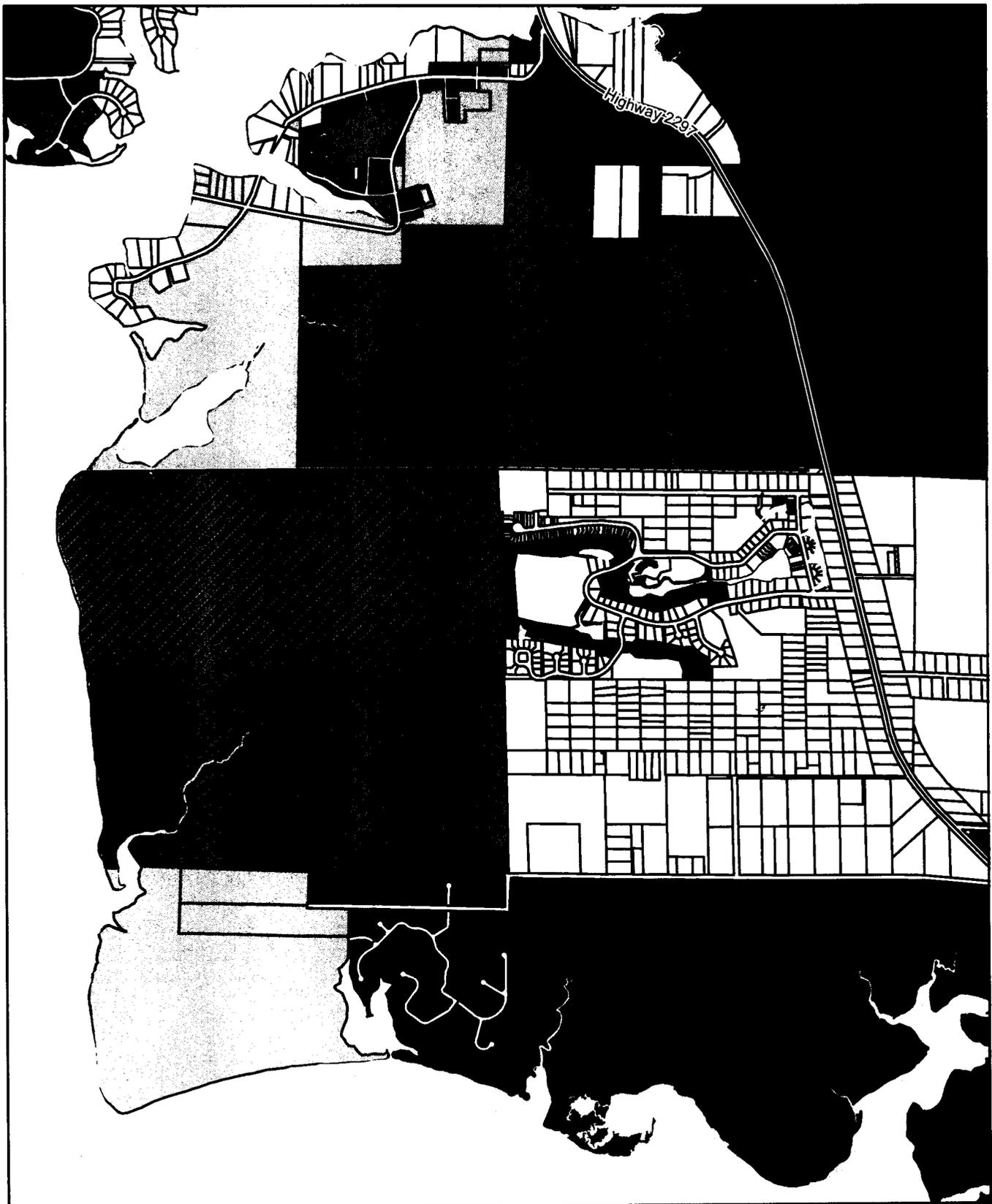
Staff Recommendation:

Staff recommends that the Commission approve the proposed Zoning Application changing the property located near Hwy 2297 and commonly referred to as the Primrose Bay Planned Development.



J. Michael Fuller, AICP
City Manager

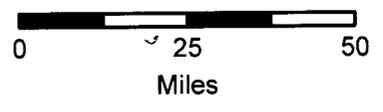
Enclosure: Exhibit A – Primrose Bay PD Document.



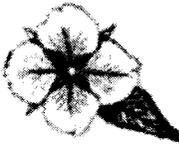
Zoning Changed to:

City Planned Development

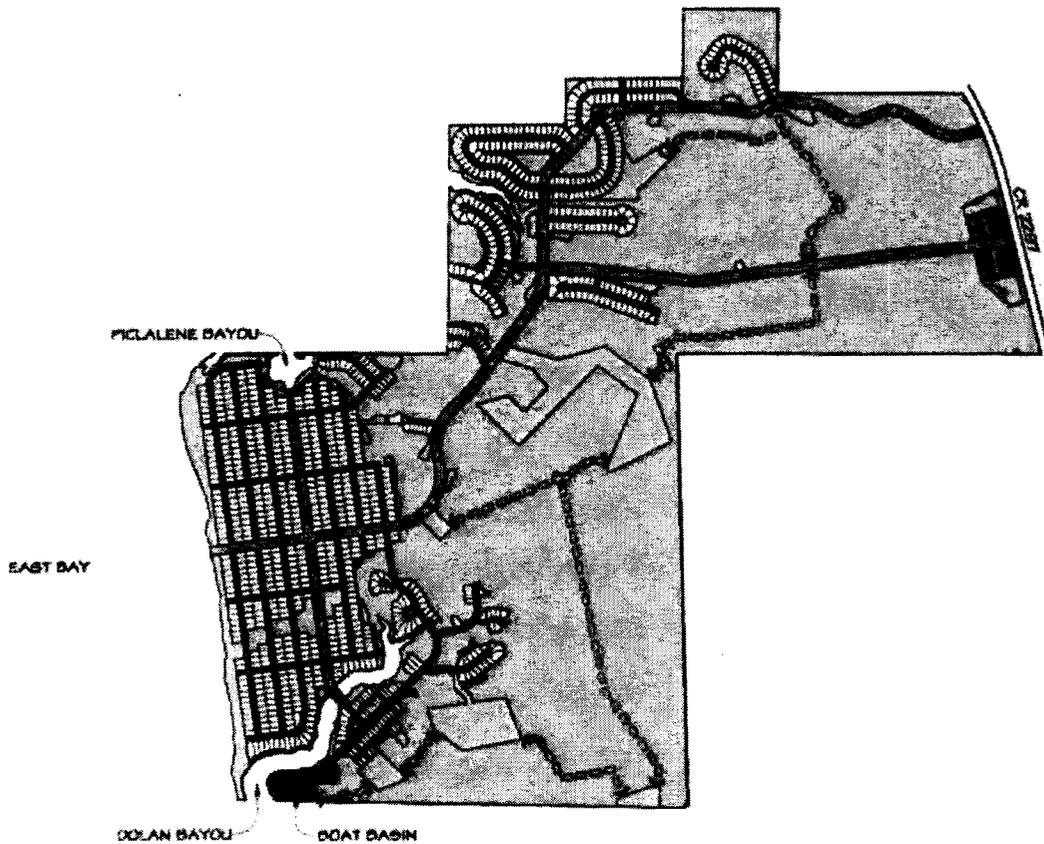
 Subject Area



PLANNED DEVELOPMENT ZONING REGULATING DOCUMENT

PRIMROSE BAY 

CALLAWAY, FLORIDA



Owner:

US Metropolitan Land Development, LLC
A Florida Limited Liability Company

Ordinance:
Adopted:

Prepared by:

BUCHANAN & HARPER
ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE
735 West 11th Street, Panama City, Florida 32401 • 850.763.2427
COA 2372 • mail@buchanan-harper.com

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1 PLANNED DEVELOPMENT INFORMATION

1.1 INTRODUCTION

The information contained herein constitutes the Planned Development Zoning Regulations, adopted by City Ordinance as listed below for the Primrose Bay project, a 1,085-acre, more or less, mixed-use development in the City of Callaway, Florida.

Adopting Ordinance: _____

Adoption Date: _____

1.2 APPLICANT INFORMATION

Project Name: Primrose Bay (Working Title)

Owner: US Metropolitan Land Development, LLC
A Florida Limited Liability Company
2761 Vista Parkway, Unit E4
West Palm Beach, Fl. 33411

Mailing Address: US Metropolitan Land Development, LLC
PO Box 250
Edgewater, NJ 07020

Owner Contact: George Z. Wang
Managing Member

Consultant: Buchanan & Harper, Inc.
735 West 11th Street
Panama City, FL 32401
Phone: (850) 763-7427

1.3 PROJECT DESCRIPTION

Primrose Bay will be developed as a master planned community with a mixture of uses including residential uses, recreational uses, public uses, neighborhood serving commercial uses, conservation uses, institutional uses, and water dependent uses. The project as envisioned is consistent with the goals, objectives, and policies of the City of Callaway Comprehensive Plan and this application.

The property was previously part of the East Bay Development property, but was not part of the Phase 1 property with an adopted master plan and PD Zoning.

The basis for the plan of development will be clustered neighborhoods focused on the upland areas of the property with the more ecologically sensitive lands generally reserved for wetlands preservation and restoration. The design concept envisions differing development patterns to

provide flexibility to meet development constraints and market conditions, but that coalesce into a uniform complimentary plan of development. The plan of development anticipates that portions of the development may utilize a Traditional Neighborhood Development (TND) pattern where greater density is desired, a Conventional Neighborhood Development (CND) pattern where lesser density is desired, and a Hybrid Neighborhood Development (HND) pattern for some areas when features of each are desired.

- TND development is pedestrian oriented, or “walkable”, by design. This is achieved through narrower streets and on-street parking, in a predominately gridded network that promotes pedestrian use. Alley-fed lots, clustered amenities and large community open spaces are also significant to the TND design.
- CND development is vehicular oriented with separate pedestrian facilities, larger lots and blocks without alleys or on-street parking. CND developments often incorporate cul-de-sacs and dead end streets.
- HND development is blended development that retains characteristics from each. The development retains smaller blocks than CND development, varying pedestrian facilities, smaller streets, and may incorporate on-street parking, but typically has larger lots than TND and forgoes alley-fed lots.

The project site has both shoreline and wetland resources, and the design concept integrates these resources into the development to maximize public enjoyment while minimizing adverse impacts to these sensitive areas. The abundant water and wetland related natural resources give the project a distinctive character that will become the development focal point.

The design concept creates conservation or preservation areas that will be preserved as an amenity of the development. Such areas will provide open space and wildlife habitat, as well as greenbelt buffers between residential clusters. Portions of the conservation areas may be incorporated into the project amenities through a neighborhood trail/boardwalk network.

1.4 SITE DESCRIPTION

The site is located in the southeastern portion of Callaway, Florida south of Poston Road and west of Highway 2297; more specifically south of the East Bay Development and north and west of the Sandy Creek Development. The Vicinity Maps, Parcel Map and Aerial Photograph (Maps 1-3) illustrate the location with regard to the surrounding area.

The subject property consists of two surveyed parcels, Parcel 1 of 801.187-acres and Parcel 2 of 283.881-acres for a total of 1085.068-acres, more or less. A copy of the Boundary Survey with Legal Descriptions for the parcels is included as Map 4. Parcel 1 consists of tax parcels 07390-010-000, 07400-900-000, and 07401-000-000 and Parcel 2 consists of tax parcel 07396-005-000 as identified by the Bay County Property Appraiser and as shown on Map 5, Parcel Map.

Topography for the site is shown on Map 6, Site Topography. The parcel is relatively flat with gentle slopes from the interior to the shoreline.

Jurisdictional wetlands are located along the shoreline and interior to the site. The jurisdictional wetlands as shown on Map 7 were estimated by Ecological Resource Consultants

using aerial photo interpretation, soils mapping, and ground trothing. A complete field delineation and survey has not been completed to date.

1.5 PURPOSE

The purpose of the Planned Development zoning is to provide an alternative method of land development not available within the framework of the other zoning districts within the City of Callaway and to allow innovative design techniques not possible through the structure of the City zoning districts and associated regulations. For the Primrose Bay property, use of the PD zoning provides the framework for addressing the environmental features of the site and accommodating a mixture of uses.

Planned Development Zoning allows deviations from the LDR, as described herein, that are specific to the nature, character, and location of the specific subject property and cannot be taken out of context of the development in its entirety. With the exception of the modifications, alterations, and deviations contained herein, the LDR shall be applicable and binding upon the development. No substantial modifications to the approved planned development shall be made unless submitted and approved by the City Commission.

1.6 APPLICABILITY

This document constitutes the required regulating document to be adopted for the property and includes various elements consisting of both text and graphics, some of which are informational or general in nature and some of which are regulatory in nature as described below. This document and the zoning requirements contained herein are limited to the extent of the zoning district, i.e. property boundary, and are intended to provide a regulatory framework to guide future development.

Sections 1 through 4 of the document are general in nature and are intended to provide background information on the property, purpose, intent, need, and deviations from the LDR. These sections are not intended to represent zoning requirements, but to provide context to the specific development requirements of the PD Zoning. As such, these sections provide the necessary information to understand and interpret the specific requirements and are intended to be complimentary. Any schedules and development phasing included herein are intended to provide context for the plan of development, but are not intended as a guarantee of development and are subject to change as dictated by conditions.

Section 5 of the document is specific in nature and details the specific zoning requirements. Development of the property shall be consistent with the requirements of Section 5.

Sections 6 and 7 of the document contain supporting exhibits including maps and plans that may provide either requirements or informational context to the regulating document as further described herein.

1.6.1 Tables: Tables provide zoning requirement standards and development shall be consistent therewith. Deviations therefrom shall require zoning amendment except, the Planning Director shall have the authority to interpret the standards for application to unusual or non-standard conditions for consistency therewith and such shall not require zoning amendment.

- 1.6.2 Figures: Figures provide zoning requirement standards and development shall generally be consistent therewith. Figures are graphic in nature and may contain features that are not applicable in all circumstances. The Planning Director shall have the authority to interpret the requirements thereof and allow deviations when such are generally consistent with the shown standards and the deviation does not result in any substantive change.
- 1.6.3 Maps: Maps are informational in nature and do not constitute zoning requirements. The information shown thereon is intended to provide context to the regulating document and contents thereof.
- 1.6.4 Plans: Plans are graphical in nature and may be informational or constitute zoning requirements. Plans, by virtue of the scale and content, are general in nature and the information shown thereon is intended to be applied liberally to development such that minor deviations between the shape and extent as shown thereon and as shown on more detailed development plans derived as the project progresses are not considered to be a deviation.
- 1.6.4.1 Land Use Plan: The Land Use Plan constitutes the graphical description of the plan of development by use. As such, the Land Use Plan is considered a zoning requirement and development shall be consistent with the Land Use Plan and the uses, densities and intensities thereof. The Planning Director shall have the authority to allow minor modifications including minor deviation in the shape and extent of a land use or internal density or intensity transfer when said modifications do not result in substantive changes to the plan or increases in the maximum allowable density or intensity. Major deviations or substantive relocation of uses shall not be allowed without modification of the zoning through Commission approval. Additionally, when a land use shown thereon is based on a physical feature such as a wetland or shoreline, then the actual boundary of the land use shall be the limits of the physical feature and the land uses shown thereon are understood to extend to the limits thereof and such adjustment of the Land Use Plan to correct the extent of land uses to match such features shall not be considered a modification for which Commission approval is required.
- 1.6.4.2 Master Plan: The Master Plan constitutes the graphical description of the plan of development by type and location. As such, the plan may contain features such as roadways, lots, blocks, and areas dedicated for specific purposes. However, the plan constitutes a conceptual plan of development and is not intended to represent or warrant a specific plan of development. By nature, such plans are general and subject to modification and revision as development progresses and more detailed planning and design are conducted on various areas of the development and such modification shall not be considered a deviation for which Commission approval is required. The plan is intended to provide conceptually in greater detail how the property is intended to be developed to provide context to the Land Use Plan and zoning requirements.

This plan and future versions of the plan shall be consistent with the Land Use Plan and zoning requirements. Inconsistent deviations shall not be allowed without modification of the zoning through Commission approval.

- 1.6.4.3 Phasing Plan: The Phasing Plan, if any, constitutes the graphical depiction of how development is intended to progress by area. Phases are general in nature and subject to change. Development may occur in any phase or sub-phase in any order and such shall not be considered a deviation for which Commission approval is required.

Nothing contained herein is intended to abrogate the property Owner rights in its sole discretion to alter the location of uses consistent with the Land Use Plan, scheduling or phasing as may be dictated from time to time by economic conditions, market conditions, consumer demand, site conditions and other conditions, so long as such alterations are not substantial in nature. However, no less than two of the permitted uses will have been placed on the property at the completion of the second phase of development.

It is understood that Master Planned Developments by nature are subject to change due to unknown conditions, market changes, economic changes, changes in regulatory requirements by other agencies, and other various conditions. Consequently, it is understood that the plan of development will evolve over time and that modification, both significant and insignificant may be required from time to time and consequently, that modification of the zoning requirements by Commission approval may be required from time to time. A presumption exists that the Commission will favorably receive and appropriately consider all requests for modification, and that approval of such shall not be unreasonably withheld.

1.7 PROJECT OBJECTIVES

The design concept for the planned community is further defined in the following planning objectives:

- To provide a mixture of residential types, neighborhood serving commercial space, recreational amenities, water dependent features and conservation areas in order to enhance the living experience beyond that of a conventional subdivision.
- To minimize impacts on environmentally sensitive areas while allowing for low impact recreational uses.
- To limit the necessity for vehicular travel within the development by providing convenient pedestrian access between residential areas, recreational areas, public areas, and conservation areas.
- To reduce external vehicular trips by providing neighborhood serving commercial uses, internal recreational opportunities, and water access.
- To provide conservation areas and open space, including natural wetlands and upland buffers, accessed by a network of pedestrian trails and boardwalks.
- To utilize native vegetation and regional architectural styles in keeping with the local history and ecosystems.

1.8 PROJECT SCHEDULE

Primrose Bay is to be constructed in multiple phases, however, construction may commence in any location, phase, sub-phase or combination of phases and in any sequence without regard to any phase number or approval order when a valid Development Order authorizes such. Phase timing and extent may vary, depending upon market conditions and demand.

In accordance with LDR Section 15.565(g), construction shall commence within a period of two years from adoption unless an extension is approved by the City Commission.

1.9 RELATIONSHIP TO CALLAWAY COMPREHENSIVE PLAN

The planned development as described is consistent with the goals, objectives, and policies of the City of Callaway Comprehensive Plan (CCP). Provisions of the CCP that demonstrate this relationship follow.

- FLU Policy 9.1: Innovative land use development patterns, including plan unit developments (PUD) and cluster zoning shall be permitted and encouraged.
- FLU Policy 9.2: Development of larger tracts of land may be planned as neighborhoods which may include non-residential uses such as schools, recreation, public facilities, and neighborhood commercial uses.

1.10 RELATIONSHIP TO BAY COUNTY COMPREHENSIVE PLAN

The planned development as described in the application is consistent with the intended allowable use and the goals, objectives, and policies of the Bay County Comprehensive Plan (BCCP). Provisions of the BCCP that demonstrate this relationship follow.

- Policy 3.3.1, Table 3A – Conservation FLU Purpose: To provide for conservation with appropriate use through regulation and innovative development techniques intended to avoid or minimize damage to natural resources.
- Policy 3.5.2: Planned Unit Development is a device which allows a development to be planned and built as a unit and which, as a result, permits variations in many of the traditional controls related to density, land use, setbacks, open space, and other design elements, and the timing and sequencing of the development.

Specific Comprehensive Plan requirements applicable to the property are contained herein in Section 2.

1.11 RELATIONSHIP TO CALLAWAY LDR

The planned development as described in the application is consistent with the objectives of the City of Callaway LDR. Provisions of the LDR that demonstrate this relationship follow.

- 15.720.8(d)(2): Uses of planned unit development design and permitting procedures pursuant to Section 15.745 are encouraged for development located within or near environmentally sensitive lands.
- 15.720.8(d)(3): Developers shall be required to use innovative techniques in order to minimize the impact of development on environmentally sensitive lands.

Development requirements specific to this project as well as any clarifications, modifications, or deviations from the City of Callaway LDR are contained herein. All other requirements for the development shall be in accordance with the City of Callaway LDR.

2 COMPREHENSIVE PLANNING AND LAND USE

2.1 COMMUNITY JURISDICTION

Adoption of PD zoning for the property is predicated on the property lying within the municipal limits of the City of Callaway. Parcel 1 by Annexation Ordinance 704 adopted in 2004 is located within the City municipal limits. Parcel 2 has not been annexed and remains within the jurisdiction of Bay County, but will be annexed prior to or concurrent with adoption of the PD Zoning as a condition of adoption.

2.2 COMPREHENSIVE PLAN JURISDICTION

Adoption of PD zoning is predicated on and consistency with an adopted Future Land Use Category or District for the property. By law, the FLU district may be an adopted district of the municipality or the County in which the municipality resides. At the time of purchase of the property, no City of Callaway FLU district had been adopted for the property and the property was located in the Bay County Conservation-Habitation FLU district. The City has created the Residential-Conservation/Habitation FLU district as an equivalent to the County Conservation-Habitation FLU district. It is the intent to adopt prior to or concurrent with adoption of the PD Zoning the City Residential-Conservation/Habitation FLU district for the property and to develop the property consistent with this district and the requirements thereof, but in the event that such adoption does not occur prior to adoption of the PD Zoning, then development shall proceed under the County Conservation-Habitation FLU district until such time as adoption of the City FLU district occurs.

2.3 BAY COUNTY COMPREHENSIVE PLAN CONSIDERATIONS

The BCCP has been carefully reviewed and the project and requirements contained herein are consistent with said plan. Specific provisions of the BCCP applicable to the property are summarized below.

2.3.1 Future Land Use District: The subject property is within the Conservation FLU district. The specific requirements of the Conservation FLU district as contained in Policy 3.3.1, Table 3A, are listed below.

2.3.1.1 Allowable Uses: Agriculture, Recreation, Public/Institutional, Residential, Planned Unit Development (mixed uses including ancillary uses such as neighborhood commercial per Policy 3.5.2), docks, piers, seawalls, etc., public utilities, and other similar uses.

2.3.1.2 Maximum Density: 2 Dwelling Units per Acre.

2.3.1.3 Maximum Intensity: 50% Impervious Coverage.

2.3.1.4 Maximum Height: 50-feet.

2.3.1.5 Minimum Open Space: 50% Natural or Landscaped Areas.

- 2.3.1.6 **Development Restriction:** Avoid or minimize damage to locally significant environmental resources. Development technique of clustering is encouraged.
- 2.3.2 **Airfield Installation Compatibility Special Treatment Zone:** That portion of the subject property within Sections 26 and 27, T4S, R13W are located within the Airfield Installation Compatibility Special Treatment Zone (STZ). Development within Section 26 over 50-feet in height shall be transmitted to Tyndall Air Force Base for review and comment. No other restrictions are applicable to the subject property.
- 2.3.3 **Coastal Planning Area Special Treatment Zone:** That portion of the subject property within Sections 26 and 27, T4S, R13W are located within the Coastal Planning STZ. The applicable requirements of the Coastal Planning STZ as contained in Chapter 7 – Coastal Management Element are summarized below.
- 2.3.3.1 **Restrict development in the Coastal High Hazard Area (CHHA)** defined as all lands below the elevation of the Category 1 storm surge line established by the USACE SLOSH Model as follows.
- Limit public subsidy of infrastructure to the demand resulting from 15 DU/Acre build-out.
 - Prohibit high-risk developments such as nursing homes, convalescent centers, hospitals, mobile home parks, subdivisions, or R/V parks.
 - Prohibit dedication of facilities and infrastructure unless provided for in an enforceable development agreement.
 - Protect, preserve, or re-use through a protection plan historic resources identified in the State Master Site File.
 - Prioritize shoreline land uses by conservation/recreation and water dependent uses.
 - Landscape using native species.
 - Require use of centralized sewer service.
- 2.3.4 **Ecosystem Area Special Treatment Zone:** The subject property is located within the Ecosystem Area STZ. The applicable requirements as contained in Policy 6.7.4 are summarized below.
- 2.3.4.1 **Stormwater Runoff:** Treat runoff to OFW standards or greater.
- 2.3.4.2 **Septic Tanks:** Septic tanks will be located a minimum of 100-feet upland of mean high water, ordinary high water, or the FDEP jurisdictional wetland line.
- 2.3.4.3 **Development:** Development will avoid activities that would destroy wetlands or the natural functions of wetlands.

- 2.3.4.4 Resource Setback: No building or structure shall be located closer than 30-feet from any FDEP jurisdictional wetland line, mean high water line, or ordinary high water line except for piers, docks, or similar structures and an attendant 10-foot wide cleared path for access, or wetland crossings required to connect upland parcels. All native vegetation, if any exists, will be preserved within the setback.

2.4 CITY OF CALLAWAY COMPREHENSIVE PLAN CONSIDERATIONS

The CCP has been carefully reviewed and the project and requirements contained herein are consistent with said plan. Specific provisions of the CCP applicable to the property are summarized below.

- 2.4.1 Future Land Use District: Upon adoption, the subject property will be within the Residential-Conservation/Habitation FLU district. The specific requirements of the Conservation FLU district as contained in CCP Future Land Use Element are listed below.

2.4.1.1 Allowable Uses: Residential and non-residential uses such as schools, recreation, public facilities, and neighborhood commercial uses (Policy 9.2).

2.4.1.2 Maximum Density: 2 Dwelling Units per Acre (Policy 1.2).

2.5 EXISTING LAND USE OF ADJACENT PARCELS

The site is bounded by properties within the jurisdiction of the City of Callaway and the County of Bay County all of which have land uses that allow development at densities and intensities equal to or greater than the subject property land use. Adjacent uses are predominately undeveloped lands or residential uses. The East Bay master planned development is located north of the property, the Sandy Creek residential development is located east of the property, and the Piney Point PD planned development is located south of the property.

2.6 PLANNED LAND USES WITHIN PRIMROSE BAY

Planned land uses for the Primrose Bay PD are Residential, Public/Institutional, Neighborhood Commercial, Recreation, Conservation, and Water Dependent. Standards for the land uses and land use districts are contained in Section 5. Dedicated locations for the districts are shown on the Land Use Plan.

2.7 CONCURRENCY MANAGEMENT

The project will be developed consistent with the concurrency management requirements of the state, the City of Callaway Comprehensive Plan and Land Development Regulations such that development will not result in a reduction in the level of service standards.

3 PLANNED DEVELOPMENT ELEMENTS

3.1 INTERRELATED USES

Primrose Bay will be a master planned community consisting of a mixture of uses and types to create varying character, serve a broad segment of the population, and result in a homogeneous community. Housing of different types and styles may be intermixed or segregated to provide unique areas within the development. Recreational amenities are anticipated to include segregated facilities to serve the entire development and interspersed facilities to serve specific areas. Natural open space will be integrated into the development and may include spaces within developed areas as well as undeveloped areas such as wetlands, man-made lakes, tree-preserve areas, and buffers.

The development will be designed such that the residential lots, recreational amenities, and natural open space are interrelated through location with each other. The lots, amenities, and open space will adhere where possible to the principles of connectivity through the use of roadways, walks, and trails.

3.2 CIRCULATION PATTERNS

Primrose Bay will be designed to accommodate various types of vehicular and pedestrian circulation. The guiding design principle will be to utilize to the maximum extent practical vehicular traffic for travel to and from the development and to use pedestrian and alternate means of travel interior to the development. Pedestrian travel will be considered in the design of all aspects of the development. Easements and right of ways (ROW) will be provided to insure that utility providers and emergency services have the appropriate rights of use.

3.3 STREETS

Streets within Primrose Bay will utilize a hierarchy of service with primary roads serving as collectors to convey traffic into and out of the development, secondary roads serving as local collectors for the various neighborhoods and development areas, and tertiary roads serving as local streets for the subdivision blocks and specific sites. Alleys may be used where appropriate to provide rear lot access in both residential and non-residential areas. On-street parking may be used throughout the development to supplement on-lot parking and to service guests of alley-loaded lots.

Streets may be public or private depending upon the use and as agreed upon by the City at the time of development for that phase or sub-phase. Streets serving residential areas are anticipated to be public. Streets serving commercial areas may be public or private depending upon use. Streets serving non-residential sites and internal to a specific site are anticipated to be private.

Roadway cross-sections will be consistent with the neighborhood and development area and will be sized to provide emergency/service vehicle access consistent with standard engineering practice. Typical sections are included in Section 5.

Primary ingress and egress to the site will be limited to two connection points with Highway 2297. Secondary points of access may be located along Highway 2297 for highway front development, but such will be limited to a total of 2 additional points of access or as allowed by the County in accordance with the County access management requirements. Secondary points of access will be allowed for connection with the East Bay Development and the Piney Point Development upon agreement with said property Owner's and when such connection is consistent with the Primrose Bay Master Plan.

3.4 UTILITIES

Primrose Bay will be served by the City of Callaway water and sewer systems as well as underground telephone, power, CATV, and gas, if available. Utilities will be located within the road Right-of-ways or utility easements.

The water and sewer system internal to the development may be public or private depending upon the use and as agreed upon by the City at time of development for that phase or sub-phase. Residential service is anticipated to be public. Non-residential service is anticipated to be private.

The storm water management system will be private and may contain a combination of systems including retention/detention systems, swales, vegetated natural buffers, and underground systems. The type of system used will be dependent upon the area within the development. Retention/detention systems served by collection systems consisting of curb or grate inlets and pipe networks is anticipated as the predominate system for developed areas. Areas adjacent to water bodies may utilize swales or vegetated natural buffers.

3.5 LOTS

Lots within the project will vary in size and requirements as described in Section 5. Residential lots will serve three housing types, detached single-family residential, attached single-family residential and multi-family housing. The various housing types may be interspersed or aggregated throughout all phases of the development.

3.6 BUILDING SETBACKS

Building setbacks will be provided for each lot and use within the development as contained in Section 5. Setbacks will be of two types, lot line setbacks and shoreline setbacks. Lot line setbacks will vary depending upon the lot type and size. Shoreline-building setbacks will vary depending upon the water body type with the greatest setback required adjacent to estuarine waters and the smallest setback required adjacent to man-made waters.

3.7 BUILDING ORIENTATION

Buildings within the development will be oriented where practical to take advantage of views of East Bay and the surrounding natural areas.

3.8 PARKING

Parking for the development will be provided consistent with the use and the parking standards contained in Section 5. Parking may be in the form of on-lot parking including surface parking

and garage parking, on-street parking, or any combination thereof. Parking for amenities will be provided in locations convenient to the amenity to be served and may include a combination of off-street and on-street parking. Consideration in the design and computation of parking will be given to proximity, pedestrian use, and multi-modal forms of transportation.

3.9 ARCHITECTURAL MOTIF

The development will utilize common themes of architecture for the various neighborhoods. The architectural motif may be any uniform architectural type with the aesthetics derived from the organic nature of the area. Differing architectural motifs will be allowed within different areas or neighborhoods within the project when such motifs are complimentary and result in a cohesive theme. The intent of the architecture is to provide an honest simple form resulting in an aesthetic unique integrity. Ornamentation will be limited to well-crafted details and features that are functional and material based. Architectural detail origin will be rooted in requirements for shade, ventilation, shelter from the elements, and activities. To insure the integrity of a uniform architectural motif, the Developer reserves the right to institute architectural standards and an architectural review committee to insure a sense of neighborhood character.

Buildings may utilize any type foundation consistent with the engineering requirements of the site except, pile-elevated structures will not be allowed unless water dependent or no alternative exists. Architectural standards may restrict foundation type to a neighborhood, area, or use type.

3.10 SIGNS

An identifying entry feature sign will be located at the development entrances. Common informational, directional, and regulatory signs will be located as needed throughout the development and such will not be subject to the City of Callaway Sign Standards. All signs will be designed to complement the neighborhood architectural character. Street and traffic signs may utilize architectural mountings to coordinate with the neighborhood architectural standards and overall sign design. Architectural standards may restrict the type and style of signs within the development.

Name placement on Architectural Icons is not considered subject to the City of Callaway Sign Standards and may be placed consistent with the architectural standards, but shall be limited to the Project Name and Logo, and informational or directional text.

3.11 OPEN SPACE

Open space includes natural areas, greenways, parks, plazas, landscaped areas, stormwater management areas, and any other unpaved or undeveloped area. The development will contain a minimum of 50% open space as required in Section 5. A significant portion of the open space will consist of natural areas or environmentally sensitive areas that are preserved for the shared use and enjoyment of the residents.

It is the intent of the development to limit impacts to the natural and environmentally sensitive areas. Where appropriate, activities including, but not limited to, restoration or enhancement consistent with an approved management plan, construction of walks, trails, observation

points, and shoreline access points may be implemented. Minor encroachment into environmentally sensitive areas may occur to facilitate development when such encroachment is approved by the regulatory agencies, is consistent with the plan of development, and the minimal amount necessary to facilitate development.

3.12 AMENITY AREAS

Amenities will be dispersed throughout the development. Certain types of amenities may be aggregated into a single location for the enjoyment of the entire development or segregated for the use of specific groups or areas. They may include such elements as clubhouse, pool, athletic courts, nature walks, parks, gardens, picnic areas, and water dependent facilities.

Availability and use of the amenities may be based upon a structured program where some amenities are reserved for specific participants while others are available for common use of owners or the general public. The Developer reserves the right to determine the availability of amenities to any group.

3.13 MAINTENANCE AND OPERATION

The development will include the creation of an Owner's Association or Associations for the administration, maintenance and operation of common elements and infrastructure within the project site. The association will be fee based with dedicated monies for operation and maintenance. The association will be structured to utilize service contracts for maintenance and operation of various systems. Such contracts would include emergency or 24-hour service where warranted.

3.14 COMMON USE

Common areas, amenities, open space, and infrastructure may be privately owned by the Primrose Bay Owner's association and designated for the use of the residents and occupants or the public or may be dedicated to the public at the discretion of the Developer.

4 DEVIATIONS FROM LDR

The development is a master planned community with mixed uses located on a site with environmentally sensitive areas. The character of the development and nature of the land necessitate development in a prescribed manner to integrate the uses and insure the protection of the natural resources. The LDR recognizes developments where such conditions may occur, provides, and encourages the use of the Planned Development mechanism to satisfy these constraints. Furthermore, the Planned Development requirements, in recognition of the unusual conditions adherent to such developments, allow deviations from the standard requirements of the Land Development Code to supplement the ability of the development to meet such constraints. Accordingly, the development will deviate from portions of the Land Development Regulation as contained herein. In summary, the following is a general list of the various deviations for the development.

- **Lot Size:** Lot size standards have been modified to conform to the requirements of a TND development.
- **Blocks:** Block requirements may be altered to conform to the requirements of development and to preserve existing environmentally sensitive areas.
- **Buffers:** Buffer Requirements have been altered to meet the needs of the development.
- **Building Setbacks:** Building Setbacks on lots have been altered to conform to the requirements of development.
- **Building Height:** Building height and measurement thereof has been altered for the project.
- **Environmental Protection:** Standards have been modified to meet the needs of the development, but maintain natural resource protection.
- **Tree Protection and Preservation of Native Vegetation:** Requirements have been altered to meet the needs of development, but maintain protection for trees of special interest.
- **Conservation Easements:** Conservation easement requirements have been modified to fit the nature of the development while maintaining the requirement for a responsible operation and maintenance entity to insure the perpetual stewardship of the natural resources located on and around the property.
- **Storm Water Management:** The storm water management requirements have been modified to meet the needs of development, allow for areas of low-intensity development and more environmentally sensitive use of stormwater treatment mechanisms including swales and vegetated natural buffers where appropriate.

While maintaining the requirement for water quality treatment and flood protection.

- **Utility Easements:** Utility easement requirements have been modified to limit easements to those necessary for the proposed facilities.
- **Streets:** Street standards have been modified to meet the needs of development and provide character in the development. Deviations include varying ROWs, paving materials, pavement widths, geometry, and design standards.
- **Parking:** Parking stall dimensions have been altered to allow on-street parking and alternate schemes of parking. Alternate standards for parking generation have been included to meet the unique needs of development.
- **Sidewalks:** Sidewalk requirements have been altered to conform to the road system hierarchy and development connectivity, while still providing accessible pedestrian routes throughout the development.
- **Street Lights:** Street lighting specifications have been modified to maintain the character of the development.
- **Loading:** Loading requirements have been altered due to the lack of need as all commercial shall be solely neighborhood serving at a level where off-street loading is unnecessary.

5 DEVELOPMENT STANDARDS

5.1 PD GROSS BULK DENSITY STANDARDS

5.1.1 **Maximum Residential Density:** Residential density within the development shall not exceed the allowable density of 2 dwelling units per gross acre in accordance with the underlying Future Land Use District. Density may be clustered within the boundaries of the PD such that the net density of a development parcel exceeds 2 dwelling units per acre so long as the total density for the PD does not exceed the maximum allowable density.

5.1.1.1 Maximum Allowable Residential Density: 2,170 Dwelling Units.

Note: Maximum computed allowable residential density as contained herein is based on a boundary survey of 1,085.068 acres that utilized an approximate mean high water line along East Bay, a common surveying technique. A mean high water survey of East Bay and the tributaries thereof may result in a boundary area more or less than used and the actual density shall be based on the most accurate survey area and any changes in the maximum allowable residential density therefrom shall not be considered a modification in density. In no case shall the allowable density exceed 2,170 dwelling units unless such survey is performed.

5.1.2 **Non-Residential Intensity:** No non-residential intensity or maximum floor area ratio exists for the underlying Future Land Use District except total impervious area within the development shall not exceed 50% of the gross area for which a portion can include non-residential intensity. The development of intensity standards for non-residential development, particularly commercial development, is a necessary component of both the master plan of development and the planned development requirements to show the inter-relationship with residential development. Therefore, the maximum allowable commercial intensity (floor area) for Primrose Bay shall be specified. For public, institutional, recreational, and other non-commercial uses, no specific need exists to demonstrate a relationship with other land uses and these uses may develop organically to serve the needs of the other land uses and as desired to form a complete development. Therefore, no separate performance measure will be implemented for non-residential intensity for uses other than commercial except, the total intensity (impervious surface area) including these uses shall not exceed 50% of the gross area.

5.1.2.1 Maximum Allowable Commercial Intensity: 50,000 SF and 150 room hotel.

5.1.3 **Floor Area Ratio (FAR):** No gross FAR requirements are applicable within the boundaries of the PD.

5.1.3.1 Maximum Allowable FAR: Not Applicable.

5.1.4 **Impervious Surface Ratio (ISR):** The ISR or impervious intensity for the gross area of the property shall not exceed the ISR for the underlying FLU. Impervious surfaces may be

clustered within the boundaries of the PD such that the net ISR of a development parcel exceeds the allowable so long as the total density for the PD does not exceed the maximum allowable ISR.

5.1.4.1 Maximum Allowable ISR: 0.50.

Elevated boardwalks and structures that do not prohibit or hinder the flow of stormwater runoff and do not change the underlying runoff characteristics of the ground surface shall not be considered impervious area. Pervious pavements including but not limited to gravel, shell, pervious asphalt, pervious concrete, and pervious pavers shall not be considered impervious area when such pavements provide a verifiable infiltration rate consistent with twice the infiltration rate of underlying soils in their natural condition, but not less than 6 inches per hour.

- 5.1.5 Open Space Ratio (OSR): The OSR for the gross area of the property shall not be less than the OSR for the underlying FLU. Open space includes natural or landscaped areas including hardscape when hardscape materials are pervious as defined in Section 5.1.4. Open space may be clustered within the boundaries of the PD such that the net ISR of a development parcel is less than the allowable so long as the OSR for the PD is not less than the minimum required OSR.

5.1.5.1 Minimum OSR: 0.50.

- 5.1.6 Maximum Allowable Height: The maximum allowable height within the boundaries of the project shall not exceed the maximum allowable height for the underlying FLU. Height shall be measured vertically from the finished floor elevation for on grade buildings or the highest adjacent grade for elevated buildings or other structures to the average height of the highest pitched roof or the highest finished roof surface for flat roofs or the highest point for other structures. Chimneys, vents, rooftop mechanical equipment, solar equipment, elevator shafts, church spires, ornamental architectural elements, and other similar features shall not be included in the calculation of height.

5.1.6.1 Maximum Allowable Height: 50-Feet.

5.2 PD LAND USE REQUIREMENTS AND BULK DENSITY STANDARDS

Created PD land use districts include Residential (RES), Public/Institutional (P/I), Commercial (COM), Recreation (REC), Conservation (CON), and Water Dependent (WD). Land use districts may be designated districts as shown on the Land Use Map or un-designated districts located within a designated land use district when the designated district allows such. When used, districts that are undesignated on the Land Use Map shall be delineated at the time of implementation and development within the area shall comply with the requirements of said district.

Land use requirements and bulk density standards for the districts shall be in accordance with the specific requirements as described below.

5.2.1 Residential (RES)

- 5.2.1.1 Allowable Residential Uses: Allowable residential uses include single family detached housing, single family attached housing (town homes), multi-family housing, related accessory uses. Uses may be interspersed or aggregated.
 - 5.2.1.2 Allowable Non-Residential Uses: Within designated RES districts, allowable non-residential uses include allowable uses within the P/I, COM, REC, CON and WD Districts subject to said district requirements.
 - 5.2.1.3 Restrictions: Commercial uses are limited to low intensity neighborhood commercial uses, a single specific use per occurrence intended to serve a particular area, and consistency with the COM District requirements.
 - 5.2.1.4 Location: As shown on the Land Use Map or as allowed within other districts when such use is consistent with any use restrictions thereof and when such use is consistent with the requirements of the RES District.
 - 5.2.1.5 Bulk Density Standards: Comply with requirements of Table 1.
- 5.2.2 Public/Institutional (P/I)
- 5.2.2.1 Allowable Public/Institutional Uses: Allowable public/institutional uses include public buildings, public assembly, churches, schools, community facilities, and like uses. Additionally, areas intended for utilities and infrastructure such as road right-of-ways, utility easements and utility service structures as necessary.
 - 5.2.2.2 Allowable Non-Public/Institutional Uses: Within designated P/I districts, allowable non-public/institutional uses include allowable uses within the RES, COM, REC, CON and WD Districts subject to said district requirements.
 - 5.2.2.3 Restrictions: None.
 - 5.2.2.4 Location: Public and institutional uses are allowed within any district when such use is consistent with any use restrictions thereof and when such use is consistent with the requirements of the P/I District.
 - 5.2.2.5 Bulk Density Standards: Comply with requirements of Table 1.
- 5.2.3 Commercial (COM)
- 5.2.3.1 Allowable Commercial Uses: Allowable commercial uses include neighborhood serving commercial intended to primarily serve the development and surrounding areas. High intensity commercial uses intended to serve the public-at-large are not allowed. Uses include, but are not limited to, office, retail, hotel, food service, and water dependent including sales, restaurants, boat services, offices, marinas, or other water related commercial ventures. High density residential uses such as apartments and live-work units are allowed within the commercial district.

5.2.3.2 Allowable Non-Commercial Uses: Within designated COM districts, allowable non-commercial uses include allowable uses within the RES, P/I, REC, CON and WD Districts subject to said district requirements.

5.2.3.3 Restrictions: Detached residential uses are prohibited unless a discrete area is converted to RES or the area is buffered from commercial uses by attached residential.

5.2.3.4 Location: As shown on the Land Use Map or as allowed within other districts when such use is consistent with any use restrictions thereof and when such use is consistent with the requirements of the COM District.

5.2.3.5 Bulk Density Standards: Comply with requirements of Table 1.

5.2.4 Recreation (REC)

5.2.4.1 Allowable Recreation Uses: Allowable recreation uses include clubhouses, pools, tennis courts, trails, parks, gardens, observation points, boardwalks, and non-commercial water dependent facilities such as marinas or common use docks, and like uses.

5.2.4.2 Allowable Non-Recreation Uses: Within designated REC districts, allowable non-recreation uses include allowable uses within the P/I, CON and WD Districts subject to said district requirements.

5.2.4.3 Restrictions: P/I uses are limited to public assembly and community facilities.

5.2.4.4 Location: Recreational uses are allowed within any district when such use is consistent with any use restrictions thereof and when such use is consistent with the requirements of the REC District.

5.2.4.5 Bulk Density Standards: Comply with requirements of Table 1.

5.2.5 Conservation (CON)

5.2.5.1 Land Type: Conservation areas may include wetland and/or upland areas.

5.2.5.2 Allowable Conservation Uses: Allowable conservation uses include resource protection, resource management, trails, lighted trails, boardwalks, picnic pavilions, observation areas, and like uses. Uses within jurisdictional wetland areas shall be limited in scope and impact to the minimum practical extent necessary to meet the intended use and shall be associated with the resource or the enjoyment of the natural environment.

5.2.5.3 Allowable Non-Conservation Uses: Within designated CON districts, allowable non-conservation uses include allowable uses within the REC, P/I and WD Districts subject to said district requirements.

- 5.2.5.4 Restrictions: P/I uses within jurisdictional wetlands are limited to natural resource education, utilities and infrastructure.
 - 5.2.5.5 Location: As shown on the Land Use Map or as allowed within other districts when such use is consistent with any use restrictions thereof and when such use is consistent with the requirements of the CON District. The extent of the CON District as shown on the Land Use Map may be based on the location of jurisdictional wetlands using the best available information at the time of adoption. In such case, and when delineation and survey of said resources demonstrate that extent of the resource is located interior to the district as shown on the Land Use Map then the limits of the district shall be the actual limits of the resource.
 - 5.2.5.6 Bulk Density Standards: Comply with requirements of Table 1.
- 5.2.6 Water Dependent (WD)
- 5.2.6.1 Allowable Water Dependent Uses: Allowable water dependent uses include docks, piers, wharfs, walks, boat ramps, scenic outlooks, parking, water access, water dependent commercial uses, and any other use dependent upon surface waters.
 - 5.2.6.2 Allowable Non-Water Dependent Uses: Within designated WD districts, allowable non-water dependent uses include allowable uses within the RES, P/I, REC, and CON Districts subject to said district requirements and hotels.
 - 5.2.6.3 Restrictions: Detached residential uses are prohibited adjacent to water dependent commercial uses unless a discrete area is converted to RES or the area is buffered from commercial uses by attached residential.
 - 5.2.6.4 Location: As shown on the Land Use Map or as allowed within other districts when such use is consistent with any use restrictions thereof and when such use is consistent with the requirements of the WD District.
 - 5.2.6.5 Bulk Density Standards: Comply with requirements of Table 1.
- 5.2.7 Accessory uses are allowed in any district subject to the requirements thereof and shall be counted in the computation of density, ISR, OSR, and FAR.

Table 1: PD Land Use Bulk Density Standards

Description	PD Land Use District					
	RES	P/I	COM	REC	CON	WD
Min. Lot Area	5,000 SF	N/A	3,000 SF	N/A	N/A	N/A
Min. Buildable Area ⁽¹⁾	1,000 SF	N/A	1,000 SF	N/A	N/A	N/A
Min. Front Setback ⁽²⁾	5'/10'/15' ⁽³⁾	5'	0'	5'	N/A	5'
Min. Rear Setback ⁽²⁾	15'/5' ⁽⁴⁾	10'	10'	10'	N/A	5'
Min. Side Setback ⁽²⁾⁽⁵⁾	5'	5'	5'	5'	N/A	5'
Min. Lot Frontage	25'	N/A	25'	25'	N/A	25'
Max. Building Height	50'	50'	50'	50'	50'	50'
Max. ISR	90%	60%	90%	30%	5%	90%
Min. OSR	10%	40%	10%	70%	95%	10%

(1) Buildable area is the area of the lot less required buffers and setbacks, i.e. the area of the lot on which buildings can be constructed.

(2) Setbacks are the minimum required distance from the lot line to the face of buildings and structures.

(3) Minimum front setback is 5-feet for rear loaded lots with on-street parking, 10-feet for rear loaded lots without on-street parking, and 15' for front loaded lots.

(4) Minimum rear setback is 15-feet for rear loaded lots and 5' for front loaded lots.

(5) Side building setback applies to detached structures. For common wall structures, the setback may be zero.

5.3 LOTS

To further the concepts of clustering and the avoidance of natural resources, lots may be of any shape that provides a satisfactory buildable area. Lots may be unique such that no conformity exists between adjacent lots. Lot depths and widths are not required to be consistent as long as the lot meets the minimum bulk density requirements.

5.4 BLOCKS

The development shall be designed such that lots are clustered to avoid environmental resources. Consequently, traditional block length requirements are not applicable to the development.

5.5 SETBACKS

Building setbacks from the front, side and rear lot lines shall be maintained for all lots. The setbacks are contained in Table 1, PD Land Use Bulk Density Standards. Building setbacks shall be measured from the face of the structure. Building eaves, gutters, trim, stairs, handrails and like elements will not be used in the measurement of building setbacks. All encroachments permitted in Section 15.710.5 of the LDR shall be allowed. For corner lots, the front setback shall apply to the front of the structure and the side setback shall apply to the side of the structure.

A shoreline building setback shall be maintained adjacent to all significant and discrete water bodies. Setbacks shall be measured from mean high water or ordinary high water as appropriate to the water body. Requirements shall vary depending upon the water body to be protected as follows.

- 5.5.1 Estuarine Waters: A minimum 50-foot shoreline-building setback will be maintained adjacent to East Bay and tributaries thereof. No buildings or structures will be allowed within the setback except for water dependent facilities and architectural icons.
- 5.5.2 Natural Inland Waters: A minimum 40-foot shoreline-building setback will be maintained adjacent to natural existing inland water bodies. No buildings or structures will be allowed within the setback except for water dependent facilities and architectural icons.
- 5.5.3 Man-made Inland Waters: A minimum 25-foot shoreline-building setback will be maintained adjacent to existing and created man-made water bodies. No buildings or structures will be allowed within the setback except for water dependent facilities and architectural icons.
- 5.5.4 Man-made Ditches: No shoreline-building setback is required adjacent to existing and created ditches.

5.6 BUFFERS

- 5.6.1 Land Use Buffers: No buffers are required between land uses internal to the development.
- 5.6.2 Wetland Buffers: A 30-foot buffer shall be provided adjacent to all jurisdictional wetlands subject to the following requirements. The width of the buffer shall be measured by dividing the area of the buffer by the length of the buffer. In no case shall the width of the buffer at any point be less than 20-feet as measured from the wetland line perpendicular to the buffer line. Buffer areas with a width greater than 50-feet shall utilize only that portion of the buffer within 50-feet of the wetland line in the computation of the buffer area. Except as allowed below, the buffer area shall remain undisturbed.
 - 5.6.2.1 Elevated walkways with a maximum width of 10 feet are allowed within the buffer area.
 - 5.6.2.2 Hand trimming of vegetation to obtain a water view is allowed. Trimming shall be limited to limbs and vegetation greater than 24" above grade. Removal of regulated trees for water view shall be prohibited. Mowing of the buffer shall be prohibited.
 - 5.6.2.3 Utility crossings or other temporary necessary encroachments of the buffer will be allowed. The disturbed buffer area shall be reconstructed and replanted with native vegetation consistent with the adjacent undisturbed areas.
 - 5.6.2.4 In situations where encroachment of the buffer is necessary to connect dry upland parcels or to allow reasonable use of the property and such encroachment will prevent disturbance of jurisdictional wetlands, encroachments will be allowed when the encroachment is the minimum

required and the encroachment does not result in the discharge of untreated stormwater to wetland areas.

- 5.6.2.5 Management and enhancement activities within the buffer conducted in accordance with a wetland management plan prepared by a wetland scientist and approved by the Florida Department of Environmental Protection and United States Army Corps of Engineers shall be allowed.
- 5.6.2.6 In situations where encroachment into jurisdictional wetlands is permitted through the applicable State and Federal regulatory agencies, development shall be allowed up to the limits of the permitted encroachment and the required 30 feet buffer shall be presumed to be satisfied within the landward most 30 feet of the non-impacted wetland area such that an additional 30 feet of area will not require permitting for establishment of a buffer.
- 5.6.2.7 Along existing inland water bodies, the outer six feet of the buffer may be used for a sidewalk. As mitigation, the existing vegetation in the remaining buffer shall be supplemented to ensure a functioning ecological buffer exists.
- 5.6.2.8 Encroachment into the buffer is allowed for water dependent facilities when the encroachment is the minimal amount necessary for the water dependent use.
- 5.6.2.9 Wetland buffers will not be required adjacent to man-made water bodies and ditches.

5.7 ENVIRONMENTAL PROTECTION

Development shall minimize impacts to natural environmentally sensitive lands and limit impacts to environmentally sensitive lands created through silvicultural activities. Environmentally sensitive lands are defined herein as jurisdictional wetlands.

Within natural environmentally sensitive lands, the area shall be substantially preserved in its natural state and impacts shall be limited to permitted minor encroachments and uses as contained herein. Within environmentally sensitive lands created through silviculture and manmade activities, the area shall be substantially preserved except impacts permitted by jurisdictional agencies shall be allowed. Enhancement and management of environmentally sensitive lands consistent with a permitted management plan are allowed.

The development shall include a stormwater management plan to prevent the discharge of untreated stormwater to wetland areas and natural water bodies.

The development shall include an erosion and sediment control plan to prevent the discharge of silts, sediments and deleterious matter to environmentally sensitive lands. Best management practices shall be employed throughout the site to regulate stormwater runoff during construction activities.

- 5.7.1 The Master Plan, Land Use Plan, and plan of development contemplated herein are based on estimated limits of wetlands. Such estimates identified upland fingers and

upland islands within the limits of wetlands. Where deemed appropriate, said plans utilize such areas for development and anticipate encroachment into wetlands as necessary to allow use of said areas. At other locations, said uplands were not deemed sufficient to allow significant development and the areas were placed in a recreational or conservation land use. In the event that said areas are of sufficient size to allow residential development, then these areas including any encroachment allowed by the jurisdictional agencies to facilitate access or use of the area shall be converted to the RES land use district and such shall not constitute a substantive change requiring a zoning modification or Commission approval. However, if such occurs, the Land Use Plan shall be corrected to accurately reflect the limits of the CON land use district and the corrected plan along with a written explanation shall be provided to the City.

5.8 CONSERVATION EASEMENTS

Conservation easements shall be placed on all jurisdictional wetland areas. Such easements shall prohibit disturbance or activities within such areas except as contained herein. Easements shall be granted to the Owner's Association or common maintenance entity. In lieu of an easement, the area may be deeded to said entities with deed restrictions equal to the easement requirements.

Due to the phased nature of the project, wetland resource permitting may be comprehensively carried out for multiple phases of the development. Easements therefore may not be conveyed until the final phase of the project to allow for coordination with the wetland resource permitting.

5.9 TREE PROTECTION AND PRESERVATION OF NATIVE VEGETATION

All trees within the site with a diameter at breast height (DBH) 8 inches or greater, except pine trees, will be protected in accordance with the requirements of the City of Callaway and the following. An Architectural Review Board (ARB) may implement more stringent requirements for tree removal and replacement than contained herein.

5.9.1 Trees of Special Interest: Trees of special interest (historic, champion, heritage or specimen trees as defined in Section 15.785.7 of the City LDR) shall be preserved unless the City Planning Director finds that the tree may be removed for cause.

When removal of a tree of special interest is requested, the City shall evaluate the tree for removal. As part of the evaluation, the City may request a written report by an Urban Forester identifying the number, size, species, health, and frequency of such trees along with recommendations for preservation. If in the opinion of the City or Forester such trees are recommended for preservation, the Developer shall be required to preserve said trees or, when approved by the Forester, relocate said trees or, if such requirements have an adverse impact on development, provide a written explanation as to why such requirements cannot be complied with. The City shall consider the information from the Forester and the Developer and make a determination as to whether or not said trees shall be preserved. Removed trees of special interest shall be mitigated.

- 5.9.2 **Right of Ways and Utility Easements:** Except for trees of special interest, trees within these areas shall be exempt from tree protection standards and tree survey requirements. Prior to issuance of a Development Order for these areas, a tree survey of the trees of special interest shall be performed and submitted along with the application for approval. Except for trees of special interest, removed trees shall not be mitigated.
- 5.9.3 **Residential Lots:** Except for trees of special interest, trees may be removed as necessary to allow construction of improvements, site grading for drainage, and lot fill. All other regulated trees within the lot shall be preserved. Removed regulated trees shall be mitigated. Prior to clearing of a lot, a tree survey, along with a site plan showing the trees to be removed shall be submitted to the City for review and approval.
- 5.9.4 **Non-residential Lots and Development Areas:** Except for trees of special interest, trees may be removed as necessary to allow construction of improvements, site grading for drainage, and lot fill. All other regulated trees within the lot shall be preserved. Removed regulated trees shall be mitigated. Prior to issuance of a Development Order, a tree survey and tree removal plan shall be submitted to the City for review and approval.
- 5.9.5 **Conservation Areas and Environmentally Sensitive Lands:** For isolated development areas greater than 0.5-acres, trees shall be protected in accordance with Section 5.9.4. For the remaining areas, trees shall be protected except as follows.
- 5.9.5.1 Within environmentally sensitive lands trees may be removed when an impact area is permitted by State and Federal agencies as part of an environmental resource plan. A tree survey shall not be required for these areas since locations of impact will be dictated based on minimization of disturbance of said lands as required by the aforementioned entities.
- 5.9.5.2 Trees may be removed as part of a restoration or enhancement plan approved by State and Federal agencies. As the removal of these trees results in a net environmental benefit, mitigation thereof and a tree survey shall not be required.
- 5.9.5.3 Trees may be removed when consistent with a management plan approved by State and Federal agencies. As removal of these trees maintains a net environmental benefit, mitigation thereof and a tree survey shall not be required.
- 5.9.6 **Preservation of Native Vegetation:** Preservation of native vegetation requirements will be limited to conservation areas and environmentally sensitive lands. Within these areas, all native vegetation will be preserved except for authorized activities previously described. As a result of clustering, preservation of native vegetation will not be required, although encouraged, outside of these areas.

- 5.9.7 Mitigation: Removed protected trees shall be mitigated by replacement with new trees with a minimum caliper size of 1- inches DBH and a minimum height of 6-feet and having a total combined DBH caliper size equivalent to that of the removed tree. As an alternate, protected trees may be mitigated by replacement with new trees with a minimum caliper size of 4-inches DBH and a minimum height of 12' on a tree per tree basis.

5.10 FLOOD HAZARD PROTECTION

Structures within the development shall comply with the flood hazard requirements of the City of Callaway LDR. As part of the development, minimum finished floor elevations shall be established for each lot and buildable parcel. The finished floor elevations shall consider any applicable base flood elevations, topography of the lot, and stormwater runoff.

- 5.10.1 Finished Floor Elevation: Within flood zones, the elevation of habitable floors shall be located a minimum of 12 inches above the base flood elevation.
- 5.10.2 Fill: Fill shall be allowed to raise development areas above the base flood elevation as a strategy for flood protection when such fill will not result in lost basin storage or upstream flooding.

5.11 STREETS

The street system within the development will consist of a paved roadway system with a durable dustless surface. Pavement sections will be designed for a 15-year life by a Geotechnical Engineer in accordance with Florida Department of Transportation (FDOT) pavement design methodologies and shall be based on a site-specific geotechnical investigation. Pavement design shall include requirements to meet the design life including material, thickness, compaction, subgrade preparation, subgrade stabilization, and elevation of the bottom of the base above the seasonal high ground water elevation.

- 5.11.1 Street Design Standards: Street design standards will be in accordance with the following standard reference documents. The documents are listed alphabetically by source without regard to importance. Each document is authoritative with regard to roadway design. Compliance with the applicable minimum requirements of any listed document will constitute compliance with the referenced standards.

5.11.1.1 American Association of State Highway and Transportation Officials (AASHTO) "A Policy on Geometric Design of Highways and Streets".

5.11.1.2 FDOT "Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways".

5.11.1.3 "Residential Streets", 3rd Edition, a joint publication of the Urban Land Institute, American Society of Civil Engineers, the Institute of Transportation Engineers (ITE), and the National Association of Home Builders.

5.11.1.4 The Institute of Transportation Engineers “Traditional Neighborhood Development Street Design Guideline”.

5.11.2 Street Hierarchy: The street system will be designed using a network hierarchy consisting of three distinct roadway types identified herein for convenience as Primary, Secondary, and Tertiary streets that form the traffic network that primarily serves the property. Additionally, shared drives are identified as a local road for serving limited areas.

5.11.2.1 Primary Streets: Primary streets are defined as the most significant streets within the development. These streets will collect and convey traffic both internally and externally to the development. Generally, primary streets will not serve individual lots, but may serve lots in the denser more urban areas of development. Primary streets will comply with no less than the requirements of a 35 mph design speed for rural sections and 25 mph design speed for urban sections.

5.11.2.2 Secondary Streets: Secondary streets are defined as streets that collect and convey traffic from lower order streets to the primary streets. Secondary streets may additionally serve lots. Secondary streets will comply with no less than the requirements of a 20 mph design speed.

5.11.2.3 Tertiary Streets: Tertiary streets are defined as local roads that collect and convey traffic from individual lots to the primary or secondary streets. Tertiary streets may connect with either Primary or Secondary Streets. Tertiary streets will comply with no less than the requirements of a 15 mph design speed.

5.11.2.4 Shared Drive: For small lot clusters of 6 lots or less, the lots may be served by a shared driveway in lieu of a street when the length of the shared drive does not exceed 500 feet. Shared drives may connect with any street type and shall be designed for not less than a 10 mph design speed.

5.11.3 Street Geometric Requirements: Specific geometric requirements for the street system are contained in Table 2, Roadway Minimum Development Standards. Widths shown thereon shall be from face of curb to face of curb when curb is provided and from edge of pavement to edge of pavement when no curb section is provided.

Table 2: Roadway Minimum Development Standards

Section	ROW Width	Design Speed	Pavement Width	Centerline Radius
Primary (Rural)	60'	35 MPH	24'	400'
Primary (Urban)	50'	25 MPH	22'	180'
Secondary	50'	20 MPH	20'	95'
Tertiary	40'	15 MPH	18'	50
Shared Drive	26'	10 MPH	16'	25

5.11.4 Street Typical Sections: Typical street cross-sections in accordance with the geometric requirements of Table 2 are contained herein as Figures 5.1 – 5.5. These sections show anticipated minimum typical sections, but may be modified consistent with the requirements of Table 2.

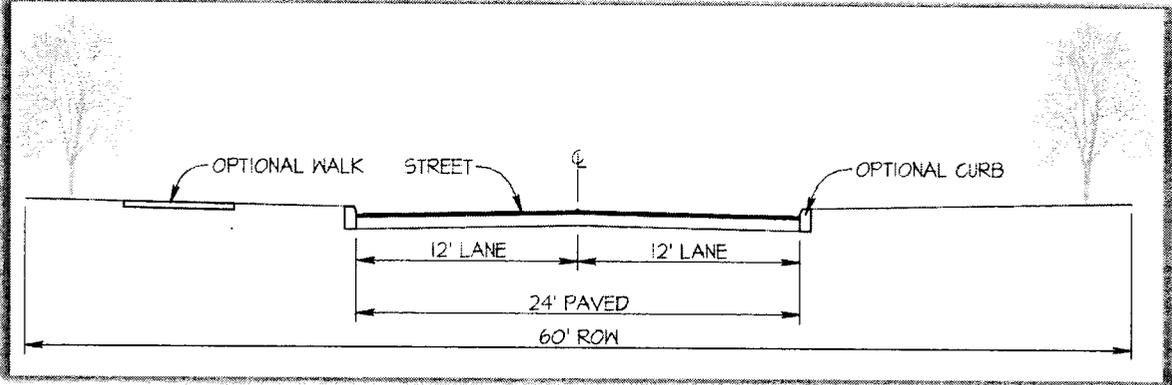


Figure 5.1 – Rural Primary Street

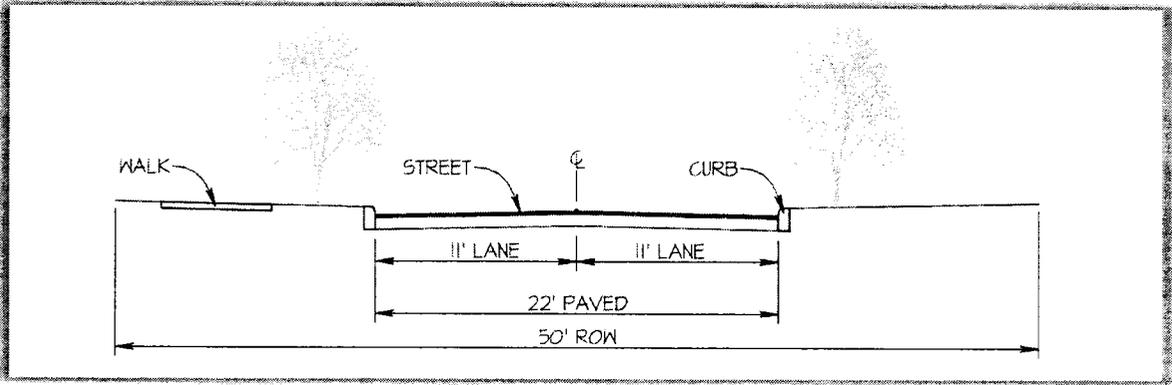


Figure 5.2 – Urban Primary Street

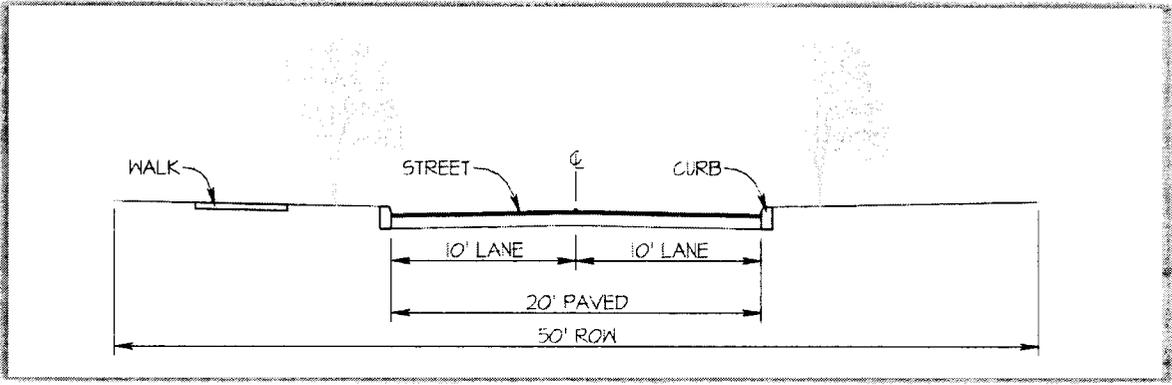


Figure 5.3 – Secondary Street

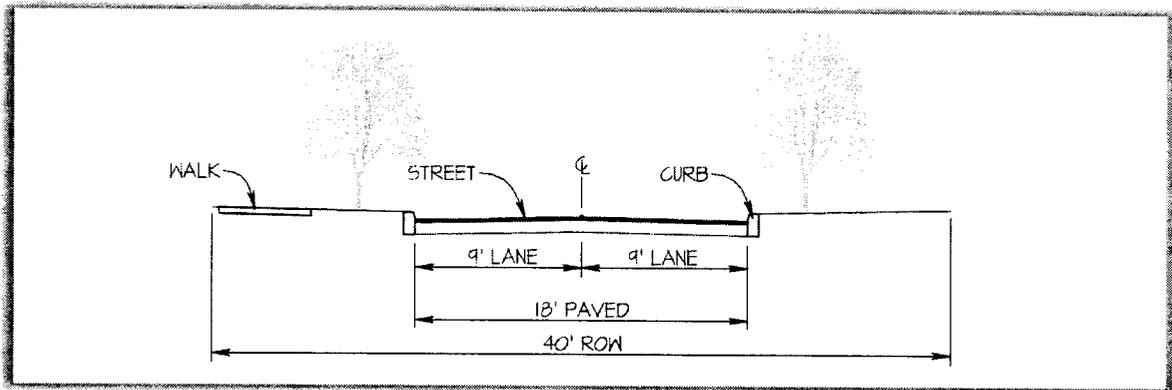


Figure 5.4 – Tertiary Street

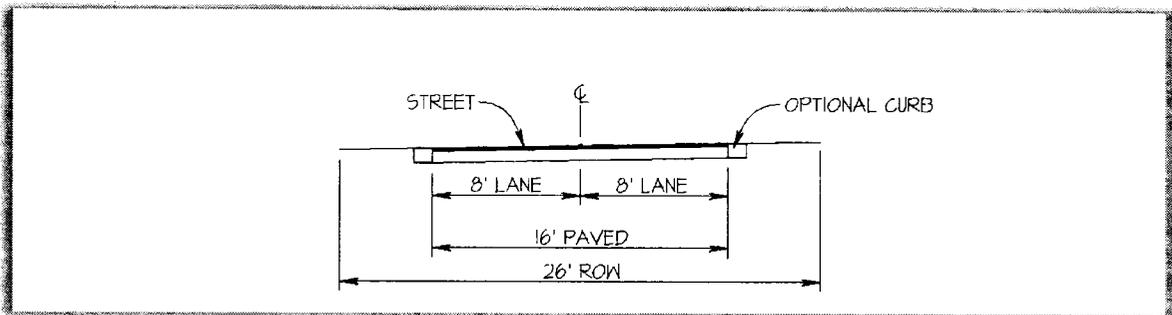


Figure 5.5 – Shared Drive

5.11.5 Street Endings: Street endings will be designed based on service levels. Cul-de-sacs or similar end treatments that provide a continuous flow will be utilized for the highest service levels. T-turnarounds or similar type end treatments that require 3-point turning will be utilized for limited service areas. No end treatment will be required for shared drives that serve 6 residential lots or less. The geometric requirements for Street endings will be in accordance with Table 3, Street Ending Standards and Street Ending Figures 5.6 – 5.8.

Table 3: Street Ending Standards

Section	Min. ROW Width		Min. Pavement Width		Max. Street Length	Max. Number of Lots
	A1 ⁽¹⁾	A2 ⁽¹⁾	B1 ⁽¹⁾	B2 ⁽¹⁾		
Cul-de-Sac A	57' R	N/A	47' R	30'	> 1500'	> 60
Cul-de-Sac B	52' R	N/A	42' R	25'	1500'	60
Cul-de-Sac C	40' R	N/A	30' R	18'	600'	24
T-Turnaround	70'	30'	60'	20'	600'	12
Shared Drive	26'	N/A	16'	5'	300'	6

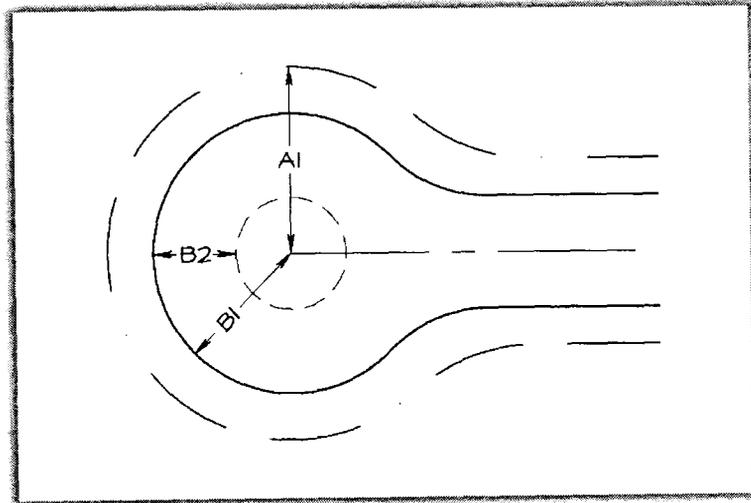


Figure 5.6 – Cul-De-Sac

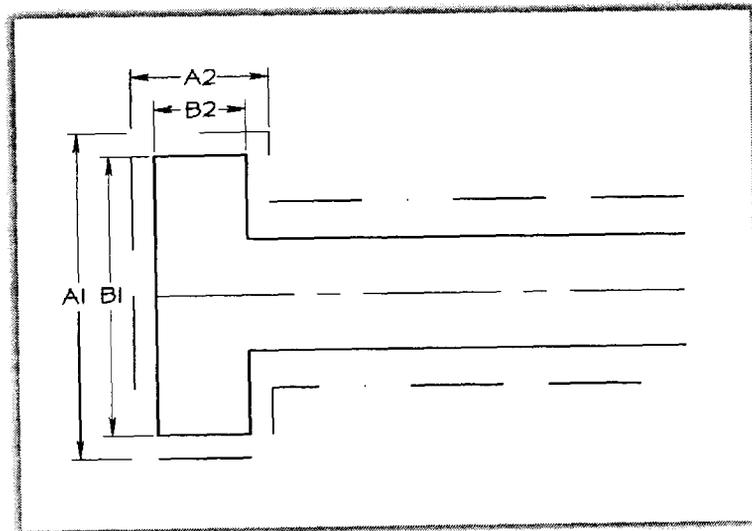


Figure 5.7 – T-Turnaround

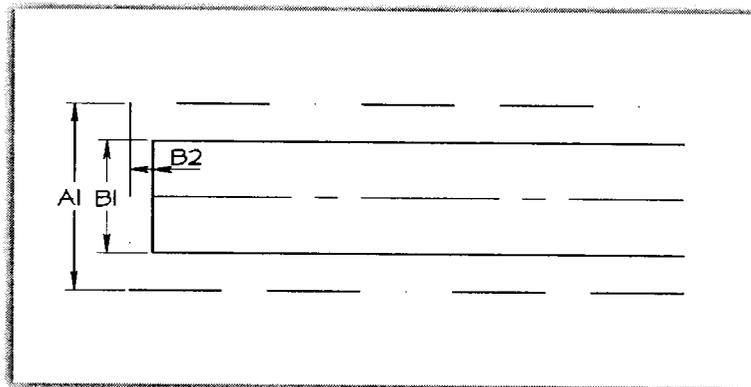


Figure 5.8 – Shared Drive

5.11.6 **Materials:** Paving surface course materials within the development may be asphalt, concrete, segmental unit pavers (brick or concrete pavers), or any combination thereof. Base course materials may be graded aggregate, lime rock, or asphalt. Materials shall be in accordance with FDOT “Standard Specifications for Road and Bridge Construction”.

5.11.7 **Emergency Services:** Streets will be designed in accordance with referenced standards to accommodate emergency/service vehicles and truck traffic.

5.12 CURBS

Streets within the development may be curbed or uncurbed depending upon the type of street and development served as described below. Due to the unique nature of the property and presence of environmentally sensitive lands, it is appropriate for long street segments that do not provide direct access to lots or development to be uncurbed to allow a more rural pastoral street section where drainage and stormwater management can be provided continuously along the roadway section.

5.12.1 **Curbed Streets:** Those portions of the street system that are not rural in nature shall be curbed. For purposes of distinction, rural street segments are defined as segments 500-feet in length or greater without driveways providing direct access to lots or development parcels.

5.12.2 **Uncurbed Streets:** Those portions of the street system rural in nature may be curbed or uncurbed.

5.12.3 **Shared Drives:** Shared drives may be curbed or uncurbed.

5.12.4 **Curb Material and Type:** Materials may be concrete, stone, or segmental unit pavers. Curb shapes may be vertical, sloping, rolled or flat with or without gutter. Curb profiles may be FDOT standard shapes, FDOT modified standard shapes, or custom shapes. Curb sections will not be less than 8 inches in width at the base.

5.13 SIDEWALKS

A pedestrian system will be provided for the development. The pedestrian system will consist of a series of walks/trails to provide connectivity to the various areas of the development. The pedestrian system will not be required adjacent to all roadways, but may meander through the site to allow for a more natural character when desirable. The pedestrian system may be integrated into a multi-use path where appropriate.

5.13.1 Required Locations: For primary and secondary streets with adjacent lots on one or both sides of the street, one sidewalk will be provided adjacent to the street unless meandered for character. For primary and secondary street segments with no adjacent lots, a sidewalk will be provided when necessary to connect walks or provide connectivity to other areas of the development. When no connectivity is required along primary and secondary streets, a sidewalk will not be required. Sidewalks will not be required for tertiary streets that serve less than 12 lots or for shared drives.

5.13.2 Allowable Walk Type: The pedestrian system may be any combination of elevated and on-grade walks.

5.13.3 Allowable Materials: Materials for construction may include timber (boardwalk), asphalt, concrete, segmental unit pavers, shell, aggregate, or natural materials.

5.13.4 Minimum Widths: Widths may vary depending upon the area served and type with widths not less than 4-feet wide for dedicated walks and 8-feet wide for multi-use trails. Widths and design shall be consistent with the ADA requirements.

5.14 PARKING

Parking shall be provided consistent with the demand. Parking may be on-lot, on-street, or any combination thereof and shall consider garage parking when applicable.

5.14.1 Parking Design Standards: Parking design standards will be in accordance with the following standard reference documents. The documents are listed alphabetically by source without regard to importance. Each document is authoritative with regard to parking geometric design. Compliance with the applicable minimum requirements of any listed document will constitute compliance with the referenced standards.

5.14.1.1 The City of Callaway Land Development Regulations.

5.14.1.2 The Institute of Transportation Engineers "Traffic Engineering Handbook".

5.14.1.3 The Urban Land Institute "Dimensions of Parking, 4th Edition".

5.14.2 Parking Rates: Base parking rates shall be in accordance with the City of Callaway LDR. As an alternative, rates may be computed in accordance with "Parking Generation" by the Institute of Transportation Engineers. Alternate modes of transportation may be considered in determining the amount of parking to be provided. Bicycle parking, or personal electric vehicle (PEV) parking may be used to meet parking requirements.

Additionally, pedestrian use shall be considered in computing the amount of parking to be provided. The required parking may be reduced to account for pedestrian use by the pro-rata share of users within 1320-feet of any facility.

5.14.3 On-street Parking: Pavement width for streets as contained in Table 2 shall be increased when on-street parking is provided. Parallel parking stalls shall be a minimum of 7' wide. As an alternative, parking may utilize standards contained in the references adopted herein.

5.14.4 Parking Surface Materials: Materials for parking surfaces shall be durable, stabilized, and dustless and may be either permeable or impermeable. Impermeable materials may be asphalt, concrete, concrete pavers, brick pavers, or any combination thereof. Permeable materials may be either permeable concrete, permeable brick or concrete pavers, stabilized natural materials, or any combination thereof. Permeable surfaces shall not be counted in any intensity calculations. Parking stalls may be developed such that stops or curbing is provided for the front wheels of the vehicle. When such is provided, the front vehicle overhang area may be surfaced with alternate materials that are not required to provide structural support for vehicles and such material may be pervious or impervious and may include materials such as sod.

5.15 OFF-STREET LOADING

Due to the nature of the development and the limited intensity of non-residential development, dedicated off-street loading is optional. When provided, such loading shall comply with the requirements of the City LDR or as an alternate the standards contained in the references adopted herein.

5.16 STORMWATER MANAGEMENT

The development shall include a stormwater management system to regulate stormwater runoff and prevent the discharge of untreated stormwater to environmentally sensitive lands and off-site areas.

5.16.1 Water Quality

5.16.1.1 Comply with the OFW requirements of FAC 62-40, 62-330 and the FDEP ERP Applicant's Handbook.

5.16.2 Water Quantity

5.16.2.1 Comply with requirements of the 62-330 and the FDEP ERP Applicant's Handbook.

5.16.2.2 Flood Routing: The stormwater management system shall be capable of conveying the runoff from the FDEP 25-year storm event without adverse upstream or downstream flooding. Due to the proximity to the bay, flood attenuation shall not be required when it can be demonstrated that a positive

outfall with sufficient capacity to convey the peak discharge from such storm exists.

5.16.2.3 Stormwater Hydrographs: Hydrographs shall be computed using the SCS hydrograph method.

5.16.2.4 Rainfall Distributions: Rainfall distributions for the FDEP required storm events shall be in accordance with the FDEP ERP Applicant's Handbook. Rainfall distributions for any additional modeled storm shall be based on FDOT standard distributions.

5.16.2.5 Rainfall Depth: Rainfall depths shall be in accordance with the FDEP ERP Applicant's Handbook or the National Weather Service Precipitation Frequency Data Server.

5.16.3 Allowable Stormwater Management Facility Types: The storm water management system may use a combination of swales, vegetated natural buffers, retention/detention areas and underground systems to meet the requirements when the design of said systems are consistent with the requirements of the FDEP ERP Applicant's Handbook.

5.16.4 Storm Sewer Materials: Storm sewer pipe may be reinforced concrete, fiber reinforced concrete, PVC, or corrugated polyethylene in accordance with FDOT specifications. Cover requirements for pavement to be in accordance with FDOT Standard Index 205.

5.17 POTABLE WATER AND FIRE PROTECTION

A water distribution system will be constructed as part of the project. The distribution system will be designed in accordance with the requirements of the Florida Department of Environmental Protection and the City of Callaway and will be sized to provide the required domestic and fire flows computed using standard engineering practice.

5.17.1 Fire Hydrants: Fire hydrants will be provided throughout the development to meet spacing requirements and fire flow demand.

5.17.2 Easements: Public systems will be located within a dedicated public right of way or dedicated public easement.

5.17.3 Maintenance: Maintenance of public systems will be by the utility Owner. Such maintenance may require disturbance or removal of infrastructure or improvements owned by others. The utility Owner will not be responsible for repair or replacement of such items when required as part of maintenance activities. At the discretion of the utility Owner, maintenance of public systems may be performed by the Owner's association or contractors thereof. The utility Owner may require supervision, inspection, and/or approval by their personnel, as deemed appropriate, as a condition of maintenance by others.

5.18 SANITARY SEWER

A sanitary sewer system will be constructed as part of the project. The system will be designed in accordance with the requirements of the City of Callaway and the Florida Department of Environmental Protection and will be sized to accommodate the required flows.

5.18.1 Type: The sewer system will be a conventional gravity system with periodic lift stations. Individual on-site sewage treatment and disposal systems (septic systems) will not be allowed.

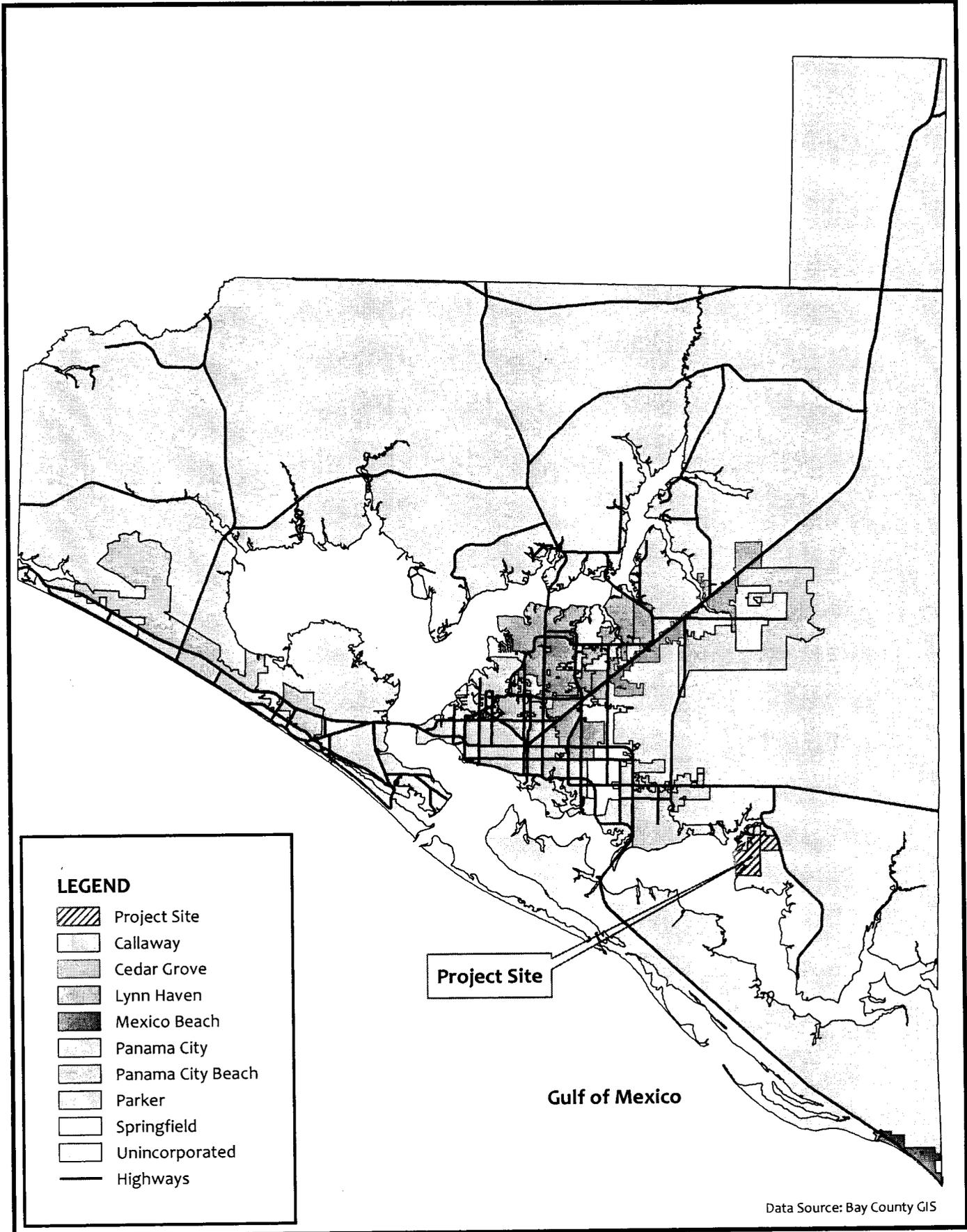
5.18.2 Easements: Public systems will be located within a dedicated public right of way or dedicated public easement.

5.18.3 Lift Stations: Lift stations will be fenced with a minimum 6' fence. Fence type may be chain-link or architectural style fence. Architectural type fences shall be privacy type fences constructed of wood, PVC or other low maintenance material. When architectural type fencing is provided, no landscape screening will be required. A minimum 10 foot paved access drive shall be provided to the lift station for maintenance. Pavement materials shall be consistent with the allowable street materials contained herein. Interior to the fenced area, ground stabilization for areas other than the drive may be by pavement or gravel. Gravel surfaces shall be a minimum of 6 inches thick. Wet wells and valve vaults shall be precast concrete.

5.18.4 Maintenance: Maintenance of public systems will be by the utility Owner. Such maintenance may require disturbance or removal of infrastructure or improvements owned by others. The utility Owner will not be responsible for repair or replacement of such items when required as part of maintenance activities. At the discretion of the utility Owner, maintenance of public systems may be performed by the Owner's association or contractors thereof. The utility Owner may require supervision, inspection, and/or approval by their personnel, as deemed appropriate, as a condition of maintenance by others.

5.19 UTILITY EASEMENTS

Easement locations within the development will be based on the needed location as dictated by the proposed improvements. Standard easement locations along lot lines, parcel boundaries, and property lines will not be provided unless necessary to serve an improvement. Easement widths will be the minimum necessary to provide service to the improvement and will consider widths necessary for removal and replacement of the improvement.

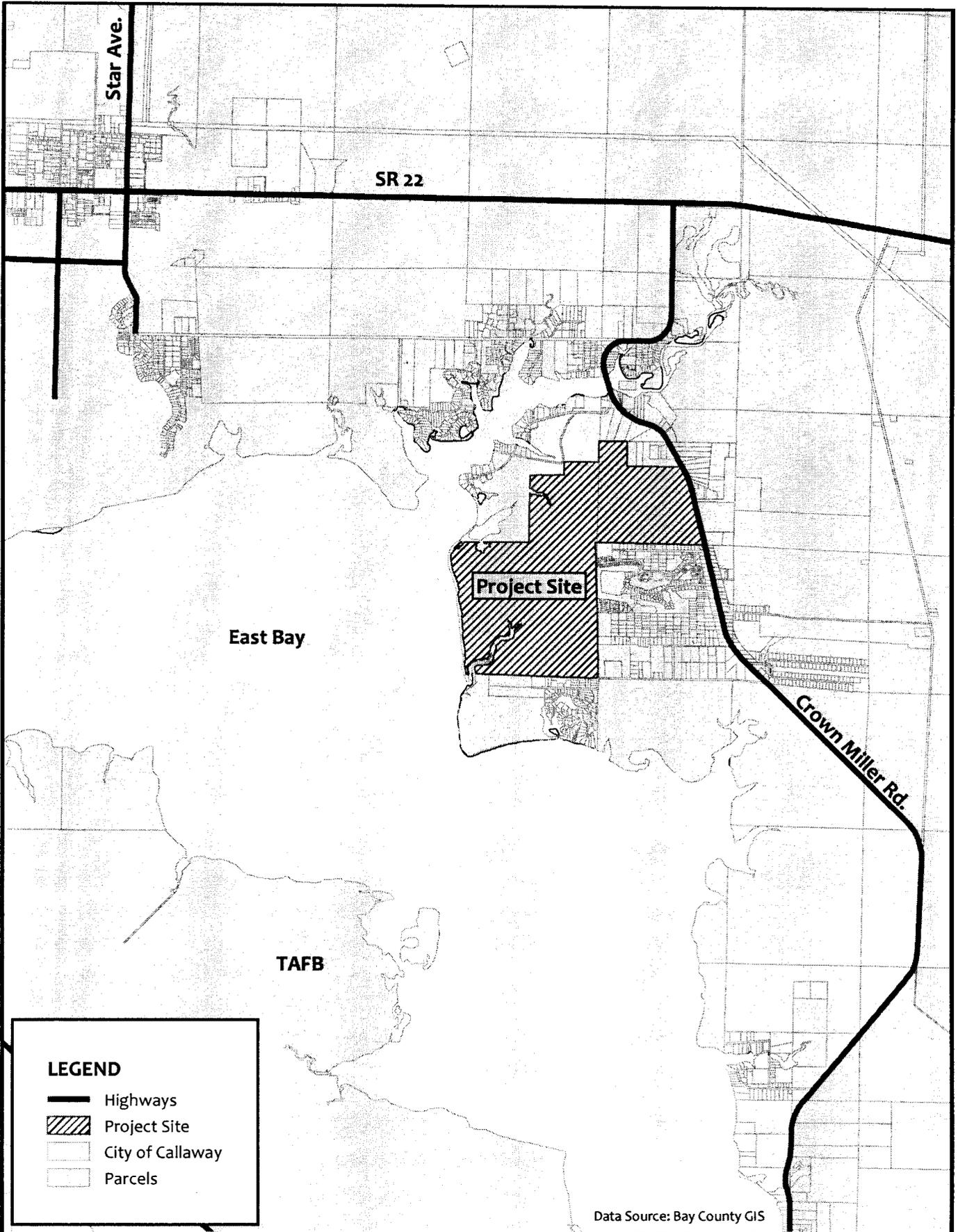


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COUNTY MAP
PRIMROSE BAY
 CALLAWAY FLORIDA



Scale: N.T.S.
 Job No.: 9447
 Date: 08/22/14
 Map 1



LEGEND

-  Highways
-  Project Site
-  City of Callaway
-  Parcels

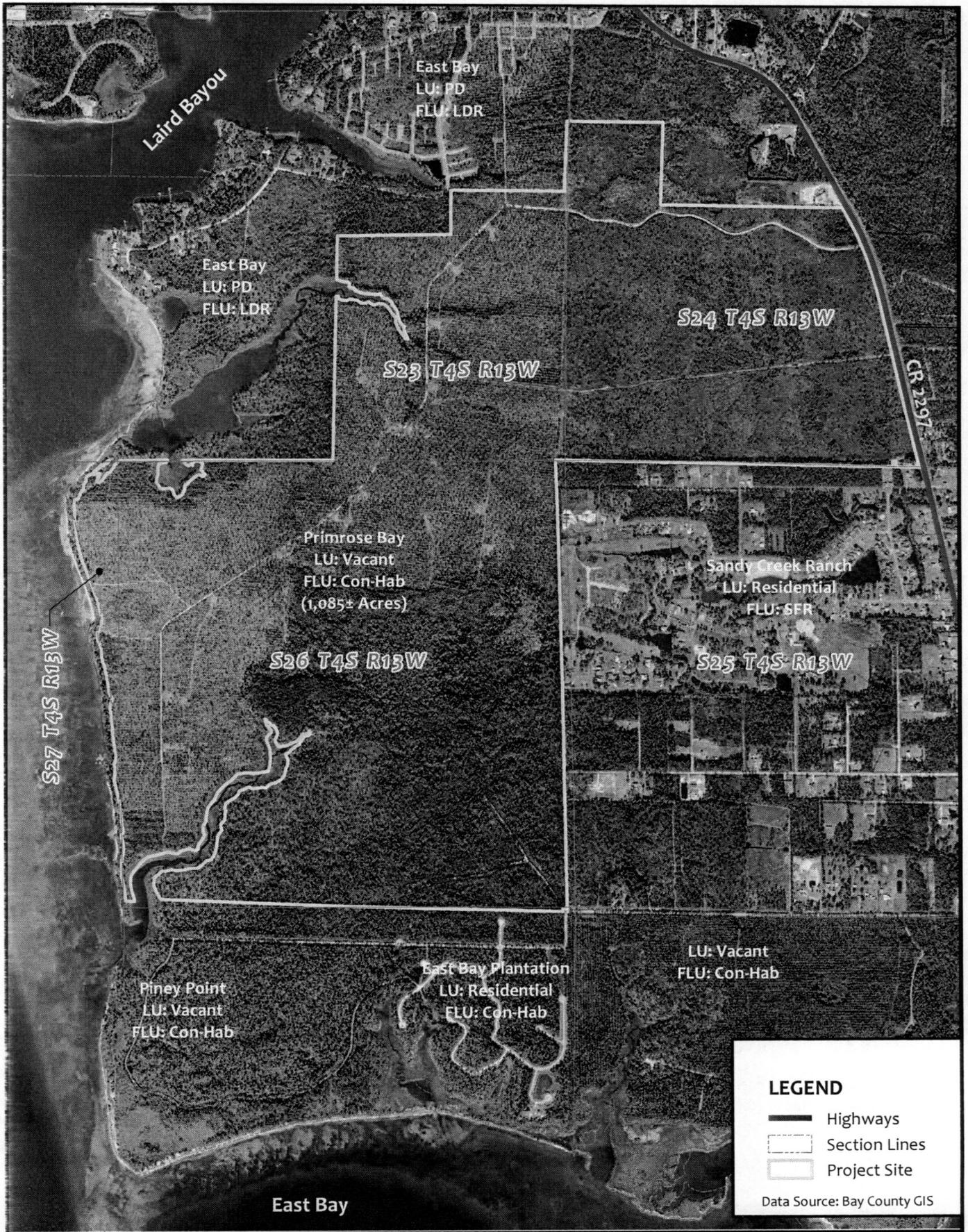
Data Source: Bay County GIS

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VICINITY MAP
PRIMROSE BAY
 CALLAWAY FLORIDA

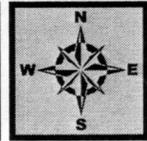


Scale: 1" = 5000'
 Job No.: 9447
 Date: 08/22/14
 Map 2

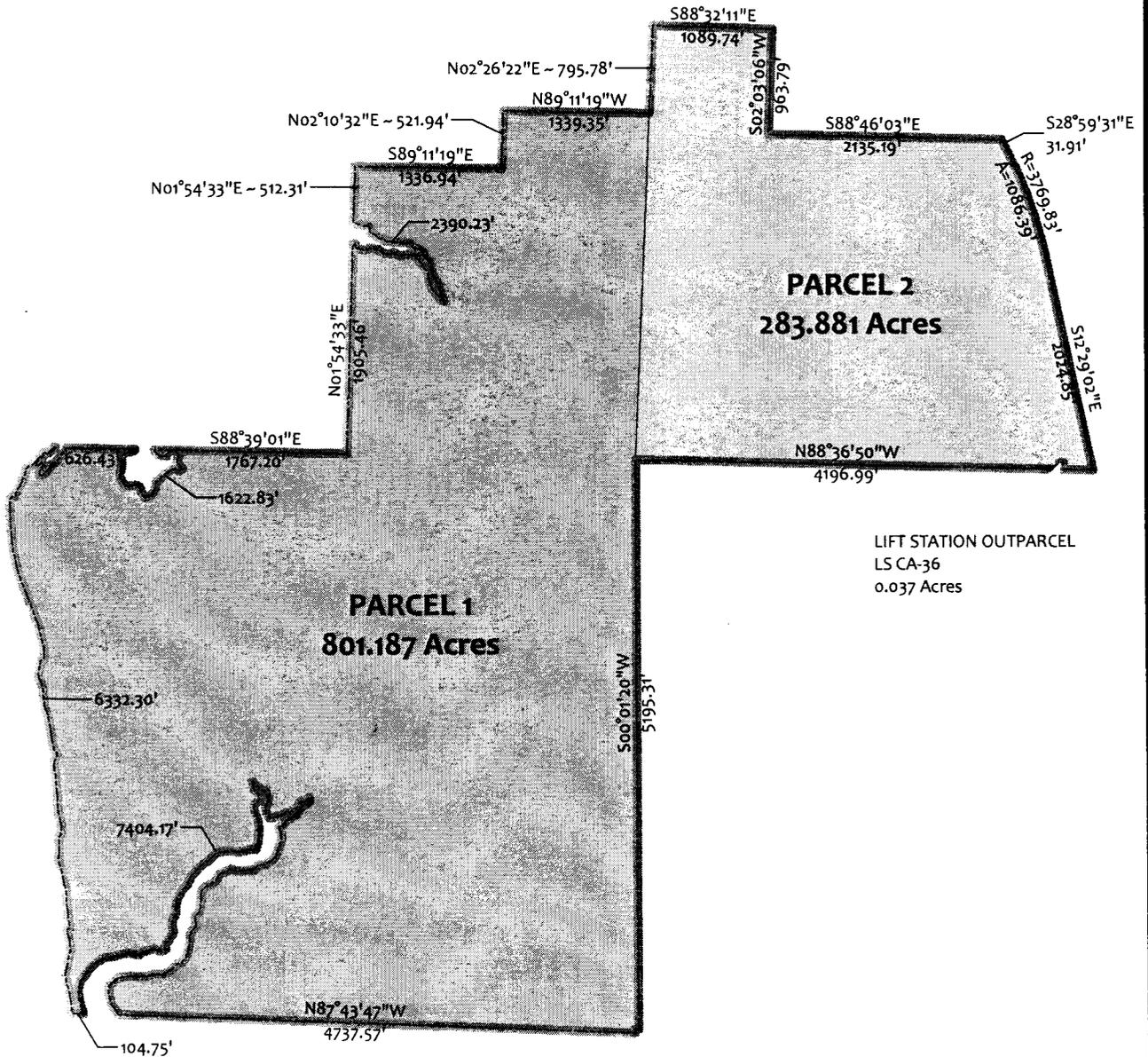


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AERIAL PHOTO 2013
PRIMROSE BAY
CALLAWAY FLORIDA



Scale: 1"=1500'
Job No.: 9447
Date: 08/22/14
Map 3



LEGEND

-  Overall Survey Boundary
-  Parcel 1 Survey Boundary
-  Parcel 2 Survey Boundary
-  Outparcel Survey Boundary

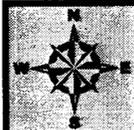
Data Source: Buchanan & Harper boundary survey
 Job No. 9447.11, File No. E-3128, dated 4/9/14.

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**BOUNDARY SURVEY
 PRIMROSE BAY**

CALLAWAY

FLORIDA



Scale: 1"=1500'
 Job No.: 9447
 Date: 08/22/14
 Map 4.1

PARCEL 1:

THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA.

ALSO: THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA, LESS AND EXCEPT THE RIGHT-OF-WAY OF PRIMROSE LANE, ALSO LESS AND EXCEPT THE RIGHT OF WAY OF PRIMROSE STREET.

ALSO: SECTION 26, TOWNSHIP 4 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA. LESS AND EXCEPT THE SOUTH 33 FEET OF THE EAST 33 FEET OF SAID SECTION 26.

AND ALSO: SECTION 27, TOWNSHIP 4 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA.

LESS AND EXCEPT THAT PORTION OF THE WEST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA NORTH OF POSTON ROAD.

LESS AND EXCEPT ANY PORTION OF THE ABOVE DESCRIBED PROPERTY THAT CONSTITUTES SOVEREIGNTY LANDS.

ALSO LESS AND EXCEPT FROM PARCEL 1 ABOVE, THAT CERTAIN PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF SECTIONS 14 AND 23, TOWNSHIP 4 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA, FURTHER DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 13 WEST, IN BAY COUNTY, FLORIDA; THENCE SOUTH 02 DEGREES 26 MINUTES 22 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 23 FOR A DISTANCE OF 2113.56 FEET; THENCE NORTH 89 DEGREES 11 MINUTES 19 SECONDS WEST FOR A DISTANCE OF 1339.35 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23; THENCE ALONG SAID WEST LINE NORTH 02 DEGREES 10 MINUTES 32 SECONDS EAST FOR A DISTANCE OF 1849.01 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTH AND ON THE SOUTHERLY RIGHT-OF-WAY OF POSTON PARKWAY, A COUNTY MAINTAINED ROADWAY WITH A 66 FOOT RIGHT-OF-WAY AS RECORDED IN DEED BOOK 240, PAGE 179 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, HAVING A RADIUS OF 2842.38 FEET AND A DELTA ANGLE OF 11 DEGREES 55 MINUTES 49 SECONDS WITH A CHORD BEARING OF NORTH 86 DEGREES 19 MINUTES 50 SECONDS EAST AND A CHORD DISTANCE OF 590.77 FEET; THENCE PROCEED ALONG SAID CURVE A DISTANCE OF 591.84 FEET TO A POINT OF TANGENCY; THENCE SOUTH 87 DEGREES 40 MINUTES 55 SECONDS EAST FOR A DISTANCE OF 48.33 FEET; THENCE NORTH 02 DEGREES 00 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 213.16 FEET TO THE SOUTH LINE OF SECTION 14; THENCE SOUTH 89 DEGREES 41 MINUTES 16 SECONDS EAST ALONG SAID SECTION LINE A DISTANCE OF 38.97 FEET; THENCE DEPARTING THE NORTH LINE OF SECTION 14, NORTH 02 DEGREES 10 MINUTES 42 SECONDS EAST FOR A DISTANCE OF 410.10 FEET TO A POINT ON THE APPROXIMATE MEAN HIGH WATER LINE OF COOK BAYOU; THENCE SOUTHEASTERLY ALONG THE MEAN HIGH WATER LINE APPROXIMATELY 675 FEET TO A POINT BEARING NORTH 02 DEGREES 00 MINUTES 20 SECONDS EAST ALONG THE EAST LINE OF SECTION 14, AND 329.27 FEET FROM THE SOUTHEAST CORNER OF CORNER SECTION 14; THENCE SOUTH 02 DEGREES 00 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 329.27 FEET TO THE POINT OF BEGINNING.

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PARCEL 1 LEGAL DESCRIPTION
PRIMROSE BAY
CALLAWAY **FLORIDA**



Scale: N.T.S.
Job No.: 9447
Date: 08/22/14
Map: **4.2**

PARCEL 2:

BEGIN AT THE SOUTHWEST CORNER OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA; THENCE NORTH 01 DEGREE 03 MINUTES 41 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 24 FOR 2638.79 FEET TO THE WEST QUARTER CORNER; THENCE NORTH 00 DEGREES 59 MINUTES 28 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 24 FOR 1317.70 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE SOUTH 89 DEGREES 56 MINUTES 58 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SAID SECTION 24 FOR 1270.88 FEET; THENCE SOUTH 00 DEGREES 38 MINUTES 19 SECONDS WEST FOR 962.32 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 04 SECONDS EAST FOR 1954.43 FEET TO THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 2297; THENCE SOUTH 30 DEGREES 25 MINUTES 51 SECONDS EAST ALONG THE WEST RIGHT-OF-WAY LINE FOR 32.28 FEET TO THE PC OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 3769.83 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 1085.47 FEET, SAID ARC HAVING A CHORD OF 1081.72 FEET BEARING SOUTH 22 DEGREES 10 MINUTES 58 SECONDS EAST TO THE PT OF SAID CURVE; THENCE SOUTH 13 DEGREES 56 MINUTES 00 SECONDS EAST ALONG SAID WEST RIGHT-OF-WAY LINE FOR 2025.18 FEET TO THE SOUTH LINE OF SAID SECTION 24; THENCE SOUTH 89 DEGREES 57 MINUTES 04 SECONDS WEST ALONG SAID SOUTH LINE FOR 4198.65 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

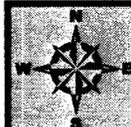
COMMENCE AT THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTH HALF OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA; THENCE SOUTH 89 DEGREES 56 MINUTES 58 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTH HALF OF THE NORTH HALF FOR 1089.74 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEGREES 56 MINUTES 58 SECONDS EAST ALONG SAID SOUTH LINE FOR 361.87 FEET; THENCE SOUTH 00 DEGREES 38 MINUTES 19 SECONDS WEST FOR 962.32 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 04 SECONDS WEST FOR 361.89 FEET; THENCE NORTH 00 DEGREES 38 MINUTES 19 SECONDS EAST FOR 963.79 FEET TO THE POINT BEGINNING.

ALSO LESS AND EXCEPT FROM PARCEL 2 ABOVE, THAT CERTAIN PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND ST. JOE PAPER COMPANY CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 4 SOUTH RANGE 13 WEST, BAY COUNTY, FLORIDA AND RUN THENCE NORTH 89 DEGREES 27 MINUTES 38 SECONDS WEST, ALONG THE SOUTH BOUNDARY LINE OF SAID SECTION 24, FOR A DISTANCE OF 1081.51 FEET TO A FOUND CONCRETE MONUMENT NO. 2372 ON THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 2297, THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE CONTINUE NORTH 89 DEGREES 28 MINUTES 00 SECONDS WEST, ALONG SAID SOUTH BOUNDARY LINE, FOR A DISTANCE OF 311.55 FEET; THENCE LEAVING SAID SOUTH BOUNDARY LINE RUN NORTH 00 DEGREES 32 MINUTES 00 SECONDS EAST, FOR A DISTANCE OF 20.00 FEET TO THE POINT BEGINNING; THENCE CONTINUE NORTH 00 DEGREES 32 MINUTES 00 SECONDS EAST, FOR A DISTANCE OF 40.00 FEET; THENCE SOUTH 89 DEGREES 28 MINUTES 00 SECONDS EAST, FOR A DISTANCE OF 40.00 FEET; THENCE SOUTH 00 DEGREES 32 MINUTES 00 SECONDS WEST, FOR A DISTANCE OF 40.00 FEET; THENCE NORTH 89 DEGREES 28 MINUTES 00 SECONDS WEST, FOR A DISTANCE OF 40.00 FEET TO THE POINT BEGINNING.

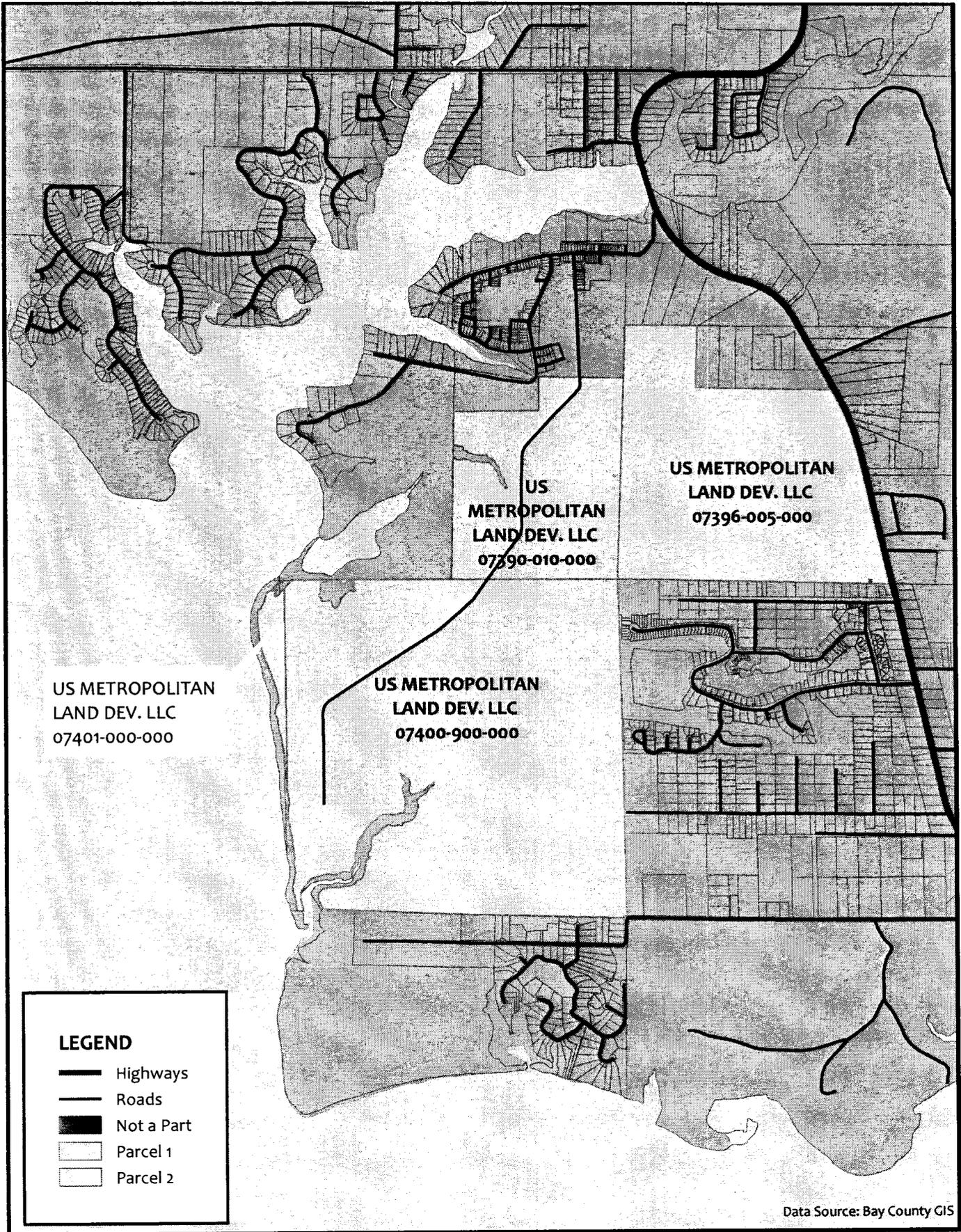
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PARCEL 2 LEGAL DESCRIPTION
PRIMROSE BAY
CALLAWAY FLORIDA



Scale: N.T.S.
Job No.: 9447
Date: 08/22/14
Map **4.3**

SECTION 6 – MAPS

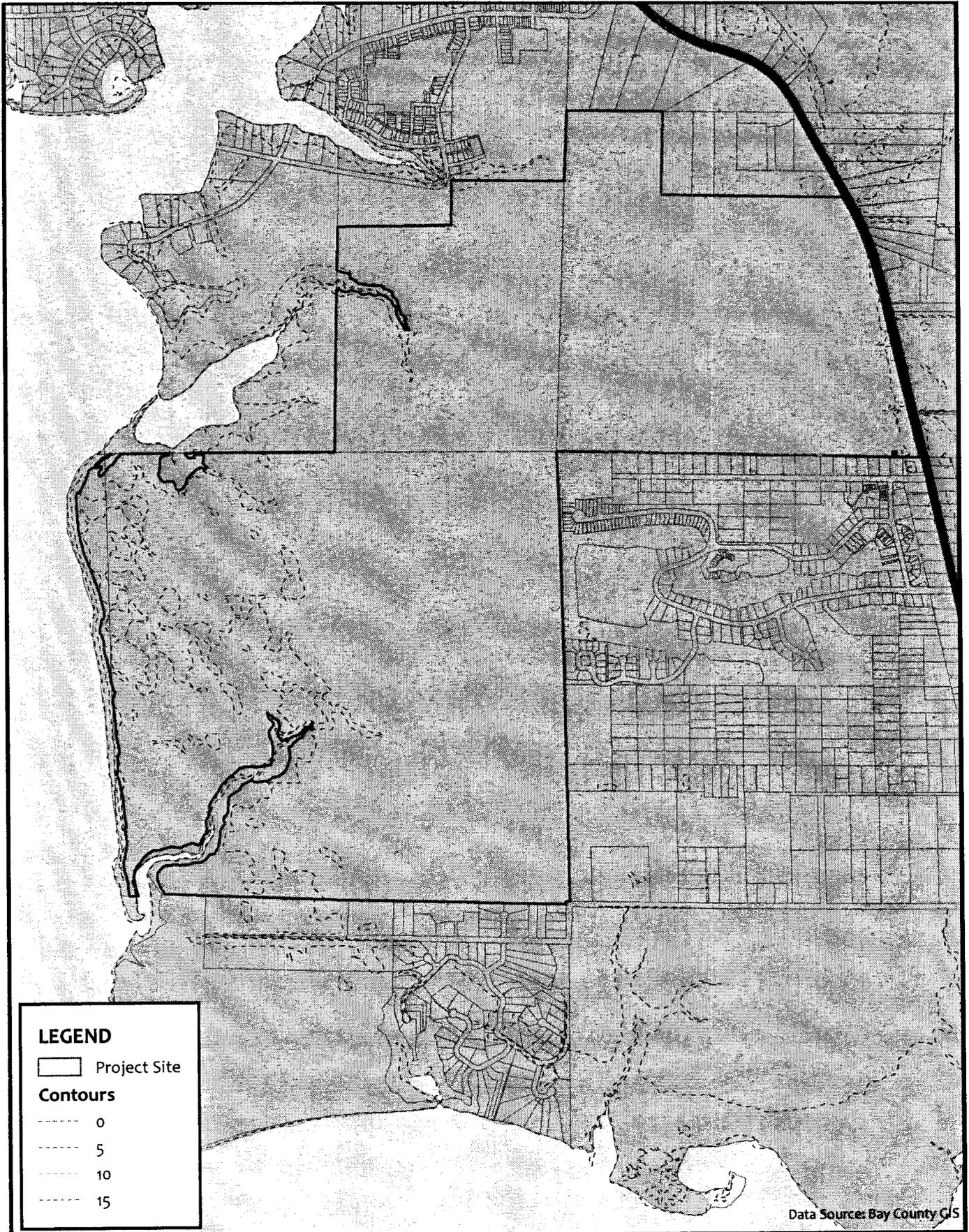


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PARCEL MAP
PRIMROSE BAY
 CALLAWAY FLORIDA



Scale: 1"=2000'
 Job No.: 9447
 Date: 08/22/14
 Map **5**



LEGEND

Project Site

Contours

- 0
- 5
- 10
- 15

Data Source: Bay County GIS

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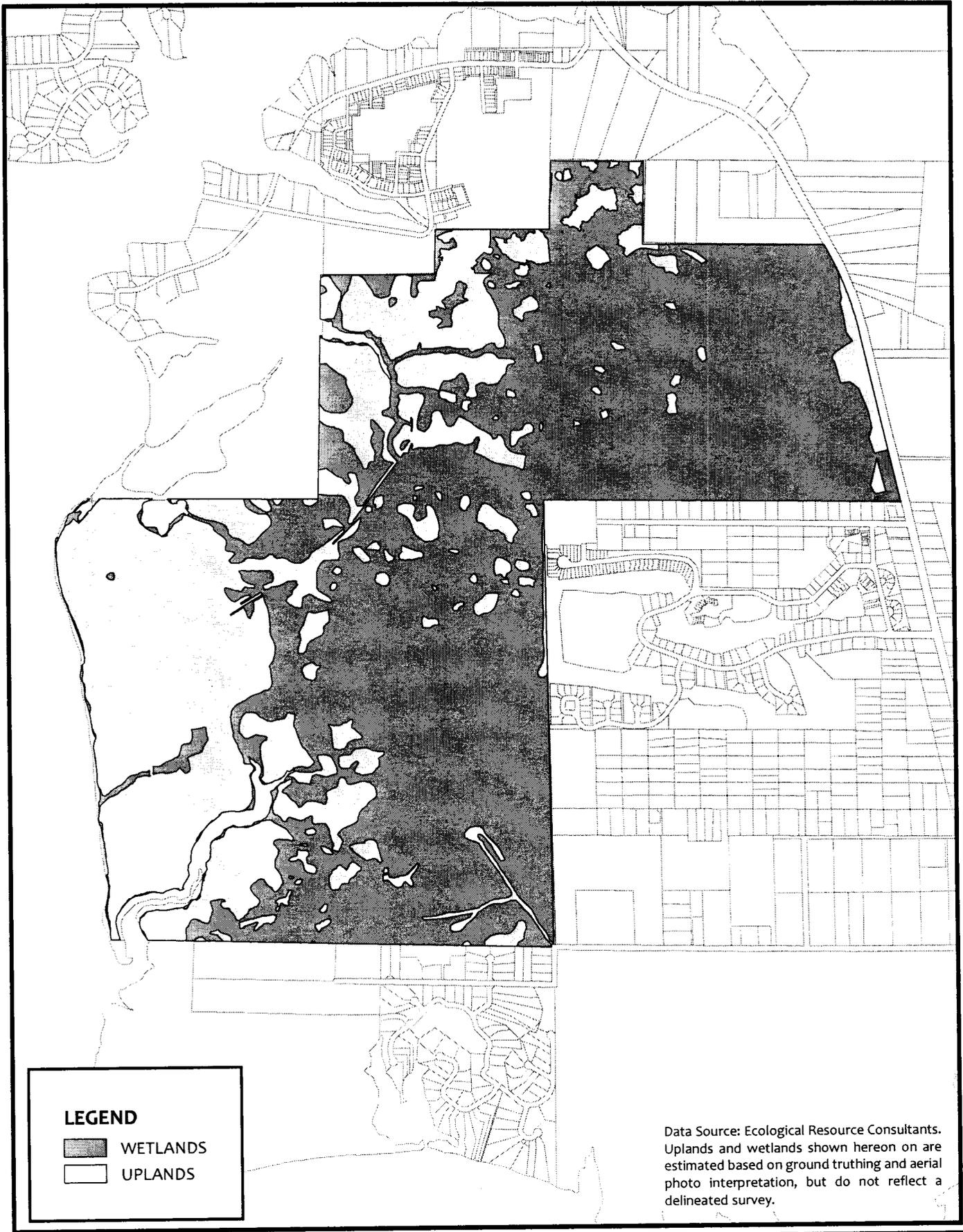
**TOPOGRAPHY
 PRIMROSE BAY**

CALLAWAY

FLORIDA



Scale: 1"=1500'
 Job No.: 9447
 Date: 08/22/14
 Map: **6**



LEGEND

-  WETLANDS
-  UPLANDS

Data Source: Ecological Resource Consultants.
 Uplands and wetlands shown hereon are estimated based on ground truthing and aerial photo interpretation, but do not reflect a delineated survey.

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**WETLANDS MAP
 PRIMROSE BAY**

CALLAWAY

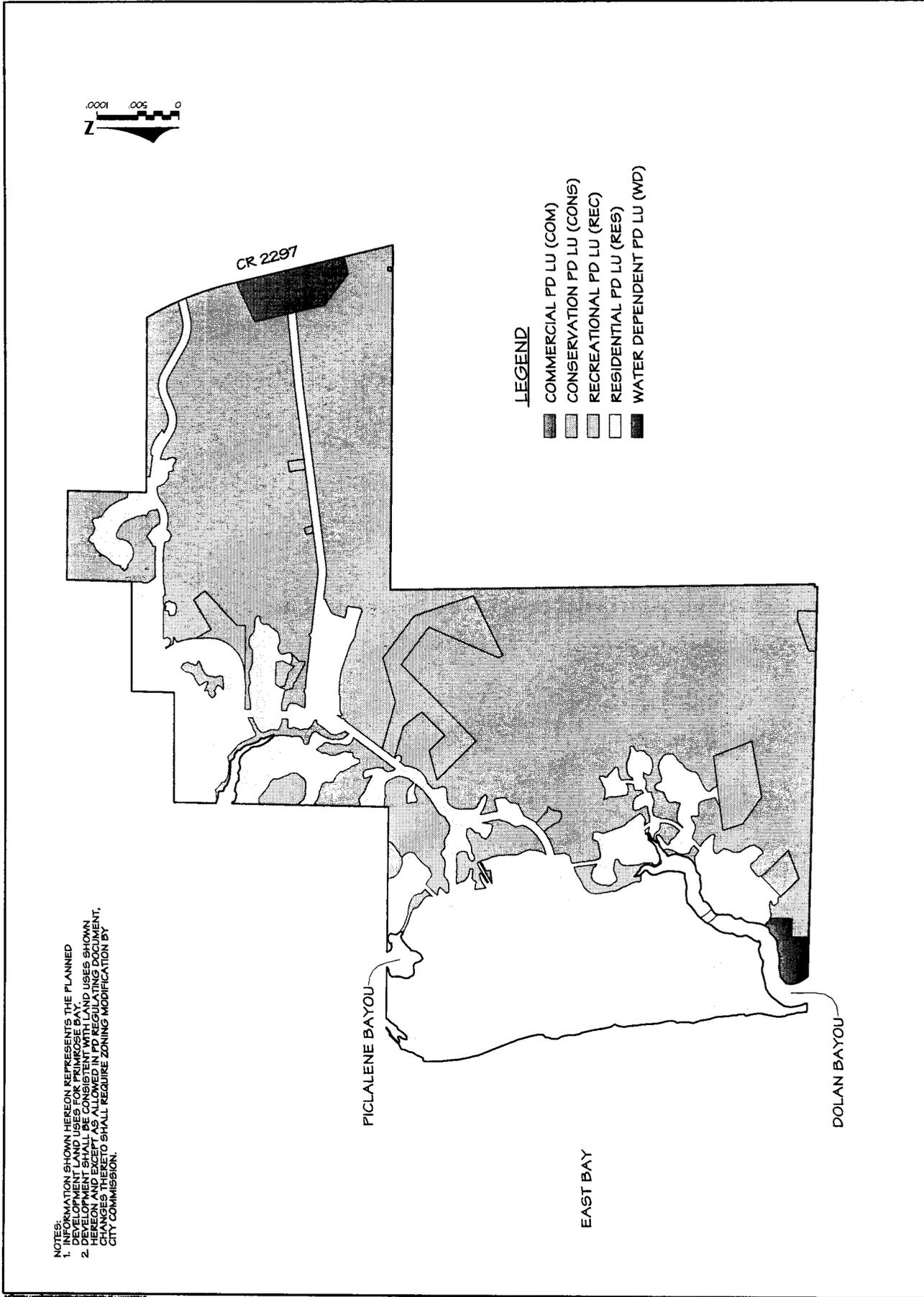
FLORIDA



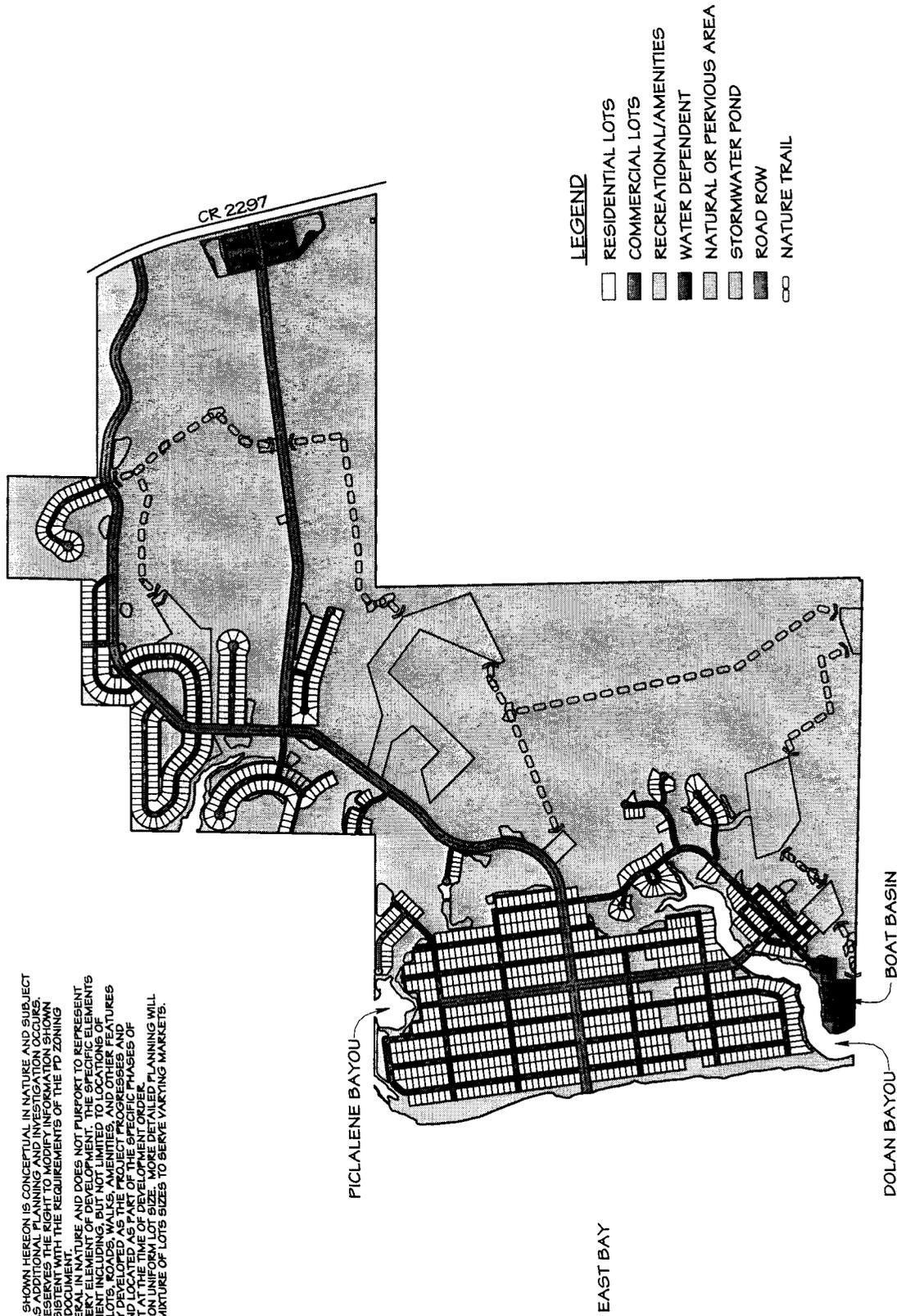
Scale: 1"=1500'
 Job No.: 9447
 Date: 08/22/14
 Map 7

SECTION 7 – PLANS

PLANNED DEVELOPMENT LAND USE PLAN PRIMROSE BAY FLORIDA CANTWAY		SHEET NO. 1 SHEET TOTAL 1 DATE: 11/15/2011 DRAWN BY: J. HANCOCK CHECKED BY: J. HANCOCK SCALE: AS SHOWN
ELEVATION REF: OF 500 145.00M BEARING REF. ASSUMED SOUTH FROM NORTH LINE		DRAWN BY: J. HANCOCK CHECKED BY: J. HANCOCK
BUCHANAN & HARTER, INC. PLANNING & SURVEYING 1000 W. 10TH STREET, SUITE 100 MIAMI CITY, FLORIDA 33136 PHONE: (305) 371-1000 FAX: (305) 371-1001 WWW.BUCHANAN-HARTER.COM		REVISIONS DATE BY DESCRIPTION



- NOTES:
1. INFORMATION SHOWN HEREON IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE AS ADDITIONAL PLANNING AND INVESTIGATION OCCURS.
 2. DEVELOPER RESERVES THE RIGHT TO MODIFY INFORMATION SHOWN HEREON CONSISTENT WITH THE REQUIREMENTS OF THE PD ZONING PLAN IS GENERAL IN NATURE AND DOES NOT PURPORT TO REPRESENT EACH AND EVERY ELEMENT OF DEVELOPMENT. THE SPECIFIC ELEMENTS OF DEVELOPMENT INCLUDING, BUT NOT LIMITED TO LOCATIONS OF RESOURCES, LOTS, ROADS, WALKS, AMENITIES, AND OTHER FEATURES ARE TO BE IDENTIFIED AND LOCATED AS PART OF THE SPECIFIC PHASES OF DEVELOPMENT AT THE TIME OF DEVELOPMENT ORDER.
 3. PLAN BASED ON UNIFORM LOT SIZE. MORE DETAILED PLANNING WILL CONSIDER A MIXTURE OF LOTS SIZES TO SERVE VARYING MARKETS.



- LEGEND**
- RESIDENTIAL LOTS
 - COMMERCIAL LOTS
 - RECREATIONAL/AMENITIES
 - WATER DEPENDENT
 - NATURAL OR PERVIOUS AREA
 - STORMWATER POND
 - ROAD ROW
 - NATURE TRAIL

REVISIONS DATE BY DESCRIPTION		BUCHANAN & HARTER, INC. DIRECTOR OF PLANNING & DESIGN 11000 UNIVERSITY BLVD., SUITE 100 FORT WORTH, TEXAS 76134 PHONE: (817) 339-1100 FAX: (817) 339-1101 WWW.BUCHANAN-HARTER.COM		DRAWN BY: JBL CHECKED BY: JBL DATE: 10/15/2014 PROJECT: EAST BAY		GALWAY PRIMROSE BAY FLORIDA		SCALE: 1" = 200' DATE: 10/15/2014 DRAWN BY: JBL CHECKED BY: JBL PROJECT: EAST BAY		MP-1 SHEET
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SECTION 8 - APPLICATION

PLANNING BOARD RECOMMENDATION

Recommendation on the Zoning Application by, U.S. Metropolitan Land Development, LLC to establish the Primrose Bay Planned Development at the property near Highway 2297.

Date: February 17, 2015

Planning Board Recommendation:

The Planning Board hereby recommends a transmittal of **approval** to the City Commission on the Zoning Application by, U.S. Metropolitan Land Development, LLC to establish the Primrose Bay Planned Development at the property near Highway 2297.

Contingencies: _____



Chairman

**City of Callaway Board of Commissioners
Agenda Item Summary**

March 10, 2015

Discussion on City Manager Marcus Collins' Pay for Compensatory Time and Administrative Leave

1. PLACED ON AGENDA BY:

Bob Pelletier, Commissioner, Ward 3

2. AGENDA:

- | | |
|----------------|-------------------------------------|
| PRESENTATION | <input type="checkbox"/> |
| PUBLIC HEARING | <input type="checkbox"/> |
| CONSENT | <input type="checkbox"/> |
| OLD BUSINESS | <input type="checkbox"/> |
| REGULAR | <input checked="" type="checkbox"/> |

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

N/A

4. BACKGROUND: (WHY, WHAT, WHO, WHERE, WHEN, HOW, & IDENTIFY ALL ATTACHMENTS)

In reviewing Mr. Collins' pay register for FY14, I noticed that he was paid \$865.00 for Compensatory Time [Sec. 5.10 of the Personnel Manual, states that non-exempt employees can be granted Comp Time, but it says nothing about exempt employees] and \$432.00 in Administrative Leave [Sec. 6.14(d) states that the Commission/Mayor shall grant administrative leave to the City Manager at their discretion]. I have asked City Manager Fuller and City Clerk Hirth to review minutes to insure the Commission has approved. No record was found.

ATTACHMENT:

- Pay Register for FY14 - City Manager Marcus Collins
- Verification on Months Paid for Comp Time and Administrative Time

5. REQUESTED MOTION/ACTION:

Send Mr. Collins a letter requesting he reimburse the City for funds paid to him while on Compensatory Time and Administrative Leave.

Payroll

Pay Type Register



User: Johnson.P
 Printed: 02/25/2015 - 3:34PM
 Check Date Range: 09/01/2013 to 05/08/2014
 Period Date Range: All
 Batch Info: All
 Pay Types: A, AA, B, C, CB, CP, FS, H, O, OC, PA, R, RE, Retro, S, SA, SF, SL, SP, V, VP

Employee	Pay Type	Description	Hours	Amount
CollinsM				
	Collins, Marcus M			
	A	Admin	10.00	432.70
	B	Special One-Time Comp	0.00	200.00
	C	Comp Time	20.00	865.40
	H	Holiday	85.00	3,677.95
	PA	Cell Phone Allowance	0.00	450.00
	R	Regular	1,265.00	54,736.55
	S	Sick	20.00	865.40
	SF	Sick Family	10.00	432.70
	V	Vacation	30.00	1,298.10
		Employee Total	1,440.00	62,958.80
		Report Total	1,440.00	62,958.80

City of Callaway Board of Commissioners Agenda Item Summary

March 10, 2015

Discussion on City Manager Marcus Collins' Pay for Compensatory Time and Administrative Leave

1. PLACED ON AGENDA BY:

Bob Pelletier, Commissioner, Ward 3

2. AGENDA:

- | | |
|----------------|-------------------------------------|
| PRESENTATION | <input type="checkbox"/> |
| PUBLIC HEARING | <input type="checkbox"/> |
| CONSENT | <input type="checkbox"/> |
| OLD BUSINESS | <input type="checkbox"/> |
| REGULAR | <input checked="" type="checkbox"/> |

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

N/A

4. BACKGROUND: (WHY, WHAT, WHO, WHERE, WHEN, HOW, & IDENTIFY ALL ATTACHMENTS)

In reviewing Mr. Collins' pay register for FY14, I noticed that he was paid \$865.00 for Compensatory Time [Sec. 5.10 of the Personnel Manual, states that non-exempt employees can be granted Comp Time, but it says nothing about exempt employees] and \$432.00 in Administrative Leave [Sec. 6.14(d) states that the Commission/Mayor shall grant administrative leave to the City Manager at their discretion]. I have asked City Manager Fuller and City Clerk Hirth to review minutes to insure the Commission has approved. No record was found.

ATTACHMENT:

- Pay Register for FY14 - City Manager Marcus Collins
- Verification on Months Paid for Comp Time and Administrative Time

5. REQUESTED MOTION/ACTION:

Send Mr. Collins a letter requesting he reimburse the City for funds paid to him while on Compensatory Time and Administrative Leave.

Payroll

Payroll Register

User: Johnson.P
 Printed: 03/04/2015 - 4:07 PM



Department: 512		Name: Marcus M Collins		Department: 512							
Employee No:	COLLNSM	Rate Code	Shift Code	Hours	Hourly Rate	Gross Wages	Ded Amount	Ben Amount	Task	W/C	G/L Account
Check Number:	0	Period:	9/24/2013 - 10/7/2013	0.00		50.00				8810	
Pay/Ded/Ben		Rate Code	Shift Code	80.00	43.27000	3,461.60				8810	
PA	Cell Phone Allowance						383.96				
R	Regular						217.72				
FED	Federal Income Tax						103.85				
FICA	FICA Employee Portion						50.92				
FRS3%	FRS 3% Employee Contribution						2,755.15				
MEDI	Medicare Employee Portion							217.72			
ZZWELL	% Wells Fargo							633.82			
FICAR	FICA Employer Portion							3.90			
FRS	Florida Retirement Contrib.							50.92			
LIFE	City Life Ins										
MEDIR	Medicare Employer Portion										
Totals:				80.00		3,511.60	3,511.60	906.36			
Federal Gross:	3,407.75	State Gross:		0.00	FICA Gross:	3,511.60	Medicare Gross:		3,511.60	Other Gross:	0.00
Retirement Gross:	3,461.60	FLSA Gross:		0.00	Gross Wages:	3,511.60	Net Amount:		0.00	Retirement 2 Gross:	0.00
Check Number:	0	Period:	10/8/2013 - 10/21/2013								
Pay/Ded/Ben		Rate Code	Shift Code	Hours	Hourly Rate	Gross Wages	Ded Amount	Ben Amount	Task	W/C	G/L Account
A	Admin			10.00	43.27000	432.70				8810	
R	Regular			20.00	43.27000	865.40				8810	
S	Sick			20.00	43.27000	865.40				8810	
V	Vacation			30.00	43.27000	1,298.10				8810	
FED	Federal Income Tax						376.45				
FICA	FICA Employee Portion						214.62				
FRS3%	FRS 3% Employee Contribution						103.85				
MEDI	Medicare Employee Portion						50.19				
ZZWELL	% Wells Fargo						2,716.49				
FICAR	FICA Employer Portion							214.62			
FRS	Florida Retirement Contrib.							633.82			

Marcus Collins

From: Mayor Abbott [mayorabbott@cityofcallaway.com]

Sent: Wednesday, September 11, 2013 12:55 PM

To: Marcus Collins

Subject: Re: leave

Keep an accurate log of work hours/comp time. Ensure a copy is placed in your files. This becomes the basis for granting such leave.

Sent from my Kindle Fire 

From: Marcus Collins <citymanager@cityofcallaway.com>

Sent: Wed Sep 11 12:26:43 CDT 2013

To: mayorabbott@cityofcallaway.com, 'Pamn Henderson' <commissionerhenderson@cityofcallaway.com>, commissionerotano@cityofcallaway.com, commissionerdelapp@cityofcallaway.com, commissionerhollister@cityofcallaway.com, 'Larry Johnson' <ljohnson@cityofcallaway.com>

Subject: leave

Mayor, Commissioner

I am requesting leave for October 14th through 17th if approved I will be asking Mr., Larry Johnson (Pubic Works Director) to fill in as acting City Manager during my absence. As of now I only have 30th hours of vacation leave I am requesting 10 hours of administrative leave. Please respond at your earliest convenience.

Sincerely
Marcus Collins
City Manager

No virus found in this message.

Checked by AVG - www.avg.com

Version: 2013.0.3392 / Virus Database: 3222/6655 - Release Date: 09/11/13

9/11/2013

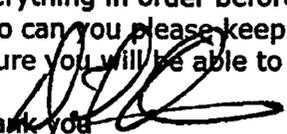
Sandy Hirth

From: commissionerotano@cityofcallaway.com
Sent: Thursday, September 12, 2013 10:50 AM
To: Marcus Collins
Cc: Sandy Hirth
Subject: RE: leave

Marcus,

I have no problem with you taking those days off, as we are aware that you have everything in order before you leave.

Also can you please keep track of your comp time hours from here on out so in the near future you will be able to use those hours

Thank you 

Commissioner Otano

----- Original Message -----

Subject: leave

From: "Marcus Collins" <citymanager@cityofcallaway.com>

Date: Wed, September 11, 2013 10:26 am

To: <mayorabbott@cityofcallaway.com>, "Pamn Henderson" <commissionerhenderson@cityofcallaway.com>, <commissionerotano@cityofcallaway.com>, <commissionerdelapp@cityofcallaway.com>, <commissionerhollister@cityofcallaway.com>, "Larry Johnson" <ljohnson@cityofcallaway.com>

Mayor, Commissioner

I am requesting leave for October 14th through 17th if approved I will be asking Mr., Larry Johnson (Pubic Works Director) to fill in as acting City Manager during my absence. As of now I only have 30th hours of vacation leave I am requesting 10 hours of administrative leave. Please respond at your earliest convenience.

Sincerely
Marcus Collins
City Manager

No virus found in this message.

Checked by AVG - www.avg.com

Version: 2013.0.3408 / Virus Database: 3222/6659 - Release Date: 09/12/13

Marcus Collins

From: commissionerhollister@cityofcallaway.com
Sent: Wednesday, September 11, 2013 12:37 PM
To: Marcus Collins
Subject: RE: leave

Good by me----R Hollister

Approval to have comp. time 
9/16/13

----- Original Message -----

Subject: leave
From: "Marcus Collins" <citymanager@cityofcallaway.com>
Date: Wed, September 11, 2013 10:26 am
To: <mayorabbott@cityofcallaway.com>, "Pamn Henderson" <commissionerhenderson@cityofcallaway.com>, <commissionerotano@cityofcallaway.com>, <commissionerdelapp@cityofcallaway.com>, <commissionerhollister@cityofcallaway.com>, "Larry Johnson" <ljohnson@cityofcallaway.com>

Mayor, Commissioner

I am requesting leave for October 14th through 17th if approved I will be asking Mr., Larry Johnson (Pubic Works Director) to fill in as acting City Manager during my absence. As of now I only have 30th hours of vacation leave I am requesting 10 hours of administrative leave. Please respond at your earliest convenience.

Sincerely
Marcus Collins
City Manager

No virus found in this message.
Checked by AVG - www.avg.com
Version: 2013.0.3392 / Virus Database: 3222/6655 - Release Date: 09/11/13

Marcus Collins

From: Sandy Hirth [shirth@cityofcallaway.com]
Sent: Wednesday, September 11, 2013 2:44 PM
To: Marcus Collins
Subject: Comp Time

Mr. Collins -

 Commissioner DeLapp called and asked if I would email you that he approves of you taking off Oct. 14-17, 2013, using 30 hours of annual leave and 10 hours of administrative leave. He also requests that you keep a record of your comp time for future use.

Thank you.

Sandy Hirth
City Clerk
City of Callaway
850-215-6694

No virus found in this message.

Checked by AVG - www.avg.com

Version: 2013.0.3392 / Virus Database: 3222/6655 - Release Date: 09/11/13

9/11/2013

**City of Callaway Board of Commissioners
Agenda Item Summary**

March 10, 2015

Separate Financials for Sandy Creek Acquisition

1. PLACED ON AGENDA BY:

Melba Covey, Commissioner, Ward 1

2. AGENDA:

- PRESENTATION
- PUBLIC HEARING
- CONSENT
- OLD BUSINESS
- REGULAR

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

N/A

4. BACKGROUND: (WHY, WHAT, WHO, WHERE, WHEN, HOW, & IDENTIFY ALL ATTACHMENTS)

Approximately a month ago, I emailed CM Fuller and requested that I would like to schedule a trip with him, PW Dir. Johnson and Utility Supt. Martinez, to the Sandy Creek Subdivision and Private Airstrip Residential site for the purpose of observation and to pose questions that I had relative to the physical condition of the Water and Sewer Infrastructure that Callaway acquired in 2011. At a later date, resident, Bill Brown, inquired as to whether he could join us and CM Fuller concurred. Thursday, February, 26th myself, PWD Johnson, Util. Supt. Martinez and Citizen Bill Brown went to the sites, CM Fuller, was unable to participate due to a personal obligation.

Well in advance of the visit, I had submitted the following questions to PWD Johnson via email through CM Fuller, the following question(s); (1) to his knowledge had the physical condition of the Water and Sewer infrastructure ever been inspected, i.e. water lines pressure tested, type and grade of waterline material, Grinder Pumps electrical and plumbing to ensure they met code, etc.. I also asked PWD Johnson, that if he did not know the answer to this question, would he please check with some of the long term PW employees and find out if they had knowledge of such inspections. (2) how many Grinder Pumps were out there, and why in his professional opinion was that method used rather than another. (3) how many inactive accounts were at this site. All of these questions were answered plus numerous more. One question I posed during the trip PWD Johnson and Util. Supt. Martinez was, to their knowledge, had any inspections of the infrastructure been made since their employment, PWD Johnson advised that within the last couple of months, the Engineer Firm, Preble-Rish had been retained to inspect the potable water lines and prepare an estimate of the work that they determined was needed on that system. PWD Johnson advised, the estimate received was \$1.2 million and further advised that CM Fuller and Preble-Rish Engineer were applying for Grant Funds to help fund this work.

From what I observed and learned regarding the sewer infrastructure at Sandy Creek, the estimate for the work it needs could easily be that and more.

This trip was the day after our area had received 2 inches of rain and I cringe to think what we would have witnessed had there been a larger rainfall amount.

I can only say, to what I saw and learned, is, I am very concerned about what we face in the future regarding Sandy Creek. It is quite apparent that major repairs are needed on both the water and sewer infrastructure in both Sandy Creek

Ranch Subdivision and the Sandy Creek Private Airstrip residential area.

I provide this information for the purpose of stressing to the Commission that if there was ever any doubt before that we need separate financials on this acquisition there is no longer a doubt.

I would urge the remaining Commissioners to get together as a group and schedule this same type of trip out to the Sandy Creek Subdivision and Private Airstrip to see what I saw and learn what I learned. The Citizens of Callaway want and need answers.

ACTION:

ATTACHMENT:

5. REQUESTED MOTION/ACTION:

That after the 2014 Annual Audit is completed in March, that the Financial Director begin to reconstruct and prepare separate financial records of revenue, expenses and impact fees for Sandy Creek, beginning with the date of acquisition and forward, and continue to maintain such financials on a monthly basis thereafter. These financials should be available to the Commission by no later than December 31, 2015.

**City of Callaway Board of Commissioners
Agenda Item Summary**

March 10, 2015

Postage Meter Quotes for City Mail

<p>1. PLACED ON AGENDA BY: J. Michael Fuller, City Manager</p>	<p>2. AGENDA:</p> <p>PRESENTATION <input type="checkbox"/></p> <p>PUBLIC HEARING <input type="checkbox"/></p> <p>CONSENT <input type="checkbox"/></p> <p>OLD BUSINESS <input type="checkbox"/></p> <p>REGULAR <input checked="" type="checkbox"/></p>
---	--

3. IS THIS ITEM BUDGETED (IF APPLICABLE)?: Yes No
N/A

4. BACKGROUND: (WHY, WHAT, WHO, WHERE, WHEN, HOW, & IDENTIFY ALL ATTACHMENTS)

The City of Callaway has leased postage metering equipment for the past 7 years. During the past two years we upgraded the equipment to a newer digital postage metering machine at a cost of \$56.00 per month. Effective March 19, 2015, the City's contract with NEOPOST will expire. Attached is a new quote from Neopost and a quote from Pitney Bowes.

Pitney Bowes' quote:

- \$34.99/monthly rental fee
- DOES NOT INCLUDE: Postage, \$9.99 cost to upload postage to the machine (first 2 uploads are free - estimated cost to upload - \$29.97 - 3 additional uploads), \$92.99 ink cartridges (first one is free - estimated cost for additional ink cartridges -\$278.97 - 3 additional cartridges) - Average monthly cost = \$728.82

Neopost quote:

- \$57.00/monthly rental fee - no other charges

We were unable to get a 3rd quote - according to our Purchasing Manual, with a single item purchase exceeding \$500, it is required that an attempt be made to obtain at least 3 quotes but no less than 2. Our Purchasing Secretary attempted to get a 3rd quote but was unable to obtain one from F P Mailing Solutions.

ATTACHMENT:

- Pitney Bowes information
- Neopost information
- FP Mailing Solutions - did not receive a response

5. Requested Motion/Action:

Staff recommends rental of the Neopost machine which is an upgrade from the current machine in use.

Catrese Bowley

From: Pitney Bowes - Andalusia [pitneybowes@sitel.com]
Sent: Tuesday, February 17, 2015 10:44 AM
To: cbowley@cityofcallaway.com
Subject: Amanda-Pitney Bowes DM 125!

Catrese,

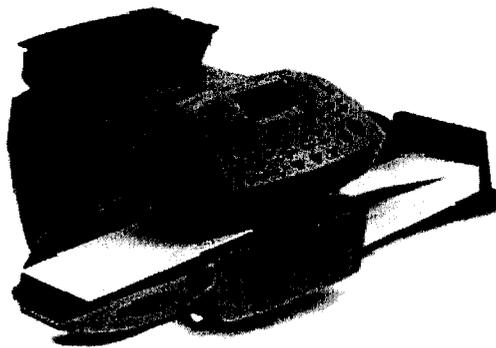
Here is the additional information you requested on the offer for the DM125 postage meter. If you have any additional questions or require additional information, please feel free to email me and I will get back with you as soon as possible. If you would like to get set up with this offer, all we would need is a starting postage amount of at least \$10.00 (paid for with a credit card or check by phone) and your tax ID number (EIN). I will be able to waive your shipping charges and get this meter out to you within 7-10 business days.

Thank you for considering Pitney Bowes for your Postage needs!

Amanda

Pitney Bowes Sales Agent

 **PitneyBowes**



With this offer, you would get a **90 day free trial** (this will give you time to try the meter out at your business location to see just how well the meter works for you). Upon completion of the trial you would go into a **1 year rental agreement** at **\$34.99** per month. The best thing about this offer is you will be receiving **\$100.00 in free postage** that you can redeem once your trial period is complete.

What the \$34.99 rental fee includes:

- Rental of the Postage meter and Scale
- Postage Rate Updates
- Technical Support and Maintenance

What the \$34.99 rental fee does not include:

- Postage
- *Refills
- Applicable Taxes
- **Supplies you use

* Refill fees are transaction fee's that are charged when postage is downloaded into your meter. The refill fee amount is \$9.99 per download. This will be charged regardless to if you download \$1.00 or \$1000.00, so we do urge our customers to download at least enough to last a few months, that way you will not be charged this fee as often.
[Example: If you download \$200.00 in postage you will be charged \$209.99]

**Your first (2) refills are free.

* **Your first ink cartridge is free. After that they would be \$92.99 if you buy them singular and if you buy 3 or more they are discounted.

What you will need to download your postage:

To download postage you need to connect to a computer's internet connection (via usb cable) and run a windows operating system [Windows 2000, XP, Vista, Windows 7 and Windows 8 are all supported].

I would like to give you some information on why a postage meter is beneficial to your business.

- With a postage meter you don't have to worry about running out of postage since you will have access to postage 24 hours a day, 7 days a week. You just connect the meter to a phone line or to a computer running windows and you are good to go.
- When postage rates change, all you have to do is download an update. This update is automatic, so it is a lot faster than going out to get penny stamps.
- The postage meter will put indicia (metered mail stamp) on the top right hand corner of your mail. With the meter doing this, your letters will look a lot more professional.
- The meter will come with a scale. That scale will accurately weigh all of the mail that you send out. This feature saves our customers up to 20% per month. Instead of putting 4-5 stamps on your envelope just to be sure it doesn't get sent back, you will be accurate 100% of the time.

Lastly, here are the ways you can pay for your postage/meter rental.

- The first option is to just be billed monthly for all of your Pitney Bowes charges. The amount would have to be paid in full each month.
- The second option is to call (Postage By Phone) when you need additional postage and you may pay for this with a credit card or check over the phone.
- The last option we have is called Purchase Power. Purchase Power is a line of credit that will allow you to pay your postage and monthly rental fee's after receiving a bill. It would consolidate all of your postage, rental and supply charges into one statement. You would then have the option to pay the full amount, minimum amount or something in between. You would also receive reward points for all items billed to the account that you can redeem for free postage, gift cards and merchandise.

*****The City of Callaway is an equal opportunity employer and provides a non-discriminatory work environment.*****

From: jrivas@accuratecontrolequipment.com [<mailto:jrivas@accuratecontrolequipment.com>]
Sent: Tuesday, February 10, 2015 8:00 AM
To: pjohnson@cityofcallaway.com
Subject: Postage Meter Renewal

Ms. Johnson

Good afternoon, I hope this email finds you doing well. Sorry I didn't get a chance to meet you when I visited. Everyone was very helpful and provided me with information about the usage so I could be sure to present a suitable machine. With your renewal we will replace the current machine with a IN-360 Digital mailing system. With this updated technology you will no longer have to weigh each piece individually. With the Differential weighing feature of the IN-360 you can put all the envelopes on the machine at the same time and as you remove one from the scale it will automatically calculate the rate for that piece. The IN=360 will make processing easier with its new features and easy to use design. As always we are available by phone or email should you have any questions at all. If everything is to your satisfaction please review the Billing and installation/shipping address for any errors, You can make corrections as necessary. Then just email or fax a signed copy to me. I look forward to hearing from you soon.

Thank you for entrusting us since 2/15/2012 with your business. It's because of the recommendation of companies like your own that we are able to stay in business and we hope to be your partner for a long time. Have a wonderful day.

Sincerely,

Jaime Rivas
Account Executive
Accurate Control Equipment INC.
C: 417-768-0330
P: 1-800-277-8223
F: 251-928-4935



This email has been checked for viruses by Avast antivirus software.
www.avast.com

Section (A) Dealer Information

Dealer Office Number	Dealer Office Name	Phone #	Date
601	Accurate Control Equipment	2519284976	02/09/2015

Section (B) Billing Information

Company Name	City Of Calloway		
DBA			
Billing Address	6601 East Highway 22		
City State Zip+4	Panama City	FL	32404
Contact Name	Trish Johnson	Phone	(850) 871-6000
Contact Title	City Manager	Fax	
Email Address	pjohnson@cityofcallaway.co	PO #	

Section (C) Installation Information (if different from billing informatio

Company Name	City Of Calloway		
DBA			
Installation Address	6601 East Highway 22		
City State Zip+4	Panama City	FL	32404
Contact Name	Trish Johnson	Phone	(850) 871-6000
Contact Title	City Manager	Fax	
Email Address	pjohnson@cityofcallaway.com		

Section (D) Products

Qty	Model / Part Numbe	Description (include Serial Number, if applica
1	IN360-P5	IN360 Base w/5lb Integrated Weigh Platform, Moistener & Catch Tray
1	IN360DW5	IN360 Base 5lb Differential Weighing

Section (E) Lease Payment Information & Schedul

Tax Status: <input type="checkbox"/> Taxable <input checked="" type="checkbox"/> Tax Exempt <i>Certificate attache</i> Billing Frequency <input type="checkbox"/> Monthl <input checked="" type="checkbox"/> Quarterl <input type="checkbox"/> Annuall Billing Method <input checked="" type="checkbox"/> Standard <input type="checkbox"/> Government Payment in Arrears	Number of Months First 36	Monthly Payment (Plus applicable taxes) \$57.00
	Current Lease Number	
	New Lease Number	

Section (G) Postage Meter & Postage Funding Informatio

Main Post Office Name Postage Funding Metho <input type="checkbox"/> Bill Me <input type="checkbox"/> Prepay by Chec <input type="checkbox"/> ACH Debi <i>Attach ACH Authorization Form</i>	<input type="checkbox"/> OMAS / CPU <i>OMAS Agency Cod</i> <i>Attach USPS CPU</i>	Post Office 5-Digit Zip Cod Postage Funding Account <input checked="" type="checkbox"/> POC <input type="checkbox"/> TMS <input type="checkbox"/> New <input type="checkbox"/> Existing Existing Account Numbe
--	---	--

Section (H) Services

Rate Protectio <input checked="" type="checkbox"/> Online Postal Rate Covered Product IN360-P5 <input type="checkbox"/> None
Subscription <input type="checkbox"/> neoShip iMeter Apps <input type="checkbox"/> Online Postal Expense Managem <input type="checkbox"/> Online E-Service <input type="checkbox"/> Online E-Services with Electronic Return Rec
Softwar <input type="checkbox"/> Software Adv antag Covered Product Services <input checked="" type="checkbox"/> Installation/Trainin <input checked="" type="checkbox"/> Maintenanc

Section (F) ACH Direct Debit for Lease Payments (Attach Voided Check)

Bank Name	
Bank Contact Name	
Bank Contact Phone	
Bank City State	
Bank Routing Numb	Bank Account Numb

Section (I) Approv

This document consists of a Product Lease ("Lease") with MailFinance Inc.; and a Postage Meter Rental Agreement ("Rental Agreement"), and an Online Services and Software Agreement with Neopost USA Inc.; and a neoFunds/TotalFunds Account Agreement with Mailroom Finance, Inc. Your signature constitutes an offer to enter into the Lease and, if applicable, the other agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (version DealerLease-06-13), which are also available at <http://www.neopostusa.com/terms/DealerLease-06-13.pdf>, and that you are authorized to sign the agreements on behalf of the customer identified above. The applicable agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is shipped to you.

Authorized Signature Print Name and

Section (A) Dealer Information

Dealer Office Number	Dealer Office Name	Phone #	Date Submitted
----------------------	--------------------	---------	----------------

Section (B) Billing Information

Company Name (Full legal name) <i>City of Callaway</i>		
DBA		
Billing Address <i>6601 E. HWY 32</i>		
Billing City <i>Callaway</i>	State <i>FL</i>	Zip Code + 4 <i>32404</i>
Billing Contact Name <i>Rosa Koepke</i>	Contact Phone Number <i>850-371-6000</i>	
Billing Contact Title <i>Records Clerk</i>	Contact Fax Number <i>850-371-1444</i>	
Billing Contact email Address	Purchase Order Number	

Section (C) Installation Information (if different than Billing Information)

Company Name (Full legal name)		
DBA		
Installation Address (No PO Boxes or General Delivery)		
Installation City	State	Zip Code + 4
Installation Contact Name	Phone Number	
Installation Contact Title	Fax Number	
Installation Contact email Address		

Section (D) Products

Quantity	Model / Part Number	Description (Include Serial Number, if applicable) <input type="checkbox"/> See additional listed products on attached continuation schedule.
1	IS 330/PS	Digital Mailing System
2	IS 330/AF	Postage Meter
3	IS 40PS	5 lb Postage At Scale
4	SP10	Rate Change Protection
5		

Section (E) Lease Payment Information & Lease Payment Schedule

Tax Status: <input type="checkbox"/> Taxable <input checked="" type="checkbox"/> Tax-Exempt. <i>Certificate attached.</i>	Period	# of Months	Monthly Payment (plus applicable taxes)
	First	36	56.00
	Next		
	Next		
Billing Frequency: <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Annually	Current Lease Number		
	New Lease Number		
	Billing Method: <input type="checkbox"/> Standard <input type="checkbox"/> Government Payment in Arrears		

Section (G) Postage Meter & Postage Funding Information

Main Post Office Name	Post Office 5-Digit Zip Code
Postage Funding Method <input type="checkbox"/> Bill Me <input checked="" type="checkbox"/> Prepay by Check <input type="checkbox"/> ACH Debit <small>Attach ACH Authorization Form</small>	<input type="checkbox"/> OMAS / CPU <small>OMAS Agency Code</small> <input type="checkbox"/> USPS CPU <small>Attach USPS CPU Authorization Letter</small>
Postage Funding Account <input type="checkbox"/> POC <input type="checkbox"/> TMS <input type="checkbox"/> New <input checked="" type="checkbox"/> Existing <small>Existing Account Number</small>	

Section (H) Services

Rate Protection: <input checked="" type="checkbox"/> Online Postal Rates <input type="checkbox"/> RCP (Shipped Update) <input type="checkbox"/> None	Covered Product
Meter Apps: <input type="checkbox"/> Online Postal Expense Management <input type="checkbox"/> Online E-Services <input type="checkbox"/> Online E-Services with Electronic Return Receipt	
Software: <input type="checkbox"/> Software Advantage	Covered Product
Dealer Services: <input checked="" type="checkbox"/> Maintenance <input checked="" type="checkbox"/> Installation / Training	

Section (F) ACH Direct Debit for Lease Payments (Attach Voided Check)

Bank Name	Bank Contact Name
Bank City State	Bank Contact Phone Number
Bank Routing Number	Bank Account Number

Section (I) Approval

Existing customers who currently fund the Postage account by ACH Debit will not be converted to neoFunds/TotalFunds unless initialed here _____

This document consists of a Product Lease ("Lease") with MailFinance Inc. and/or a Postage Meter Rental Agreement ("Rental Agreement") and an Online Services and Software Agreement with Neopost USA Inc., and a neoFunds/TotalFunds Account Agreement with Mailroom Finance, Inc. Your signature constitutes an offer to enter into the Lease and, if applicable, the other agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (versions D-03-11), which are also available at _____, and that you are authorized to sign the agreements on behalf of the customer identified above. The applicable agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is shipped to you.

[Signature] _____ *[Signature]* _____ *[Signature]* _____
 Authorized Signature Print Name and Title Date Accepted

Accepted by Neopost USA and its Affiliates _____ Date Accepted _____



Mail Processing Solution

City of Callaway

Jaime Rivas

Account Executive

417-768-0330

jrivas@accuratecontrolequipment.com

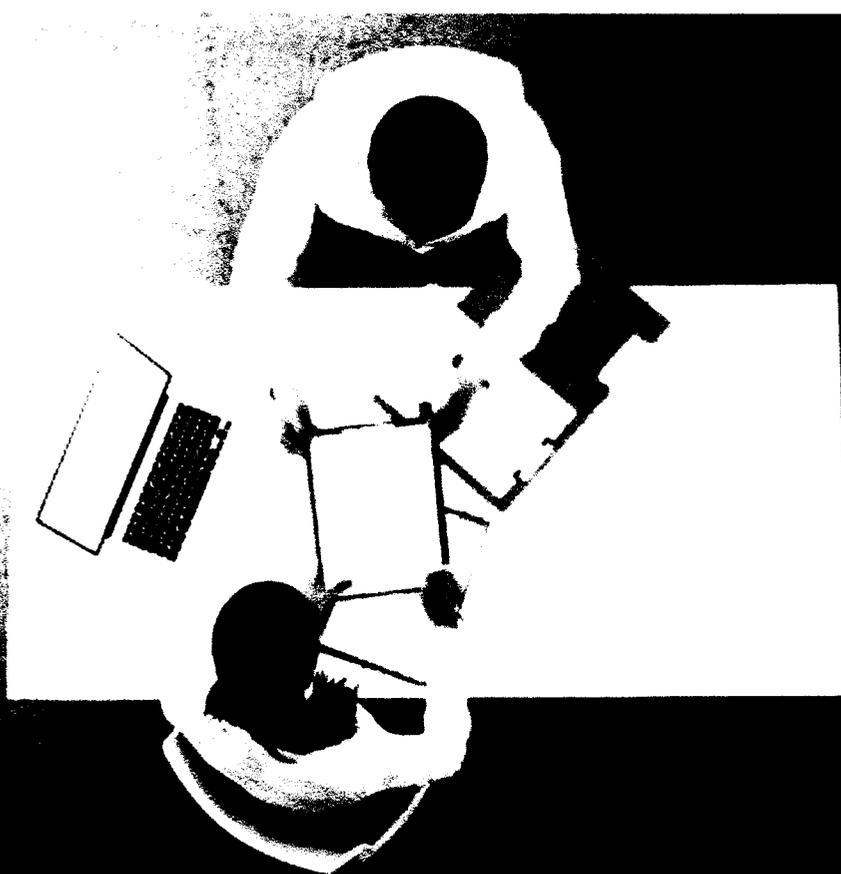
Accurate Control Equipment

Issued:
02/09/2015

Valid until:
03/27/2015

Statement of Confidentiality

This proposal and supporting materials contain confidential and proprietary business information of Neopost USA. These materials may be printed or photocopied for use in evaluating the proposed project, but are not to be shared with other parties.



Mail Processing Solution

City of Callaway

Jaime Rivas

Account Executive

417-768-0330

jrivas@accuratecontrolequipment.com

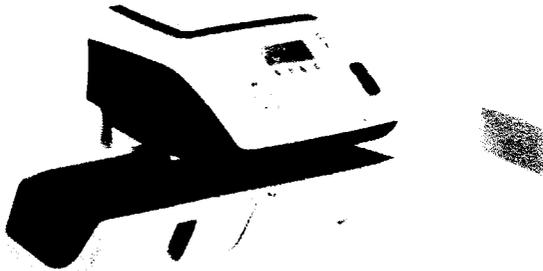
Accurate Control Equipment

Issued:
02/09/2015

Valid until:
03/27/2015

Statement of Confidentiality

This proposal and supporting materials contain confidential and proprietary business information of Neopost USA. These materials may be printed or photocopied for use in evaluating the proposed project, but are not to be shared with other parties.



IN-360

Mailing System

Product Overview



- Internet-connected iMeter™ postage meter provides access to a suite of powerful Apps
- Ergonomic, space-saving design that supports both built-in and external weighing platforms
- The smart and intuitive control panel provides true walk-up-and-use simplicity
- Powerfeed™ achieves fast batch processing and delivers that extra force when needed
- Automatic sealing with an easy access reservoir ensures a perfect envelope seal
- Exclusive Postal Rate Wizard offers guided selection across 140 USPS® rates and services

Quiet inkjet printing w/low ink email alerts

Print postage on 45 envelopes/labels per minute

Envelope thickness up to 3/8"

Auto-downloaded postal rate updates

6 Rate shortcut keys & 9 job/imprint memories

9 Standard and 1 customizable ad slogans

10 customizable text messages

Automatic mail class inscriptions

Date received printing for incoming mail

30-department account tracking (expandable)

PIN-protected access

myNeopost account w/postage usage reporting

neoFunds® bill-for-postage service

Mailing System with tray
(Length x Depth x Height)

28.5" x 17" x 10.5"

Weight

26 lbs.

The IN-360 carries Neopost's Eco Label. The Eco label signifies the implementation of green strategies surrounding raw materials, packaging and energy consumption to reduce or eliminate impact on the environment.



The IN-360 is compliant with environmental regulations and Energy Star.



Jane Rivas



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neopost.com



Commercial Rates App provides access to reduced Postal Service™ prices that are approved for use in advanced mailing systems like the IS-Series. USPS® Commercial Base™ Rate discounts are automatically applied to save you as much as 10% off retail USPS® rates on Express Mail® services and Priority Mail® services.



Remote diagnostics App keeps your IS mailing system connected to our service center. Technicians are able to quickly analyze any issues or concerns you may have, ensuring you sustain maximum uptime. All support is promptly provided by USA-based technicians.



neoFunds® App provides the flexibility and convenience of funding your iMeter™ with a "download now, pay later" neoFunds® postage financing plan. Add postage dollars to your iMeter™ with the click of a button. Instead of pre-funding the postage account, you will receive a monthly invoice for actual postage dollars that have been downloaded.



Postal Rates App provides automatic delivery of updates when the Postal Service™ announces a change to its rates, delivery service fees or postal zones. Ensure accurate rating of the exact postage for all of your items. As long as you are connected, you can rest assured that the Postal Rates App will keep you compliant with USPS® updates.



Online Postal Expense Manager™ App provides web reporting on postage usage and trends by department, time period, and postal class. Online Postal Expense Manager allows you to:

- Identify cost saving opportunities by potentially changing postal class or services
- View daily activity to identify peak periods and better determine staffing requirements
- Quickly determine top departmental usage by volume or spending
- Generate postage usage reports on a monthly, quarterly or annual basis
- View year over year postage usage trends which will help with budget planning

With Online Postal Expense Manager, reports can be viewed in spreadsheet and graphical format, and all postage usage data can be easily exported to Excel® for additional analysis and reporting.



E-Services App provides significant cost savings and simple processing and tracking of your mail when utilizing USPS® discounted electronic rates for eDelivery Confirmation™, eSignature Confirmation™, and tracking of eCertified Mail™. With E-Services, you can accurately track all of your outgoing mail anywhere, anytime as long as you have an internet connection. User definable email alerts inform you of delivered and undelivered mail. This allows you to inform recipients of the delivery status, which can help build stronger relationships with your customers.



E-Services with Electronic Return Receipt™ App lets you say goodbye to those traditional USPS® Return Receipt "green cards". Experience all of the benefits of the Neopost E-Services App plus the additional cost savings and consolidated tracking of eCertified Mail™ with Electronic Return Receipt™ from USPS®. Coupling eCertified Mail™ with Electronic Return Receipt™ from USPS® provides both proof of mailing as well as proof of delivery.



SOLUTION SUMMARY

- Internet-connected iMeter™ postage meter provides access to a suite of powerful Apps
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- Exclusive Postal Rate Wizard offers guided selection across 140 USPS® rates and services

LEASE PRICING

Valid until:
03/27/2015

Lease Term (months)	36
Monthly Amount	\$ 57.00

COMMENTS

*Includes equipment maintenance, neoFunds "download postage now, pay later" App, Postal Rates App, shipping, installation, training, and our customer satisfaction guarantee.



Tom Rivas



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neopost.com

Catrese Bowley

From: tgrzybek@fp-usa.com
Sent: Thursday, February 12, 2015 5:42 PM
To: cbowley@cityofcallaway.com
Subject: Your Buyer Zone Request - ID 11831293

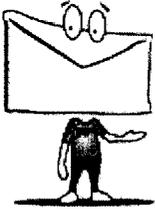


FP Mailing Solutions

Your FP Sales Rep: **TIM GRZYBEK** at 630-827-5807

Thank you for your postage meter inquiry.

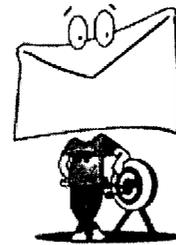
You're receiving this auto-response email because you expressed an interest in postage meters at **Buyer Zone**.



Based on the information you provided, **FP Frankie** thinks you might like one of the meters shown below. (Frankie's smart, but he's just an avatar, so you might want to talk to a real human — someone like **TIM GRZYBEK**, one of our super-friendly sales folks.)

➤ To learn more or to order a postage meter, call **TIM GRZYBEK** at **630-827-5807**

Postage meters that match the way you mail...



PostBase

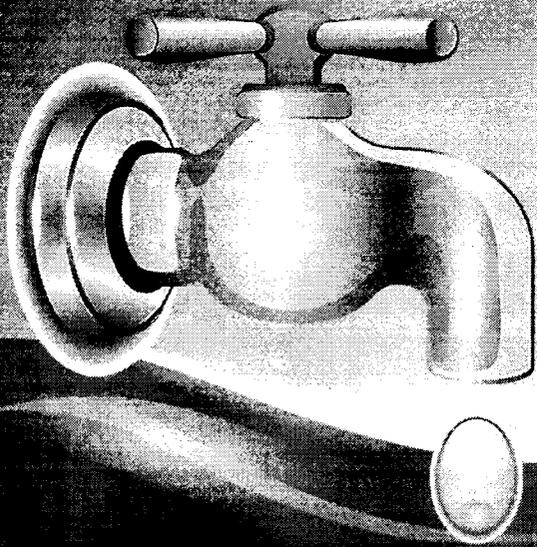
High Performance & Versatility

Purchasing Secretary left messages as well as sent emails to this company and had no response.

*S. Huth
3/6/15*

National Groundwater Awareness Week

March 8-14, 2015



What is groundwater?

It's the water that fills cracks, voids, and other openings in soil, sand, and bedrock.

Why is it important?

Persons with wells use groundwater for drinking water. Also, most groundwater flows directly into streams, rivers, and lakes from beneath.

How much is there?

About 98 percent of the available freshwater on Earth is groundwater.

Protect this precious resource!

- 1** If you own a water well, have your water tested yearly. Also test if there is a change in the odor, taste, or smell.
- 2** Don't overapply pesticides, herbicides, and fertilizers. Use them in the recommended amounts.
- 3** When you're handling hazardous substances, do so over cement to avoid groundwater infiltration or runoff into surface water from accidental spills.
- 4** Don't dispose of any hazardous substances by dumping them on the ground, pouring them down the drain, or flushing them down the toilet. Contact local waste authorities about proper disposal of hazardous substances such as:
 - Pesticides/herbicides
 - Fertilizer
 - Paint/paint thinner
 - Oil
 - Antifreeze
 - Chemicals.
- 5** If you own a septic tank, have it cleaned and serviced every two years to prevent a breakdown that could pollute your groundwater.

national
groundwater

awareness week
March 8-14, 2015

Sponsored by the National Ground Water Association

For a free subscription to *The Floridan* newsletter please visit our web site at:
<http://www.dep.state.fl.us/water/drinkingwater/floridan.htm>