

## CITY OF PARKER

## City Hall

1001 West Park Street Phone 850-871-4104 www.cityofparker.com

Mayor Rich Musgrave Clerk Nancy Rowell

Council Members
Mike Miller, Mayor Pro Tem
Ron Chaple
John Haney
Ken Jones

Attorney Tim Sloan

## PUBLIC NOTICE

# REGULAR MEETING OF THE CITY OF PARKER COUNCIL June 19, 2018 5:30 PM PARKER CITY HALL

NOTE: AT EACH OF ITS REGULAR OR SPECIAL MEETINGS, THE CITY OF PARKER COUNCIL ALSO SITS, AS EX OFFICIO, AS THE CITY OF PARKER COMMUNITY REDEVELOPMENT AGENCY (CRA) AND MAY CONSIDER ITEMS AND TAKE ACTION IN THAT CAPACITY.

#### **AGENDA**

CALL TO ORDER - Mayor Musgrave

INVOCATION - Rev. Danny Davis, Refuge Assembly of God

PLEDGE OF ALLEGIANCE - Mayor Pro Tem Miller

ROLL CALL

APPROVAL OF MINUTES - City Council Regular Meeting June 5, 2018

ITEMS FROM THE AUDIENCE (non-agenda items)

#### REGULAR AGENDA

- 1. Request for Development Order—East Arrow Subdivision, 5005 E. 3<sup>rd</sup> St.—Sean McNeil, Engineer; Jeff Gregory, Developer; Jerry Forehand, Property Owner
- 2. Request for Development Order—HBO Storage, 330 S. Tyndall Pkwy—Jeff Brittain, Engineer; Gary Eilers, Business/Property Owner
- Review Economic Development Contract with Bay County Chamber of Commerce and NextSite—Council
- 4. Personnel Policy Updates-Vacation Accrual, Sick Leave Policy, and Probationary Period—Mayor Musgrave

CLERK'S REPORT

MAYOR'S REPORT

COUNCIL COMMENTS AND ANNOUNCEMENTS

ADJOURNMENT

### **Upcoming Events**

- Next Regular City Council Meeting is July 3, 2018 (unless cancelled at June 19th Mtg.)
- Next Planning Commission Meeting is July 10, 2018

Nancy A. Rowell, City Clerk

If a person decides to appeal any decision made by the City Council with respect to any matter considered at the meeting, if an appeal is available, such person will need a record of the proceeding and 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 made. Any person requiring a special accommodation at this meeting because of a disability or physical impairment should contact the City Clerk at 1001 West Park Street, Parker, Florida 32404; or by phone at (850) 871-4104. If you are hearing or speech impaired and you have TDD equipment, you may contact the City Clerk using the Florida Dual Party System, which can be reached at 1-800-955-8770 (Voice) or 1-800-955-8771 (TDD). ALL INTERESTED PERSONS DESIRING TO BE HEARD ON THE AFORESAID agenda are invited to be present at the meeting.

# MINUTES REGULAR MEETING PARKER CITY COUNCIL June 5, 2018 5:30 p.m.

Mayor Musgrave called the meeting to order at 5:30 p.m. Mayor Musgrave gave the Invocation.

Mayor Pro Tem Miller led the Pledge of Allegiance.

Present: Council Members Chaple, Haney, Jones, Miller and Mayor Musgrave
Also Present: City Clerk Rowell, City Attorney Sloan, Public Works Supervisor Summerlin, Fire
Chief Kelly and Police Chief Hutto

APPROVAL OF MINUTES—On motion of Council Member Chaple and second of Council Member Miller, the minutes of the Regular Meeting of May 1, 2018, were approved, 5 ayes, 0 nays.

### ITEMS FROM THE AUDIENCE—None

#### REGULAR AGENDA

- 1. Appointments to Parker Infrastructure Half-Cent Sales Surtax Oversight Committee—The Council reviewed applications from Mr. Duane Christie and Mr. Don Stoneburner. On motion of Council Member Miller and second of Council Member Chaple, Mr. Christie and Mr. Stoneburner were appointed to the Committee by a vote of 5 ayes, 0 nays.
- 2. Request for Development Order—East Arrow Subdivision, 5005 E. 3<sup>rd</sup> St.—The applicant was not in attendance and the Council agreed to move this item to the Regular Council Meeting of June 19<sup>th</sup>.
- 3. Review of City Debt Schedule/Discussion of Financing Trash Truck—Mayor Musgrave handed out a copy of the City's debt schedule and said that the ongoing debt payments are primarily for the AWT project. He said that the requested new trash truck and fire truck were included in the schedule though not yet approved, to show how the City could handle the debt. He said the 2018 total loan payments are \$428,000; that next year part of the AWT payment drops by almost \$100,000; that if a fire and trash truck were added, the annual debt payment was still down to about \$398,000; that the year after it would drop again due to AWT to \$362,000, and then to the \$350,000 range. Public Works Supervisor Summerlin addressed the Council requesting approval to purchase a new trash truck; that if ordered now, the first payment would not be due until after the beginning of FY 2018-19; that a new truck would cost about \$130,000; and he recommended the City's acquisition of a new truck every 5 years so that the fleet remains in good working condition. Council Member Miller made a motion to approve the purchase of a trash truck and finance it for five years. The motion was seconded by Council Member Haney and it passed, 5 ayes, 0 nays.

Page Two Minutes Parker City Council June 5, 2018

- 4. Review status of Fire Department vehicles and options to update or replace older models— The Mayor introduced the topic, saying that engine 8 and the med truck were both 18 years old; that options would be to run 8 until it dies and replace then, or try to replace now with a good trade in value, or hold off and save up for purchase but trade in value would be less. Fire Chief Kelly addressed the Council saying that he was not asking for new trucks; that he was only bringing facts. He said all the equipment was functioning like it should; that the rescue truck runs about 800 calls a year and that the other two trucks run about 200 calls a year; that Rosenbauer Corporation, as of February 29, 2018, represents that a new ladder truck would cost about \$658,000; that a replacement for engine 8 would be about \$240,485; that the current trade value would be about \$70,000 through Brindle Mountain; that to replace rescue truck 16 would be about \$110,000 and the current trade value would be about \$30,000-\$50,000. Council Member Jones asked if the City was going to allow 3 and 4-story buildings in the City and it was pointed out to him that those heights are already permitted, and there was discussion whether Parker would get more vertical development.
- 5. Bay District Schools Personnel Services Agreement—Police Chief Hutto addressed the Council saying that the agreement is necessary to allow Parker Police Officers to formally provide services to the schools when they are off-duty from Parker, but still acting as agents of the City. Council Member Miller expressed concern for the officers' well being, working so many hours and not resting, that the City is already thin on officers and this could put a strain on the City. Chief Hutto said the School District should be hiring more full time officers at the end of July. Council Member Haney made a motion to authorize the Mayor to sign the agreement, seconded by Council Member Miller, and the motion passed, 5 ayes, 0 nays.
- 6. Request to Declare Police Vehicle No. 32 Surplus/Request to Donate Surplus Police Vehicles to Bay District Schools—Police Chief Hutto asked the Council to make the surplus declaration and to donate two vehicles, numbers 28 and 32 to Bay District Schools, number 28 having previously been declared surplus. Council Member Miller made a motion to declare vehicle number 32 surplus and the motion was seconded by Council Member Haney. The motion passed, 5 ayes, 0 nays. Council Member Miller made a motion that vehicles number 28 and number 32 be donated to Bay District Schools and the motion was seconded by Council Member Jones. The motion passed, 5 ayes, 0 nays.

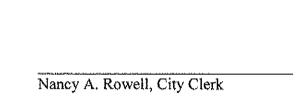
CLERK'S REPORT—City Clerk Rowell reported that: 1) a planning commission meeting with citizens was held May 24 as part of the update of the comprehensive plan; approximately 25 citizens talked about city issues and its future; their input will be used in the update of the plan; 2) one position has been filled in Public Works; and two remaining vacancies in process; 3) the RFP for the financial management system is being reviewed by the City's IT contractor, The Tech Group and RFP should be advertised June 22; 4) the 5 year cycle report, minus one section, has been submitted to the CRS/NFIP; working with the County on the last section since it provides most of the information and reporting on that topic of emergency management.

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MAYOR'S REPORT—Mayor Musgrave reported that: 1) he contacted the pastor of Holy Hill church but pastor said still waiting on contractor; 2) he spoke with owner representative of East Bay Flats and who said the plan is still for the owner to develop a "for-sale townhome project", the site plan has not been finalized, and financing still not complete; 3) the Chamber of Commerce and Gulf Power are contracting with a company, NextSite, which is an economic development group that matches communities' needs with businesses looking for new sites; that the cost of services for Parker can be split with Callaway and the Chamber will pay 50% the first year, 30% the second year, and 10% the third year; when the contract is available he will bring it back to the Council for approval; 4) he visited Holloman Air Force Base to speak with officers and enlisted personnel about their work and the upcoming move to Tyndall; that shopping, restaurants, child care and housing close to the base were important to them; that about 1900 active duty people coming with and estimate of 3,500 total people moving to the area in 2020; 5) he received a thank you note for the Police and EMS for Officers Janette and Griffin..

COMMENTS AND ANNOUNCEMENTS—Council Member Miller noted that requests for funding are coming in from both Bay Area Transportation and from the BayTowne Trolley; that at this time the requests appear to be about the same as previously requested and that he would be presenting more at budget meetings. Council Member Chaple commented on the number of Florida Highway Patrol Officers and Chief Hutto noted most were for assistance during the Tyndall Parkway resurfacing.

ADJOURNMENT—The meeting was adjourned at 6:27 p.m.





## CITY OF PARKER AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST/NAME OF PRESENTER:     Owner Jerry Forehand/Developer Jeff Gregory/ Engineer Sean McNeil	2. <i>MEETING DATE:</i> June 19, 2018
3. REQUESTED MOTION/ACTION:	тите или тито по тито мето на повето на повето на посто по на посто на посто на посто на посто на посто на пов Стата на посто на по
Consider application for development order for East A LDR requirements are met, grant order.	Arrow Subdivision and if
4. IS THIS ITEM BUDGETED (IF APPLICABLE)	
YES NO N/A	
5. BACKGROUND: (PROVIDE HISTORY; WHY THE ACTION IS NEEDED; IFOR THE CITY)	WHAT GOAL WILL BE ACHIEVED
The project principals presented to the Planning Comminutes of that meeting are attached. The Planning Coto the Council approval of the project with the condition	ommission recommends

## MINUTES PLANNING COMMISSION MEETING CITY OF PARKER May 14, 2018

Chairman Christic called the meeting to order at 5:00 p.m. Chairman Christic gave the Invocation.

Commissioner Palmer led the Pledge of Allegiance.

Present: Commission Members Palmer and Stoneburner and Chairman Christie
Absent: Commission Members Carroll (sick) and DeLonjay (previous commitment)
Also Present (Staff): City Clerk Rowell, City Attorney Sloan, Planner Bradford and Public Works Supervisor Summerlin

ITEMS FROM THE AUDIENCE—None

APPROVAL OF MINUTES—None

#### AGENDA ITEMS

1. Request for Development Order—East Arrow Subdivision, 5005 E. 3<sup>rd</sup> St.—Sean McNeil of McNeil Carroll Engineering addressed the Commission representing Greco Development and Jerry Forehand, property owner. He noted that this was a subdivision, an infill development, which has existing water and sewer, that there were three stormwater facilities proposed for the property; that all permits had been obtained from other agencies. Commissioner Palmer asked about the retention pond to the south, if it drained to the bay and Mr. McNeil said yes, there was an existing pipe and that the ponds would all use that pipe to drain.

Chris Shortt of Dewberry Engineering addressed the Council representing the City of Parker as plan reviewer. He noted that there had been a pre-application meeting with City staff and the project engineer and developer, and discussion throughout the review process. He noted that the project was reviewed against the LDR; that tie-ins to existing utility lines were reviewed; that a pre/post analysis of the stormwater runoff rate was done to make sure water leaving the property after development would not be in a higher volume than what is currently going downstream; that the plans met the attenuation criteria; that there would be easements granted by the owner to the City for maintenance of the stormwater facilities.

City Attorney Sloan asked how the drainage easements would be granted and Mr. McNeil responded that the subdivision would be platted with the easements to the City in place. Public Works Supervisor Tony Summerlin confirmed the drainage easement width of 25 feet and that the City would maintain the easements outside and inside the fenced areas. Mr. Shortt said that the drainage easements are shown on page 6 of the project plans and that the notes also state that

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the stormwater facilities will be dedicated to the City; that the City would have easements to maintain the facilities but would not own the property; that the City will begin maintenance when the project is 100% complete. Mr. Sloan said that the City, in addition to the easement language in the plat, would also require an actual easement document recorded to include that no obstructions can be placed on the easements. Mr. Sloan asked if there had been a survey of the easement area and Mr. McNeil said he had not had a survey done and there isn't a legal description of the area at this time. Commissioner Palmer asked about any restrictions to the property owners for what they can plant in the easement area and City Attorney Sloan noted that the actual easement documents would state that the City has the right to cut anything in the easement area and the owners' obligation is to not obstruct the easements.

Mr. Short noted that there is a bonding requirement for subdivisions upon completion of construction and before the plat is recorded; that it is a maintenance bond in the amount of 15% of the cost of the construction of the improvements; that it is a close out item after construction and is a one year bond. Chairman Christic clarified that there were 11 units proposed for the subdivision and asked if there were any traffic issues that had needed review by the Department of Transportation and Mr. McNeil said that the volume of traffic did not reach the level to need a traffic study for concurrency.

Commissioner Palmer made a motion to recommend approval of the subdivision to the City Council conditioned upon the items set forth in the City engineer's report, the bonding requirement and easements acceptable to the City for stormwater facilities. Commissioner Stoneburner seconded the motion and it passed, 3 yeses, 0 noes.

2. Request for Development Order—HBO Storage, 330 S. Tyndall Pkwy.—Chairman Christie introduced the item and noted that Chris Shortt of Dewberry was in this instance representing the owner, Mr. Gary Eilers, not the City. Mr. Shortt addressed the Commission, noting that the project was an addition of another building with the same use as the current business; that there would be two spaces for commercial office space and that one would be the HBO office and the other available for lease. Mr. Shortt reviewed the architectural plans of the commercial space that will face Tyndall Parkway, including floor plans and exterior elevations; and the floor plan of the storage facilities within the building, noting a total of 73 storage spaces of varying sizes. He also reviewed the site plan, identifying a demolition area, new areas of paving and green space, and the ingress and egress for the property. He identified new decorative fencing for the property to provide security and 28 new parking spaces. He said the new building had sprinklers for fire suppression and that the utilities will be connected to existing on site lines.

Chairman Christie asked if the neighboring properties had been contacted regarding the security fencing which will block through-way access. Mr. Shortt said he did not know. Mr. Sloan asked about adequate distance between the roadway and the access gates in case there was a "stacking" issue.

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Mr. Mike Harper, of Buchanan and Harper, representing the City as its engineer and plans reviewer, addressed the Commission, noting that the distance between the street and the gates was a length of about 70 feet and that he was not concerned about the stacking of cars due to the type of business; that a tractor trailer was 65 feet. Mr. Harper noted that his review of the project generally found it consistent with the requirements of the LDR; that while the parking rate for this type of facility is not addressed in the LDR, he looked to the Institute of Transportation Engineers' Parking Generation Manual and that the proposed spaces were within those guidelines; that the current business is considered a non-conforming use because the impervious surface requirements in today's LDR are not met; that the new development would actually reduce the impervious surface, not add to it; that part of the existing building, and the business/building next to it do not meet current LDR setbacks which is pretty common and not unusual for older developments to have a non conforming use. He said that the City's LDR is not clear on redevelopment on a nonconforming site and that he used a reasonable interpretation and is recommending approval of the project. He also recommended that the City amend the LDR to be clear in that area. Mr. Sloan also suggested such an amendment when the LDR is rewritten.

Commissioner Palmer asked about the fencing and Mr. Harper noted they were in conformance with the LDR and that the project that is being built is in conformance with the LDR.

Public Works Supervisor Summerlin addressed the Commission noting that HBO Storage has its own water and sewer utility infrastructure with all lines owned by the business, internal to their property; that there is one water meter next to the building, owned by the City but the city doesn't own the line it is on. Mr. Shortt said that two new meters were planned on the front of the new building on the NE corner. Mr. Summerlin asked where will they tap a water line and Mr. Shortt responded at the driveway entrance coming off of Lakewood. Mr. Summerlin said that if they were tapping a line in the parking lot it was their line, that the city's line is in DOT right-of-way on Tyndall Parkway. He also said that his team is provided key card access to properties when the meter is behind a secure fence, and Mr. Sloan said that the City would need an easement to access the existing water meters.

Mr. Shortt noted that no changes were proposed for stormwater drainage as no new impervious surface was proposed. Commissioner Palmer said the biggest change he sees is the visual aspect for the property where the storage of boats and recreational vehicles is added.

Commissioner Stoneburner made a motion to recommend approval of the development to the City Council conditioned upon an easement for access to the utilities. Commissioner Palmer seconded the motion and it passed, 3 yeses, 0 noes.

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COMMENTS AND ANNOUNCEMENTS— Chairman Christie reminded the Commission of the next Planning Commission meeting on May 22nd at 5:00 pm, and the Public Open House on the Comprehensive Plan, May 24<sup>th</sup> at 5:30 pm. He also noted that there is a home in Donalson Point that has put a shed on a City alleyway and that it could be discussed at a later meeting.

ADJOURNMENT—Chairman Christie adjourned the meeting at 6:05 p.m.

Nancy A. Rowell, City Clerk	



Dewberry Engineers Inc. 203 Aberdeen Parkway Panama City, FL 32405

850,522,0544 850,522,1011 fax www.dewberry.com

April 24, 2018

VIA EMAIL @ <u>aubilling@cityofparker.com</u>
Ms. Lou Bradford
City of Parker
1001 West Park Street
Parker, Florida 32404

RE: East Arrow Subdivision Major Development Review Dewberry | Preble-Rish Project No. 50100101

Dear Ms. Bradford,

As requested, Dewberry | Preble-Rish has reviewed the above referenced application and supporting documents for concurrence with Sections 4, 5 & 6 of the City of Parker Land Development Regulations (see the attached Review Memo). Based on the materials submitted, it is our recommendation to approve this development order application with the following specific conditions:

- If at any time the City of Parker determines there to be an erosion control and drainage problem then the developer shall be required to place erosion control devices such as silt fence and hay bales at locations specified by the City.
- All applicable State and Federal Permits must be acquired prior to construction.
- The structures will be required to meet all of the applicable State and Federal Requirements.
- The Sewer Laterals are known to be existing and assumed to be in good working order. In the
  event a sewer lateral is damaged during construction, or prior to construction, the City must
  approve any new connections to the Gravity Sewer Main and all necessary asphalt repairs.
- The final plat will need to be reviewed by the City's Designee and approved by the City Council
  prior to recording.

If you have any questions or require any additional information, please give me a call at 850.522.0644.

Sincerely DEWEERKY

Chris Short, P.E. Project Manager

Attachment: Review Memo

Dina Bautista, P.E., CFM, Senior Project Manager, Dewberry, wistlachments (via email at <u>dbautista@dowborry.com)</u> Ricky Dodd, E.L, Staff Engineer, Dewberry, wiatlachments (via email at <u>rdodd@dewberry.com)</u>

K:\50084344 City of Parker\_Project # Dev. Rav\50100101\_5005 E. 3rd St - 11 Lot Subdivison\Approval Letter\East Arrow Subdivision DO Review.docx





Date: April 24, 2018
To: City of Parker
From: Dewberry

Subject: East Arrow Subdivision Major Development Review

### Message:

 According to LDR Section 6-1.4.2(b) the following materials shall be submitted for review of all Level 2 - Major Developments:

Vicinity sketch showing relationship to surrounding roadways, adjacent land uses, and flood zones - A site plan was submitted that showed the adjacent streets, U.S. Business Highway 98, East Street, and Arrow Street. The land use has been identified as Mixed Use 1 (MU-1). A FEMA flood zone of "X" was identified for the above referenced project.

Description of the land; the name, address, and telephone number of the owner, developer, and designer or architect, and the date of the site plan preparation. This information was provided on the development order application and the cover sheet

of the Permitting Plan Set.

Boundary lines and dimensions of the area or lots included in the site plan, including angles, dimensions and references; a North directional arrow and map scale; and the proposed use of the land by areas. This was provided on the submitted Permit Set.

The existing and proposed grades, the drainage plan, erosion control plan, and the proposed structures with appropriate topographic contour intervals or spot elevations. A site grading plan, a site drainage plan, and a site erosion control plan were submitted with the application.

The shape, size, and location of all structures, including the floor area and elevations.

This was provided in the site grading plan.

Natural features such as wetlands, shoreline, lakes or ponds, and protected trees, and man-made features such as existing roads, sidewalks, fences or other structures, indicating which are to be retained, removed or altered. These items were provided on the submitted plans.

Proposed street, driveways, sidewalks, and parking facilities; vehicular turnarounds, curb cutouts, and loading areas; the location of solid waste receptacles; the inside radii of all curves; the width of streets, driveways and sidewalks and the total number of available parking spaces specifying the type of construction and critical dimensions, and the ownership of the various facilities. This was provided on the submitted site plan.

The size and location of all existing and proposed public and private utilities or easements; water and sewer tap locations; sewer cleanouts and turns; and water meter types, sizes, and locations. This is shown on the submitted site utility plan.

2. According to LDR Section 4-5.2(5) the maximum density is 15 du/ac, maximum building height for residential use is 120ft/12 stories, the minimum lot setbacks are 15 feet in the front yard, 7 feet in the side yard, 15 feet in the rear yard, and 10 feet for corner lots, the percentage of lot coverage is a maximum of 80%, and a minimum lot size of 5,000 square feet. The proposed density is 4.62 du/ac. The application states the building height is to be determined but will not exceed the LDR requirements. According to the submitted plans, the setbacks for the proposed project are 15 feet from the rear and front property line, and 7 feet for the side yard (with the exception of the lot at the corner of US Bus. Hwy 98 and Arrow Street, this has a side yard setback of 10 feet). The proposed lot coverage is 60% according to the Site Plan. According to the

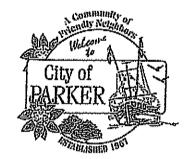
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#### MEMORANDUM

Submitted Plans, the total Project Area is 2.385 AC. These specifications are in compliance with this Section of the LDR.

- 3. According to LDR Section 5-8.1(4) The developer shall design and construct all drainage structures or conveyances to accommodate stormwater runoff produced by a 25-year, 24-hour storm event and, when applicable, the requirements of Chapter 14-86, Florida Administrative Code (FDOT Drainage Permit). A drainage report was submitted with the application that followed the above requirements, which is in compliance with this section of the LDR.
- 4. All applicable State and Federal Permits must be obtained prior to Construction.
- With the granting of this development order, the structures will still be required to meet all of the applicable building code requirements.



## CITY OF PARKER

1001 WEST PARK STREET • PARKER, FLORIDA 32404 TELEPHONE (850) 871-4104 • FAX (850) 871-6684

CITY OF PARKER
APPLICATION FOR DEVELOPMENT PERMIT
MAJOR DEVELOPMENT
NOTE: \$1000 Deposit plus review fee

Date of Submittal: <u>Janu</u>	ıary 10, 2018
DO Permit #:	3653 <u> </u>
3ldg Permit#:	
and Use Designation:	MU-1
Parcel ID# 25751-000-0	000

APPLICANT INFORMATION
NAME OF APPLICANT: Douglas G. Forehand
ADDRESS:1005-South-Kimbrel-Avenue;-Panama-Gity;-Florida-32404
TELEPHONE: 850-774-5432 EMAIL cjforehand71@msn.com
NAME OF CONTACT: Jeff Gregory
ADDRESS: P.O. Box 15414; Panama City, Florida 32406
TELEPHONE: 850-872-9454 EMAIL: grecodev@comcast.net
SITE INFORMATION
SITE LOCATION: 5005 3rd Street East
(MUST INCLUDE ADDRESS)
CURRENT USE OF SITE: Vacant
PROPOSED USE OF SITE: Residential Subdivision - 11 Lots
SIZE (SQ. FT. / ACRES): 2.55± Acres
SOIL TYPES LOCATED ON PROPERTY: Lakeland Sand & Pamilico-Dorovan Complex
TOPOGRAPHY ELEVATIONS LOCATED ON PROPERTY: See attached survey
IS THE PROPOSED STRUCTURE WITHIN A DESIGNATED FLOOD ZONE AS SHOWN ON THE FLOOD INSURANCE RATE MAP: YES X NO ZONE:
NAME(S) OF STREET(S) ADJACENT TO PROPERTY: East Street & Arrow Street
SET BACK FROM SHORELINE (FEET): N.A.
SET BACK FROM ROAD RIGHT OF WAY: 15 Feet
WHAT IS THE PROPOSED PERCENTAGE OF LAND TO BE COVERED? 50%

HOW WILL INGRESS AND EGRESS BE MADE AVAILABLE? Individual Driveways
NUMBER AND TYPE OF TREES TO BE CUT: NA.
NOISE LEVEL OF PROPOSED DEVELOPMENT: Same as residential homes
· IMPACT ON SURROUNDING NATURAL RESOURCES: No Impact.
IMPACT ON SURROUNDING NATURAL RESOURCES: No impact.
HOW WILL LIGHTING BE DROWNED FOR BUILDING CAFETY AND SECURITY
HOW WILL LIGHTING BE PROVIDED FOR PUBLIC SAFETY AND SECURITY: Same as residential homes
BUILDING/STRUCTURE INFORMATION
PRINCIPAL USE OF BUILDING: Single Family Residential
TYPE OF CONSTRUCTION (WOOD FRAME, BLOCK, METAL, ETC.): TBD
SQUARE FEET UNDER ROOF: _TBD SQUARE FEET OF PAVED PARKING: _TBD NUMBER OF PARKING SPACES PROVIDED: _TBD NUMBER OF RESIDENTIAL UNITS TO BE BUILT: _Eleven NUMBER OF BEDROOMS PER UNIT: _TBD
SQUARE FEET OF PAVED PARKING: TBD
NUMBER OF PARKING SPACES PROVIDED: TBD
NUMBER OF RESIDENTIAL UNITS TO BE BUILT: Eleven
WILL HAZARDOUS OR FLAMMABLE MATERIALS BE STORED OR USED ON SITE:
YES X NO
TYPE OF FIRE SUPPRESSION SYSTEM TO BE INSTALLED: NA
TYPE OF GROUND SPRINKLER SYSTEM TO BE INSTALLED: TBD
FOR COMMERCIAL DEVELOPMENT - NUMBER OF EMPLOYEES: NA.
MCCESSORY STRUCTORES IND. ANAMED TVME
(GARAGE, SWIMMING TED NUMBER TED TYPE
(GARAGE, SWIMMING TBD NUMBER TBD TYPE POOLS, FENCES, NUMBER TYPE
Q ( ONAGE DEUG. E. N.)
STRUCTURE HEIGHT: TBD - Will not exceed land development code BUILDING SET BACKS:
4 SIDE DOUBERTY LINES. A
2 PEAD DRODERTY LINES: Seven Feet
1.SIDE PROPERTY LINES: Seven Feet 2.REAR PROPERTY LINE: Fifteen Feet 3.FRONT PROPERTY LINE: Fifteen Feet
SIGNS TO BE INSTALLED:NUMBERTYPE
OCHO TO DE MOTALLED. MONDER TYPE
MOTE: CAUTION OF OUR DESTAURANT DE LA COMPANIE DE L
NOTE: CAUTION SHOULD BE TAKEN WHEN PLACING AND/OR MODIFYING A STRUCTURES IN
THE AREA LOCATED ON THE IMMEDIATE WEST SIDE OF THE DUPONT BRIDGE, (ALSO KNOWN
AS LONGPOINT) DUE TO POTENTIAL HIGH NOISE LEVELS CREATED BY AIRCRAFT FROM TYNDALL AFB.
TRANCE AFD.
<u>UTILITIES INFORMATION</u>
to tall the attendance of the second of the
the second secon
TYPE OF DRAINAGE: STATE ROAD CULVERT
(CHECK ONE) LOCAL STREET CULVERT
SWALE
RETENTION POND ×
E DOWN & DOWN OF A STANDARD OF THE STANDARD OF

PROPOSED METHOD OF PROVIDING DRAINAGE provide the treatment and attenuation criteria of the state and the City.	Three separate stormwater mangement facilities
(DRAINAGE MUST MEET THE REQUIREMENTS O	OF A 25 YEAR, 24 HOUR STORM EVENT)
OTHER INFORMATION	•
	OR FEDERAL PERMITS REQUIRED FOR THIS
(NOTE: IF YES, COPIES OF APPROVED STATE EITHER WITH THIS APPLICATION OR PRIOR TO I	AND/OR FEDERAL PERMITS MUST BE SUBMITTED, SSUANCE OF CERTIFICATE OF OCCUPANCY (CO).
YES X NO WILL THE PROPOSED DEV OR SEWER CAPACITY?	ELOPMENT REQUIRE LARGE VOLUMES OF WATER
YES $X$ NO ARE WETLANDS, SALTWATTHE PROPERTY?	TER MARSHES OR FLOOD ZONES PRESENT ON
YES X NO WILL THE PROPOSED DEVEL SIMILAR STRUCTURES WHICH EXTEND INTO (NOTE: IF THE DEVELOPMENT INCLUDES ANY OF REQUIRED)	OPMENT INCLUDE PIERS, SLIPS, BULKHEADS OR STATE WATERS? THE ABOVE, SEPARATE PERMITS WILL BE
FAILURE TO COMPLY WITH THE PROVISIONS OF MODIFICATION(S), STOP WORK ORDERS OR CAN FEE-OR-GOSTS-TO-THE-APPLICANT-UP-TO-AND IN	CELLATION IN AUCUTION TO AUGUTIONAL
I HEREBY CERTIFY THAT THE INFORMATION PROT THE BEST OF MY KNOWLEDGE.	VIDED HEREIN IS TRUE AND CORRECT TO
SIGNATURE OF OWNER (MANDATORY)	1-10-68
SIGNATURE OF CONTRACTOR	1/18/18 DATE
TO BUILDING DEPARTMENT	•
PLEASE BE ADVISED THAT YOU MAY ISSUE A BUILD APPLICANT/CONTRACTOR ON BEHALF OF THE CITY	DING PERMIT TO THE ABOVE NAMED Y OF PARKER.
SIGNATURE OF APPROVAL	DATE

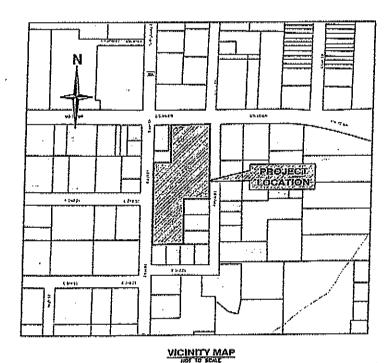
## EAST ARROW SUBDIVISION

## PARKER, FLORIDA

## FOR:

## GRECO DEVELOPMENT CORPORATION

P.O. BOX 15414 PANAMA CITY, FLORIDA 32406



## PREPARED BY:

MCINEIL 475 Harrison Avenue, Suite 200 Pensma City, Florida 32401

CARROLL Phone: 850-763-5730 Fax: 850-763-5744

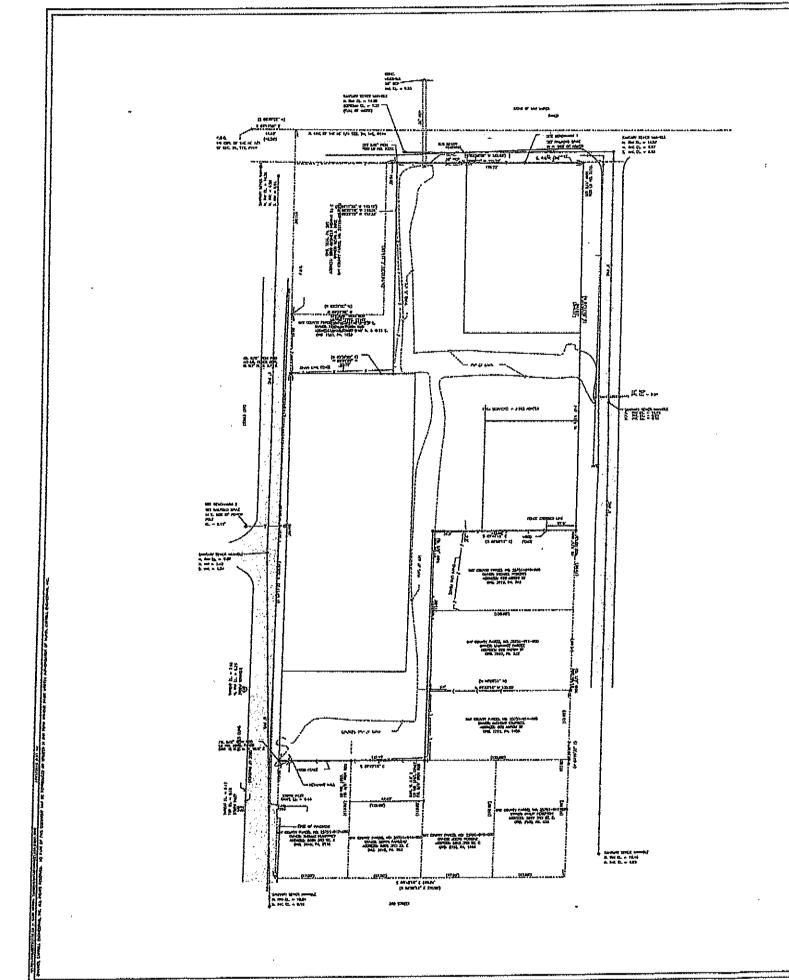
ENGINEERING, INC. Professional Engineering Consultants

STATE OF FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 7288

PROJECT 470.33

INDEX OF SHEETS	SHEETS
SITE DEMOLITION PLAN	1
SITE EROSION CONTROL PLAN	2
SITE LAYOUT PLAN	3
SITE GRADING AND DRAINAGE PLAN	4
SITE GRADING AND DRAINAGE PLAN	5
POST DEVELOPMENT LOT PLAN	6
CONSTRUCTION DETAILS	7-10

.33 - EAST ARROW





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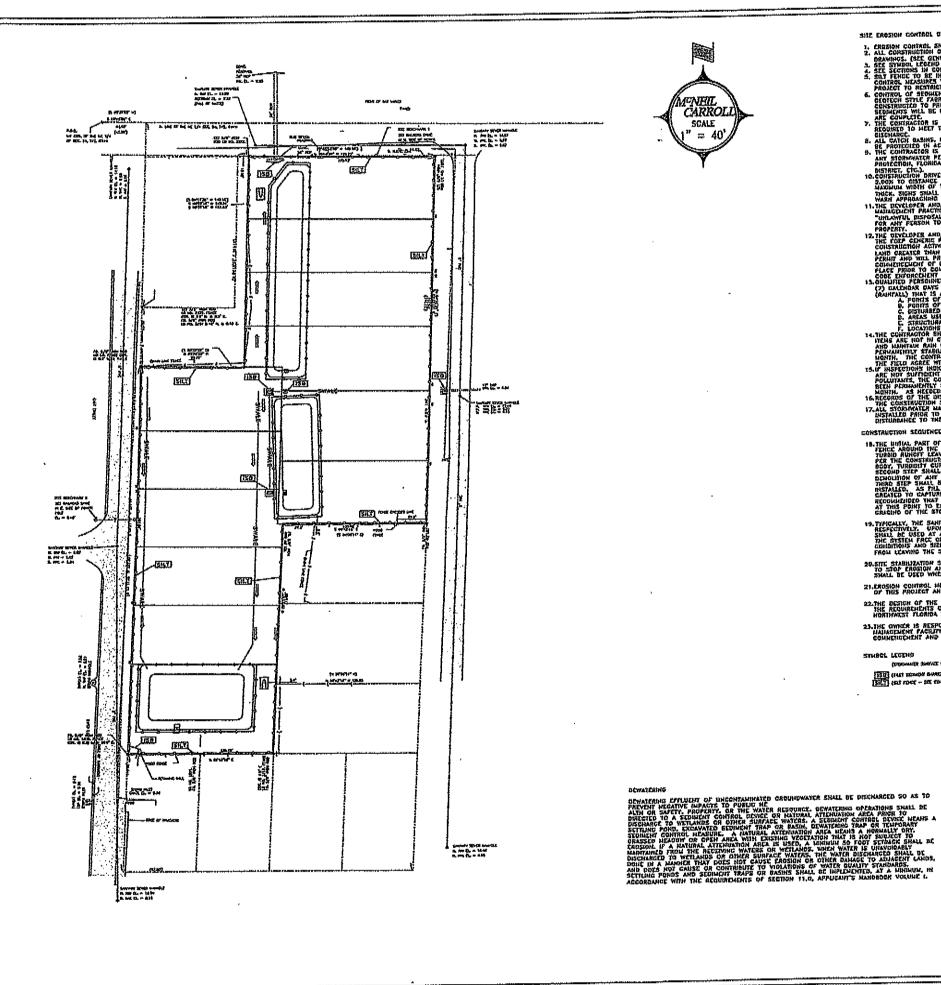
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## PERMIT PURPOSES ONLY

SITE DEMOLITION PLAN EAST ARROW SUBDIVISION STATE ROAD 30 PARKER, FLORIDA

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5. SEE SYMBOL LEFELP ON THIS SHEET FOR SYMBOL INFORMATION AND REFERENCE DITAILS.

4. SEE SECTIONS IN CONSTRUCTION CITAILS.

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21. EROSION CONTROL MEASURES SHALL DE UTILIZED THROUGHOUT THE CONSTRUCTION PHASE OF THIS PROJECT AND BE MANACED IN ACCORDANCE THE THE STATE HPDES PROGRAM.

22. THE DESIGN OF THE STORMWATER MANAGEMENT SYSTEM FOR THIS PROJECT COMPLIES WITH THE REQUIREMENTS OF THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROJECTION AND THE MORTHWEST FLORIDA WATER MANAGEMENT DESTRICT.

23. THE CHIEF IS RESPONSIBLE FOR MONITORING CONSTRUCTION OF THE STORMANTER MANAGEMENT FACILITY AND SUBMITTING TO THE APPROPRIATE AGENCY NOTICE OF COMMENCED AND ASSESSMENT COMMENCED FOR THE PROJECT WHEN COMPLETED.

(FIDENMENT SHOWE FLD4)

TEST (FACT DESCRIBE GARRIES — SEE CONTRACTOR DEVELO)

[SEC.] (SEE TOCT — SEE CONTRACTOR DEVAL)

## **PERMIT PURPOSES ONLY**

SITE EROSION CONTROL PLAN EAST ARROW SUBDIVISION

STATE ROAD 30 PARKER, FLORIDA

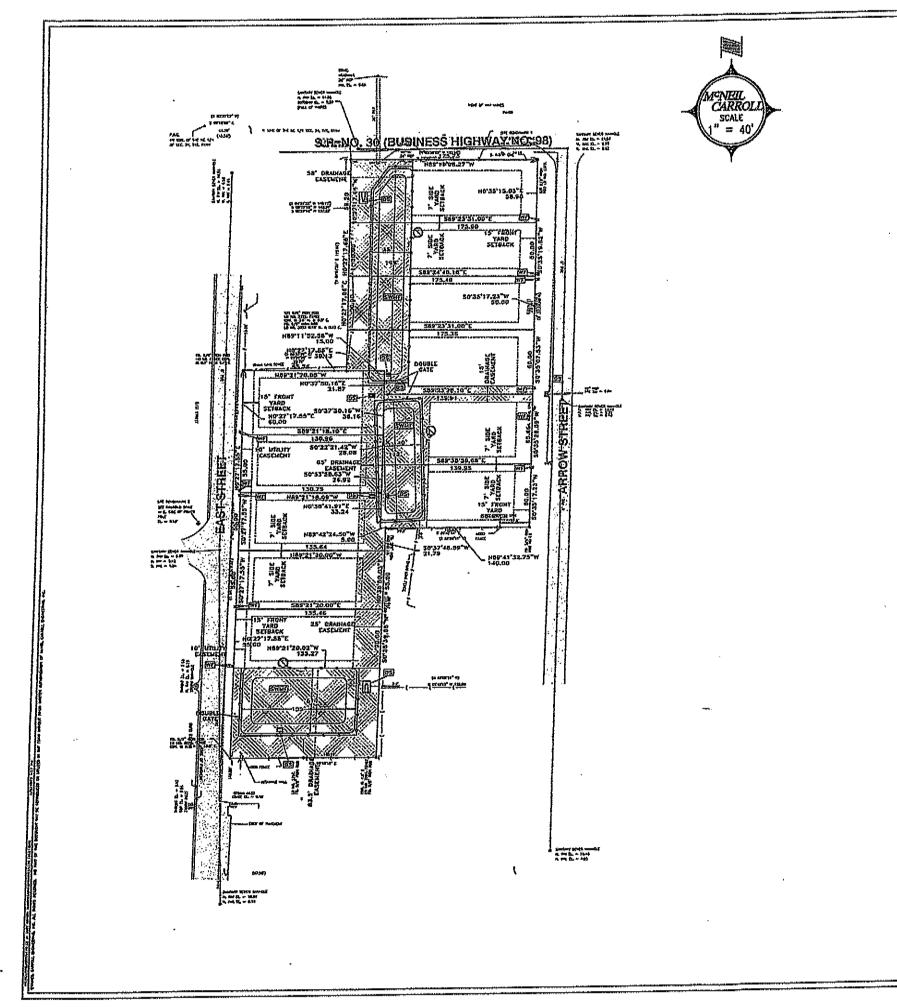
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-2	STATE OF PLORDA CERT

673 Harrison Aversia São 200 Panama CRy, Florida 22401

OLL INC. il Engineering Consultants SECATE OF AUTHORIZATION MAJEER 725

Robert L. Carrell, P.C.

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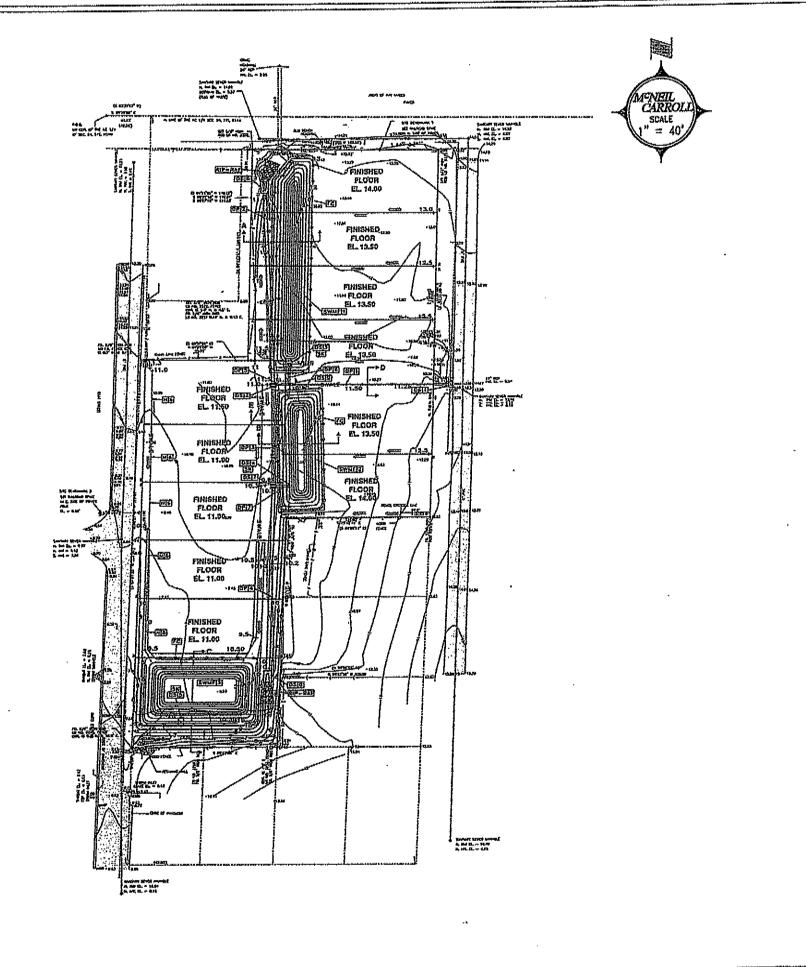
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## PERMIT PURPOSES ONLY

SITE LAYOUT PLAN EAST ARROW SUBDIVISION STATE ROAD 30 PARKER, FLORIDA





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COMMINISTE DETENDING AND MAINTEMANCE SCHEDULE

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(B) THE OPERATION AND MAINTEMANCE ENTIRY SHALL PROVIDE FOR THE INSPECTION OF THE STORMWATER

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(I) ALL PROSIDED IS CONSTRUCTED SHOULD BE MADE TO INSURE THAT

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(C) INSPECTIONES WITHIN STORMWATER MAINTENANCEMENT SYSTEMS SHALL BE DISPOSED OF

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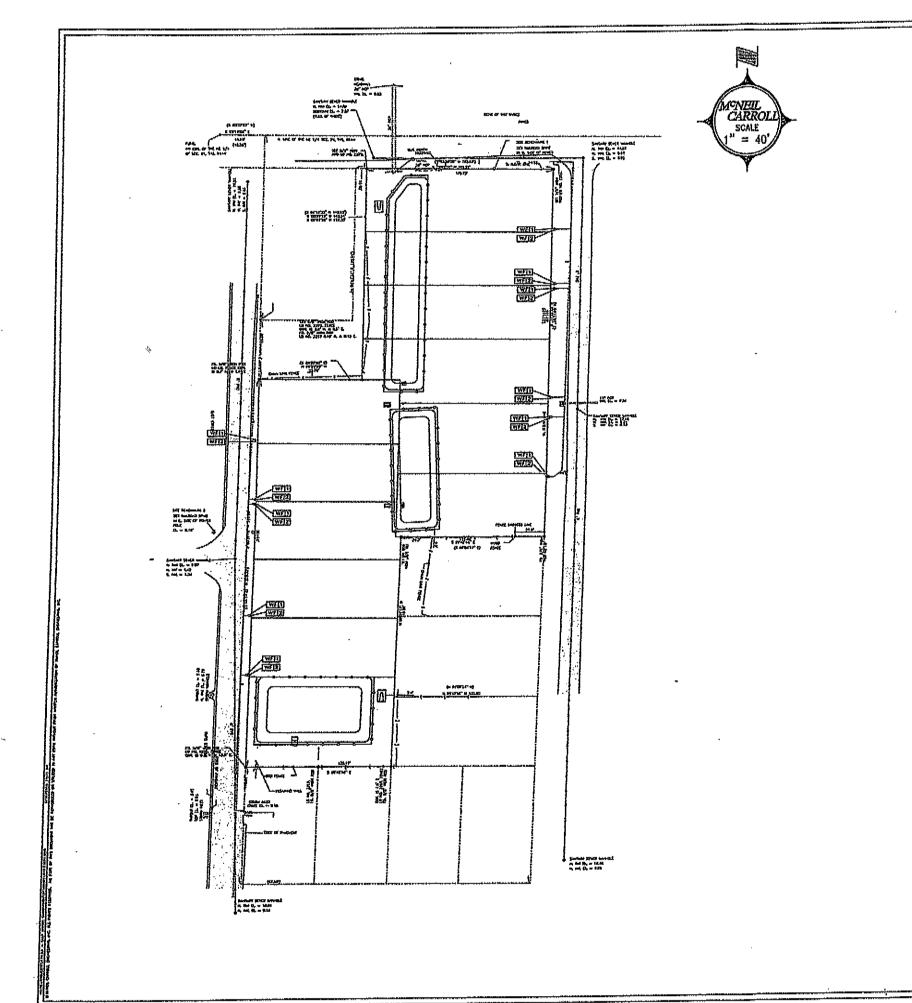
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## PERMIT PURPOSES ONLY

SITE GRADING AND DRAINAGE PLAN-EAST ARROW SUBDIVISION STATE ROAD 30





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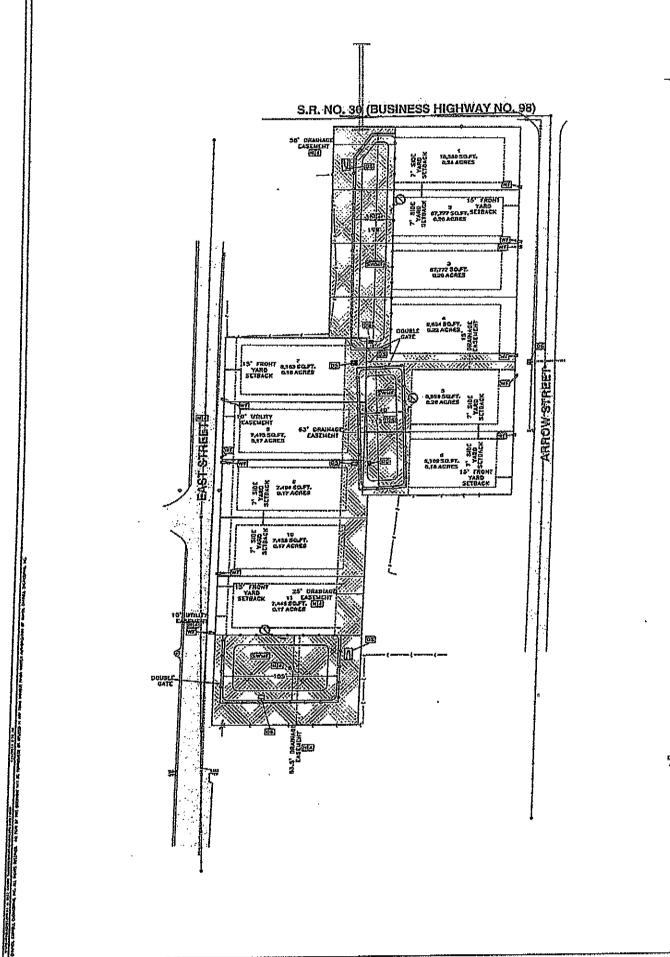
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CASE TV	ADOUGA CONCYCI	1-850-769-0393 5-850-747-0151
AFER 4: 570527	CITY OF PARKET	1-850-871-4919
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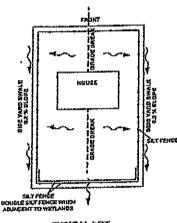
## PERMIT PURPOSES ONLY

SITE UTILITY PLAN
EAST ARROW SUBDIVISION
STATE HOAD 30
PARKER, FLORIDA

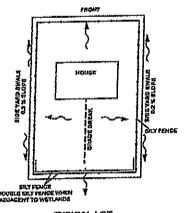
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TYPICAL LOT
DRAINAGE DETAIL
FOR LOTS 7-11
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LOT OWNERS SHALL BE RESPONSIBLE TO CONSTRUCT DERINACE EMALES ALDED THE SIDE

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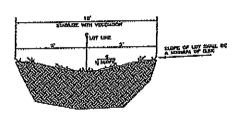
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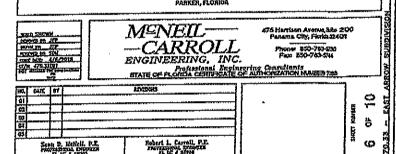
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TYPICAL SIDE YARD SWALE DETAIL

## PERMIT PURPOSES ONLY

POST DEVELOPMENT LOT PLAN EAST ARROW SUBDIVISION STATE ROAD 30 PABRER, FLORIDA





## CITY OF PARKER AGENDA ITEM SUMMARY

1	. DEPARTMEN			-				2. MEETING DATE:
HBO Storage Owner Gary Eilers/Engineer Jeff					eff	June 19, 2018		
l t	Brittain							
	3. REQUESTED MOTION/ACTION:							
l	• •			•				Storage, 330 S. Tyndall
F	kwy and if LE	)R requ	irement	ts are m	et, gr	ant ord	der.	
	4. IS THIS ITE	EM BUDO	SETED (II	APPLICA	BLE)			
	YES		NO		N/A	$\boxtimes$		
		<b>1</b>			,	<u> </u>		
5	. BACKGROUN	ID: (PRO	VIDE HISTO	DRY; WHY	THE ACT	ION IS N	EEDED;	WHAT GOAL WILL BE ACHIEVED
F	OR THE CITY)							
	This projec	t is an a	addition	of anot	her b	uilding	with	the same use as the
¢	urrent busine	ss. The	project	was pr	esent	ed to t	he Pla	nning Commission on
١	/lay 22, 2018.	The Pla	anning (	Commis	sion v	oted to	o reco	mmend approval of the
d	evelopment	to the C	ity Cou	ncil con	dition	ed upo	on an e	easement for the City for
а	ccess to the u	utilities	infrastr	ucture c	n the	prope	erty.	
	Since that	meetin	g, staff	have ide	entifie	d that	water	lines were not correctly
d	rawn and tha	at there	may be	inadeq	uate f	low fo	r fire s	suppression. Staff and the
o	owner and his engineer have been working on a potential solution but at the							
	time of this agenda being published, there is none to present.							
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## HBO Storage, City of Parker

#### .General

The HBO Storage project is a major project and generally consists of improvements to an existing development site including the addition of one new 17,600 SF storage building, demolition of one existing building, and attendant pavement improvements and restriping. Project results in no new impervious area or driveways.

### Recommendations

Based on a compliance review, we find that the project is generally consistent with the LDR and recommend approval. Items 8, 15 and 16 should be considered in affirming this recommendation.

item	Review Area	Comment
1	Type:	Major Development Order Application
2	Location:	330 South Tyndall Parkway near the SW corner of Tyndall Parkway and N. Lakewood Drive
3	Proposed Use:	Storage Units with Office/Retail Space
4	Existing Development:	Site is predominately developed with a 67,000± SF building and attendant infrastructure constructed around 1982.
5	Non-Conforming Status:	The existing condition is a lawful non-conforming site. Areas noted for nonconformity include impervious surface ration, and building setbacks.

### Articles 1 - 3: The project is consistent with these sections of the LDR.

#### Article 4 - Land Use Districts

Item	Review Area	Comment
6	Future Land Use:	General Commercial
7	Allowable Uses:	Use is consistent with the land use district allowable uses.
8	Development Standards:	Proposed building is consistent with the development standards for height, setbacks, lot size, and floor area ratio. The existing site in the non-conforming condition exceeds the maximum lot coverage of 90%. The new improvements would not result in conformance with the maximum lot coverage requirements, but would <u>not</u> increase the non-conformance. The new improvements would reduce the lot coverage non-conformance slightly from 94.7% to 94.1%.

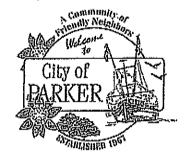
not be expanded. Based on this interpretation, the project does not increase the non-conformity and in the case of impervious surface decreases the non-conformity. In our opinion, the new building is in compliance with the LDR to the maximum practical extent in consideration of the existing non-conforming issues and the new work should not should not result in the loss of non-conforming status for the remainder of the property and no remedial action to bring the remainder of the property into compliance with the LDR is reasonable or required.

Article 7 - Sign Regulations: No new signs included in project.

Article 8 - Floodplain Management: Project is not within a regulated flood zone.

Article 9 - Concurrency Management

Item	Review Area	Comment
17	Roadways, Sewer, Solid Waste, Potable Water, Recreation, Schools	A presumption of adequate capacity exists. Additionally, the nature of the project would be classified as de minimis with regard to demand for these items. Therefore, unless a known condition of inadequate capacity exists for an area, the project is consistent with the LDR.
18	Drainage	The project results in no increase in impervious area therefore runoff from the required 25-Year 24-Hour LOS standard will not be increased. The project is consistent with the LDR



## CITY OF PARKER

1001 WEST PARK STREET • PARKER, FLORIDA 32404 TELEPHONE (850) 871-4104 • FAX (850) 871-6684

CITY OF PARKER
APPLICATION FOR DEVELOPMENT PERMIT
MAJOR DEVELOPMENT
NOTE: \$1000 Deposit plus review fee

Date of Submittal: 4-13-18

DO Permit #: 18-35(o6

Bldg Permit #:

Land Use Designation: Comm

Parcel ID# 24919-001-000

APPLICANT INFORMATION
NAME OF APPLICANT: Mr. Gary Eilers
ADDRESS: 330.S. Tyndall Parkway, Parker, FL 32404
TELEPHONE: 850-630-2274 EMAIL gary@hbostorage.com
NAME OF CONTACT: Ricky Dodd, E.I., Dewberry
ADDRESS: 203 Aberdeen Parkway, Panama City, FL 32405
TELEPHONE: 850-571-1180 EMAIL: rdodd@dewberry.com
SITE INFORMATION
SITE LOCATION: 330 S. Tyndall Parkway, Parker, FL 32404 (MUST INCLUDE ADDRESS)
CURRENT USE OF SITE: Storage Units
PROPOSED USE OF SITE: Storage Units with Office/Retail Space
SIZE (SQ. FT. / ACRES): 5.92 Acres
SOIL TYPES LOCATED ON PROPERTY: See attached NRCS Soils Map
TOPOGRAPHY ELEVATIONS LOCATED ON PROPERTY: 27.5'-29.5' See attached Grading Plan
IS THE PROPOSED STRUCTURE WITHIN A DESIGNATED FLOOD ZONE AS SHOWN ON THE FLOOD INSURANCE RATE MAP: YES X NO ZONE: X
NAME(S) OF STREET(S) ADJACENT TO PROPERTY: N-S. Suddath Plaza, E-S. Tyndall Parkway
SET BACK FROM SHORELINE (FEET): N/A
SET BACK FROM ROAD RIGHT OF WAY: Approx. 77'
WHAT IS THE PROPOSED PERCENTAGE OF LAND TO BE COVERED?  There is no proposed increases in impervious area. The proposed project includes a reduction in the to amount of impervious area with Landscape Islands.

HOW WILL INGRESS AND EGRESS BE MADE AVAILABLE? Existing Access off of S. Tyndall Parkwi
NUMBER AND TYPE OF TREES TO BE CUT: None
NOISE LEVEL OF PROPOSED DEVELOPMENT: Minimal
IMPACT ON SURROUNDING NATURAL RESOURCES: None
HOW WILL LIGHTING BE PROVIDED FOR PUBLIC SAFETY AND SECURITY:  Lights will be mounted on the Proposed Building
BUILDING/STRUCTURE INFORMATION
PRINCIPAL USE OF BUILDING: Storage Units
TYPE OF CONSTRUCTION (WOOD FRAME, BLOCK, METAL, ETC.): Metal
SQUARE FEET UNDER ROOF: 17,600 SF
SQUARE FEET OF PAVED PARKING: Approx. 32,400 SF (mill and overlay)
NUMBER OF PARKING SPACES PROVIDED: 2 HC, 26 Regular, 23 Truck/Trailer
NUMBER OF RESIDENTIAL UNITS TO BE BUILT: None NUMBER OF BEDROOMS PER UNIT: N/A
WILL HAZARDOUS OR FLAMMABLE MATERIALS BE STORED OR USED ON SITE:
YES X NO
TYPE-OF-FIRE SUPPRESSION:SYSTEM-TO-BE-INSTALLED:—Sprinkler-System————————————————————————————————————
TYPE OF GROUND SPRINKLER SYSTEM TO BE INSTALLED: See Landscape and Irrigation Plan
FOR COMMERCIAL DEVELOPMENT - NUMBER OF EMPLOYEES:
ACCESSORY STRUCTURES: N/A NUMBERTYPE
(GARAGE, SWIMMING N/A NUMBER FOOLS, FENCES, 465 LF NUMBER 6 Decorative Iron Fencing TYPE
POOLS, FENCES, 465 LF NUMBER 6 Decorative Iron Fencing TYPE
STORAGE BLDG. ETC)
STRUCTURE HEIGHT: <30'
BUILDING SET BACKS: 1.SIDE PROPERTY LINES: North- 17', South-308'
2.REAR PROPERTY LINE; 202'
3.FRONT PROPERTY LINE: 77'
SIGNS TO BE INSTALLED: 1 NUMBER (To be Permitted Separately) TYPE
NOTE: CAUTION SHOULD BE TAKEN WHEN PLACING AND/OR MODIFYING A STRUCTURES IN
THE AREA LOCATED ON THE IMMEDIATE WEST SIDE OF THE DUPONT BRIDGE, (ALSO KNOWN
AS LONGPOINT) DUE TO POTENTIAL HIGH NOISE LEVELS CREATED BY AIRCRAFT FROM
TYNDALL AFB.
UTILITIES INFORMATION
S WATER AND SEWER CURRENTLY AVAILABLE: X YES NO
NUMBER OF EXISTING CONNECTIONS: WATER 1 SEWER 1
PROPOSED SEWER CONNECTIONS: 1 NUMBER 6" SIZE
PROPOSED WATER CONNECTIONS: 1 NUMBER 2" SIZE
S ADEQUATE DRAINAGE AVAILABLE FOR THIS SITE: X YES NO
TYPE OF DRAINAGE: STATE ROAD CULVERT
CHECK ONE) LOCAL STREET CULVERT
SWALERETENTION POND X

	PROPOSED METHOD OF PROVIDING DRAINAGE:  Type C inlets to convey the stormwater to the Conveyance Swale along the southern property line.
	(DRAINAGE MUST MEET THE REQUIREMENTS OF A 25 YEAR, 24 HOUR STORM EVENT)
	OTHER INFORMATION
	X YES NO ARE OTHER STATE AND/OR FEDERAL PERMITS REQUIRED FOR THIS DEVELOPMENT? (Exemption Verification Through NWFWMD) (NOTE: IF YES, COPIES OF APPROVED STATE AND/OR FEDERAL PERMITS MUST BE SUBMITTED, EITHER WITH THIS APPLICATION OR PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY (CO).
	YES_X_NO WILL THE PROPOSED DEVELOPMENT REQUIRE LARGE VOLUMES OF WATER OR SEWER CAPACITY?
	YES $X$ NO ARE WETLANDS, SALTWATER MARSHES OR FLOOD ZONES PRESENT ON THE PROPERTY?
- :	YES X NO WILL THE PROPOSED DEVELOPMENT INCLUDE PIERS, SLIPS, BULKHEADS OR SIMILAR STRUCTURES WHICH EXTEND INTO STATE WATERS? (NOTE: IF THE DEVELOPMENT INCLUDES ANY OF THE ABOVE, SEPARATE PERMITS WILL BE REQUIRED)
	FAILURE TO COMPLY WITH THE PROVISIONS OF THIS PERMIT MAY SUBJECT THE PERMIT TO MODIFICATION(S), STOP WORK ORDERS OR CANCELLATION, IN ADDITION TO ADDITIONAL FEE OR COSTS TO THE APPLICANT UP TO AND INCLUDING LEGAL FEES.
,	I HEREBY CERTIFY THAT THE INFORMATION PROVIDED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.  SIGNATURE OF OWNER (MANDATORY)  DATE
	SIGNATURE OF CONTRACTOR DATE
	TO BUILDING DEPARTMENT
	PLEASE BE ADVISED THAT YOU MAY ISSUE A BUILDING PERMIT TO THE ABOVE NAMED APPLICANT/CONTRACTOR ON BEHALF OF THE CITY OF PARKER.
,	SIGNATURE OF APPROVAL DATE

.



### Brett J. Cyphers Executive Director

## Northwest Florida Water Management District

180 E. Redstone Avenue, Crestview, FL 32539

Phone: (850) 683-5044 • Fax: (850) 683-5050

April 25, 2018

Gary Eilers HBO Storage 330 South Tyndall Pkwy Parker, FL 32404-6724

Re: HBO Storage

Application # PDEX-005-18493-1

(Please reference the above number on all correspondence)

### Dear Gary Eilers:

The Northwest Florida Water Management District (District) received your application on April 19, 2018 requesting an exemption verification for the referenced project.

Based on the information provided, the District has determined that the project is eligible for an exemption under 62-330.051(2). Therefore, the project will not need a District permit pursuant to rule reference.

This exemption verification only applies to the requirements of the District and does not relieve you of meeting the permit requirements of other agencies. Please contact Erica Bundrick at (850) 683-5044 if you have any questions.

Sincerely,

Andrew Joslyn ERP Bureau Chief

> GEORGE ROBERTS Chair Pansan a City

JERRYPATE Vice Chair Pensacola JOHN W. ALTER Secretary-Treasurer Malone GUS ANDREWS DeFunisk Springs **CONSTRUCTION PLANS FOR:** 

## **HBO STORAGE**

PREPARED FOR:

# GARY EILERS PARKER, BAY COUNTY, FLORIDA

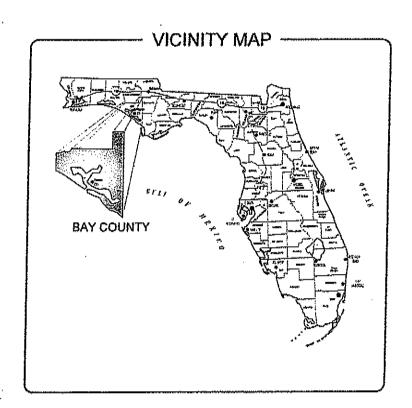
PREPARED BY:

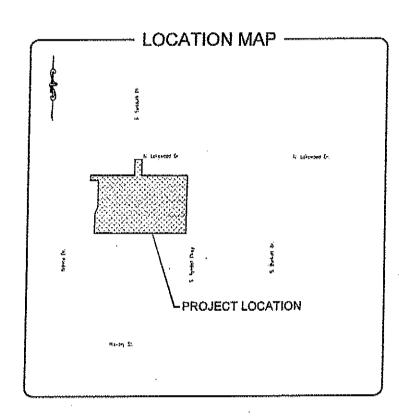


Dewberry Engineers Inc. 203 Aberdeen Pkwy, Panama City, FL 32405 (850) 522-0644

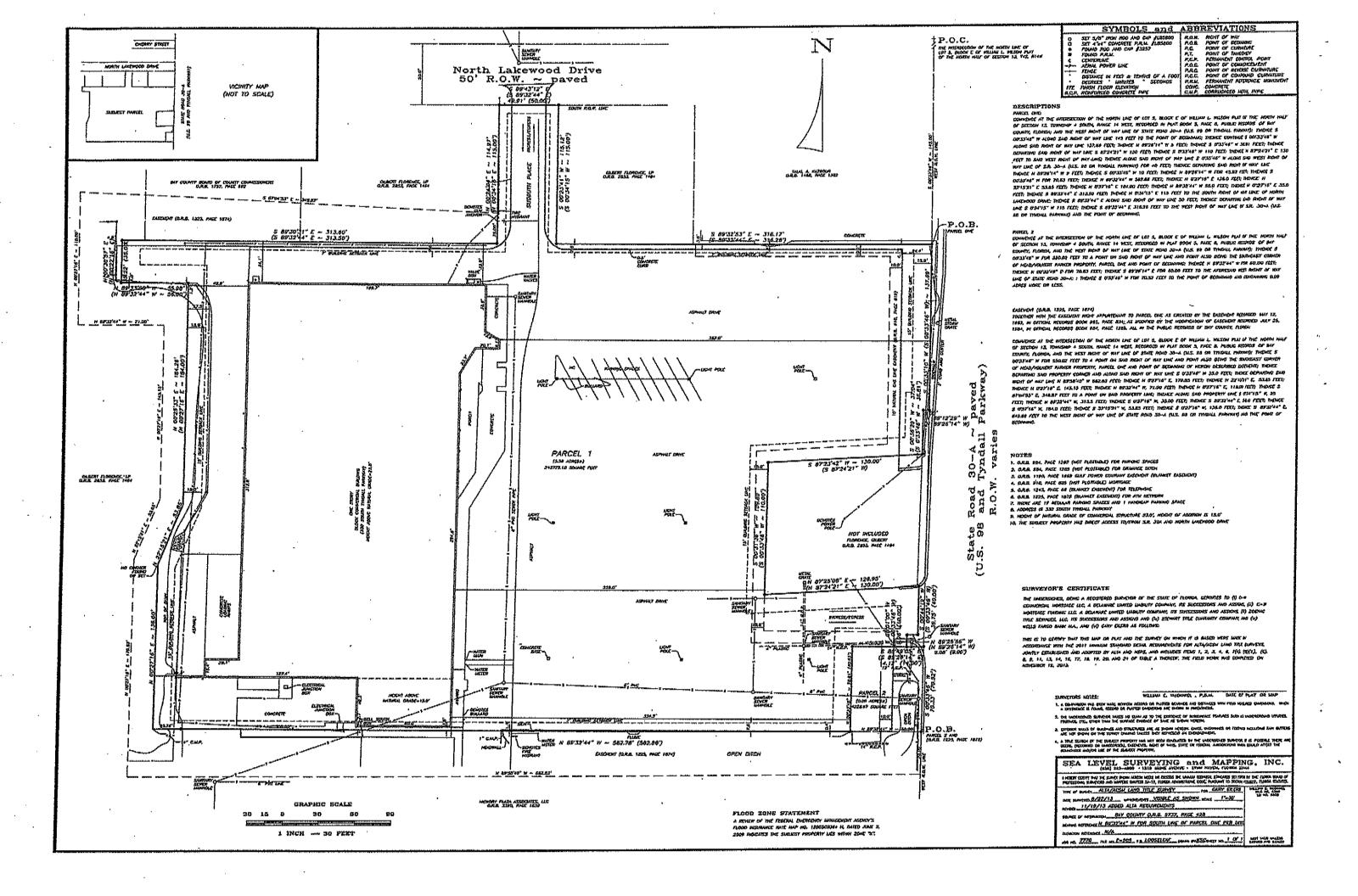


PROJECT NUMBER - 50102318 APRIL 2018





——— DRAWING INDEX ———			
TITLE	NO.		
COVER EX. CONDITIONS SURVEY (BY SEA LEVEL) GENERAL NOTES DEMOLITION & EROSION CONTROL PLAN SITE PLAN GRADING & DRAINAGE UTILITY PLAN SWPP & EROSION CONTROL DETAIL DETAILS	1 C1 C2 C3 C4 D1 D2-D4		



- 1 EXISTING DRAINAGE STELLCTURES WITHIN CONSTRUCTION LIMITS SHALL REMAIN LIMITS OF CITIES WAS NOTED
- Z. ALL PROPOSED GROUND ELEVATIONS ARE FINISHED SOO ELEVATIONS. FINISH EARTHWORK GRADING SHALL BE 0.2 FEST BELOW ELEVATIONS SHOWN TO ALLOW FOR SOD THICKNESS.
- J. BODDING INCLUDES MAINTAINING SLOPES AND SOD UNTIL COMPLETION AND ACCEPTANCE OF TOTAL PROJECT OR GROWTH IS ESTABLISHED, WHICHEVER COMES LAST, UNTIL THEN, ALL EROSION, SILTATION AND MAINTENANCE OF
- GRADES IS THE RESPONSIBILITY OF THE CONTRACTOR.

  4. WHERE EXCAVATIONS ARE IN CLOSE PROXIMITY OF TREES, THE CONTRACTOR SHALL, USE EXTREME CARE IN NOT DAMACHIG THE ROOT STSTEM, NO EQUIPMENT, SUPPLIES, OR VIDICLES SMALL BE STOKED OR PARKED WITHIN THE DRIP UNE OF TREES TO REMAIN AND SE PRESERVED. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INFORM ALL EMPLOYEES AND SUBCONTRACTORS OF THIS REQUIREMENT AND TO ENFORCE SAME.
- 5. THE CONTRACTOR SHALL NOTIFY UTILITY OWNERS TAROUGH SUMSHINE STATE ONE CALL OF FLORIDA RBD-472-4770) AND UTILITY OWNERS LISTED BELOW AT LEAST TWO (2) FILL BUSINESS DAYS IN ADVANCE OF BEGINNING CONSTRUCTION ON THE JOB SITE. THE CONTRACTOR SHALL WAIT THE REQUIRED TIME FOR BURIED UTILITIES TO BE LOCATED AND MARKED. THE CONTRACTOR EMALL PROTECT THE MARKS DURING CONSTRUCTION, IF THE MARKS ARE DESTROYED, THE CONTRACTOR BHALL CALL SUNSHINE STATE ONE CALL FLORIDA AGAIN, THE CONTRACTOR BHALL DID EAFELY, USING EXTREME CAUTION, WHEN DISCING WITHIN 24 INCHES ON ESTREM SIDE OF THE MARKS TO AVOID HITTING THE BURIED

CONTACY KENNY DOUGLAS <u>PHON8</u> 850-505-5567 GULF POWER 850-914-8129 850-828-8472 ROLAND MOORE CITY OF PARKER

- THE PROPOSED CONSTRUCTION SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT (ADA), THE ADA COMPLIANCE HANDEDDK, LATEST EDITION, AND THE FLORIDA ACCESSIBILITY CODE.
   ALL DISTURBED AREAS WITHIN THE LIMITS OF CONSTRUCTION THAT ARE NOT PAVED SHALL BE RESTORED WITH SOD TO
- A CONDITION EQUAL TO OR SUPERIOR TO THAT EXISTING PRIOR TO COMMENCEMENT OF WO
- 8. ALL INLETS SHALL BE PROTECTED AS PER FOEP DEST MANAGEMENT PRACTICES, AND THE FOEP/FOOT EROSION AND
- 9. THE CONTRACTOR SHALL PROTECT ALL GRASSED AREAS FROM DISCARDED CONCRETE AND EXCESS MATERIALS, ALL DISCARDED CONCRETE AND EXCESS MATERIALS SHALL BE REMOVED FROM THE RIGHT-OF-WAY (OR JOB SITE) ON A
- 10. THE CONTRACTOR IS TO MAINTAIN AND KEEP STREET RAME IDENTIFICATION (STREET SIGNS) VISIBLE DURING
- CONSTRUCTION OPERATIONS, IN ORDER TO FACILITATE EMERGENCY VEHICLE TRAFFIC.

  11. ANY KNOWN OR SUSPECTED HAZARDOUS MATERIAL FOUND ON THE PROJECT BY THE CONTRACTOR SHALL IMMEDIATELY 11. ANY KNOWN OR SUSPECTED HAZARGOUS MATERIAL FOUND ON THE PROJECT BY THE CONTRACTION SHALL MIMEDIATE.

  BE REPORTED TO THE CONSTRUCTION PROJECT ADMINISTRATOR WIGH SHALL DIRECT THE CONTRACTION TO PROTECT

  THE AREA OF KNOWN OR BUSPECTED CONTAMINATION FROM FURTHER ACCESS. THE ENGINEER IS TO NOTIFY THE FOOT

  DISTRICT'S CONTAMINATION IMPACTS COORDINATION (DCIC) OF DISCOVERY, THE DCIC ADMINISTRATOR WILL ARRANGE

  AN INVESTIGATION, IDENTIFICATION AND REMEDIATION OF THE HAZARDOUS MATERIAL, THE CONTRACTOR SHALL NOY

  RETURN TO THE AREA OF CONTAMINATION UNTIL APPROVAL IS PROVIDED BY THE CONSTRUCTION PROJECT

  ADMINISTRATOR. THE FOIC WILL ADVISE THE CONSTRUCTION PROJECT ADMINISTRATOR AND THE FOLLY SHALL BE IN ACCORDANCE WITH FOOT DESIGN STANDARD 102 AND THE FOOTSPOEP

  FROEION A STRUMENT CONTROL HANDROY.
- 13. ALL PROPOSED CURB RAMPS SHALL BE CONSTRUCTED IN ACCORDANCE WITH FOOT STANDARDS AND ADA
- 14. ALL ADA DETECTABLE WARNING MATS (DWM) SHALL EXTEND THE FULL WIDTH OF THE CURB RAMP AND EXTEND 2 FT.
  FROM THE TOE OF THE CURB RAMP. ALL DETECTABLE WARNINGS BHALL BE IN ACCORDANCE WITH FOOT INDEX 304 AND
  SPECIFICATION 527, COLOR BAFETY YELLOW. ALL ADA DETECTABLE WARNING SYSTEMS MUST BE ON THE FDOT
- Approved products 187.

  16. Contractor shall hothy all adjacent property owners, if their landscaping is to be removed, to coordinate the removal and possible relocation.

  16. Dewatering: Should lowering of groundwater be necessary for the installation of concrete structures, or to prevent lateral movement of concrete already places, such lowering of shall be accomplished by means of a well point system or other approved means, at contractors expense. Comprehensive plane for dewatering of special such lateral through the contractor prort to installation. The contractor shall be responsible for all permitting associated with dewatering.
- 17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ACQUIRING ANY NECESSARY HPDES PERMIT.

  18. END OF CURBS SHALL TRANSITION FROM PULL TO ZERO HEIGHT OVER 6 FEET UNLESS OTHERWISE SPECIFIED AS A CURB
- 19. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY METERS, VALVES, SERVICE LATERALE, FIRE HYDRANTS, MAINE
- WATER, WASTEWATER, OR DAS FACRITIES DAMAGED DURING CONSTRUCTION AT NO ADDITIONAL COST TO THE CITY.

  20. SWEEPING SHALL DOOUR DAKY OR IMMEDIATELY AFTER SUCH EVENTS THAT CAUSE TRACKING ONTO STREET.
- 21. ALL SIGNADE IMPACTED BY CONSTRUCTION ACTIVITIES SHALL BE RELOCATED BY CONTRACTOR ACCORDING TO FOOT BIANDARDS.
- 22. Removal of existing and/or temporary pavement markings shall be accomplished by the following methods: Milling and/or abphalt overlay, sand or water blasting, or other neams approved by the project administrator, grinding shall only be permitted in non-traffic areas. Use of black pant yo cover existing and/or temporary pavement markings is prohibited.
- 23. ALL PROPOSED STRIPING AND MESSAGES SHALL BE THERMOPLASTIC. THERMOPLASTIC IS TO BE USED FOR FINAL STRIPING ONLY, INTERACOURTS STRIPING SHALL BE PAINTED.
- 24. ALL PROPOSED INLETS SHALL HAVE & SUMP SOTTOMS (12' DIA.) PER FOOT INCEX 201.
- 23. ALL MAILBOXES IMPACTED BY CONSTRUCTION SHALL BE REPLACED IN ACCORDANGE WITH FOOT INDEX 532.
- 28. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST FOEP, FOOT, AND BAY COUNTY STANDARDS AND
- 27. CONTRACTOR SHALL MAINTAIN EX DRAINAGE PATTERNS DURING CONSTRUCTION. LAY DOWN AREAS AND MATERIALS SHALL NOT IMPEDE THE FLOW OF STORMWATER RUNDER.
- 28. CONTRACTOR SHALL MAINTAIN SAFE ACCESS FOR VEHICLES AND PEDESTRIANS ACCESSING THE PARKING LOT AND BUILDING, DURING CONSTRUCTION.

#### **GRAVITY SEWER INSTALLATION RELATED ITEMS:**

- 1. ALL GRAVITY SEWER PIPE, MANHOLES, SERVICE LATERALS AND PIPE BEDDING BHALL BE INSTALLED ACCORDING TO ENGINEERING DRAWINGS AND SPECIFICATIONS
- 2. THE CONTRACTOR SHALL VEHIS'S HORIZONTAL AND VERTICAL LOCATIONS OF ALL EXISTING SEWER MAINS AND BEWER LATERALS TO BE CONNECTED TO PRIOR TO CONSTRUCTION. 3. ALL GRAVITY SEWER PIPE SIZES 4" TO 15" AND DEPTHS UP TO 15 FERT SHALL BE PVC AND IN ACCORDANCE WITH ASTM
- 0-3034-8DR26, UNLESS SPECIFIED OTHERWISE
- all sewer service lateral corrections shall be installed a minimum of 5 feet from the nearest manhole and have A 2 feet minimum separation between manhole. All sewer service laterals connections to New PVC sewer pipe Shall be made with gaskeyed PVC tee or wye fittings. Saddle connections shall not be allowed.
- 5. ALL SEWER BERVICE LATERALS SHALL BE 4 INCHES UNLESS NOTED OTHER WISE. THE MINIMUM SEWER SERVICE LATERAL PIPE SLOPE SHALL BE; 4 INCHES+2%; 6 INCHES+1%; 8 INCHES+0.5%.
- 6. LOCATOR TAPE BHALL BE INSTALLED 12" TO 18" ABOVE ALL GRAVITY SEWER MAIKS AND SERVICE LATERALS AND LOCATER TAPE
- 7. ALL CONNECTIONS TO EXISTING SEWER MAINS AND LATERALS OF DISSIMILAR MATERIALS SHALL SE MADE WITH STRONG BACK PLEXIBLE REPAIR COUPLINGS.
- 8. MANHOLES SHALL BE A MINIMUM FOUR (41500) DIAMETER AND CONSTRUCTED PER THE STANDARDS AND SPECIFICATIONS
- Ø. ALL MARHOLE BENCHES SHALL BE REPAIRED OR REPLACED AS NECESSARY TO HAVE SMOOTH TRANSITIONS THROUGH MANHOLE.
- 10. ALL GRAVITY SEWER PIPE (MAIHS AND LATERALS) SHALL HAVE AIR TEST AND COLOR CCTV INSPECTION COMPLETED AND APPROVED BY THE ENGINEER PRIOR TO ROADWAY RESURFACING
- 11. GCTV INSPRCTIONS SHALL BE COMPLETED IMMEDIATELY AFTER FLUSHING WITH CLEAN WATER, ANY DESRIS ENCOUNTERED WILL RESULT IN A FAILED INSPECTION AND PRESSURE TEST.
- 12. GRAVITY SEWER PIPE SAGS SHALL NOT EXCEED MORE THAN 10% OF THE PIPE DIAMETER.

#### LITILITY GENERAL NOTES:

- 1 ALL MAINS SHALL BE INSTALLED ACCORDING TO ENGINEERING PLANS AND SPECIFICATIONS
- 2. ALL VALVES AND MATERIALS SHALL COMPLY WITH AWAYA (AMERICAN WATER WORKS ASSOCIATION) STANDARDS, LATEST
- 3. THE CONTRACTOR WILL BE REQUIRED TO REMOVE & REPLACE (TEMS ENCOUNTERED IN THE FIELD, & SIGNS, FENCING, POST, etc..
- 4. MAINS SHALL HAVE A MINIMUM OF 36" COVER UNLESS APPROVED BY ENGINEER
- CONTRACTOR IS TO FURNISH "AS BUILT PLANS" INDICATING LOCATIONS OF ALL FITTINGS, VALVES, AND DEAD END RUNS WITH THIRE (3) PHYSICAL FEATURES (LOT CORNERS, TREES, ETC.).
- B. Base and Backfill Materials skall de either of the same type and composition as the materials removed, or of equal or greater structural adequacy. Materials contaminated with deleterious substances during excavation shall not be used for fill.
- The Contractor shall be responsible for determining the exact location of existing utilities, and to determine if other utilities will be encountered during the course of the work, and take whatever step necessary to provide for their protection,
- B. UTILITIES SHOW ON THE PLAN MAY NOT BE ACCURATE AND ALL UTILITIES MAY NOT BE SHOWN
- 9. THE CONTRACTOR SHALL NOTIFY ALL UTILITY GUNGER 48 HOURS PRIOR TO COMMENCING CONSTRUCTION AND SHALL VERIFY LOCATION OF ALL UTILITIES PRIOR TO EXCAVATION.
- 10. ALL PAVEMENT SHALL OK CUY AND PATCHED IN ACCORDANCE WITH ENGINEERING PLANS AND SPECIFICATIONS
- 11. ALL CONCRETE ENCASED DUCTRE IRON SHALL DE WRAPPED WITH A PLASTIC MATERIAL AND TAPED TOGETHER SEFORE CONCRETE IS PLACED AROUND THE PIPE.
- 12. Where there is less than 12' clearance between pugdi fipe and other pipe or specificd areas, the fipe shall be encased with 8' thickness around the pipe and 8' clearance each way in the axual direction.
- 13. THE CONTRACTOR SHALL REMOVE AND REPLACE, TO THEIR ORIGINAL NATURE, ALL DISTURGED MATERIALS OR OBJECTS WITHIN THE PATH OF THE NEW UTILITIES AS NECESSARY, ALL REPLACED MATERIALS SHALL BE EQUAL OR BETTER AND SHALL DE APPROVED BY THE ENDINEER. THE INCLUDES ALL LANDSCAPING WITHIN THE RIGHT OF WAY IN THE FATH OF THE NEW UTILITIES.

  1.4. THE CONTRACTOR SHALL VISIT THE SITE PRIOR TO BIDDING. THE SURVEY MAY NOT SHOW ALL OBJECTS WITHIN THE PATH OF THE NEW UTILITIES. IF OBJECTS ARE NOT SHOWN ON THE SURVEY, THE CONTRACTOR SHALL NOTIFY THE ENGINEER WITHIN 7 DAYS PRIOR TO THE BID DATE. CONTRACTOR WILL BE RESPONSIBLE FOR REPLACEMENT OF ALL OBJECTS NOT SHOWN ON THE
- 13. All construction areas near wetlands are to be monitored closely for erosion, sut fence and hay bales shall be used in these areas, contractor shall follow all the fdepacoe dredge and fill permit requirements if applicable, see specifications.
- 15. ALL SPOR MATERIAL SHALL DE PLACED ON THE UPLAND SIDE OF ANY SLOPED CONSTRUCTION AREA.
- 17. THE CONTRACTOR SHALL TAKE WHATEVER STEPS NECESSARY TO PREVENT EROSION INTO NEARBY WETLANDS.
- 18. INSULATED 12 CA. LOCATING WIRE SHALL BE INSTALLED ON TOP OF ALL HOM-METALIC PIPE, WHICH INCLUDES SERVICE CONNECTIONS, ALL LOCATING WIRE SHALL BE CONNECTED AND SHALL TERMINATE IN VALVE BOXES AND METER BOXES AS SHOWN IN THE DETAILS.
- ALL PIPE SHALL BE INSTALLED IN DRY CONDITIONS, WELL POINTING MAY BE REQUIRED AT THE DIRECTION OF THE ENGINEER. WELL POINTS OR BOOK PIPE MAY BE USED.
- 20. CONTRACTOR SHALL FOLLOW ALL OSHA REQUIREMENTS FOR CONSTRUCTION
- 21. THE CONTRACTOR SHALL FOLLOW ALL CONDITIONS OF THE PERMIT REQUIREMENTS. SEE SPECIFICATIONS FOR COPY OF
- 22. ALL DISTURBED AREAS SHALL BE SODDED.
- 23. A ONE FOOT STRIP OF SOO SHALL BE INSTALLED ON THE EDGE OF ALL ASPHALT OVERLAY AREAS AND AROUND ALL ASOVE CROUND CONCRETE STRUCTURES INCLUDING BUT NOT LIMITED TO VALVE PAOS. BLOW OFF VAULTS, AND AIR RELEASE VAULTS.
- 24. CONTRACTOR SHALL PROVING ALL FITTINGS, BLEEVED AND TRANSITION ADAPTERS AS NECESSARY TO COMPLETE THIS PROJECT.
- 25. CONTRACTOR SHALL COMPLETE RESTORATION WITHIN 2 WEEKS OF SUCCESSFUL PIPE PRESSURE TESTING AT AIRY GIVEN LOCATION. TEST SHALL SE PERFORMED VALVE TO VALVE WITHIN ONE WEEK OF COMPLETING THAT SECTION. PRESSURE TESTING SHALL TAKE PLACE EVERY 2 WEEKS DURING CONSTRUCTION FOR ANY PIPE INSTALLED IN THAT PERIOD.
- 28. DATA FLOW SYSTEMS WILL PERFORM ANY REQUIRED TRAINING FOR THE VFD CONTROL WITH THE SCADA SYSTEM TO THE END
- 27. Gravity sewer manholes located within pavement shall be flush with proposed grade. Gravity sewer manholes Located within grassed areas shall be 3 inches above proposed grade.

Dewberry'

Dewbery Engineers Inc. 203 Aberdeen Perloway Panoma City, FL 32405 850,522,0644

PARKER COUNTY, FLORIDA HBO STORAGE GARY EILERS

JEFFREY DRITTAIN, P.E. 59269 EB0008784

PRELIMINARY DOCUMENTS

SCALE

REVISIONS

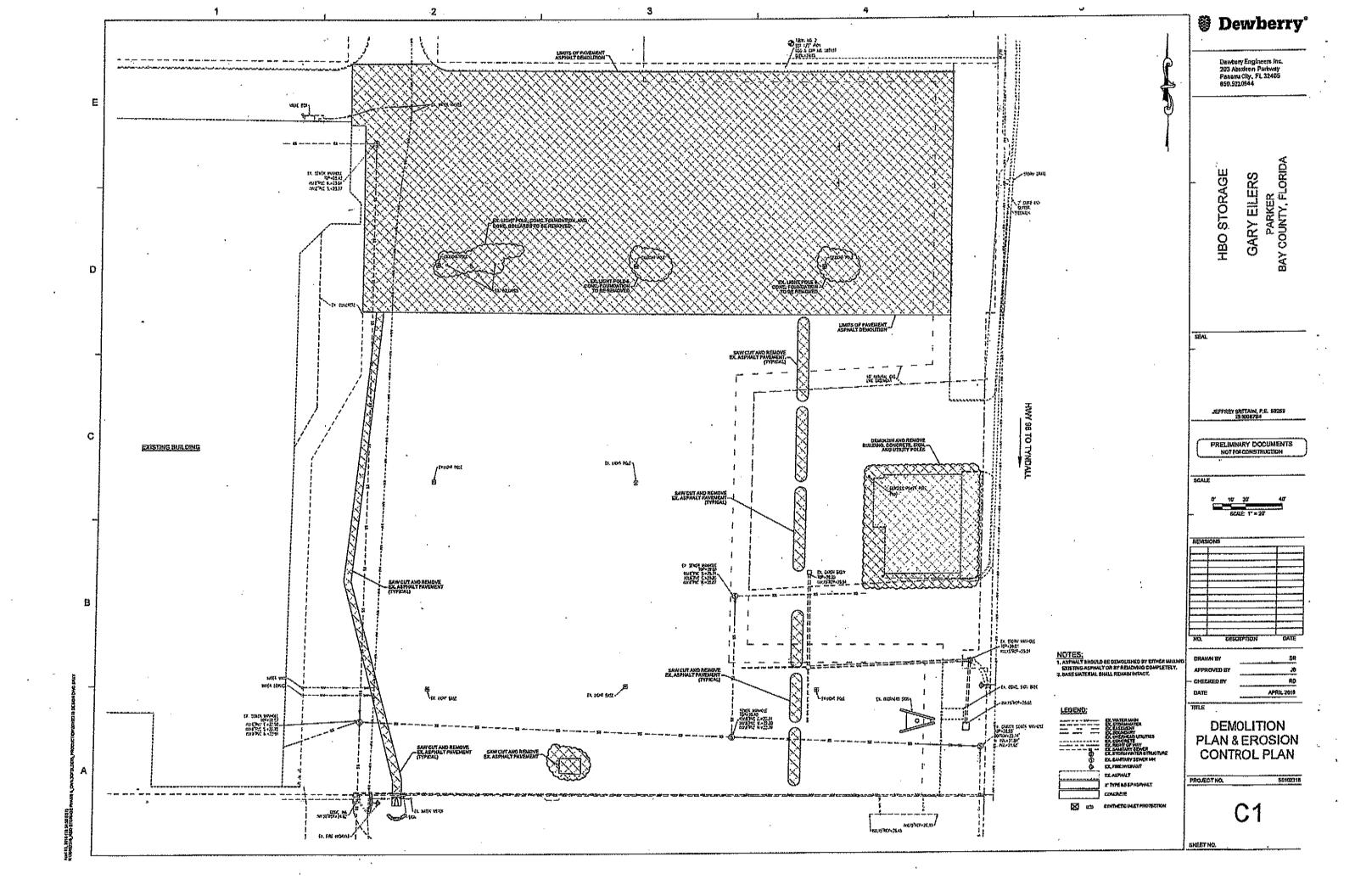
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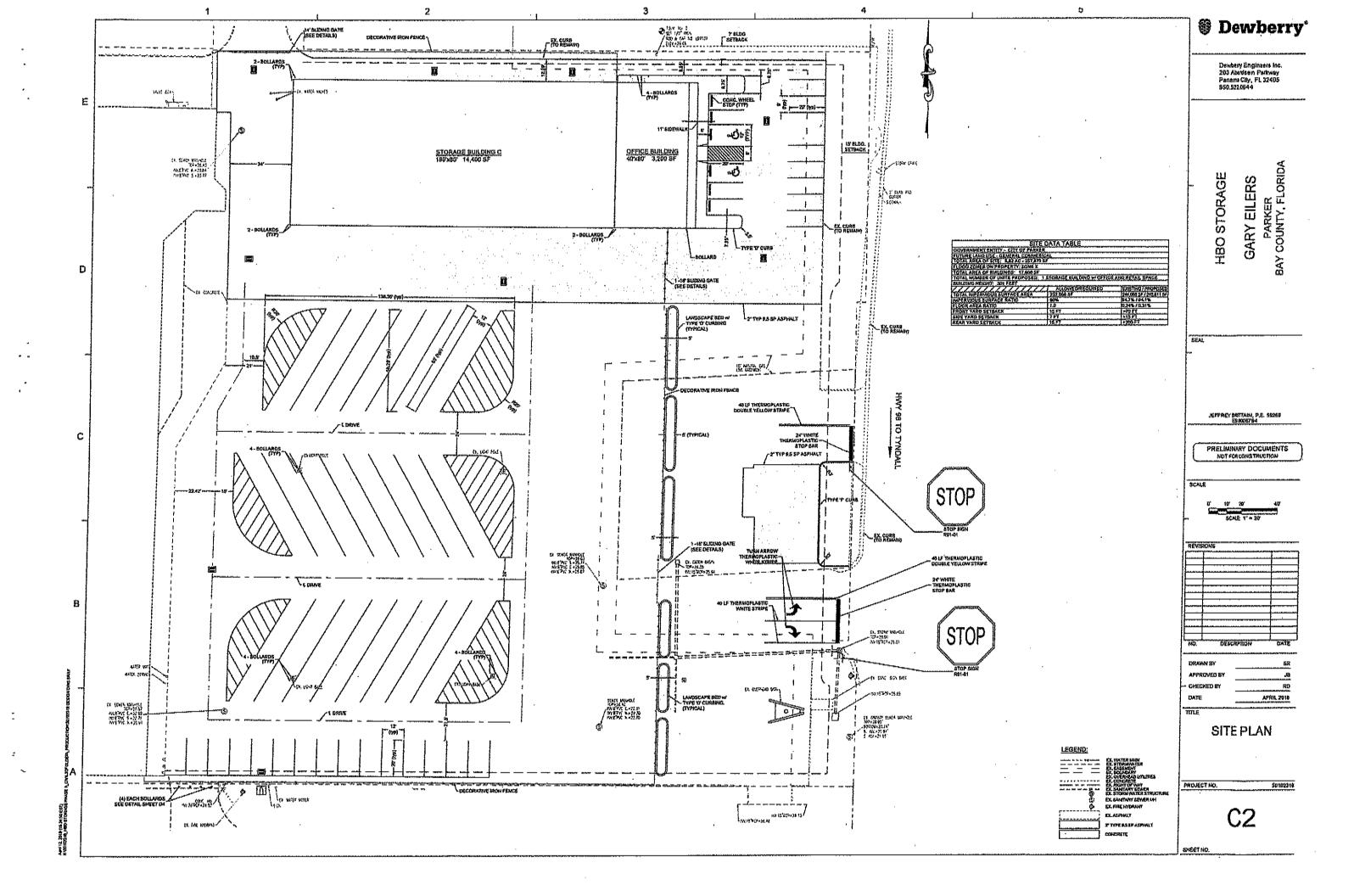
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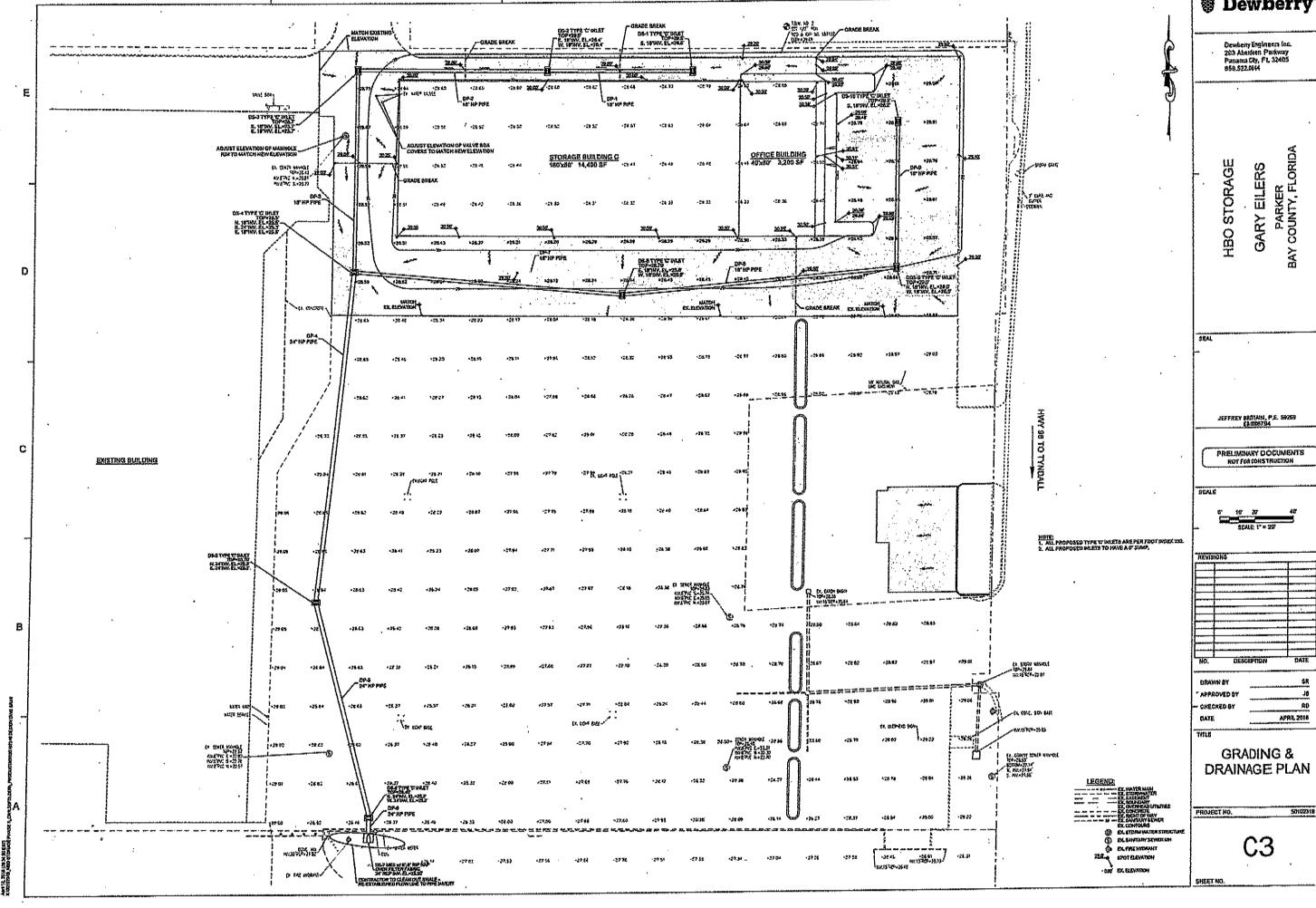
GENERAL NOTES

PROJECT NO

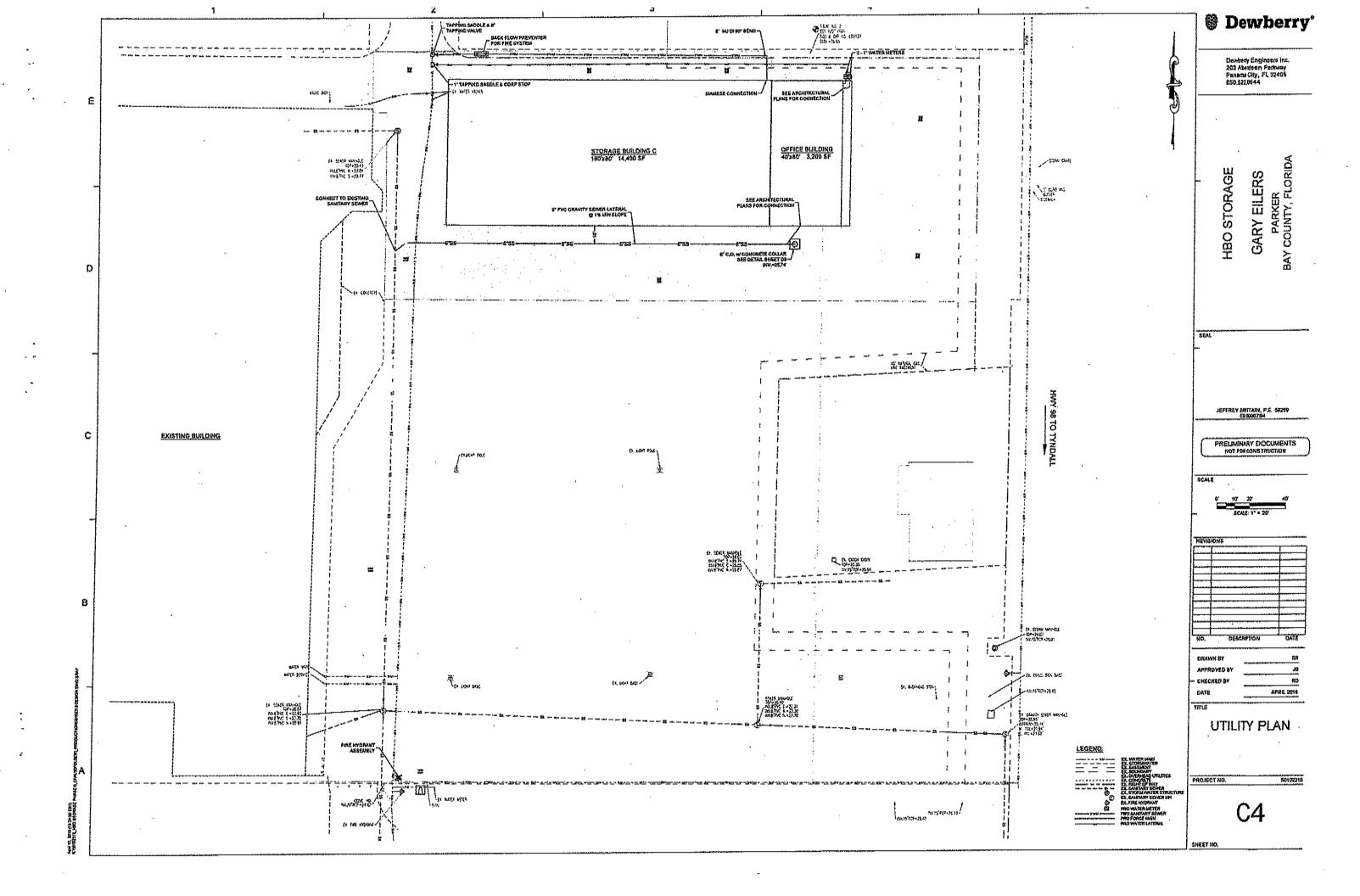
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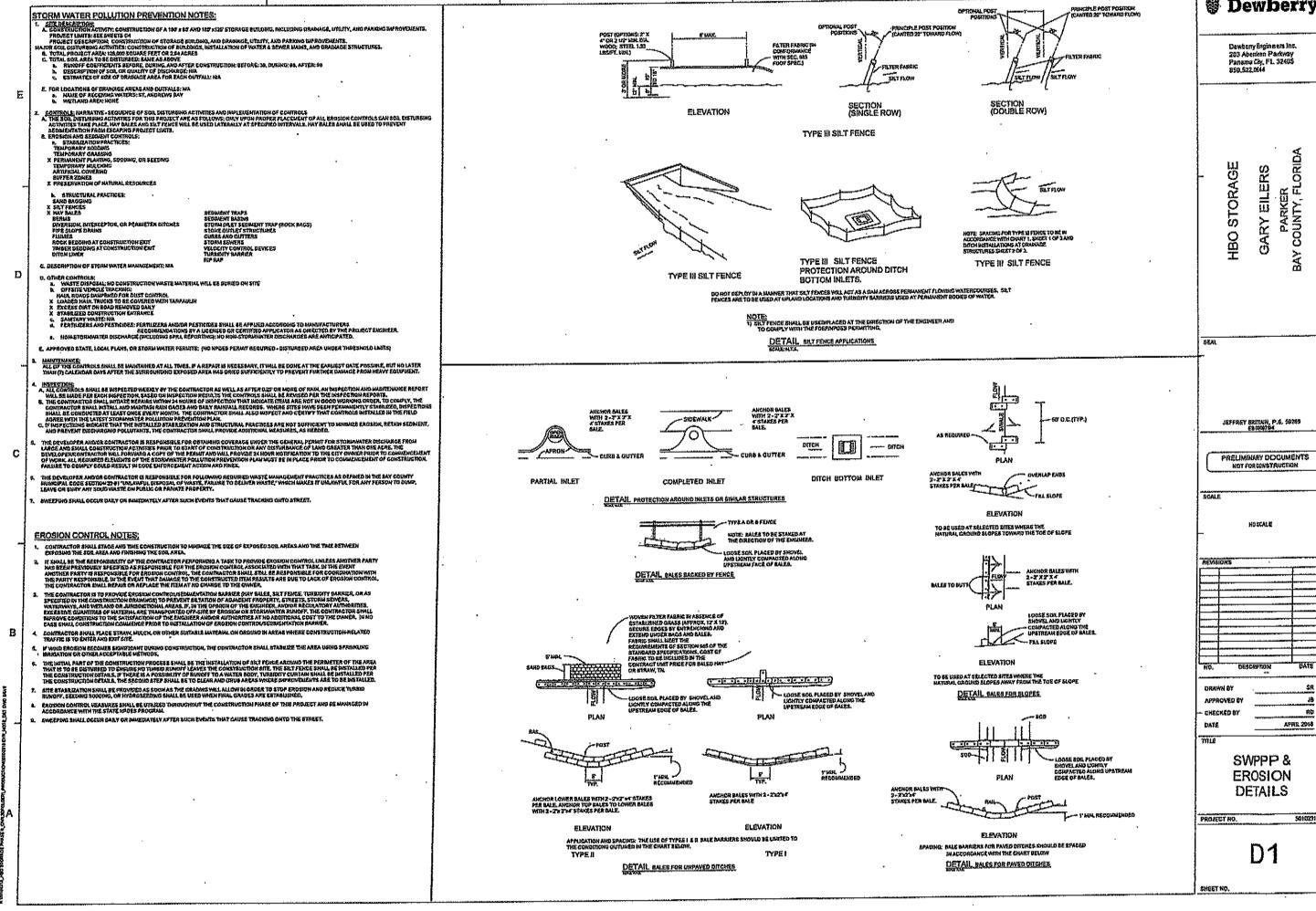






Dewberry\*

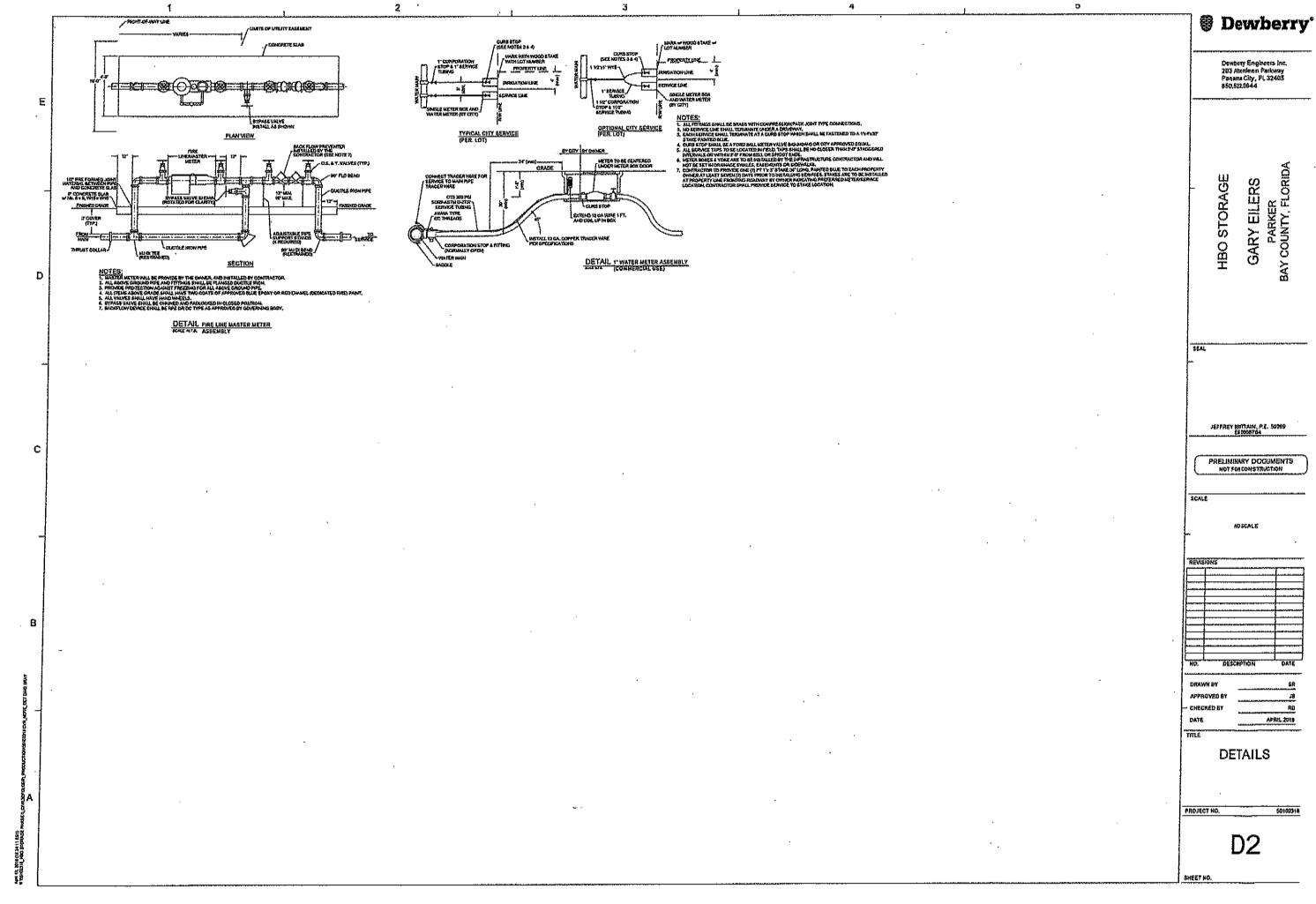


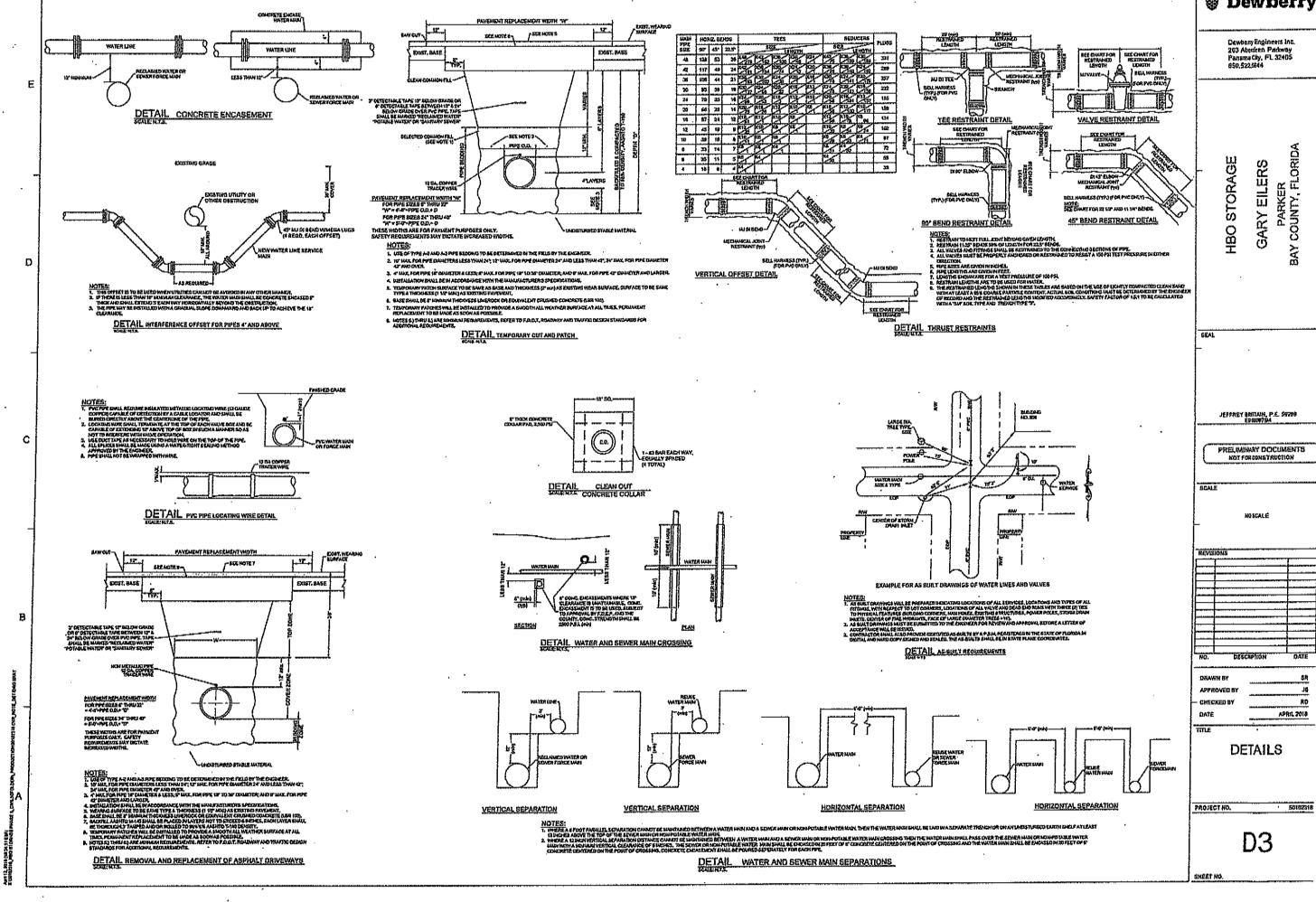


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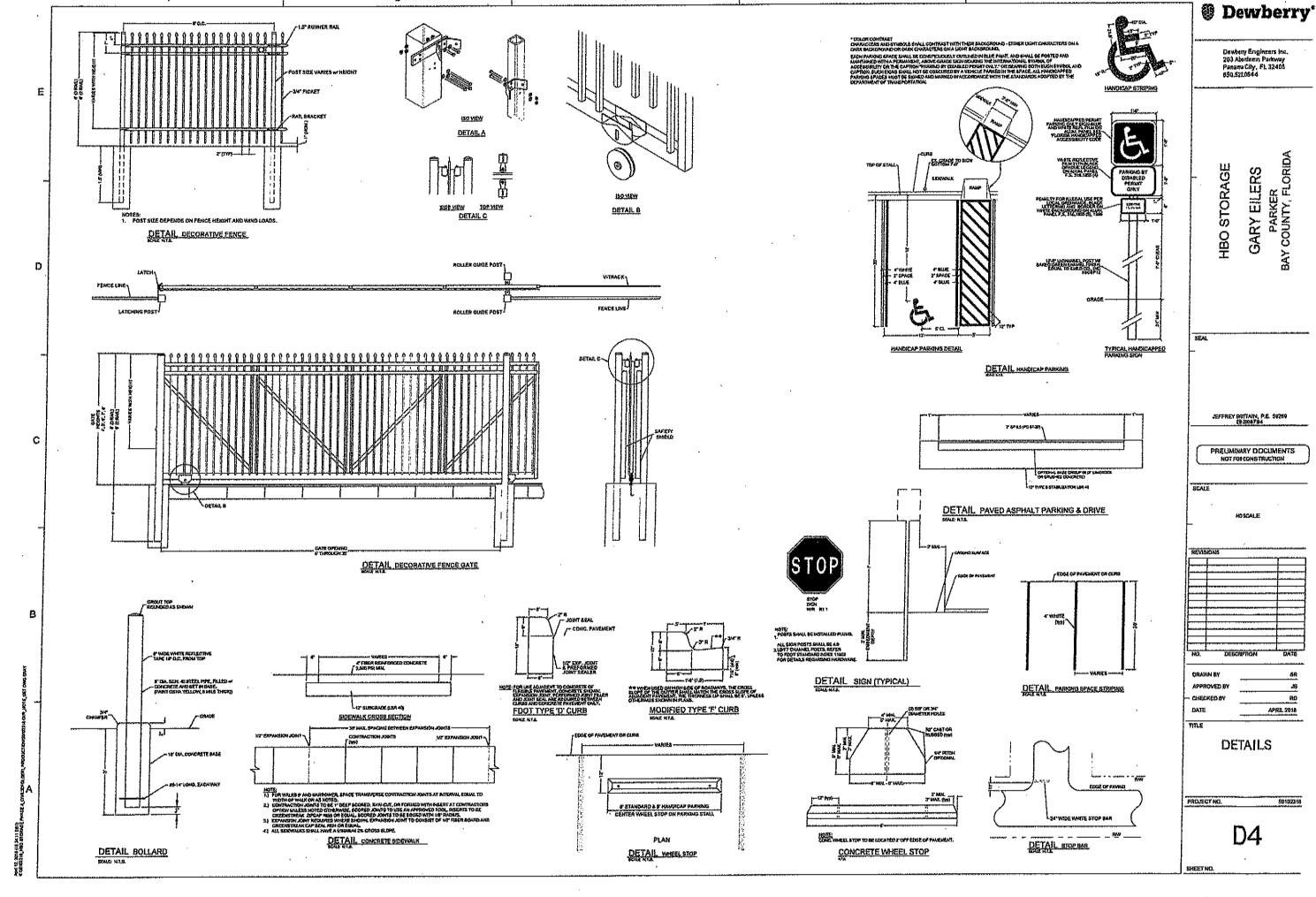
PRELIMINARY DOCUMENTS



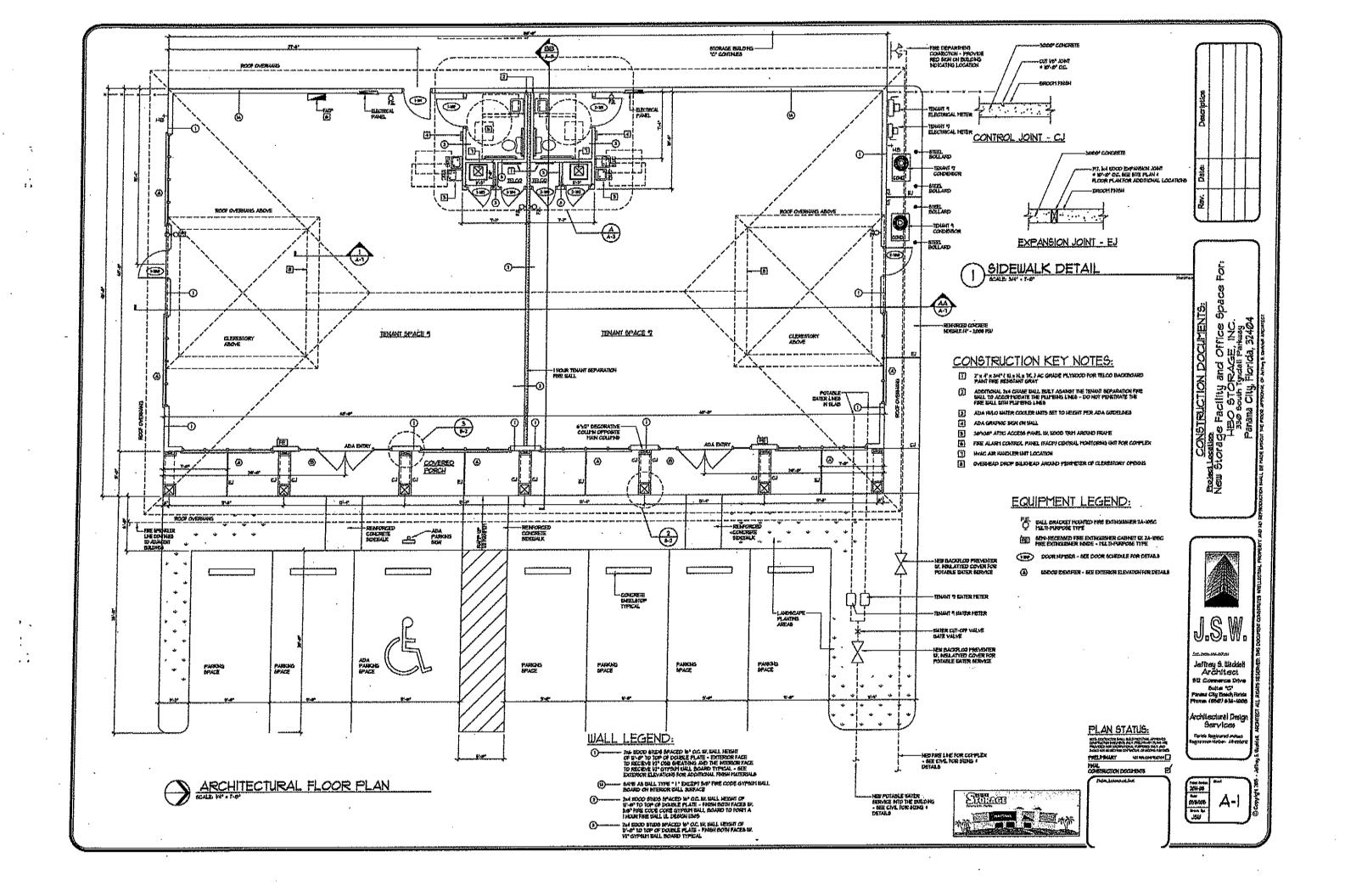


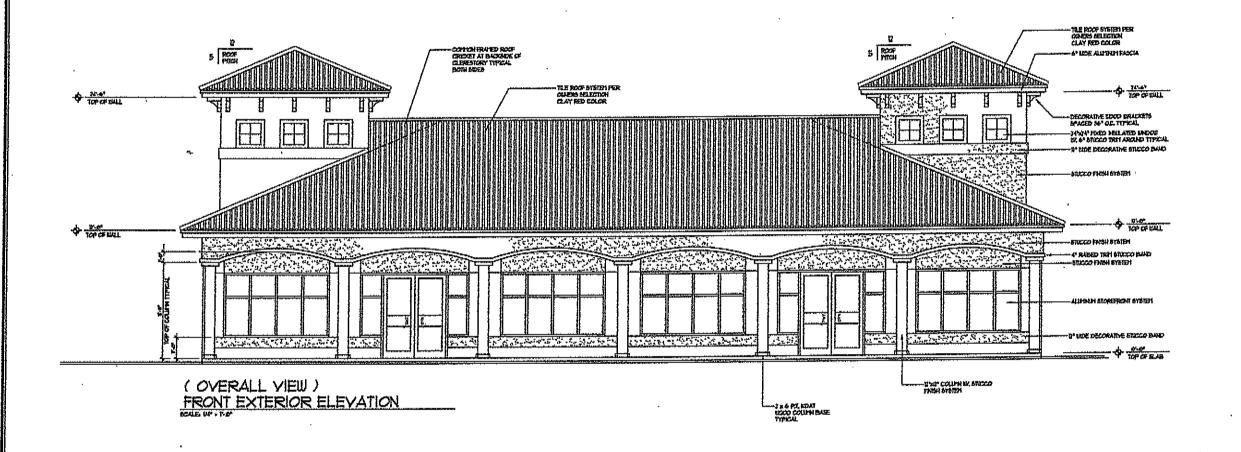
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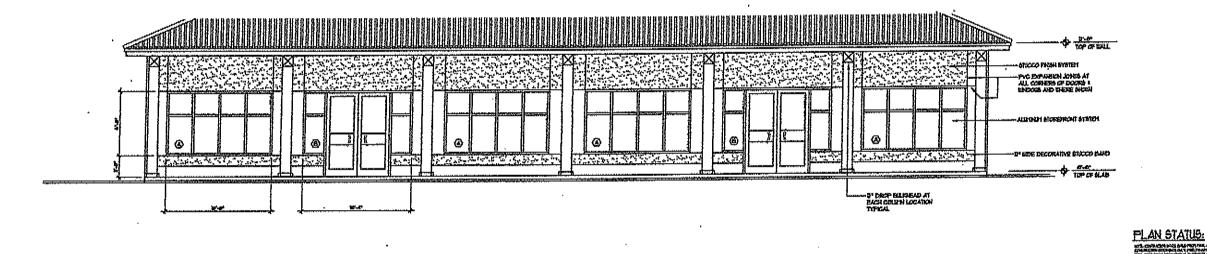
Dewberry\*



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( VIEW OF WALL )
FRONT EXTERIOR ELEVATION



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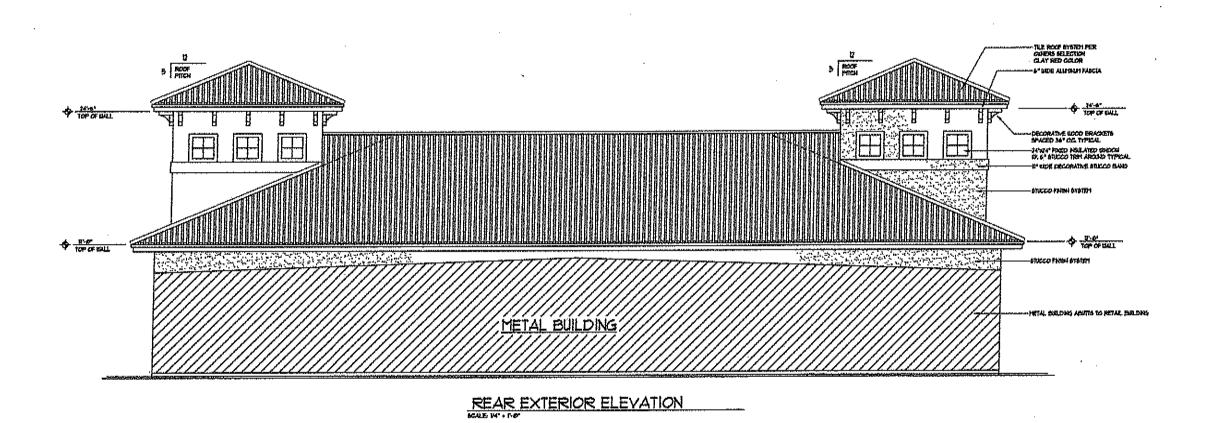
J.S.W.

Jeffrey S. Woodell Architect SV Common Dive Suite "C" Pares Cig Beed Forts Phone (1880) \$35-4001

Architectural Design Services Florida Registered Advisor Seasy anno Northern All-1994

PRAT CORRECTION DOCUMENTS

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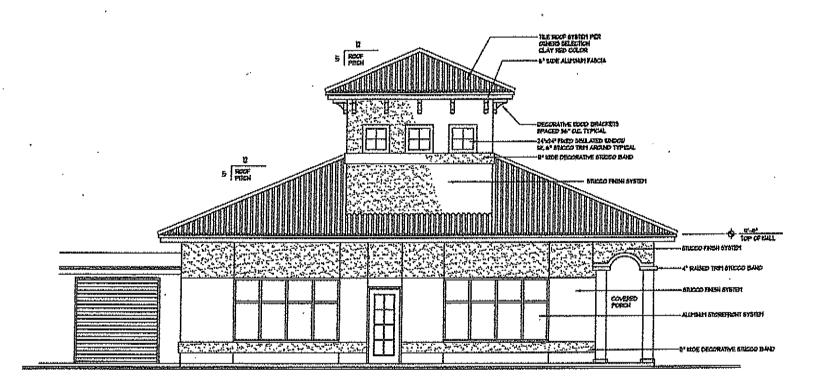


J.S.W.

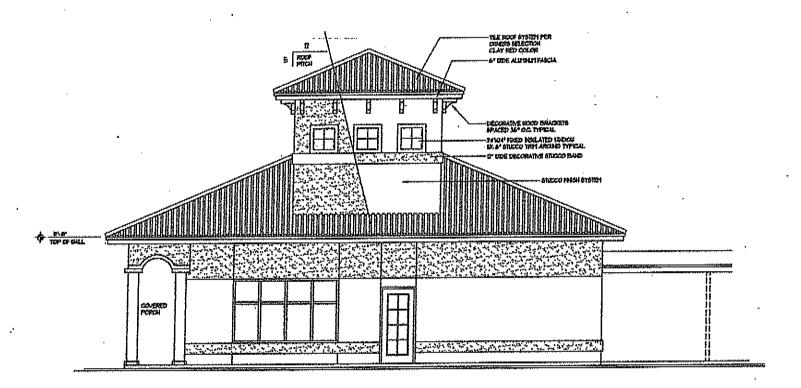
Jeffrey S. Waddell Architect BU Common Drive Bulle 'C' Pamen Cay Board Sinds From 1868/434-1688

Architectural Design Services

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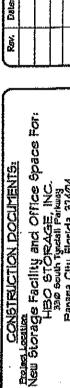


LEFT EXTERIOR ELEVATION



RIGHT EXTERIOR ELEVATION







J.S.W.

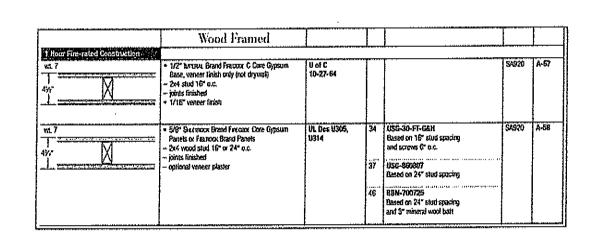
Jeffrey S. Baddell Architect 80 Comments Drive Bulle "C" Passe Og Bedyllaide Prone (800) 636-1006

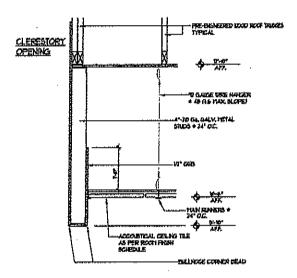
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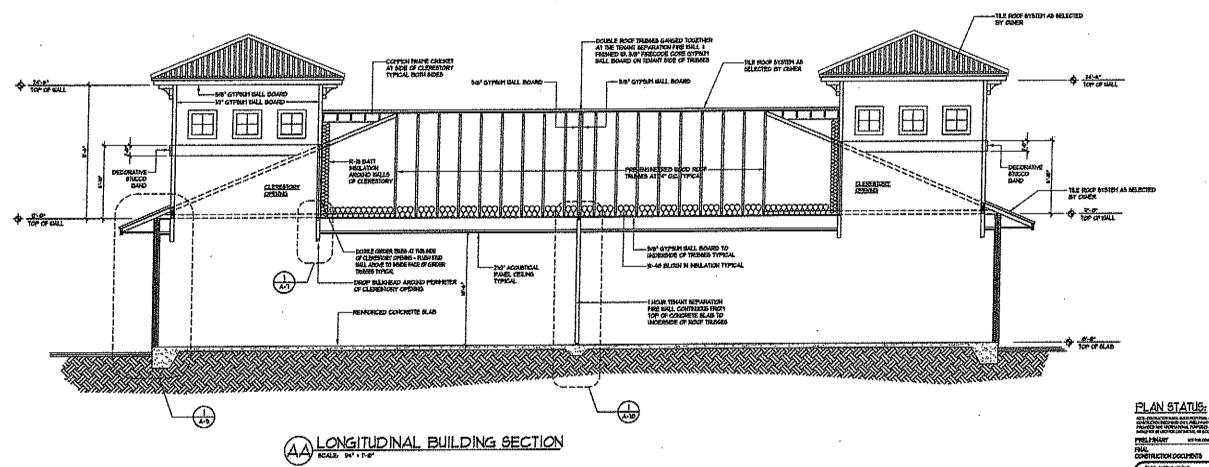
PAUL CONSTRUCTION DOCUMENTS







BULKHEAD DETAIL-(TYPICAL)



CONSTRUCTION DOCUMENTS:

Relationality

New Storage Facility and Office Space
HEO STORAGE, INC.

339 6cult lydall Partual

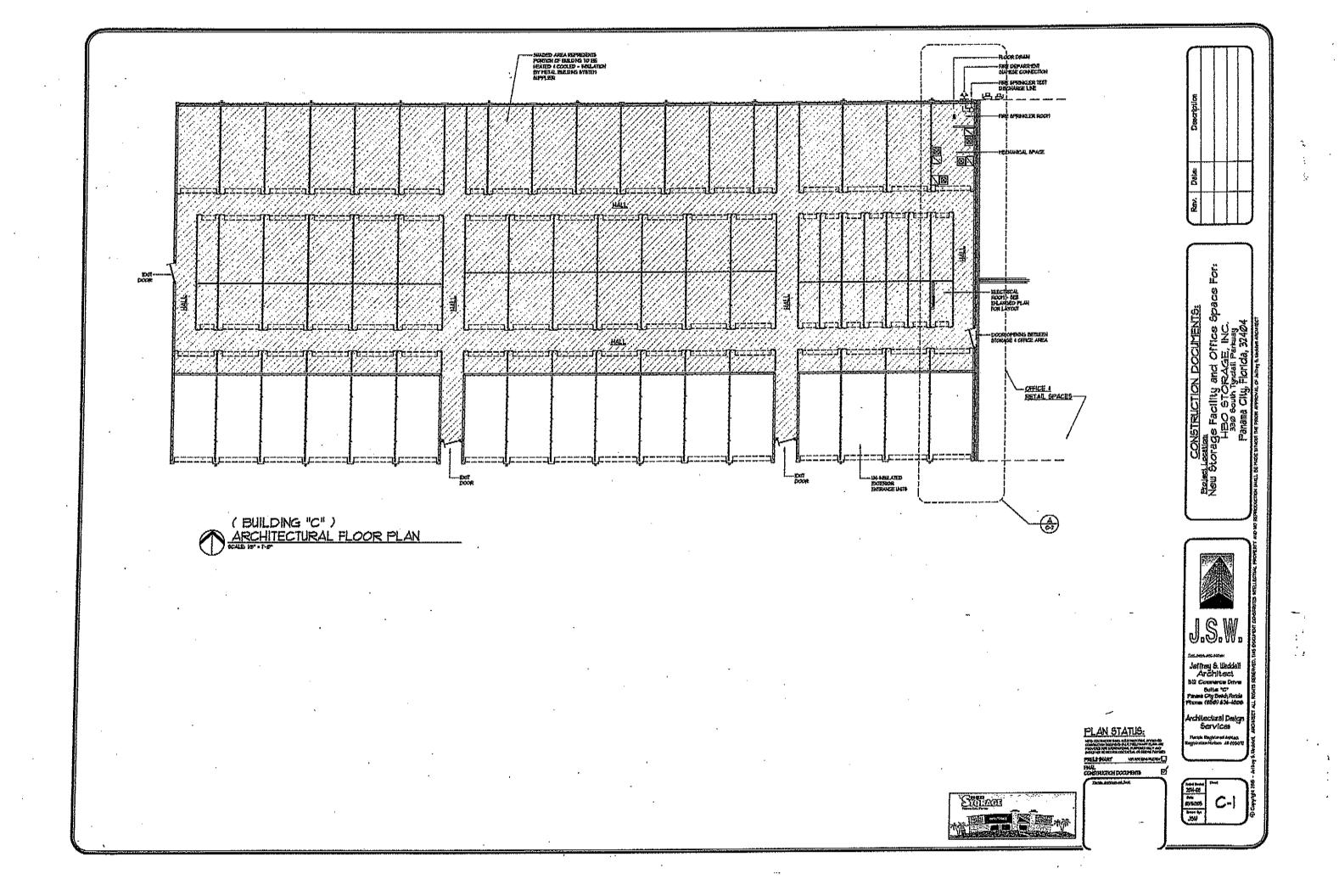


J.S.W.

Jeffrey S. Waddell Ar Chitect By Gomeroe Prive Bulle 'C' Panes Gy Beechferds Thoma (850) 636-4608

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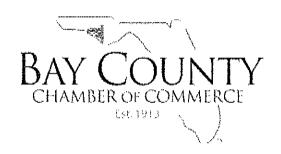
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# CITY OF PARKER AGENDA ITEM SUMMARY

3. REQUESTED MOTION/ACTION: Authorize execution of Economith Bay County Chamber of Commerce and NextSite  4. IS THIS ITEM BUDGETED (IF APPLICABLE)  YES NO N/A  5. BACKGROUND: (PROVIDE HISTORY; WHY THE ACTION IS NEEDED; WISTOR THE CITY)  Gulf Power subsidized a development organization to make it avaithat wished to redevelop their primary business corridors. The Chagreed to provide additional cost sharing through the initial contrists a three-year contract with the ability to continue the contract if costs for the Tyndall Parkway portion that touches both Callaway. This will allow the City of Parker to engage a professional organization.							
3. REQUESTED MOTION/ACTION: Authorize execution of Economith Bay County Chamber of Commerce and NextSite  4. IS THIS ITEM BUDGETED (IF APPLICABLE)  YES NO N/A  5. BACKGROUND: (PROVIDE HISTORY; WHY THE ACTION IS NEEDED; WIFFOR THE CITY)  Gulf Power subsidized a development organization to make it avaithat wished to redevelop their primary business corridors. The Chagreed to provide additional cost sharing through the initial contrils a three-year contract with the ability to continue the contract if costs for the Tyndall Parkway portion that touches both Callaway  This will allow the City of Parker to engage a professional organization in the proper.	2. MEETING DATE:						
4. IS THIS ITEM BUDGETED (IF APPLICABLE)  YES NO N/A  5. BACKGROUND: (PROVIDE HISTORY; WHY THE ACTION IS NEEDED; WIFFOR THE CITY)  Gulf Power subsidized a development organization to make it avaithat wished to redevelop their primary business corridors. The Chagreed to provide additional cost sharing through the initial contrils a three-year contract with the ability to continue the contract if costs for the Tyndall Parkway portion that touches both Callaway  This will allow the City of Parker to engage a professional organization identifying parcels and bringing developers to match to the proper	lune 19, 2018						
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Gulf Power subsidized a development organization to make it available to local municipalities that wished to redevelop their primary business corridors. The Chamber of Commerce has agreed to provide additional cost sharing through the initial contract term. The arrangement is a three-year contract with the ability to continue the contract if desired. We are splitting costs for the Tyndall Parkway portion that touches both Callaway and Parker.  This will allow the City of Parker to engage a professional organization to assist us in identifying parcels and bringing developers to match to the properties to upgrade the							



# AGREEMENT TO PROVIDE RESEARCH, MARKETING & CONSULTING SERVICES

THIS AGREEMENT (this "Agreement") is entered by and between NextSite, LLC, an Alabama limited liability company (hereinafter referred to as "NextSite" or "Consultant"), the Bay County Chamber of Commerce (hereinafter referred to as "Chamber") and the City of Parker (hereinafter referred to as "Client") on this the 1st day of June 2018, as follows:

WHEREAS, Client desires to have performed those services identified on Exhibit A attached hereto (the "Project") for the City of Parker which it believes will promote the efficient development of Client; and,

WHEREAS, Consultant has made a proposal to Chamber and Client to provide research, marketing and consulting services related to the Project as further set forth below.

WHEREAS, Chamber desires to use the research information developed by Consultant to assist in promoting businesses inside the premises of the Client.

WHEREAS, Client agrees that all analytical data developed by Consultant shall inur to the sole benefit of the Chamber.

#### WITNESSETH:

NOW, THEREFORE, this Agreement is made and entered into on the date first above written by and between Client, Chamber and Consultant, by which Consultant will provide research, marketing and professional consulting to Chamber and Client as hereinafter specified, through individuals possessing a high degree of professional skill where the personality of the individual will play a decisive role as follows:

#### 1. SCOPE OF SERVICES

A. As to Client - Consultant agrees, for the consideration stated herein, to provide research, marketing and professional consulting and related services to Client for the Project as set out in Exhibit A. The engagement will focus on development, redevelopment and infill opportunities in the <u>City of Parker</u>.

B. As to Chamber - All parties agree and acknowledge that any analytical data developed by Consultant's research shall be for the sole benefit of the Chamber and shall be treated as a Trade Secret as defined in Fla Stat. § 812.081 and shall be exempt from Public Records requirements of Fla. Stat. § 119.0701.

#### 2. TIME OF PERFORMANCE

Consultant shall provide services pursuant to this Agreement and expeditiously and in good faith conduct its work in such a manner as to complete its commitments for Chamber and Client within three (3) years between June 1, 2018 and May 31, 2021 with annual renewal options beginning June 1, 2021.

Consultant shall commence, carry on and complete the Project with all practicable dispatch, in a sound, economical and efficient manner, in accordance with the provisions hereof and applicable laws. In accomplishing the Project, Consultant shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work and policies being carried on by Client.

#### 3. <u>COMPENSATION</u>

Chamber and Client agree to pay Consultant for the services as set forth herein, the sum of \$6,500 for the first year, to be split \$3,250 and \$3,250 by Client and Chamber. Payment for the first year is to be made upon execution of this Agreement and Client's receipt of the applicable invoice from Consultant. The compensation for year two shall be \$6,500, to be split \$4,550 and \$1,950 by Client and Chamber payable by June 1, 2019. The compensation for year three shall be \$6,500 to be split \$5,850 and \$650 by Client and Chamber payable by June 1, 2020 respectively. Client shall have the right to renew the contract for additional years, starting in year four, at the rate of \$6,500 per year thereafter. Chamber and Client acknowledge that affiliates and strategic partners of Consultant act in the capacity of a real estate advisory service business and may earn fees for services including development, leasing and real estate advisory fees in the performance of such affiliates services as part of the scope of the Project. The fees earned by such affiliates and strategic partners are not the responsibility of the Chamber, Client or the City of Parker.

#### 4. <u>CLIENT RESPONSIBILITIES</u>

In addition to paying Consultant for services according to the preceding paragraph, Chamber and Client shall also provide for Consultant: access to relevant personnel, facilities, and materials including, but not necessarily limited to, those items specified in Consultant's proposal to Client, and such records, reports, and information as reasonably requested by Consultant and in Client's possession.

#### 5. LEVEL OF COMPETENCE

Consultant represents and warrants to Client that it and all of its employees that will be working on the project for Client are qualified and competent to perform the services required. Such personnel shall not be employees of or have any pre-existing contractual relationship with Client. All services required hereunder will be performed by Consultant or under its supervision.

The Project Directors for the performance of services by Consultant pursuant to the terms and conditions of this Agreement shall be Managing Partner Chuck Branch and Shelley Shores, VP of Client Communications. Consultant may also use additional employees to assist with the performance of this Agreement as Consultant deems appropriate in Consultant's discretion.

#### 6. <u>MATERIALS/CONFIDENTIALITY</u>

Client agrees to cooperate with and provide Consultant with access to facilities and information within its reasonable possession and control, requested by Consultant for its review and use in performing the services herein. Provided, however, all such documents, information, results, memoranda and all other written information ("information") shall be held confidential by Consultant and any of its subcontractors and shall not, without the prior written consent of Client, be used for any purpose other than the performance of this Agreement nor be disclosed to any other entity not connected with performance of this Agreement. Upon completion of services, Consultant shall return all such information to Client. Client shall retain ownership of all such information provided by Client.

Notwithstanding Fla. Stat. §119.0701, Parties agree and affirm any analytical data information provided to Chamber by Consultant per Paragraph 1B are Trade Secrets as defined by and protected under Fla. Stat. § 812.081.

#### 7. INTELLECTUAL PROPERTY

Client and Consultant, jointly and separately, acknowledge and agree that the intellectual property of both parties shall remain owned by the respective party. Except for Consultant's periodic and final reports, as well as all marketing materials, generated for performance of this Agreement to or for Client, memorandums, electronic mail, facsimile transmissions and other

written and prepared documents shall be owned by the party who authored, generated or who originally possessed the same and nothing in this Agreement shall contravene said rights.

#### 8. INFORMATION AND REPORTS

Consultant shall furnish periodic reports concerning the status of the project to Chamber's and Client's representative pursuant to a schedule agreed upon by Consultant and Client. Consultant shall furnish Client, upon request, electronic copies of all documents and other material prepared or developed as part of the project. Such requests shall be reasonable and within normal business practices for such work.

#### 9. COPYRIGHT INFORMATION

Client acknowledges that all intellectual property developed during the course of this Agreement by Consultant shall belong exclusively to Consultant. However, Client may utilize any of the foregoing for and on behalf of its internal operations but will take steps reasonably necessary with its employees with respect to the use, copying, protection and security of the foregoing. Notwithstanding the foregoing, Client may use all marketing materials developed pursuant to this Agreement for both its internal operations and external needs.

#### 10. APPLICABLE LAWS

Consultant shall register and comply with all State or Federal laws and/or regulations as they may relate to the services or activities of the Consultant to Client.

#### 11. INSURANCE

Consultant shall carry all appropriate and necessary insurance to be in compliance with state and national laws regarding the insurance coverage of its employees.

## 12. TERMINATION

Should Consultant violate any of the terms of this Agreement or otherwise fail to fulfill its obligations set forth under Exhibit A of this Agreement, Client shall provide Consultant written notice of any alleged deficiencies in performance as soon as practical. Consultant shall have thirty (30) days from the date notice is received to cure any alleged deficiencies in performance. In no way shall more than two (2) opportunities to cure be afforded to Consultant within a twelve-month period. Should Consultant fail to remedy the alleged defect in performance after being given the opportunity to do so, Client shall have the right to terminate

this Agreement. All fees paid for any term shall be deemed fully earned when paid and are not subject to refund following any termination hereunder.

## 13. CONFLICT OF INTEREST

Consultant represents and warrants to Client, to the best of its knowledge, that neither it nor its Project Directors are aware of any conflict of interest which exists by means of its provision of services to Client pursuant to the terms and conditions of this Agreement.

### 14. NOTICES/PARTIES REPRESENTATIVES

The primary representative of Client for this Agreement shall be Mayor Rich Musgrave of the City of Parker.

All notices, bills, and invoices required by this Agreement shall be sufficient if sent by the parties hereto in the United Sates Mail, postage prepaid thereon to the addresses noted below:

Client: City of Parker

1001 W. Park St.

Panama City, Fl. 32404 Attn: Mayor Rich Musgrave

Chamber: Bay County Chamber of Commerce

235 W. 5<sup>th</sup> St.

Panama City, FL 32401 Attn: Carol Roberts

Consultant: NextSite LLC

880 Montclair Road

Suite 525

Birmingham, AL 35213 Attention: Chuck Branch

#### 15. REPRESENTATIVE CAPACITY

While Consultant's role will be that of a consultant to Chamber and Client, Consultant shall be and remain an independent contractor and not act in the role of an agent or legal representative on behalf of Chamber or Client. Consultant shall not have the authority to bind or obligate Client, its officers, agents or employees.

#### 16. MISCELLANEOUS

Capacity: Each party to this Agreement represents and warrants to the other as follows:

- A. That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules and regulations.
- B. That each has full power and capacity to enter into this Agreement, to perform and to conclude the same including the capacity, to the extent applicable, to grant, convey and/or transfer; areas, assets, facilities, properties, (both real and personal), permits, consents and authorizations and/or the full power and right to acquire and accept the same.
- C. That to the extent required, each party has obtained the necessary approval of its governing body, board, council or other appropriate governing body and a resolution or other binding act has been duly and properly enacted by such governing body or board authorizing this Agreement and said approval has been reduced to writing and certified or attested by the appropriate official of the party.
- D. That each party has duly authorized and empowered a representative to execute this Agreement on their respective behalf and the execution of this Agreement by such representative fully and completely binds the party to the terms and conditions hereof.
- E. That absent fraud, the execution of this Agreement by a representative of the party shall constitute a certification that all such authorizations for execution exist and have been performed and the other party shall be entitled to rely upon the same. To the extent a party is a partnership, limited liability company or joint venture, the execution of this Agreement by any member thereof shall bind that party and to the extent that the execution of this Agreement is limited to a manager, managing partner or specific member then the person so executing this Agreement is duly authorized to act in such capacity for the party.

- F. That each party represents and warrants to the other that, to the best of its knowledge, there is no litigation, claim or administrative action threatened or pending or other proceedings to its knowledge against it which would have an adverse impact upon this transaction or upon either's ability to conclude the transaction or perform pursuant to the terms and conditions of this Agreement.
- G. That each party has obtained all required permits, approvals and/or authorizations from third parties to enable it to fully perform pursuant to this Agreement.

Third Party Beneficiaries: It is the intent of the parties hereto that there shall be no third-party beneficiaries to this Agreement.

Final Integration: This Agreement, together with any exhibits or amendments hereto, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. In the event of a direct conflict between the provisions hereof and any prior agreement or amendment, the latter shall supersede the former. All written or oral understandings and agreements heretofore had between and among the parties are merged into this Agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein have been relied on by any party in entering into this Agreement.

<u>Force Majeure</u>: Neither party to this Agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.

Amendment in Writing: This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all of the parties.

Binding Effect: This Agreement shall bind the parties and their respective personal representatives, successors, and assigns. If any provision in this Agreement shall be

invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

<u>Captions</u>: The captions of this Agreement are for convenience and reference only, are not a part of this Agreement, and in no way shall define, describe, extend, or limit the scope or intent of this Agreement.

<u>Construction</u>: This Agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.

Mandatory and Permissive: "Shall", "will", and "agrees" are mandatory; "may" is permissive.

Governing Law: The laws of the State of Florida, but without regard to conflict of laws principles, shall govern the validity of this Agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this Agreement.

<u>Prohibition on Assignment and Delegation</u>: No party to this Agreement may assign or delegate its interests or obligations hereunder without the written consent of all other parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning or delegating party shall in all respects remain liable hereunder irrespective of such assignment or delegation.

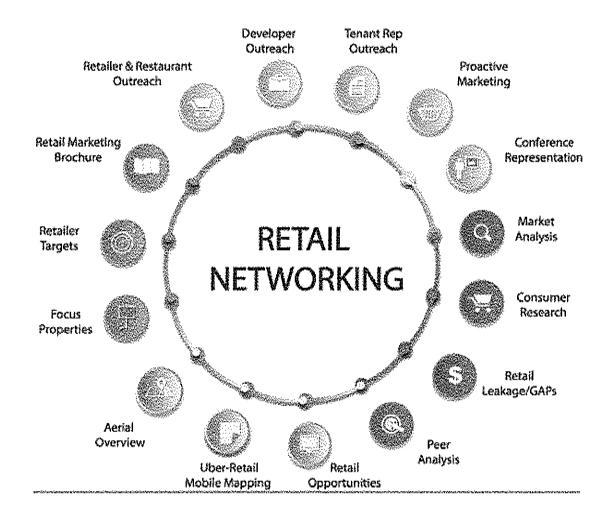
<u>Waiver</u>: Non-enforcement of any provision of this Agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remaining terms and conditions of this Agreement.

Agreement Date/Counterparts: The date of this Agreement is intended as and for a date for the convenient identification of this Agreement and is not intended to indicate that this Agreement was necessarily executed and delivered on said date. This instrument may be executed in any number of counterparts, each of which so executed shall be

deemed an original, but all such counterparts shall together constitute but one and the same instrument.

CLIENT:
City of Parker
Signature
Title
Date
CHAMBER:
Bay County Chamber of Commerce
Signature
Title
Date
CONSULTANT:
NextSite, LLC
Signature
Title
Date

#### **EXHIBIT A**



# RESEARCH - ANALYSIS - MARKETING:

#### NextSite Demographic and Consumer Research

NextSite partners with and contracts with numerous software, research and data solution providers to best analyze each opportunity in our engaged communities. Each city, town, or retail trade area requires unique analysis based on numerous factors including natural boundary areas, current retail tenant mix, competition, travel times, radius areas and existing sites/buildings. Our research focuses on identifying the decision critical data that will most likely influence the site location decisions by retailers. Once these data points are determined—we provide thematic maps, aerial photos, asset maps, and customized research reports by retail sector.

#### NoxiSite Analysis

#### RETAIL GAP/LEAKAGE SUMMARY

One of the most critical components of any retail research/consulting engagement is accurate retail leakage analysis – measuring household spending by category that is leaving the designated trade area to purchase goods and services. Capturing this leakage through development and redevelopment broadens the tenant mix, creates jobs and leads to additional retail sales tax revenue.

#### COMMUNITY PEER ANALYSIS

Developers and retailers are always looking for opportunities in cities/trade areas that are similar to previous projects they have completed. We have developed a software solution that allows us to very quickly identify similar geographics (peers) based on a set of demographic, consumer spending and population segmentation variables – allowing us to match potential developments and new retail based on existing locations.

#### FOCUS PROPERTIES

The NextSite team will work with your organization, local property owners and active commercial brokers in your market to determine the appropriate Focus Properties to position as opportunities to developers, tenant reps and retailers. Once we've identified these opportunities, we will upload them to OppSites.com on your behalf.

#### RETAILER TARGET LIST

The NextSite team, leveraging our experience, resources and contacts throughout the U.S. will build a retailer target list identify those retailers most likely to consider your city/retail trade area for future expansion. We will also match the retailers in this list to developers that have done single and multi-tenant projects with these concepts.

#### **AERIAL MAPS OF CURRENT RETAILERS**

Our Regis software creates aerials by city, retail trade area or development/redevelopment zones including locations of all current regional and national retailers. These aerial maps become key components of the Retail Marketing Brochure.

#### NextSite Pro-active Marketing

#### RETAIL MARKETING BROCHURE

Highlights the Focus Properties in your city, key demographic statistics and includes an 11x17 aerial overview of the current retail landscape in the trade area.

#### PRO ACTIVE RECRUITMENT OF DEVELOPERS & TENANT REP FIRMS

NEXTSITE will leverage its developer and tenant rep relationships to proactively recruit new development and redevelopment to the City of Parker. As part of our efforts NextSite will represent and market the opportunities at ICSC Deal Making Conferences across the U.S.

#### BASECAMP

Upon completion of the research component of our engagement, the NextSite team creates an online account through BASECAMP, a document management and communication platform, available to the appropriate contacts in your city/organization to access the market analysis and marketing materials.

#### Scope of Services

Our process begins with establishing your Basecamp Account and issuing our Getting Started document to the identified primary contact(s) in your community. Simultaneously we begin the research and market analysis and plan our initial market visit. As we complete components of the process, we upload the research, analysis and strategy to your Basecamp Account. This initial phase of the engagement is typically a 60-day process. However, we begin outreach to our developer and tenant rep relationships immediately, letting our contact(s) know we've been engaged by your community and our preliminary thoughts on the market opportunities.

<u>Market Research</u> - NextSite's assessment will include, but will not be limited to, the following:

- Trade Area Analysis
- Demographics, psychographic, segmentation & consumer behavior/attitudes
- Trade Area Competitors
- Existing retail landscape
- Retail leakage/surplus GAP Analysis
- Peer Analysis
- Retail development in peer communities
- > Cannibalization
- Retail trends
- Market viability
  - Identify Trade Corridors/Areas

NextSite will identify the appropriate radius, drive time and <u>custom</u> trade areas based on feedback from key community contacts, analysis of peer communities and through our onsite market visits.

Analyze Market & Retail GAP/Leakage data

Once the Retail Trade Areas are identified, we begin the process of performing detailed demographic research, GAP/leakage analysis across all retail categories and household level consumer expenditure reviews, consumer profiles and buying habits and, our newest research tool —

mobile mapping data to understand consumer travel patterns and confirm trade areas. Our Custom Demographic Research includes Historical, Current, and Projected Demographics from multiple sources.

Conduct Retail Peer Identification and Analysis

Retailers have a tendency to locate in similar communities and/or trade areas. By identifying communities similar to Parker from a demographic and business scope, we can analyze those retailers who have shown a propensity to locate in these peer areas.

Consumer Attitude and Behavior Analysis

Our detailed consumer attitude and behavior data allows us to drill down to the consumer level and understand their preferences and likelihood to purchase products and services. Local retail businesses can use this data to better understand the product and service mix needed to grow their company and capture spending that may be leaving the immediate trade area.

 Identify/Evaluate/Catalog Available Commercial Properties and Development Opportunities

Understanding the real estate options within the market for development, redevelopment and higher and best use allows the NextSite team to position specific properties to retail prospects. Our team will drive the market and retail corridors to build a database of the available commercial properties. Once we identify the development and redevelopment Focus Properties we work with our clients to upload these sites to OppSites to market these opportunities to Developers and Tenant Reps.

Psychographic Profiles of Trade Area / Market Segmentation Analysis

Retailers today know the psychographic profiles of their target consumer. Through our market analysis we identify the segmentation groups and match the consumer profile of Parker shoppers to prospective retailers. This data can also be critical to retailers regarding the types of product and service offered once the location decision has been reached.

Thematic Mapping and Aerial Imagery by trade area

Data visualization allows retailers to identify and target areas for expansion/relocation and the consumers that match their customer profile.

Retail Competitor Mapping/Analysis

Understanding the location of current retailers in your community and the various retail trade corridors provides valuable insight into colocation opportunities, competitors and available sites for development/re-development. We extend this analysis to understand the retailer mix in competitor communities.

Identification of Retail Prospects to be targeted for recruitment

An initial list of targeted retailers for recruitment. This database includes the retailer, contact information, and current expansion plans. Updates are made to the list as market conditions and feedback from developers and tenant reps dictate.

Retailer Recruitment and Execution of the Retail Strategy

The most important service we provide is pro-actively recruiting the developers and tenant reps to leverage the identified target retailers/restaurants. Our team is tasked with communicating and providing assistance to the local commercial real estate professionals in your community while also keeping the primary contacts updated on the progress of our recruitment efforts.

Updates on Retail Industry Trends

While our day to day effort is focused on micro analysis of the current retail landscape and opportunities – we believe it is critical to any strategic initiative to understand the macro factors affecting commercial retail development.

#### Marketing Strategy

Upon completion of the research component of our engagement, the NextSite team will create an online account through our BASECAMP platform, available to the appropriate contacts in Parker to access all market analysis, marketing materials and project communications.

Identification and Recommendation of Retail Targets – NextSite will develop a Retail Target List consisting of new to market retail/restaurants that fit the market profile as well as the profile of targeted consumers. This list of retailer and restaurant targets is based on the initial research and analysis done for your community and the identified trade areas. The Retail Target List is updated as we determine interest levels through our conversations with developers and tenant rep firms and as retailers/restaurants adjust their expansion plans.

Recommendations for Site Locations for Retail/Restaurant Targets - NextSite and its partners will work with the city to catalog local commercial properties that may be suitable sites for development and/or redevelopment, including those sites that may present a higher and best use. This will include maps, aerials, and all pertinent contact and site-specific information relative to each site.

**Develop Marketing Materials** - NextSite will develop marketing materials on Client's behalf to market the community and site opportunities to retailers, developers, and tenant reps.

#### Implementation of Retail Recruitment Plan

A NextSite team member will be designated as the primary point of contact between the appropriate Client officials and NextSite. This Client manager's responsibilities will include:

- 1. Communication with Client
- 2. Communication with local property owners, developers and brokers
- 3. Updating and Maintaining the Basecamp account
- 4. Responding to On-Demand research report requests

The NextSite team will focus on proactively recruiting developers and tenant reps to your community. This effort will include:

- 1. Outgoing phone calls to tenant rep firms
- 2. Outgoing phone calls to retail developers
- 3. Portfolio Reviews with tenant reps and developers
- 4. ICSC Conference meetings with tenant rep firms and developers
- 5. Updating the Focus Property List
- Updating the Retail Target List
- 7. Basecamp updates in real time as new information becomes available
- 8. Responding to specific research and site information requests from developers and tenant reps

# Retail Networking Project Timeline



- ✓ Contract executed to engage NextSite
- ✓ Getting Started Questionnaire provided to the primary contact.
- ✓ Basecamp Account is activated & document sharing begins
- ✓ Research & Market Analysis work begins
- ✓ Developer & Tenant Rep Contacts notified of client engagement



- ✓ Getting Started Questionnaire has been received.
- ✓ Mobile Mapping Analysis completed
- ✓ Aerial & Map work begins
- ✓ Peer Analysis & Retail Leakage reports completed



- ✓ Focus Property information uploaded to Basecamp by client
- ✓ Radius, Travel Time & Regional Trade Area research completed
- ✓ All Market Analysis has been completed & uploaded to Basecamp

#### **EXHIBIT B**

#### **Optional Services**

# PUBLIC/PRIVATE PARTNERSHIPS - INCENTIVES CONSULTING SERVICES

NextSite has partnered with several industry experts to provide incentives consulting services to public sector organizations. It is critical for community leaders to understand the validity of these requests by leveraging the knowledge of these experts through quantitative analysis of the project pro forma, measuring the impact on existing retail sales (cannibalization) and calculating the potential for increased retail sales tax revenue to the city and the economic impact on city finances.

INCENTIVES CONSULTING FEES NEGOTIATED PER PROJECT



# CITY OF PARKER AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME OF PRESENTER:	2. MEETING DATE:					
Mayor Rich Musgrave	June 19, 2018					
3. REQUESTED MOTION/ACTION: In conjunction with updating our HR policy manual, the Department Heads agree to changes in Vacation Accrual, Sick Leave Policy and Probation period: See attached for details						
4. IS THIS ITEM BUDGETED (IF APPLICABLE)						
YES NO N/A						
5. BACKGROUND: (PROVIDE HISTORY; WHY THE ACTION IS NEEDED; WHAT GOAL WILL BE ACHIEVED FOR THE CITY)						
In order to remain competitive with other governmental entities, the Department Heads have agreed to make changes to portions of our HR policy.						
Vacation Accrual rates will be lowered to match most other communities (cost savings here will help fund sick leave changes)						
Sick Leave changes will allow payout of a portion of accrued sick leave upon resignation or retirement						
Probation Period will be increased						

#### VACATION

Current - 13 days per year for first five years; 19.5 days per year for years 6-10; 26 days per year beyond 10 years

Revised – 12 days per year for first five years; 15 days per year for years 6-10; 18 days per year for years 11-15; 21 days per year for years 16-20; and 24 days per year beyond 20 years (note Fire Department would have different accrual amounts because of their unique 24 hour schedule and would follow how all other communities offset for Fire)

This is the same as offered by Bay County and Panama City Beach; Panama City is the same except it caps at 21 days per year; Mexico Beach and Lynn Haven cap at 25 days per year; Callaway starts at 6.5 days and caps at 19.5 days per year; Springfield starts at 10 days and caps at 26 days. See attached comparison chart.

Changes would only affect accruals going forward, no one would lose the current rate of accrual. Example: today an employee with 6 years tenure would be earning at a rate of 19.5 days per year and would move to 26 days at year 10. Under the revised plan, employee would stay at 19.5 days per year even though under the revised plan would only be entitled to 15 days. Employee accrual would increase to 21 days per year at year 16.

#### SICK LEAVE

**Current** — all accrued sick leave is forfeited upon termination and accrual used to be capped at 240 hours

Revised – no cap on sick leave and at separation (resignation or retirement only) City would pay 25% of accrued sick leave up to a maximum of 240 hour payout

Following do not provide any payout: Bay County, Panama City Beach, Callaway, Springfield.
Following provide some payout: Lynn Haven (on retirement only); Mexico Beach sliding scale to
20% maximum; Panama City maximum 240 hour payout.

Example: employee has 200 hours accrued sick leave and resigns. Employee would be eligible for 50 hour payout.

#### PROBATION PERIOD

Current - probation period is six months

Revised – probation period is one year

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