



CITY OF CALLAWAY, FLORIDA
CITY HALL

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

Mayor
Thomas W. Abbott

Commissioners
Melba Covey
Pam Henderson
Bob Pelletier
Ralph L. Hollister

PUBLIC NOTICE

REGULAR MEETING

by the City of Callaway Board of Commissioners
on Tuesday, March 24, 2015 – 6:00 P.M.
at the Callaway Arts & Conference Center
500 Callaway Park Way
Callaway, FL 32404

AGENDA

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

MAYOR'S INSTRUCTIONS –

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

PRESENTATION / PROCLAMATION

- Presentation - 20 Year Service Plaque - William Frye
- Presentation - 20 Year Service Plaque - Jeff Hopper

PUBLIC PARTICIPATION (non-agenda items)

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

APPROVAL OF MINUTES

- Regular Commission Meeting, March 10, 2015

CONSENT AGENDA

ITEM #1 Declare Surplus Equipment - Public Works

ITEM #2 Vehicle Declared Surplus - Public Works

OLD BUSINESS

ITEM #3 Code Enforcement Standard Operating Procedures - City Manager Fuller

ITEM #4 RFQ Selection of Professional Planning Services - City Manager Fuller

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

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

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

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

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

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

REGULAR AGENDA

- ITEM #5 Finance Update - City Manager Fuller
- ITEM #6 Ordinance #958 First Reading - TECO Gas Franchise Agreement- City Manager Fuller
- ITEM #7 Award City Hall Copier Contract - City Manager Fuller
- ITEM #8 Request for Transfer of Funds from Reserves for Laserfiche Server - City Manager Fuller
- ITEM #9 RFP for Banking Services - City Manager Fuller
- ITEM #10 Resolution 15-15 - Community Center Fee Recommendation - City Manager Fuller
- ITEM #11 Resolution 15-16 - Non-Resident Recreational League Participant Fee - City Manager Fuller

COMMISSION COMMENTS

ANNOUNCEMENTS

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

- Workshop, Monday, April 27, 2015, 6:00 P.M.
- Next Regular Commission Meeting, Tuesday, April 28, 2015, 6:00 P.M.


 Sandra B. Hirth, City Clerk

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

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

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

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

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

The Regular Meeting of the City of Callaway Board of Commissioners was called to order by Mayor Abbott at 6:00 P.M. Commissioner Hollister gave the Invocation and Commissioner Pelletier led the Pledge of Allegiance.

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

ALSO PRESENT: City Manager Fuller, City Attorney Obos, Fire Chief Joyner, Finance Director Waldrip, Public Works Director Johnson, Zoning and Code Enforcement Officer Frye, Superintendent Martinez, Assistant to the City Manager Koepke, and City Clerk Hirth

MAYOR'S INSTRUCTIONS

Mayor Abbott asked if there were any additions/deletions to tonight's Agenda. There were no additions or deletions. Commissioner Pelletier asked that Item #5 - Award Design Project for FDOT LAP Project on Bob Little Road - Bike Path/Sidewalk be moved to the Regular Agenda for discussion.

PRESENTATIONS/PROCLAMATIONS
EMPLOYEE OF THE MONTH FOR FEBRUARY

Mayor Abbott presented Tina Dixon, Public Works, with the Employee of the Month Award for February. Tina was unable to be present at the meeting but Mayor Abbott read portions of her recommendation stating Tina has worked for the City at Public Works for many years serving under three Public Works Directors. He said she has always been courteous, helpful and takes on new responsibilities and duties willingly while assisting in many multi-million dollar projects with a great attitude and a willingness to get the work accomplished.

CERTIFICATE OF COMPLETION - IEMO - COMMISSIONER COVEY

Mayor Abbott presented Commissioner Covey with a Certificate of Completion of the Institute of Elected Municipal Officials. He explained the IEMO certification is only gained after several days of training from the Florida League of Cities.

CYCLE BILLING

Mr. Woody Estep from Municode Advantage discussed the issue of the City changing to two-cycle billing. He stated it would not cost the City additional funding and that it is usually used to spread the workload over the month rather than have a several days a month where staff is inundated with critical, time-sensitive issues. He said cycle billing levels out the workload. He stated they can send out a letter to citizens who will be changed (their due date and cutoff date) for approximately \$250.00. Commissioner Covey asked how many accounts they currently do for the City and was told approximately 6,600. Commissioner Pelletier asked if staff could accomplish this without a problem and City Manager Fuller stated this would entail rearranging the meter reader schedules, staff schedules for due dates, cutoff dates, etc. Mr. Estep said he did not see too many cities going for increased cycles because they usually were going for less cycles. Commissioner Pelletier stated it should be less volume at one time and should help staff.

Commissioner Covey said what prompted this was an audit that recommended cycle billing or hiring a new employee.

BAY COUNTY SHERIFF'S OFFICE

Sheriff's Deputy Deutsche explained that he was filling in for Lt. Branning who had another commitment this evening. He stated for the month of February:

17,150	Miles Patrolled	48	Accidents
968	Calls for Service	120	Traffic Stops
54	Arrests	147	Traffic Citations Issued

It was mentioned there had been a shooting of an animal and the Commission had not been notified. Deputy Deutsche explained the situation involving the animal and residents and stated the shooting met statutory requirements. Apparently due to Lt. Branning's absence, no one knew to notify the Commission or City Manager (so he could notify the Commission) of this incident. Deputy Deutsche said to follow up from the last meeting, trucks over 20,000 pounds were not allowed on residential roads unless it was a sporadic incident.

CODE ENFORCEMENT BOARD UPDATE

Chairman Volpi updated the Commission on the number of cases seen at the February 26, 2015, Code Enforcement Board Hearing. Commissioner Covey asked since there were now two Code Enforcement Officers would there be more cases before the Board and City Manager Fuller stated that was possible.

PUBLIC PARTICIPATION (Non-Agenda Items)

Janice Jennings, 7415 Sara Lane, Callaway, FL, stated the Citizens Advisory Committee met last week. She stated she had received replies from Commissioners Covey as well as City Manager Fuller. She was concerned that there was a possibility of violating the Sunshine Law because she was copying all of the Commission and City Attorney Obos stated as long as they respond to only her there would not be a problem. The problem would arise if a Commissioner responded to all (which would include the other members of the Commission). Mrs. Jennings said they would like to hear from all of the Commission. Commissioner Pelletier asked that she check his email address because he had not received anything.

Bill Brown, 6023 Howard Road, Callaway, FL, said he had questions regarding Primrose development. He stated he went with Commissioner Covey, City Manager Fuller, PW Director Johnson to look at the area as a member of the Planning Board. He said they reviewed the Sandy Creek sewer system and he said it was in horrible shape. He stated all of the Commission needed to go out there with PW Director Johnson and look at this area (Sandy Creek). He said Preble-Rish says it will cost approximately 1.2 million dollars to fix the water system but he believes it will be a lot more than that.

Ron Fairbanks, 732 Mark Drive, Callaway, FL, stated his issue is paying the utility bill and it costing a \$4 convenience fee. He said he usually drops his payment at the Drop Box at Public Works but it was missing this time. He said it's for the convenience of the citizens and they should put it back up. City Manager Fuller stated the convenience fee is charged when a citizen is paying with a credit card and that paying with ACH was not available at this time because of problems we had been having. Mayor Abbott said we needed to get Springbrook here regarding this and he understood why citizens did not want to try to get in and out of City Hall because it

was dangerous. City Manager Fuller said he would see about getting them here. Commissioner Covey said she had quite a number of calls regarding the removal of the PW Drop Box.

Jean Champoux, 621 S. Berthe Avenue, Callaway, FL, stated her questions had been answered regarding emails and asked if they could blanket copy citizens without violating the Sunshine Law. City Attorney Obos said that would be fine. He cautioned everyone about referring to something an elected official may have said to them because that was a violation.

APPROVAL OF MINUTES

Commissioner Henderson moved to approve the Minutes from the Regular Commission Meeting on February 24, 2015. Commissioner Pelletier seconded the motion.

All ayes

CONSENT AGENDA

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

ITEM #1 REQUEST FOR BUDGET TRANSFER

ITEM #2 SEASONAL POLE ATTACHMENT LICENSE AGREEMENT

ITEM #3 CODE ENFORCEMENT BOARD APPLICATION

ITEM #4 RESOLUTION 15-13 - APPLICATION FOR FLORIDA BOATING IMPROVEMENT PROGRAM

Commissioner Pelletier moved to approve the Consent Agenda. Commissioner Hollister seconded the motion.

All ayes

OLD BUSINESS

ITEM #6 SEWER ONLY ACCOUNTS CONNECTING TO CITY WATER

City Manager Fuller said he wanted to update the Commission regarding this issue. He said it had been mentioned that we charge all citizens with a sewer only account with the water base rate. City Attorney Obos stated this needed to be added to the ordinance and he would bring it to the Commission at the next meeting. He said after this has been done then they should send out a stronger letter for these account holders to sign up for water or be charged the water base rate.

REGULAR AGENDA

ITEM #5 AWARD DESIGN PROJECT FOR FDOT PROJECT ON BOB LITTLE ROAD - BIKE PATH/SIDEWALK

Commissioner Pelletier said he had asked in the past that he be able to look at the information and backup material regarding projects being assigned. He said he wants to review all information in the next few days with regard to this project. Commissioner Covey asked that a list of all who submitted to the RFQ be given to the Board. She also said the project did not refer to "agency" in the agreement. City Manager Fuller said this was a FDOT project and was not a bid. He stated there was a Committee who reviewed the credentials of the companies who submitted, scored them individually and a summary of all scores came up with the company being recommended. Commissioner Covey asked what role the City played and CM Fuller said

that we oversee the project and administer the agreement. City Attorney Obos said the City's role is to select the company only. Commissioner Covey asked why they had a subcontractor and CM Fuller stated that was normal as not all engineering firms had enough personnel to cover every facet of the project.

Commissioner Hollister moved to approve the Award Design Project for FDOT LAP Project on Bob Little Road - Bike Path/Sidewalk. Commissioner Henderson seconded the motion.

All ayes

ITEM #7 RESOLUTION 15-14 - REVISING THE 2014-2015 COMMISSION MEETING AND WORKSHOP SCHEDULE

This Resolution designates the fourth Tuesday of each month as the Commission Meeting and the Monday prior to the Tuesday meeting as a Workshop to review the agenda items. It was brought up that the fourth Monday of May was Memorial Day so the schedule would have to be adjusted. CM Fuller reminded everyone that the 1st and 3rd Tuesday of each month was designated for the Planning Board. It was suggested that the Board meet on May 18th for the Workshop and May 26th for the Commission Meeting. City Attorney Obos read Resolution 15-14 - Revising the 2014-2015 Commission Meeting and Workshop Schedule by title only. (Due to a Scribner's error, this Resolution number was supposed to be 15-14 not 15-11 as on the agenda.)

Commissioner Covey moved to approve Resolution 15-14 - Revising the 2014-2015 Commission Meeting and Workshop Schedule with revision to Attachment A as stated in discussion which was to strike Monday, March 23rd as a Workshop Meeting (as they will have their two meetings this month) and schedule the May meetings as May 18 (Workshop) and May 19 (Commission Meeting). Commissioner Pelletier seconded the motion.

All ayes

ITEM #8 RESOLUTION 15-12 - AGENDA FORMAT REVISION

City Attorney Obos read Resolution 15-12 - Agenda Format Revision by title only. The Board discussed this Resolution noting the changes as Public Participation was changed to 3 minutes for each item (previously 5 minutes), Public Participation on each item will take place at the Monday Workshops and Public Participation for Commission Meetings will be limited to Non-Agenda Items only.

Commissioner Covey moved to approve Resolution 15-12 - Agenda Format Revision. Commissioner Hollister seconded the motion.

All ayes

ITEM #9 ORDINANCE #955 - FIRST READING - PETITION FOR VOLUNTARY ANNEXATION - PRIMROSE BAY

City Manager Fuller stated this annexation pertains to land that is contiguous to Callaway's City limits. He stated the Planning Board had reviewed this request and approved for it to be submitted to the Commission. City Attorney Obos read Ordinance #955 - First Reading - Petition for Voluntary Annexation - Primrose Bay by title only.

Commissioner Henderson moved to approve Ordinance #955 - First Reading - Petition for Voluntary Annexation - Primrose Bay. Commissioner Covey seconded the motion.

All ayes

Commissioner Hollister excused himself for a few moments.

ITEM #10 ORDINANCE #956 - FIRST READING/TRANSMITTAL HEARING - LARGE SCALE PLAN AMENDMENT - PRIMROSE BAY

City Manager Fuller explained that if the Commission approves this Ordinance then it will be transmitted to the Department of Economic Opportunity for their review and approval. He stated the Planning Board had reviewed this request and approved for it to be submitted to the Commission. City Attorney Obos read Ordinance #956 - First Reading/Transmittal Hearing - Large Scale Plan Amendment - Primrose Bay by title only.

Commissioner Covey moved to approve Ordinance #956 - First Reading/Transmittal Hearing - Large Scale Plan Amendment - Primrose Bay. Commissioner Henderson seconded the motion.

PUBLIC PARTICIPATION

David Griggs, 7111 Winona Street, Callaway, FL, stated this will change the Future Land Use Map. He said currently Bay County has this area zoned where septic tanks are permissible. He stated if the Board and DEO approved this change to Callaway then septic tanks are not allowed any longer for this specified area.

Mayor Abbott called for a vote.

All ayes

ITEM #11 ORDINANCE #957 - FIRST READING - PLANNED DEVELOPMENT ZONING - PRIMROSE BAY

City Manager Fuller stated the Planning Board had reviewed this request and approved for it to be submitted to the Commission. City Attorney Obos read Ordinance #957 - First Reading - Planned Development Zoning - Primrose Bay by title only. Commissioner Covey asked if this owner was present and Mr. Mike Harper, Buchanan and Harper Engineering, stated he was representing Metropolitan Land Development, LLC. Commissioner Covey stated it concerned her that they had not met the developer because she did not want to see another Bridge Harbor. She Covey asked if the Planning Board had used the Comp Plan and the Land Development Regulations in their approval of this request and it was stated they had. She also said the plan had a lot of "possibly" and "may" throughout it. Mr. Harper explained this was a conceptual plan that sets the framework and that if there was something they may want for this development then it was included. He continued by explaining that any issue regarding a possible marina would have to have approval from DEP, the Corp of Engineers, etc.

Commissioner Hollister moved to approve Ordinance #957 - First Reading - Planned Development Zoning - Primrose Bay. Commissioner Henderson seconded the motion.

PUBLIC PARTICIPATION

David Griggs, 7111 Winona Street, Callaway, FL, stated he was a member of the Planning Board and said at their meeting they had concerns and questions but received answers from Mr. Harper.

He said that within two years they have to have a Development Order and if they do not have a DO within two years they can go back to the Commission for an extension but if they do nothing then the PD goes away. He said the City got stuck with East Bay but feels this Commission will not let that happen again and that they will require securities on the development.

Mayor Abbott called for a vote.

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

Motion passed

ITEM #12 DISCUSSION ON PREVIOUS CITY MANAGER MARCUS COLLINS' PAY FOR COMPENSATORY TIME AND ADMINISTRATIVE LEAVE

Commissioner Pelletier stated he had noted on the payroll register that during the time Mr. Collins was employed he had received pay for Administrative Leave and Compensatory Time. He said he asked City Clerk Hirth to research this to locate where these were approved by the Board. She reported to him that she did not find anything in his personnel file where it showed approval of these. Commissioner Pelletier stated due to this he wanted to discuss it with the Board. He asked City Clerk Hirth to find out the exact months these were taken and when she asked the Assistant HR Director for this information she was given copies of the payroll for the dates in question as well as copies of 4 emails, one from each member of the Board except Commissioner Henderson. Commissioner Pelletier stated he would like to know where Commissioner Henderson's email was since she stated she had replied to Mr. Collins' request for leave in October, 2013. City Clerk Hirth will try to locate this email.

Commissioner Pelletier moved to have City Attorney Obos write a letter to Mr. Marcus Collins and request that he show where he received authorization for the Compensatory Time taken in December, 2013. Commissioner Henderson seconded the motion.

Commissioner Covey said her major concern was with HR allowing it without approval. Commissioner Henderson stated it was difficult for an employee to dispute a request when their boss asks them to do something. Mayor Abbott called for a vote.

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

Motion passed

ITEM #13 SEPARATE FINANCIALS FOR SANDY CREEK ACQUISITION

Commissioner Covey stated after her review of the Sandy Creek area with PW Director Johnson, Superintendent Martinez and citizen - Bill Brown, that she was very concerned about what the City is facing in the future regarding Sandy Creek. She said it was apparent to her that major

repairs were needed and urged the Commission to get together as a group and schedule this same type of trip to the Sandy Creek subdivision and Airstrip. The Commission discussed this request at length which included input from City Manager Fuller and Finance Director Waldrip. Mayor Abbott reminded everyone that less than a year ago Callaway received an award as the Best Small City Wastewater Collection System. It was stated by Superintendent Martinez that Public Works could come up with the Work Order cost information on how much was expended on materials and labor.

Commissioner Covey moved to have Finance Director Waldrip reconstruct and prepare separate financial records of revenue, expenses and impact fees for Sandy Creek beginning with the date of the acquisition forward and to continue to maintain such financials on a monthly basis thereafter and that these financials should be available to the Commission by no later than December 31, 2015. Commissioner Pelletier seconded the motion. The motion was amended to begin the financials at the beginning of FY2015 through current date and to continue to maintain them on a monthly basis as previously stated.

PUBLIC PARTICIPATION

David Griggs, 7111 Winona Street, Callaway, FL, said this could be done easily through the General Ledger by setting up the account and then getting an average shop rate. He said the shop rate would include the hourly rate plus benefits, and the fuel cost should be included with the cost of supplies used. He stated they knew when the system was bought that it was bad.

Janice Jennings, 7415 Sara Lane, Callaway, FL, stated that 95% of the last Citizens Advisory meeting was about Sandy Creek. She stated her husband begged Commissioner DeLapp to speak up regarding the problems of this system. She said they knew it was a bad system and it's ours now and it can't be changed.

Mayor Abbott called for a vote.

All ayes

ITEM #14 POSTAGE METER QUOTES FOR U. S. MAIL

City Manager Fuller stated the current contract with Neopost expires March, 2015, so staff researched the issue of available postage machines. Commissioner Covey was concerned that our front office staff did not know who was in charge of the different areas so they could refer customers/vendors to the correct people. She suggested that we give them a cheat sheet with Department information on it for their use.

Commissioner Covey moved to approve Neopost as the vendor for the postage machine for the City. Commissioner Hollister seconded the motion.

All ayes

COMMISSION COMMENTS

Commissioner Hollister cautioned everyone regarding what is in the national news about people using their personal email accounts for business purposes.

Commissioner Pelletier thanked PW Director Johnson and Superintendent Martinez for the placement of the camera in the City's fuel tank vicinity. He also thanked Chief Joyner for the

great job he did with regard to getting AED's (Automatic External Defibrillator) for the Fire Department at a low cost. He asked Finance Director Waldrip when he could expect to receive a Balance Sheet and she responded that hopefully in a week or so she would have a Balance Sheet ready for FY14 but said she still had to update the records for FY15.

Commissioner Covey stated that AWT would be going back to mediation in April. She was also concerned about the City's cutoff procedures and turning meters back on. She said at the last cutoff day a citizen led her to believe that the Commission had put a fee on them for being cut off. She also stated that a meter reader told her they had not received the turn on list from City Hall during the time period when they should have been turning meters back on which caused Public Works to have 3 employees on Overtime. City Manager Fuller stated they do let them know when the lists are ready for pickup regarding turning meters back on and Commissioner Covey stated they had not called until after 3:15 pm. She also complimented Superintendent Martinez on the camera at the fuel pumps. She stated the Drop Box at Public Works is a customer service issue. She asked that we check into having high school students help out in administrative areas like City Clerk Vigil's daughter did.

Mayor Abbott stated Baseball's Opening Day went very smoothly and complimented Leisure Services Director Legare and his crew for this. He said he received a phone call from a gentleman who told him about the great job our Fire Department did regarding the fire at the apartments on Tyndall Parkway. The gentleman told him they would have burned to the ground without the Callaway Fire Department. Mayor Abbott said he received a call from Jerry Brown with Channel 13 regarding Lannie Rowe Lake asking what could be done to help out this situation. Mayor Abbott said Bay County donated materials 35 years ago to make the dam that created Lannie Rowe Lake but at this time there is no public access therefore there are no grants available to help with it.

City Manager Fuller addressed the removal of the Drop Box at Public Works. He said the Public Works staff got with him and stated that box was used by just a few people and it was disruptive for their department to have to have an employee bring the payments up to City Hall twice each day. He said it was advertised that the box was going to be removed. He said the Code Enforcement Policy Manual will be ready for the next Commission meeting and that he will have information regarding placing two names on water accounts in April. He said they have met with Regions Bank who recently changed the City's rates rather drastically with no notification of doing so and said we will be doing a banking RFP very soon.

Mayor Abbott read the announcements.

There being no further business Commissioner Covey moved to adjourn the meeting at 9:27 P.M. Commissioner Hollister seconded the motion.

Meeting adjourned

Sandra B. Hirth, City Clerk

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

March 24, 2015

Declare Surplus Equipment – Public Works

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

N/A

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

The following equipment has been replaced and is no longer in use.

2003 Toro Groundsmaster 228DEquip. #127
Stow Slicer2, TDJ1 Saw Equipment #100

5. REQUESTED MOTION/ACTION:
Declare surplus to be sold on govdeals.com.



CAPITAL ASSET ACTIVITY FORM

Asset ID#	Dept #	Asset Description (incl. Year)
N/A	541	2003Toro Groundsmaster 228DEquip.# 127

- // TRANSFER - New Department _____
- // CHANGE LOCATION - New Location _____
- // SALE - Buyer _____
- // TRADE-IN - Vendor _____
- // DONATION - Nonprofit Organization _____
- DISPOSAL - Other: Public Auction

Activity Date
3-6-15

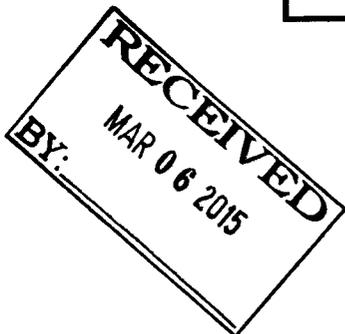
Department Head Signature:
x

Approval Date
3/19/15

City Manager Approval
x

Submit approved form to : Emily Franklin, Assistant to Director of Finance

Finance Department - Section	
Board Approval Date: _____	
Original Cost of Asset _____	Current Book Value _____
Asset Record Updated: _____	initial: _____



Unit Information

Equip Num 127

Date 3/5/2015

Equip Desc '03 Toro Groundsmaster 228D

General Information

Location	Yard	Date Activated	Purchase Date
Department Or Area	541 Streets	Date Inactivated	Purchase Price \$0.00
Type	Mower	Fuel Type	PM Based On Hours AND Days
Make	Toro	Default MPG	0
Model	Groundsmaster 228D	Capital Equip #	No Sticker Found
Year	2003	Purchase Order#	Fuel/Gas Card #
Vin#	230000174	Lease Or Own	Tire Size(s)
Engine Type	Kuboto	Owner	0
Condition	Poor		

License Information

License Number	N/A
Base State/Province	
Renewal Date	
MVT Renewal Date	
HUT Renewal Date	

Odometer/ Hours Information

Beginning Odometer	
Current Odometer	
Current Odometer Date	6/24/2009
Beginning Hours	633
Current Hours	1228
Current Hours Date	5/29/2013

Fixed Yearly Costs

Depreciation	\$0.00
License Fees	\$0.00
Insurance Amt	\$0.00
Other Fixed Cost	\$0.00

Equipped With

<input type="checkbox"/> Lift Axle Equipped	<input type="checkbox"/> Intra State Unit
<input type="checkbox"/> 2 Axle Truck Pulls Trailer	<input type="checkbox"/> Reefer/ PTO Equipped:
<input type="checkbox"/> 2 Axle Truck Pulls 5th Wheel	<input type="checkbox"/> Unit Haul

Weights

Combined Gross Weight	0
Licensed/Gross Weight	0
Unladen Weight	0



CAPITAL ASSET ACTIVITY FORM

Asset ID#	Dept #	Asset Description (incl. Year)
12166	541	Stow Slicer2,TDJ1 Saw Equipment # 100

- // TRANSFER - New Department _____
- // CHANGE LOCATION - New Location _____
- // SALE - Buyer _____
- // TRADE-IN - Vendor _____
- // DONATION - Nonprofit Organization _____
- DISPOSAL - Other: Public Auction _____

Activity Date
3-6-15

Department Head Signature:
<i>[Handwritten Signature]</i>

Approval Date
3/19/15

City Manager Approval
x <i>[Handwritten Signature]</i>

Submit approved form to : Emily Franklin, Assistant to Director of Finance

Finance Department - Section	
Board Approval Date:	_____
Original Cost of Asset _____	Current Book Value _____
Asset Record Updated: _____	inital: _____

RECEIVED
MAR 06 2015
BY: _____

Unit Information

Equip Num 100

Date 3/5/2015

Equip Desc Stow Street Slicer 2, Street Cut Saw

General Information

Location	Streets Building	Date Activated	Purchase Date	
Department Or Area	541 Streets	Date Inactivated	Purchase Price	\$0.00
Type	Misc. Equipment	Fuel Type	PM Based On	
Make	Stow	Default MPG	Number Of Axles	0
Model	Slicer 2, TDJ1	Capital Equip #	Number Seats	0
Year	N/A	No Sticker Found	Fuel/Gas Card #	Carbator Repair need
Vin#	S/N 93060647	Purchase Order#	Lease Or Own	Tire Size(s)
Engine Type	Wisconsin	Owner		0
Condition	Needs Repair			

License Information

License Number	N/A
Base State/Province	
Renewal Date	
MVT Renewal Date	
HUT Renewal Date	

Odometer/ Hours Information

Beginning Odometer	
Current Odometer	
Current Odometer Date	12/7/2009
Beginning Hours	42
Current Hours	72
Current Hours Date	6/22/2010

Fixed Yearly Costs

Depreciation	\$0.00
License Fees	\$0.00
Insurance Amt	\$0.00
Other Fixed Cost	\$0.00

Equipped With

<input type="checkbox"/> Lift Axle Equipped <input type="checkbox"/> 2 Axle Truck Pulls Trailer <input type="checkbox"/> 2 Axle Truck Pulls 5th Wheel	<input type="checkbox"/> Intra State Unit <input type="checkbox"/> Reefer/ PTO Equipped: <input type="checkbox"/> Unit Haul
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Weights

Combined Gross Weigh	0
Licensed/Gross Weight	0
Unladen Weight	0

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

March 24, 2015

Vehicles Declared Surplus - Public Works

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

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

At the February 10, 2015 meeting, the Commission approved to declare surplus a 1993 Ford F350 Crew Cab Equip. #93 from the Leisure Services Department. Upon inspection by the Fleet Maintenance Supervisor, it was determined that this vehicle is in better condition than the 1995 Ford F250 Pickup Equip. #13 that is currently in use at Public Works. Public Works Director Johnson and Fleet Maintenance Supervisor Phillips recommended the City keep #93 for use in Public Works and to declare surplus #13 instead. Staff has included new procedures to the Capital Asset Activity Form stating that all vehicles are required to have an inspection from Fleet Maintenance before it goes to the Commission to declare surplus. An inspection was conducted on Equip. #13 and it is recommended that this vehicle be approved for surplus and Equip. #93 be added to the Public Works fleet.

ATTACHMENT:

- Public Works Memo
- Capital Asset Activity Form

5. REQUESTED MOTION/ACTION:
Staff recommends Equip. #93 be added to the Public Works fleet and Equip #13 be declared surplus.



CITY OF CALLAWAY, FLORIDA

CITY HALL

6601 East Highway 22, Callaway, FL 32404

Phone 850-871-6000 • FAX 850-871-2444

www.cityofcallaway.com

Mayor

Thomas W. Abbott

Commissioners

Melba Covey

Pamn Henderson

Ralph L. Hollister

Bob Pelletier

Date: March 5, 2015

To: Larry Johnson,
Public Works Director

RE: Replacement of damaged Truck # 55& Request to keep Truck # 93

I recommend the temporary replacement of the City's 1999 Dodge Ram 2500 Quad Cab (Diesel) Truck # 55. That was taken out of service due to a wreck back in December and approved for public auction with this vehicle form Leisure Services Truck # 93. By using Truck # 93 in place of Truck # 55 To get by for another year or two. I also recommend keeping Leisure Services Truck # 93 because It is in far better shape than three of the City's current Trucks in service at Public works. If this is possible due to the fact that the commission has all ready approved this Truck to be sold at public auction. It might be possible to sale one of the other Trucks in its place. As well as hold off on the purchasing a new Truck for another year. The City could possibly sale Truck # 6 or Truck # 13 in place of Truck # 93.

Thanks'

Preston Phillips
Fleet Maintenance Supervisor
City of Callaway
(850) 871-1780
pphillips@cityofcallaway.co

Handwritten signature of Preston Phillips and the date "3-5-15".

**Fire Department
Center**

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

Leisure Services

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

Planning / Code Enforcement

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

Public Works

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

Arts & Conference

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

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



CAPITAL ASSET ACTIVITY FORM

Asset ID#	Dept #	Asset Description (incl. Year)
10064	541	1995 Ford F 250 Pickup Equip. # 13

* City Vehicles are required to be inspected by Fleet Maintenance.

// TRANSFER - New Department _____

// CHANGE LOCATION - New Location _____

// SALE - Buyer _____

// TRADE-IN - Vendor _____

// DONATION - Nonprofit Organization _____

DISPOSAL - Other: Public Auction

Approval Date
3/10/2015

Fleet Maintenance Signature
x <u><i>Lester Phillips</i></u>

(Please provide Fleet Maintenance recommendation for vehicles on separate sheet)

Activity Date
3-10-15

Department Head Signature:
x <u><i>Larry James</i></u>

Approval Date
3/19/15

City Manager Approval
x <u><i>[Signature]</i></u>

Submit approved form to : Emily Franklin, Assistant to Director of Finance

Finance Department - Section	
Board Approval Date:	_____
Original Cost of Asset	_____
Current Book Value	_____
Asset Record Updated:	_____
initial:	_____

RECEIVED
 MAR 10 2015
 BY: _____



CITY OF CALLAWAY, FLORIDA

CITY HALL

6601 East Highway 22, Callaway, FL 32404

Phone 850-871-6000 • FAX 850-871-2444

www.cityofcallaway.com

Mayor

Thomas W. Abbott

Commissioners

Melba Covey

Pam Henderson

Ralph L. Hollister

Bob Pelletier

Date: March , 2015

To: Larry Johnson,
Public Works Director

RE: Recommend disposal of Truck # 13

I recommend disposal of the City's 1995 ford F 250 Pickup Truck # 13, also due to the age and hard uses of this vehicle it is in Poor shape. I recommend approval of Truck # 13 for public auction.

Thanks'

Preston Phillips
Fleet Maintenance Supervisor
City of Callaway
(850) 871-1780
pphillips@cityofcallaway.co

**Fire Department
Center**

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

Leisure Services

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

Planning / Code Enforcement

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

Public Works

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

Arts & Conference

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

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

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

March 24, 2015

Code Enforcement Standard Operating Procedures

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

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

N/A

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

The Commission asked the Code Enforcement Board to review the Code Enforcement Standard Operating Procedures. A few changes were made and a flow chart was added.

At the Code Enforcement Board meeting February 26, 2015 the Code Enforcement Board recommended that the City Commission pass the Code Enforcement Standard Operating Procedures.

ATTACHMENT: Code Enforcement Standard Operating Procedures
Appendix A
Appendix B

5. REQUESTED MOTION/ACTION:
Staff recommends the Commission approve the Code Enforcement Standard Operating Procedures

CITY OF CALLAWAY CODE ENFORCEMENT

STANDARD OPERATING PROCEDURES

TITLE: CODE ENFORCEMENT

PURPOSE:

The purpose of the Code Enforcement Division is to promote, protect and improve the health, safety and welfare of the citizens of Callaway through an effective Code Enforcement program. This will also provide guidelines and procedures for the proper investigation of complaints handled by the Code Enforcement Division.

DISCUSSION:

While investigating violations of the City Municipal Code and Land Development Regulations the main goal of the Code Enforcement Officer and Zoning & Code Enforcement Officer is to obtain voluntary compliance by providing the violator with the necessary information needed to correct the violation. At the Officers discretion, judging the severity of the complaint, he or she may provide a violator with a warning (verbal or written) or a notice of violation and suggestions on how to improve and correct the problem. In the event the aforementioned informal notices are ineffective the officer will issue a formal notice of violation.

The following policies and guidelines are intended to be in accordance with Florida State Statues Chapter 162.01-162.13, "Local Government Code Enforcement Boards Act".

POLICY:

To investigate complaints in a fair, consistent and professional manner. To adhere to the established priority of the standard operating procedures. To proactively locate violations by patrolling zones and initiate cases without receiving a complaint. To improve and correct violations and achieve compliance using available tools and best practices. To educate citizens on code enforcement policies and procedures in an effort to mitigate common violations.

PROCEDURE:

When a complaint is received, obtain all vital information for Complaint Form.
(Form is included in appendix B.)

Complainants: Name
 Address
 Phone number
 (Advise complainant this is public record)
 (Complainant has the right to remain anonymous)

Nature of complaint
Location of complaint

PRIORITY LIST:

The determination of priority is based upon the information collected in the complaint. Complaints are prioritized as follows:

PRIORITY 1: Immediate action

Health and safety
Violations in progress
Illegal dumping
Unpermitted Land clearing or cutting of trees
Illegal burning
Smell or Smoke
City Manager
Mayor or Commissioner

PRIORITY 2: Respond within 24 hours

Nuisances
Accumulation of garbage / trash
High Grass & Weeds
Inoperative or unregistered vehicles
Unsafe or unfit structure
Unauthorized obstruction to the Right-of-Way

PRIORITY 3: Respond within 2 or 3 days

Illegal signs
Accumulation of materials in yard
Unpermitted activities not in progress
 Accessory structure
 Improper fence
Other miscellaneous code violations

Investigation Guideline

1. Conduct site visit- Verify violations, factors should include:
 - A. Is the complaint valid or unfounded?
 - B. Can the violation be observed from the Right of Way?
 - C. If the complaint involves the rear yard of private property, and it cannot be seen from the Right of Way, you must have permission from the property owner or tenant to access the yard to observe the complaint. You may access from the reporting parties yard for inspection. Do not invade someone's privacy. (See Right-of-Entry section below)
2. If violations exist, try to make contact with the owner, manager, or resident. Usually a verbal warning is made on initial contact. Take time to explain what the violations are and make suggestions as to how to correct them if needed. Depending on the severity of the violation you may leave a written notice of violation at the property or business giving a reasonable time to correct the violations. If unable to make contact with someone, always leave a doorknocker / informal notice stating what the possible violations may be. (A copy of a doorknocker / informal notice is included in appendix B.)
3. Second site visit- Re-inspect for compliance, if violations remain on the property, document what work, if any, has been done. A formal notice of violation should be given to the property owner or manager.
4. If an effort has been made to bring the property into compliance you may allow more time to correct the violations. Express appreciation for the improvements and explain that full compliance is expected. Let it be known that you will be back to reinspect soon. If good progress is being made to bring the property into compliance an informal approach is acceptable. Note the date for the next inspection.
5. If no visible work has been done to bring property into compliance, obtain legal owner information from the tax roles. As required by FL SS Sec.

162.12(1)(a). This information can be obtained from the Bay County Property Appraisers website.

6. Send formal notice of violation letter via certified return receipt mail advising the property owner of record. The N.O.V should include: property address or location by parcel I.D. #, violations, specific section of code for which the violation is of. It should also state a reasonable time to correct the violations as required by FL SS Sec. 162.06(2). A reasonable time to correct violations should be made based on all information available to the Code Enforcement Officer. Remain consistent with times allowed to correct. Only allow additional time when proven extenuating circumstances exist.
(A typical notice of violation letter is included in appendix B.)
7. Third site visit- once allowed time to correct has expired reinspect for compliance. If not in compliance, take photos and make note of any progress.
8. Unless the case could be considered an emergency, (immediate danger to the health and safety of others,) give a minimum of 10 days notice to appear before the Code Enforcement Board. (Held the fourth Thursday of the month at 6:00 P.M.)
(A typical notice to appear letter is included in appendix B.)
9. All formal notices must be provided to the alleged violator in accordance with FL SS Sec. 162.12(1)(a,b,c,d). Via certified return receipt or hand delivery.
10. An Investigative Report, chronological list of events is prepared and presented to the Code Enforcement Board. The investigative report should include all pertinent information of the case up to the date of the meeting. It should also include a recommendation to the Board as to how they should rule.
11. A certified copy of all formal notices issued to the violator proving that due process has been achieved should be given to the clerk after each case. The documents should be labeled "evidence". It should include a copy of the notices and proof that they were properly received by the violator, pictures, and any other information justifying the need for action by the Code Enforcement Board.
12. An Order for the Chairperson of the Code Enforcement Board will be drafted for signature.
13. A copy of the signed Order should be sent to the violator via certified mail, return receipt requested or hand delivered.
14. In the event a case has reached an impasse, seek guidance from the Code Enforcement Supervisor, City Manager, or City Attorney in that order.

A. CASE DISPOSITION:

Code Enforcement cases can be closed in one of the following ways:

1. **Unfounded:** Through an investigation the complaint is unfounded with no apparent violations.
2. **Unable to access property:** A violation cannot be seen from the Right of Way (public view). The owner or tenant refuses to give access to the property or the reporting party refuses to participate by not allowing C.E officer to take photos from their yard.
3. **Immediate Compliance:** A violation is corrected in C.E Officers presence upon initial contact with violator.
4. **Compliance:** All violations are corrected any time after initial contact with violator
5. **Abatement:** Some violations may be abated when a C.E. Officer inspects property and finds that an immediate response is needed to correct a violation that is an immediate danger to the health and safety of others, and the responsible party cannot be contacted or is not responding. An Emergency Declaration must be signed by the City Manager prior to abating the nuisance or danger as required by City Code of Ordinances Sec. 9-26(e).

CASE FILE MAINTENANCE:

All active case files will be maintained in a neat and organized form.

All files will be maintained by the assigned officer until they are officially closed and turned into the records section.

Case files will contain the complete history of the case. Including but not limited to:

- Complaint form
- Case notes and phone logs
- Copy of all formal notices
- Written Correspondences
- Hard copy of all photos
- Hard copy of all Email correspondences
- Orders issued

Any and all documents in the case file are public record and subject to statutory retention requirements of 3 years from the date the file is closed, if compliance is achieved prior to administrative action. If administrative action is taken, the case file must be retained for 5 years from the date the file is closed. If a lien has been placed on the property, the case file must be retained for 5 years after the lien has been satisfied.

Right-of-Entry

The Fourth Amendment to the Constitution guarantees to all persons the right of privacy free from unreasonable state intrusion. The United State Supreme Court has held “that capacity to claim the protection of the Fourth Amendment depends not upon a property right in the invaded place, but upon whether the person who claims the protection of the amendment has a legitimate expectation of privacy in the invaded place.” Therefore, the issue becomes whether the person has an expectation of privacy in the property in question.

- 1.) **Owner-Occupied Family Residences-** Officer must obtain consent to inspect the premises of owner occupied family residences (i.e. homestead property). If consent is denied, the Officer cannot obtain an inspection warrant. See Fla. Statute # 933.21 (1995)
- 2.) **Non-Owner Occupied Residences-** Officer must first try to obtain consent of the owner or the operator of the affected premises in order to inspect the non-owner occupied family residences (i.e. rental property, etc.). If consent has been sought and refused or there are justifiable reasons for not seeking such consent, the officer may obtain an Inspection Warrant from a Judge. An Inspection Warrant allows a government official, such as an Officer/Inspector to conduct an inspection required or authorized by state or local law or rule relating to municipal or county building, fire, safety, environmental, animal control, land use, plumbing, electrical, health, minimum housing or zoning standards. (See Fla. Statute # 933-21, et. al.).
- 3.) **Exceptions:**
 - A. **Emergencies-** In cases of emergency where extreme hazards are known to exist which may involve the potential loss of life or severe property damage, the Officer may enter the premises for inspection purposes. For instance, if a structure is in such a state of disrepair that at any moment it could collapse, the Officer is able to enter the premises in order to inspect the structure without the owner’s consent or an Inspection Warrant.
 - B. **The Plain View Doctrine-** An individual has no justifiable expectation of Privacy as to activities he exposes to the “plain view” of others. Therefore, the

plain view doctrine defines certain sensory observations as being outside the scope of the Fourth Amendment's protection. If a violation is in the plain view of the public, the property owner has no reasonable expectation of privacy concerning it. For Example, it is not a violation of privacy for a Code Inspector to observe code violations from a neighbor's yard or the street or any other structure where the violations are in the plain view of the public.

REMOVAL OF PERSONAL PROPERTY

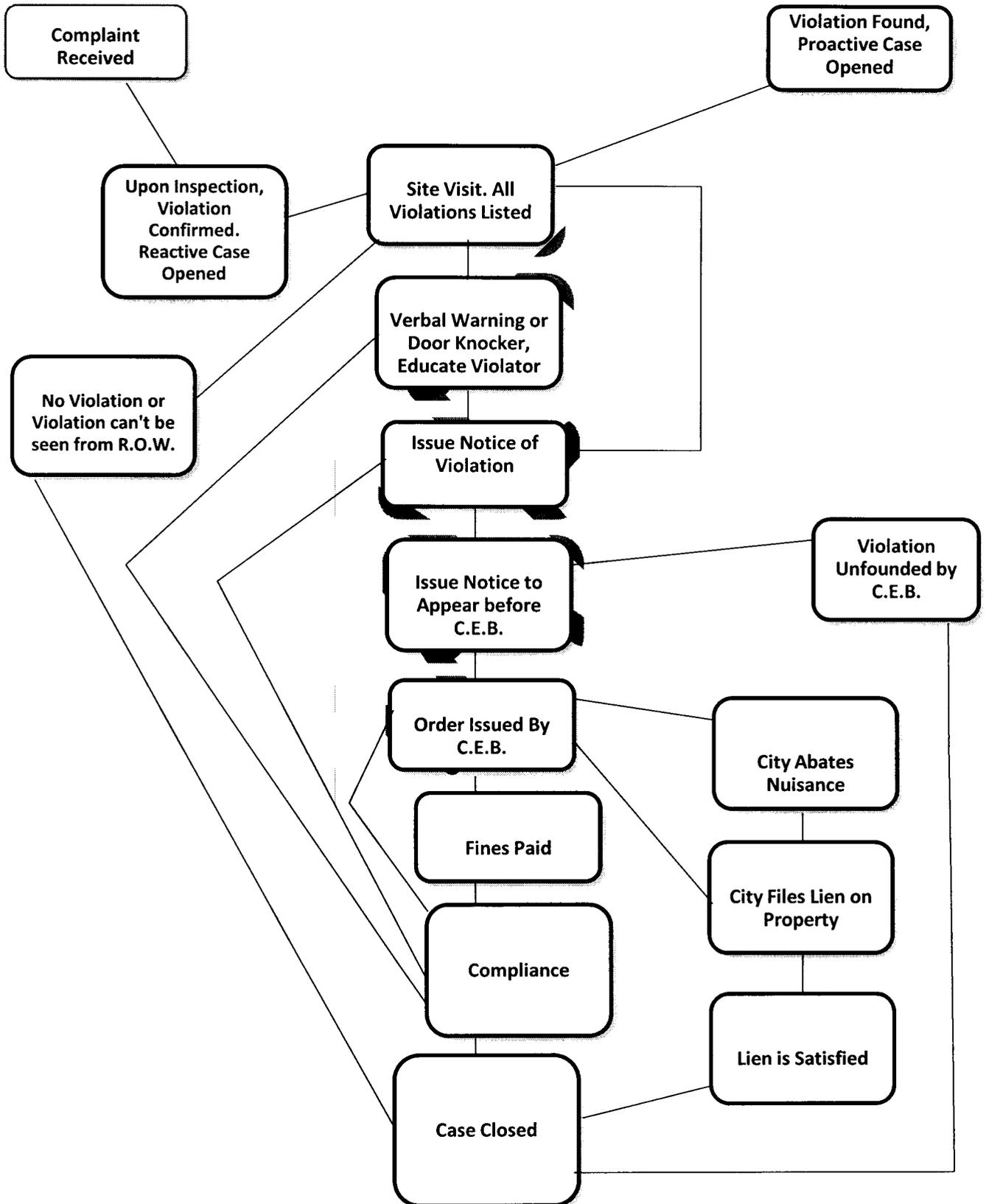
Often, lot cleaning requires the removal of items of personal property from the premises (as opposed to the removal of trash or other debris). Lot cleaning is only authorized for matter upon "any lot, tract or parcel of land" whether it is uncovered or under open shelter. Therefore, property that is within an enclosed structure cannot be removed. Never remove or authorize the removal of the property from within someone's home or any enclosed part of such structure (i.e. "screened in porch") whether it is secure or unsecured. Never remove property unless it is necessary for the public health, safety or welfare. The following procedures should be followed:

- 1.) **Photograph-** Take sufficient photographs of the personal property. Make sure the photographs reflect the true condition of the property and are appropriately marked for identification. Take picture before, during and after the work being performed.
- 2.) **Inventory-** Make a written list of all personal property that is removed from the premises.
- 3.) **Notes-** Write a brief description of all personal property. It is particularly important to document any aspect or characteristic that is not related in the photographs.
- 4.) **Storage-** Once taken into custody, the property must be stored and the owner must be notified of the storage location and given a reasonable period of time in which to retrieve it.

Approved by Code Enforcement Board February 26, 2015

City of Callaway Code Enforcement Flow Chart

Appendix A



City of Callaway
Code Enforcement Complaint Form
Appendix B

Date: ___ / ___ / ___

Complainant

Name: _____

Address: _____

Phone #: _____

Location of Reported Violation

Address: _____

Residents Name: _____

Residents Phone #: _____

Owners Name: _____

Owners Address If Different: _____

Owners Phone #: _____

Repeat Offense: Yes _____ No _____

Nature of Complaint

Verbal Warning _____ Red Tag _____ N.O.V. Given _____

Letter Sent _____ Follow Up Inspection _____ Citation _____

Lien _____

Date of Compliance: _____

Appendix B

Date _____

Time _____

NOTICE

**CITY OF OAK LAKE
CODE ENFORCEMENT**

871-4672

Please contact our office

8 a. m. to 5 p. m.

Monday - Friday

In reference to possible code or ordinance violation at this property.

Ref.# _____

CODE ENFORCEMENT OFFICER

Appendix B

-----Date-----

---Name-----

---Address---

Callaway, FL 32404

Notice of Violation

Dear ---Violator---:

The City of Callaway will allow you **10 days** from the receipt of this letter to clean up and remove all of the debris located on your property at -----Address-----, Callaway, FL. There is an accumulation of debris that has become a nuisance.

This is a violation of Ordinance 508, Section 1(g-1), which states: Any accumulation of litter, refuse, construction or demolition debris, trash, junk and other abandoned materials, metals, lumber or other things are prohibited.

Section 1(g-13) states: The term nuisance shall also include any condition or use of premises or of building exteriors which is detrimental to the property of others or which causes or tends to cause substantial diminution in the value of other property in the neighborhood in which the premises are located. This includes, but is not limited to, the keeping or depositing on or the scattering over the premises of any of the following: (a) litter, junk, trash, or construction or demolition debris; and (b) abandoned, discarded, unused objects or equipment such as, but not limited to, automobiles, furniture, stoves, refrigerators, freezers, cans or containers.

Failure to comply will result in a Notice to Appear in front of the Code Enforcement Board.

If the violation is corrected and then recurs or if the violation is not corrected by the time specified, the case may be presented to the enforcement board even if the violation has been corrected prior to the board hearing.

I would like to thank you in advance for your time and cooperation. If I can be of any assistance to you in this matter, please call me at (850) 871-4672.

Respectfully,

---Name of Officer---

Code Enforcement Officer

Appendix B

-----Date-----

---Name-----

---Address-----

Callaway, FL 32404

Notice To Appear In Front of Code Enforcement Board

Dear ---Violator---:

The Notice of Violation dated -----Date-----, copy attached, allowed a reasonable time to correct the following violations on your property located at -----Address-----.

~ Accumulation of debris.

This is a violation of Ordinance 508, Section 1(g-1), which states: Any accumulation of litter, refuse, construction or demolition debris, trash, junk and other abandoned materials, metals, lumber or other things are prohibited.

Section 1(g-13) states: The term nuisance shall also include any condition or use of premises or of building exteriors which is detrimental to the property of others or which causes or tends to cause substantial diminution in the value of other property in the neighborhood in which the premises are located. This includes, but is not limited to, the keeping or depositing on or the scattering over the premises of any of the following: (a) litter, junk, trash, or construction or demolition debris; and (b) abandoned, discarded, unused objects or equipment such as, but not limited to, automobiles, furniture, stoves, refrigerators, freezers, cans or containers.

The allowed time to correct the violation(s) listed above has expired.

Therefore, it is required of you to attend the Code Enforcement Hearing:

Time: 6:00 P.M. -----Day-----, ----- Date-----

Place: Callaway Arts & Conference Center, 500 Callaway Park Way, Callaway, FL 32404.

I would like to thank you in advance for your time and cooperation. If I can be of any assistance to you in this matter, please call me at (850) 871-4672.

Respectfully,

---Name of Officer---
Code Enforcement Officer

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

March 24, 2015

RFQ Selection of Professional Planning Services

1. PLACED ON AGENDA BY:

J. Michael Fuller, City Manager

2. AGENDA:

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

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

N/A

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

On February 13, 2015, staff advertised the Request for Qualifications (RFQ) for Continuing Professional Planning Services Contract. A copy of the request is attached. Four (4) firms submitted proposals/qualifications; they are as follows:

- 1) Kimley-Horn and Associates
- 2) Stantec Consulting Services
- 3) Marina Pennington Community Planning Consultant
- 4) Wood & Partners/Wendy Gray Land Use Planning

As stated in the RFQ, this contract for planning services is intended to be a time saving device for city staff to augment in areas where specific expertise is not available or where workload will not permit timely accomplishment of budgeted projects. This contract will allow the City to solicit proposals directly from the consultant for each project or task. Work will be awarded to consultants on an as needed basis and based on consultant's current workload or availability, expertise in the project area, and previous work awarded. Thus, it is recommended that all proposals/qualifications submitted be approved. This will allow the city to to solicit separate proposals for any projects or tasks.

ATTACHMENT:

- Copy of RFQ
- Proposals/Qualifications from Firms (each commissioner will be given the 4 proposal packages; any other interested persons may request a copy from staff following the meeting)

5. REQUESTED MOTION/ACTION:

Staff recommends the City Commission approve a Continuing Professional Planning Services Contract with the four (4) aforementioned firms that responded to the RFQ.

City of Callaway
Request for Qualifications: Professional Planning Services

The City of Callaway is requesting the submittal of statements of qualification from interested planning professionals or firms for a Continuing Professional Planning Services Contract to complete any or all of the following types of services on an as needed basis:

- Initiating and conducting public workshops/charettes
- Community, neighborhood and comprehensive planning
- Collecting and evaluating data and analysis
- Preparing textual revisions and essential narratives for the Comprehensive Plan and Land Development Regulations
- Developing and preparing overlay districts
- Analyzing growth and development patterns
- Preparing the Evaluation and Appraisal Report amendments
- Review of the City's Comprehensive Plan, Land Development Regulations to recommend revisions and updates
- Implementing and maintaining Community Redevelopment Agency Plans and Budgets
- Perform ancillary services as required

This contract is intended to be a time saving device for City staff to augment in areas where specific expertise is not available or where workload will not permit timely accomplishment of budgeted projects. This contract will allow the City to solicit proposals directly from the consultant for each project or task. The City, at any time, reserves the right to solicit separate proposals for any and all projects or tasks. Selection by the City as a consultant does not guarantee that the consultant will be called on a regular basis during the contract term, nor does it guarantee a minimum level of compensation with respect to volume of work or fees. Work will be awarded to consultants on an as needed basis and based on consultant's current workload or availability, expertise in the project area, and previous work awarded. The City reserves the right to select firms based solely on the content of the qualifications that are received. The City reserves the right to reject any and all bids. All firms meeting the minimum qualifications will be placed on the City's consultant list. Responses will be evaluated with the following criteria:

- Qualifications of firm, staff, and consultants
- Previous Comprehensive Planning and Land Development Regulation experience in North Florida
- Reputation of client references
- Understanding and familiarity of the City's Comprehensive Plan and Land Development Regulations
- Claims and litigation history

An original and eight (8) copies of proposals marked "Proposals for Continuing Professional Planning Services Contract" must be received by by 4:00 CST on Friday, February 13, 2015 at Callaway City Hall, 6601 E. Highway 22, Callaway, FL 32404. Send to the attention of Mrs. Catrese Bowley, Purchaser. There is no expressed or implied obligation for the City to reimburse responding firms for any expenses associated with the preparation and submittal of the proposals in response to this request.

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

March 24, 2015

Finance Update

1. PLACED ON AGENDA BY:

J. Michael Fuller, City Manager

2. AGENDA:

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

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

N/A

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

Please see attached FY15 Cash Basis Report.

ATTACHMENT:

- FY15 Cash Basis Report

5. REQUESTED MOTION/ACTION:

No action necessary.



CITY OF CALLAWAY

Fiscal Year 2015

CASH BASIS

BUDGET-IN-BRIEF as of February 28, 2015

42.66% of Year Elapsed

YTD-Citywide Expense Allocation



Operating 54.2%	Personnel Svc 34.5%
Non-Operating 1.4%	Transfers 2.2%
Principal Debt Pmts 0.6%	Capital 7.1%

Revenues	Budget	Year-to-Date	%
Ad valorem Taxes	1,002,236	964,157	96.2%
Other Taxes	1,807,323	704,581	39.0%
Permits, Fees, & Licenses	173,700	70,538	40.6%
Grants & Shared Revenue	1,851,113	432,084	23.3%
Service Charges	140,703	61,223	43.5%
Judgements, Fines, & Forfeits	2,600	1,820	70.0%
Interest & Other Earnings	3,915	108	2.8%
Rents & Royalties	50,500	36,265	71.8%
Sales of Fixed Assets	-	-	0.0%
Contributions & Donations	3,700	1,320	35.7%
Miscellaneous Revenue	4,500	2,389	53.1%
Total Revenues	\$ 5,040,290	\$ 2,274,485	45.1%

Expenditures	Budget	Year-to-Date	%
Executive (Commission)	54,015	21,695	40.2%
City Manager	222,918	89,361	40.1%
Finance	155,133	59,235	38.2%
Legal	85,000	27,969	32.9%
Planning & Code Enforcement	267,514	71,747	26.8%
Elections	-	-	0.0%
General Government	383,297	122,817	32.0%
Law Enforcement	1,412,989	588,537	41.7%
Fire Department	995,568	352,699	35.4%
Streets	1,110,425	412,253	37.1%
Maintenance Shop	208,012	81,127	39.0%
Leisure Services	791,099	284,138	35.9%
Transfers	(144,779)	(133,234)	92.0%
Total Expenditures	\$ 5,541,191	\$ 1,978,344	35.7%

	Budget	Year-to-Date
Incr / (Decr) to Fund Balance	(500,901)	296,141

Community Redevelopment Fund

	Budget	Year-to-Date	%
Revenues & Trfrs In	25,770	18,347	71.2%
Expenditures	116,118	2,060	1.8%
Incr / (Decr) to Fund Balance	(90,348)	16,287	

Debt Service Fund

	Budget	Year-to-Date	%
Transfers In	89,757	-	0.0%
Debt Service Pmts.	89,757	-	0.0%
Incr / (Decr) to Fund Balance	-	-	

Capital Projects Fund

	Budget	Year-to-Date	%
Revenues & Trfrs In	1,119,638	-	0.0%
Expenditures	1,021,126	29,333	0.0%
Incr / (Decr) to Fund Balance	98,512	(29,333)	

Water Fund

	Budget	Year-to-Date	%
Revenues & Trfrs In	3,331,150	1,176,111	35.3%
Expenses & Trfrs Out	4,579,517	743,683	16.2%
Incr / (Decr) to Net Assets (includes bond debt payments)	(1,248,367)	432,428	

Sewer Fund

	Budget	Year-to-Date	%
Revenues & Trfrs In	4,504,348	1,891,849	42.0%
Expenses & Trfrs Out	4,681,845	1,032,968	22.1%
Incr / (Decr) to Net Assets (includes bond debt payments)	(177,497)	858,881	

Solid Waste Fund

	Budget	Year-to-Date	%
Revenues	584,640	239,855	41.0%
Expenses & Trfrs Out	732,815	173,028	23.6%
Incr / (Decr) to Net Assets	(148,175)	66,827	

Citywide Increase/Decrease to Fund Balance / Net Assets

	Budget	Year-to-Date
Incr / (Decr) to Fund Balance/Net Assets	(2,066,776)	1,641,231

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

March 24, 2015

Ordinance No. 958 – TECO Gas Franchise Agreement

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

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

The current franchise agreement granted to Peoples Gas will expire on May 9, 2015. The gas utility franchise was granted to Peoples Gas, a division of Tampa Electric Company (TECO), pursuant to Ordinance No. 615, which provided for a franchise fee of 6% of gross revenues from the sale and transportation of natural gas to customers in the City. The Ordinance was valid for a fifteen (15) year term.

City staff has been in contact with Peoples Gas/TECO about the terms of the franchise agreement. As a result, another fifteen (15) year franchise term may take effect upon adoption by the City and acceptance by TECO. Ordinance No. 958, a copy of which is enclosed, provides for a 15 year term and franchise fee of six percent (6%) of gross revenues the sale and transportation of natural gas to customers in the City. The 6% fee is typical of most other local municipalities and the maximum allowed by law.

The City budgeted \$56,000 in projected revenues from the natural gas franchise fees in Fiscal Year 2015.

This is the first reading of Ordinance No. 958.

ATTACHMENT:

- Ordinance No. 958

5. REQUESTED MOTION/ACTION:

Staff recommends the City Commission approve the first reading of Ordinance No. 958 and schedule the final reading/hearing for April 28, 2015.

ORDINANCE NO. 958

AN ORDINANCE OF THE CITY OF CALLAWAY, FLORIDA, GRANTING TO PEOPLES GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE NATURAL GAS FRANCHISE AGREEMENT TO USE THE PUBLIC RIGHTS OF WAY OF THE CITY OF CALLAWAY, FLORIDA, AND PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH SAID FRANCHISE MAY BE EXERCISED; MAKING FINDINGS; PROVIDING AN EFFECTIVE DATE; AND REPEALING PRIOR ORDINANCE.

WHEREAS, Peoples Gas System and the City of Callaway desire to enter into a franchise agreement for a period of fifteen (15) years commencing from the date provided herein; and

WHEREAS, the City Commission finds that it is in the public interest of its citizens to enter into a new franchise agreement with Peoples Gas System.

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

SECTION 1: DEFINITIONS

For the purposes of this Ordinance, the following terms shall have the meaning given herein.

- A. "Customer" shall mean any Person served by the Company within the corporate limits of the City.
- B. "City" shall mean the City of Callaway, Bay County, Florida, its successor and assigns.
- C. "Company" shall mean Peoples Gas System, a division of Tampa Electric Company, a Florida corporation, its successors and assigns.
- D. "Distribution System" shall mean any and all transmission pipe lines, main

pipe lines and service lines, together with all tubes, traps, vents, vaults, manholes, meters, gauges, regulators, valves, conduits, attachments, structures and other appurtenances, as are used or useful in the sale, distribution, transportation or delivery of Natural Gas and as are situated within the corporate limits of the City.

- E. "Effective Date" shall mean the date this Franchise becomes Effective as described in Section 19 below.
- F. "Franchise" or "Franchise Agreement" shall mean this agreement, as passed and adopted by the City and accepted by the Company, as provided in Section 19 below.
- G. "FPSC" shall mean the Florida Public Service Commission or any successor agency.
- H. "Gross Revenues" shall mean all revenues (as defined by the Florida Public Service Commission) received by the Company from any Customer from the sale or transportation of Gas.
- I. "Person" shall mean any individual, firm, partnership, estate, corporation, company or other entity, including, but not limited to, any government entity.
- J. "Natural Gas" of "Gas" shall mean natural gas and/or manufactured gas and/or a mixture of gases which is distributed in pipes and measured by meter on the Customer's premise. It shall not mean propane gas or liquefied petroleum gas (commonly referred to as "bottled gas").
- K. "Right-of-way" means any street, road, lane, highway, avenue, boulevard, alley, waterway, bridge, easement, public place or other right-of-way that is owned by the City.

SECTION 2: GRANT

The City hereby grants to the Company the non-exclusive right, privilege, and franchise to lay, erect, construct, operate and maintain in, on or under any and all Rights-of-way, as they

now exist or may be hereafter constructed, opened, laid out or extended within the present incorporated limits of the City, or in such territory as may be hereafter added or annexed to, or consolidated with, the City, a Distribution System subject to the terms and conditions herein contained.

SECTION 3: TERM

Except as provided in Section 15, the Franchise hereby granted shall be for a period of fifteen (15) years from the effective date of this ordinance; provided, however, that the Franchise will automatically renew for one (1) fifteen (15) year renewal term until such time as one of the parties notifies the other, with no less than one hundred and eighty (180) days' written notice, prior to the expiration of the initial term, that it does not want the Franchise to automatically renew. If either party elects not to renew the Franchise, then the Franchise shall expire upon the conclusion of the initial term.

SECTION 4: ASSIGNMENT

A. The Franchise hereby granted shall not be leased, assigned or otherwise alienated or disposed of except with the prior express written consent of the City, which shall not be unreasonably withheld or unduly delayed. No assignment shall be allowed without the assignee assuming the terms of the Franchise Agreement with the City .

B. Notwithstanding the foregoing, the Company may, without the consent of the City, lease, assign or otherwise alienate and transfer this Franchise in connection with the lease or sale of the Distribution System or upon its merger or consolidation with, or transfer to, a corporation engaged in similar business (including an affiliate or subsidiary of the Company), or pledge or mortgage of such Franchise in connection with the physical property owned and used

by it in the operation of the Distribution System for the purpose of securing payment of monies borrowed by the Company.

SECTION 5: CITY COVENANT

As a further consideration for this Franchise Agreement, the City covenants and agrees that it will not, during the term of this Franchise Agreement or any extension thereof, engage in the business of distributing or selling Natural Gas within the corporate limits of the City, as modified, during the term of this Franchise Agreement.

SECTION 6: USE OF STREETS

The Distribution System shall be erected, placed, or laid in such manner as will, consistent with necessity, least interfere with other public uses of the Rights-of-way, and said Rights-of-way shall not be unnecessarily obstructed, and before, except in an emergency situation, the Company makes any excavation or disturbs the surface of any of the Rights-of-way, it shall make application for a permit to the appropriate City authority. The City shall issue, or if applicable deny, permits within ten (10) business days of application by the Company. In consideration of the franchise fees contemplated in this agreement, the City shall not charge the Company any fees for the issuance of such permits. The Company shall, with due diligence and dispatch, place such Rights-of-way in as good a condition as before such excavation or disturbance was made; provided, however, that should the Company fail, within ten (10) days of its receipt of written notice from the City, to restore such Rights-of-way, then the City may undertake such restoration (other than any restoration work on the Distribution System) and charge the reasonable cost thereof to the Company.

To the extent consistent with Florida law, the Company hereby agrees to abide by all the rules and regulations and ordinances which the City has passed or might pass in the future, in the exercise of its police power, and further agrees to abide by any established policy which the City or its duly authorized representative has passed, established, or will establish, in the exercise of its police power; provided, however, that the City shall not pass any ordinance or regulation that results in a material change in the rights or obligations of the Company under the Franchise Agreement.

SECTION 7: MAINTENANCE

All such components of the Distribution System of the Company located within the City shall be installed and maintained in accordance with accepted good practice and in accordance with the orders, rules, and regulations of the Florida Public Service Commission.

SECTION 8: LAYING OF PIPE

All components of the Distribution System shall be laid consistent with all applicable codes, rules, regulations and laws, including, to the extent consistent with all applicable codes, rules, regulations and laws, specifications contained in City permits.

SECTION 9: CONSTRUCTION WORK

The City reserves the right to permit to be laid electric conduits, water and gas pipes and lines, cables, sewers, and to do and permit to be done any underground work that may be deemed necessary or proper by the City in, across, along, or under any Right-of-way. Whenever, by reason of establishing a grade or by reason of changes in the grade of any Right-of-way, or by reason of the widening, grading, paving, or otherwise improving present or future Rights-of-way, or in the location or manner of construction of any water pipes, electric conduits, sewers, or other

underground structure located within the Rights-of-way, it shall be deemed necessary by the City to remove, relocate or disconnect any portion of the Distribution System of the Company hereto for such public purpose, such removal, relocation or disconnection shall be made by the Company as ordered in writing by the City without claim for reimbursement. If the City shall require the Company to remove, relocate or disconnect any portion of its Distribution System or in any way to alter the placement or location of the Distribution System, to enable any other Person to use said Rights-of-way of the City, as part of its permitting or approval process, the City shall require the Person desiring or occasioning such removal, relocation, disconnection or alteration to reimburse the Company for any loss, cost or expense caused by or arising out of such removal, relocation, disconnection or alteration of any portion of the Distribution System. The Company further agrees that it will not intentionally interfere with, change, or injure any water pipes, drains, or sewers of said City unless it has received specific permission from the City or its duly authorized representative.

SECTION 10: FRANCHISE FEE

Subject to Section 11 below, within thirty (30) days after the close of the first full billing month following the effective date of this Franchise Agreement, and each month thereafter during the term of this Franchise Agreement, the Company, its successors or assigns, shall pay to the City, or its successors, a sum of money equal to six percent (6%) of the Company's Gross Revenue, less any adjustments for uncollectable accounts, from the sale and transportation of Natural Gas to Customers within the corporate limits of the City collected during the preceding month. The franchise fee payment shall be deemed paid on time if post-marked within thirty (30) days of the close of the preceding billing month. The percentage of such revenue to be

collected by grantee and paid to the City as a franchise fee may be changed by the City from time to time, by ordinance, at intervals of no less than every three (3) years and at a rate not to exceed six percent (6%).

SECTION 11: IDENTIFICATION OF CITY RESIDENTS

No less than thirty (30) days prior to the Effective Date, the City shall deliver to the Company such information (including City limit streets and block numbers) as is needed by the Company to determine which of its customer are located within the City limits. The City shall also provide such information no less than thirty (30) days prior to the effectiveness of any change in said limits, whether by addition, annexation or consolidation, or upon the Company's request. The Company shall be relieved of any obligation to pay franchise fees to the extent the City has failed to provide information in accordance with this Section 11.

SECTION 12: ACCOUNTS AND RECORDS

The Company shall maintain accounting, maintenance, and construction records as prescribed by the FPSC. The Company shall establish and maintain appropriate accounts and records in such detail that revenues within the corporate limits of the City are consistently declared separately from all other revenues, and such records shall be maintained within the State of Florida. Upon request by the City, or its designated representative, and execution of a confidentiality agreement reasonably satisfactory to the Company, the Company shall make available said records within thirty (30) days to the City for the determination of the accuracy of the Gross Revenues upon which the Company's franchise fee is based. The Company shall maintain its billing records only for the period of time required by the FPSC and any examination conducted after such period shall be confined to the billing records then available.

SECTION 13: INSURANCE

During the term of this Franchise, the Company shall file with the City Clerk and shall keep in full force and effect at all times during the effective period hereof, insurance certificates evidencing a general liability insurance policy or policies or evidence of self-insurance within the corporate limits of the City, as they currently exist or may exist in the future. Each such policy shall be in the minimum sum of \$1,000,000.00 for injury or death to any one person, and in the minimum sum of \$5,000,000.00 for injury or death to all persons where there is more than one person involved in any one accident, and in the minimum sum of \$1,000,000.00 for damage to property, resulting from any one accident, and each of the said minimum sums shall remain in full force and shall be undiminished during the effective period of this Ordinance. The coverage requirements set forth in this Section 13 may be satisfied, in whole or in part, with self-insurance.

Every such insurance policy shall contain a provision whereby every company executing the same shall obligate itself to notify the clerk of the City, in writing, at least thirty (30) days before any material alteration, modification, or cancellation of such policy is to become effective.

SECTION 14: INDEMNIFICATION

In consideration of the permissions granted to the Company by this Franchise Agreement, the Company hereby agrees to indemnify and hold harmless the City, its officers, agents and employees from and against claims, suits, actions, and causes of action, to the extent caused by the Company's negligent operation of the Distribution System within the City during the term of this Franchise and resulting in personal injury, loss of life or damage to property sustained by

any person or entity, through or as a result of the doing of any work herein authorized or the failure to do work herein required, and including all reasonable costs, attorney's fees, expenses and liabilities incurred by the City in connection with any such claim, suit or cause of action, including the investigation thereof, and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof; provided, however, that neither the Company nor any of its employees, agents, contractor, licensees, or sublessees shall be liable under this section for any claims, demands, suits, actions, losses, damages, or expenses, including attorney's fees, arising out of the negligence, strict liability, intentional torts, criminal acts, or error of the City, its officers, agents, or employees. The provisions of this section shall survive the expiration or earlier termination of this Franchise Agreement. Notwithstanding any provision herein to the contrary, the Company's liability under this Agreement shall be limited to the assets and business of Peoples Gas System, a division of Tampa Electric Company, as if Peoples were incorporated separate and apart from Tampa Electric Company.

SECTION 15: TERMINATION BY CITY

Violation by the Company of any of the covenants, terms, and conditions hereof, or default by the Company in observing or carrying into effect any of said covenants, terms and conditions, shall authorize and empower the City to declare a termination this Franchise Agreement; provided, however, that before such action by the City shall become operative and effective, the Company shall have been served by the City with a written notice setting forth all matters pertinent to such violation or default, and describing the action of the City with respect thereto, and the Company shall have had a period of sixty (60) days after service of such

notice, or, in the event such cure reasonably requires a period of more than sixty (60) days, sixty (60) days to present a plan, reasonably satisfactory to the City, to effect such cure; and provided further that any violation or default resulting from a strike, a lockout, an act of God, or any other cause beyond the control of the Company shall not constitute grounds for termination.

SECTION 16: CHANGES IN PROVISIONS HEREOF

Changes in the terms and conditions hereof may be made by written agreement between the City and the Company.

SECTION 17: SEVERABILITY; CHANGE IN LAW

(A) If any section, part of a section, paragraph, sentence, or clause of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of any other portion hereof, but shall be restricted and limited in its operation and effect to that specific portion hereof involved in the controversy in which such decision shall have been rendered; provided, however, that should elimination of the specific portion of the Franchise Agreement adjudged to be invalid results in significant adverse consequences to a party, then that party may terminate this Franchise Agreement by providing thirty (30) days written notice to the other party.

(B) Upon the issuance by a court of competent jurisdiction of an order, ruling, or decision, or the enactment or adoption by the Florida Legislature, the City or any other governmental or regulatory body, of a law, rule, regulation or ordinance, that materially diminishes a municipality's ability to exact franchise fees from a utility, or that effectively does away with the ability of a municipality to grant a franchise altogether, then the Company or City

may terminate this Franchise Agreement by providing ninety (90) days written notice to the other party.

SECTION 18: GOVERNING LAW

This Franchise shall be governed by the laws of the State of Florida and applicable federal law.

SECTION 19: EFFECTIVE DATE

This Franchise Agreement shall become effective upon its acceptance by the Company, which acceptance must be evidenced in writing within sixty (60) days of the City's passage and adoption hereof.

PASSED AND CERTIFIED AS TO PASSAGE this _____ day of _____, 2015.

Thomas W. Abbott, Mayor

ATTEST: _____
Sandra B. Hirth, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Accepted this _____ day of _____, 2015

PEOPLES GAS SYSTEM, A DIVISION OF
TAMPA ELECTRIC COMPANY

By: _____
Title: _____

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

March 24, 2015

Award City Hall Copier Contract

1. PLACED ON AGENDA BY:

J. Michael Fuller, City Manager

2. AGENDA:

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

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

N/A

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

Staff met with three vendors for quotes on a BW/Color copy machine for City Hall. They were - American Business Center (Xerox); Reliable Copy Products (Kyocera); and Panama Business Machines (Konica Minolta). The information received is attached to this agenda form. In making the recommendation, staff took into account the speed of the machine, the cost of color copies, and number of copies allowed before there is an overage fee.

In the past years Xerox has provided the copy machine for City Hall. Staff has had issues with getting the machine repaired in a timely manner as well as the quality of the copies for long periods of time. Staff would like to recommend Reliable Copy Products due to the buyout offer paid to Xerox, the cost for color copying which is done in levels according to the amount of color being copied, the additional machine offered (folder) as well as having an excellent repair service (received an award for the number one repair technician in the United States) and excellent references but feel the Board would prefer for us to go with the lowest bid which is Xerox.

ATTACHMENT:

- Spreadsheet denoting costs for each bid
- American Business Center Quote
- Reliable Copy Products Quote
- Panama Business Machines Quote

5. REQUESTED MOTION/ACTION:

Staff recommends American Business Center (Xerox) as the lowest most responsive quote.

	KONICA MINOLTA Panama Business Machines Bizhub Color C75AE	KYOCERA Reliable Copy Products Taskalfa 4551ci	XEROX American Business Center W7970P Workcentre 7970
Lease Term:	36 months \$274.77**	48 months \$345.00/mo. (60 months @\$262.74/mo.)	48 months \$287.50/mo.
Min. Payment:	75ppm black - 60ppm color 100 Sheet Finisher Stapler-\$19.40 2-3 Hole Punch - \$5.54	45ppm black - 45ppm color 1000 Sheet Finisher Multi Position Stapler 2-3 Hole Punch	70ppm black - 70ppm color 500 Sheet Finisher Multi Position Stapler 2-3 Hole Punch
Scan Speed:	Scan/Email \$45.00 copies up to 10,000	Scan/Email No coverage fees	Scan/Email Included up to 10,000 copies
Finishing:	\$\$.0045 ea. \$.045 ea.	1-20% Page Coverage: \$.04/copy 21-50% Page Coverage: \$.06/copy 51-100% Page Coverage: \$.07/copy	\$\$.0049 ea. \$.0490 ea.
B/W Copies:	**With additional required finishing options & black copy fees brings total to \$344.71 (this does not include any color copy fees)	Add Folding Machine: No Charge (Retail @ \$1621.00)	
B/W Copies over 10,000:		Multiple Local References	
Color Copies:		Will return our old machine at no charge & buy out the rest of our lease (appx. \$1,044.27)	

Each machine has job accounting & user codes with copy limits

Lease Pricing PROPOSAL



Presented to CITY OF CALLAWAY

By Mark Sonsalla

On 1/21/2015

SAVE \$ 800 PER YEAR

CURRENT COST \$348

70 ppm

10,000 included

State or Local Government Negotiated Contract : 072533100

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. W7970P (WORKCENTRE 7970)	- Br Finisher 2/3 Hole - Customer Ed - Analyst Services	Lease Term: 48 months Purchase Option: \$1.00	- Xerox WC5765 S/N XEL551848 Trade-In as of Payment 44	2/27/2015

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Color	Volume Band	Per Print Rate	
1. W7970P	\$287.50	1: BW 2: Color	1 - 10,000 10,001+ All Prints	Included \$0.0049 \$0.0490	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$287.50	Minimum Payments (Excluding Applicable Taxes)			

All information in this proposal is considered confidential and is for the sole use of CITY OF CALLAWAY. If you would like to acquire the solution described in this proposal, we would be happy to offer a Xerox order agreement. Pricing is subject to credit approval and is valid until 2/20/2015.

For any questions, please contact me at (850)849-3066



The WorkCentre 7970 Colour Multifunction Printer is built on Xerox® ConnectKey® Technology. For more information, go to www.connectkey.com.

Device Specifications		WorkCentre 7970
Speed	Up to 70 ppm color and black-and-white	
Duty Cycle ¹	Up to 300,000 pages / month	
Hard Drive / Processor / Memory	Minimum 160 GB / 1.2 GHz Dual-core / 2 GB system plus 1 GB page memory	
Connectivity	10/100/1000Base-T Ethernet, High-Speed USB 2.0 direct print, Optional Wi-Fi (with Xerox® USB Wireless Adapter)	
Controller Features	Unified Address Book, Remote Control Panel, Online Support (accessed from user interface and print driver), Configuration Cloning	
Copy and Print		
Copy and Print Resolution	Copy: Up to 600 x 600 dpi; Print: Up to 1200 x 2400 dpi	
First-print-out Time (as fast as)	6.9 seconds color / 4.2 seconds black-and-white	
Page Description Languages	Adobe® PostScript® 3™, PDF, PCL® 5c / PCL 6, XML Paper Specification (XPS®) (Optional)	
Print Features	Print from USB, Earth Smart Driver Settings, Job Identification, Booklet Creation, Store and Recall Driver Settings, Bi-directional Status, Scaling, Job Monitoring, Color By Words	
Mobile Printing	Apple® AirPrint™, Xerox® PrintBack, Xerox® Mobile Print Solution (Optional), Xerox® Mobile Print Cloud (Optional), Mopria™ Certified	
Scan	Standard	Destinations: Scan to Mailbox, Scan to USB, Scan to Email, Scan to Network; File Formats: PDF, PDF/A, XPS, JPEG, TIFF; Convenience Features: Scan to Home, Single Touch Scan, Searchable PDF, Single/Multi-Page PDF / XPS / TIFF, Encrypted / Password Protected PDF, Linearized PDF / PDF/A
	Optional	Software Packages: ConnectKey® for SharePoint®, ConnectKey® for DocuShare®, ConnectKey® Share to Cloud, Xerox® Scan to PC Desktop® SE and Professional, other solutions available through various Xerox Business Innovation Partners
Fax	Standard	Internet Fax, Fax Build Job, Network Server Fax Enablement
	Optional	Fax Forward to Email or SMB, Walk-up Fax (one-line and two-line options, includes LAN Fax)
Security	Standard	McAfee® Embedded, McAfee ePolicy (ePO) Compatible, HDD Overwrite, 256-bit Encryption (FIPS 140-2 compliant), Common Criteria Certification (ISO 15408) ² , Secure Print, Secure Fax, Secure Scan, Secure Email, Cisco® TrustSec Identity Services Engine (ISE) Integration, Network Authentication, SSL, SNMPv3, Audit Log, Access Controls, User Permissions
	Optional	McAfee Integrity Control, Xerox Secure Access Unified ID System®, Smart Card Enablement Kit (CAC/PIV/.NET)
Accounting	Standard	Xerox® Standard Accounting (Copy, Print, Scan, Fax, Email), Network Accounting Enablement
	Optional	Equitrac Express®, Equitrac Office®, Equitrac Professional®, YSoft® SafeQ®, other network accounting solutions available through various Xerox Business Innovation Partners
Paper Input	Standard	Single-pass Duplex Automatic Document Feeder: 130 sheets; Speed: up to 133 ipm (duplex); Sizes: 5.5 x 8.5 in. to 11 x 17 in. / 148 x 210 mm to 297 x 420 mm Bypass Tray: 100 sheets; Custom sizes: 3.5 x 3.9 in. to 12.6 x 19 in. / 89 x 98 mm to 320 x 483 mm (SEF) Tray 1: 520 sheets; Custom sizes: 5.5 x 7.2 in. to 11.7 x 17 in. / 140 x 182 mm to 297 x 432 mm (SEF) Tray 2: 520 sheets; Custom sizes: 5.5 x 7.2 in. to 12 x 18 in. / 140 x 182 mm to SRA3 (SEF) High Capacity Tandem Tray (Total 2,000 sheets): One 867-sheet paper tray and one 1,133-sheet paper tray; Sizes: 8.5 x 11 in. / A4
	Optional	High Capacity Feeder (HCF): 2,000 sheets; Sizes: 8.5 x 11 in. / A4 long edge feed Envelope Tray: Up to 60 envelopes: #10 commercial, Monarch, DL, CS, Large U.S. Postcard, A6, Custom sizes: 3.9 x 5.8 in. to 6.4 x 9.5 in. / 98 x 148 to 162 x 241 mm
Paper Output / Finishing	Standard	Dual Offset Catch Tray: 250-sheets each Face up Tray: 100 sheets
	Optional	BR Finisher: 3,000-sheet stacker and 500-sheet top tray, 50-sheet multiposition stapling and 2/3-hole punching BR Booklet Maker Finisher: 1,500-sheet stacker and 500-sheet top tray, 50-sheet multiposition stapling and 2/3-hole punching plus saddle-stitch booklet making and V-folding C Fold / Z Fold Unit: Adds Z-folding, Letter Z-folding, Letter C-folding to the BR Finisher and BR Booklet Maker Finisher Convenience Stapler: Staples 50 sheets (based on 75 gsm), includes Work Surface

¹Maximum volume capacity expected in any one month. Not expected to be sustained on a regular basis; ² Undergoing evaluation.

Other Awards



BLI 2013 Outstanding Achievement in Innovation Award for Xerox® ConnectKey® Share to Cloud

Article Certificate



BLI 2013 Pick of the Year Award for Xerox® Mobile Print Cloud – Outstanding Small Business Mobile Print Solution

Article Certificate



BLI 2014 Pick of the Year Award for Xerox® Mobile Print Solution – Outstanding Enterprise Mobile Print Solution

Article Certificate



BLI 2014 Document Imaging Solutions Line of the Year Award

Article Certificate

For more detailed specifications, go to www.xerox.com/office/WC7900Specs.
Build and configure your own Xerox® WorkCentre 7970 Color Multifunction Printer at www.buildyourownxerox.com/connectkey.



Equipment Description and Cost Analysis For The City of Callaway

(1) Kyocera Taskalfa 4551ci Digital Full Color Copier (New) Retail @ 22006.00

System Includes:

- 45 copies/prints per minute black & white, 45 per minute in Full Color
- 175 Sheet Dual Scan Document Feeder/Scanner (Scan speed up to 160 images per minute)
- 1000 Sheet Finisher/Multi Position Stapler w/2-3 Hole Punch Unit
- (2) 500 sheet paper trays (5.5 x 8.5 up to 12 x 18 paper sizes) 16lb bond – 140lb index
- Dual 1500 sheet paper deck (8.5 x 11)
- 150 Sheet MPT tray (5.5 x 8.5 up to 12 x 18 paper sizes) 16lb – 140lb Index
- Up to 12 x 48 Banner (single sheet)
- Auto paper selection/switching
- Auto Duplexing for your two sided copying
- Print via network connection
- Printing via Jump Drive/Thumbnail drive
- Scan system (Scan to file/PC, Scan to email)
- Scan in black & white or Full Color
- Job Accounting & user codes/with user limits
- Kyocera's Exclusive Tri-Level Color Monitoring System (See next page under service & supplies program)
- Mac, PC, IPAD, IPHONE & Android friendly. (Thru HyPas "Hybrid Platform for Advanced Solutions")
- Data Security Kit (Hard Drive Overwrite Kit)
- Remote Email Printing
- Much, Much More (Please see brochure)

(1) Martin Yale 1611 Folding Machine (New) Retail @ 1621.00 No Charge

Special Opportunity For:

The City of Callaway Kyocera Major Account Program 14719.00

Lease Program: (Based on 14719) -0- money in advance

60/mo. @ 262.74/mo.

48/mo. @ 345.00/mo.

In Addition: Reliable Copy Products will submit a check to The City of Callaway for 1044.27 representing the remaining months left on old lease. (Starting March 2015 thru end of term May 2015) 348.09 x 3 = 1044.27.

Reliable Copy Products will ship old equipment to designated location leasing company requires at NO Additional Charge. (Approx. 300.00)

Continued on next page.

Reliable Copy Products Referral's

The St. Joe Company

Contact: Paul Wills, Director of I.T.

(850) 231-6411

All Kyocera Taskalfa products thru out operation. (Black & White and Full Color Systems)

Bay County Court House

Panama City, Fla.

All Kyocera Taskalfa products thru out Building. (Black & White and Full Color Systems)

(Over 20 years with Reliable Copy & the Kyocera Product)

Contact: Mike Sharp

(850)-747-5100

Office of the State Attorney, 14th Circuit

Panama City, Fla.

All Kyocera Taskalfa products thru out all offices, Bay & Surrounding Counties. (Black & White/Full Color Systems)

Contact: Pam Haglund General Mgr.

(850)-872-4473

The City of Parker and City of Parker Police Dept.

Panama City Beach, Fla.

All Kyocera equipment thru out all offices. (Black & White/Full Color Systems)

Contact: Mayor Richard Musgrave

(850)-871-4104

The Eye Centers of North Florida

Panama City, Fla.

All Kyocera equipment thru out all offices.

Contact: David Sinnett, IT Director

(850)-522-7952 Ext. 1081

If you should need more referrals please do not hesitate to ask.

Thanks again,

Nick 😊



KONICA MINOLTA
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November 18, 2014

CITY OF CALLAWAY
CITY HALL

Category 1 Segment 2 Bizhub Color C754E Copier/Printer

36 month lease:	\$274.77	
Service Black	\$ 45.00	10000 BLACK COPIES OVERAGES AT .0045
Service Color	\$??	COLOR COPIES AT .045 PER COPY
Total	\$319.77	

Copier Includes:

- 75 copies per minute black 60 copies per minute color **\$242.96****
- Dual Scanner Document Feeder 90/180 opm
- Scan/Print to usb thumb drive
- Automatic Duplexing
- 100 sheet Finisher with stapling FS-535 **\$19.40** option 1
- 2/3 Hole Punch for FS-535 PK-521 **\$5.54**
- 2-500 sheet universal paper drawers (included)
- 1-1000 large capacity paper cabinet (letter only)
- 1-1500 large capacity paper cabinet (letter only)
- 150 Sheet bypass
- Network Printing & Scanning (included)
- 250 GB hard disk drive box scan and encrypted security
- Most advanced security in industry
- Fax kit FK-511 **\$6.87**

Maintenance and Service includes:

- Cost per copy .0045 black .045 color or
 - 5625 black copies & 1500 color copies \$92.81
 - 9375 black copies & 3000 color copies \$177.56
 - 13125 black copies & 4250 color copies \$250.69
 - 18750 black copies & 6250 color copies \$365.63
- Toner and Staples All maintenance and parts

IMPORTANT: Please fax your purchase order to 850-763-2062 and if I can be of any assistance please call 850-769-4385 or toll free 877-769-4385.

Thank-you
Debbie Lumley
Government Sales Consultant

Pricing Subject to State Contract Number: 600-000-11-1 kmbs.konicaminolta.us/fl2010

Corporate Office: 505 West 15th Street * Panama City, Florida 32401 * Phone (850) 769-4385 * Fax (850) 747-1217
Toll Free Number (877) 769-4385 * Website: panamabusinessmachines.com

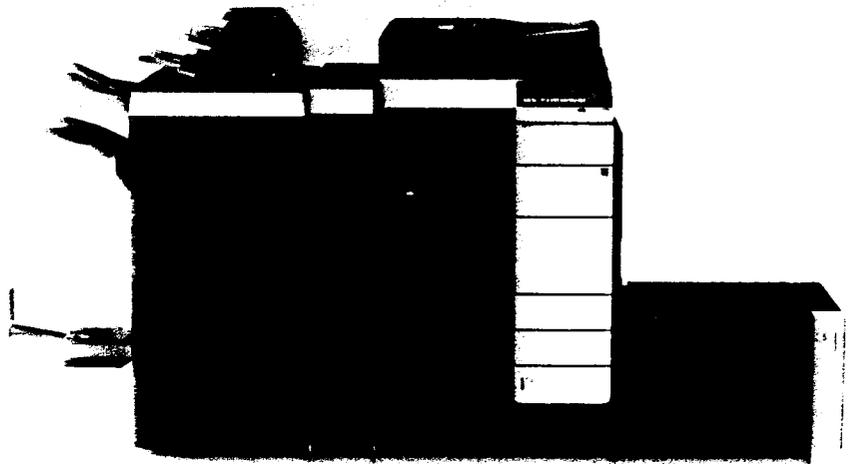


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the world.

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ALL IN ONE COLOR PRINTER/COPIER/SCANNER/FAX



bizhub C754e



bizhub C654e

SPECIFICATIONS

Type / Toner System / Print Method	Full-Color Printer/Copier/Scanner with Stationary Platen / Simitri® HD Toner with Biomass / Tandem Process
Monthly Duty Cycle (pages)	278,000 pages
Print / Copy Speed (Letter, portrait)	Full Color: 60 ppm, B&W: 75 ppm
Dual Scanner Document Feeder	Full Color/B&W Duplex Speed: 180 opm, Full Color/B&W Simplex Speed: 90 opm, Paper Capacity: 150 Sheets, Paper Size: 5.5" x 8.5" to 11" x 17", Paper Weight: Single-Sided/Double-Sided: 9.25 lb. bond to 55.75 lb. bond, Mixed Original: 13.5 lb. bond to 34 lb. bond
Power Requirements / Consumption	120V, 60Hz / Less than 2,100W
Dimensions / Weight	25.5" (W) x 31.5" (D) x 45.5" (H) (with control panel) / 487.25 lb.

COPY

Warm-up Time / First Copy Time	Less than 22 seconds / Full Color: 5.3 seconds or less, B&W: 3.6 seconds or less
Copy Resolution / Quantity	600 x 600 dpi / 1-9,999
Magnification	Zoom range: 25% - 400%, 0.1% increments, Preset reduction: 78.5%, 73.3%, 64.7%, 50.0%, Preset enlargement: 121.4%, 129.4%, 154.5%, 200%
Copy Exposure Modes	Text (legible text), Text/Photo (clear text and halftone), Photo (optimized for gradations), Map (fine edges and legible text), Dot Matrix (dot matrix or pencil originals), Copied Paper

PRINT: Emperon Print System with bizhub Extended Solution Technology / Open API

Processor / Memory / Hard Disk Drive	1.2 GHz (MPC8536) / 2 GB (shared copier memory) / 250 GB (shared copier HDD)
Page Description Language / Fonts	600 x 600 dpi (1800 equivalent x 600 dpi) or 1200 x 1200 dpi / Grayscale Gradations: 256 shades per pixel
Operating System Compatibility	PCL5e/c, PCL6 (AE v.3.0) Emulation, PS3 (v.3010) Emulation, XPS (XML Paper Specification), PCL: 80 Roman fonts, PostScript 3 Emulation: 137 Roman fonts
Interface	PCL6/PS3: Windows XP Home (SP1), Windows XP Professional (SP1), Windows Vista*, Windows 7**, Windows 8*, Windows Server 2003 Standard/Enterprise*, Windows Server 2003 Standard/Enterprise R2*, Windows Server 2008 Standard/Enterprise*, Windows Server 2008 Standard/Enterprise R2; XPS: Windows Vista*, Windows 7**, Windows 8*, Windows Server 2008 Standard/Enterprise*, Windows Server 2008 Standard/Enterprise R2; Mac: (PCL-PPD): OS 9.2, OS X 10.2.8 to 10.8 Intel
Network Protocols	10 Base-T/100 Base-TX/1000 Base-T, USB 1.1, USB 2.0, USB Host
	TCP/IP (IPv4/IPv6), BOOTP, ARP, ICMP, DHCP, DHCP v6, AutoIP, SLP, SNMP: FTP, LPR/LPD, RAW Socket, SMB, IPP, HTTP, POP, SMTP, LDAP, NTP, SSL, IPX, AppleTalk, Bonjour, NetBEUI, WebDAV, DPWS, S/MIME, IPsec, DNS, DynamicDNS, LLNMR, LLTD, SSDP, SOAP

COPY / PRINT FUNCTIONS

Features	Account Track (1,000 accounts), Administration Mode, Auto Duplex, Auto Tray Switching, Card Shot, Copy Guard, Encrypted Network Password Printing, Energy Save Mode, Enlarge Display, Erase (Border, Frame, Edge) Mode, Finishing (Group, Sort, Staple, Punch, Half-Fold, Tri-Fold, Center-Staple and Fold, Z-Fold, Post Insertion), Form Overlay, Glossy Mode, HDD Encryption, HDD Job Overwrite, HDD Sanitizing, Image Preview (Job Finishing, Image Display, Engine Configuration Display), Internet, Job List, Job Reserve, Job Slip, LDAP, Mibiplex, Mix-Media, MyTab, Non-Image Area Erase, OHP Interleaving, Password Copy, Program/Recall Jobs, Print from USB, Proof Copy, Secure Printing, Separate Scan, Tab Printing, User Authentication (Up to 20 Authentication Servers) (Synchronize w/Account Track), User Box Function, Utility (Meter Count, Environment Settings, Default Settings, One-Touch Settings, Check Consumable Life), Watermark, Zoom Selection
----------	---

SCAN

Scan Speed / Resolution	Duplex Scan (Full Color/B&W): 180 opm @ 400 dpi; Simplex Scan (Full Color/B&W): 90 opm @ 400 dpi / 200 dpi, 300 dpi, 400 dpi, 600 dpi
Scan File Formats / Color Modes	TIFF, PDF, Compact PDF, JPEG, XPS, Compact XPS, PPTX / Auto Color, Full Color, Black & White, 2-Color, Single Color
Scan Functions	Scan-to-Email, Scan-to-FTP, Scan-to-HDD (Scan-to-User Box), Scan-to-Me/Scan-to-Home, Scan-to-SMB (Scan-to-Desktop), Scan-to-USB, Scan-to-WebDAV, Distributed Scan Management, Network TWAIN, WS-Scan, Color Internet Fax

* FK-508 / FK-511 FAX KITS (OPTIONAL)

Compatibility / Compression	Super G3 compatibility, 33.6 Kbps modem speed / MH, MR, MMR, JBIG data compression
Fax Transmission Speed / Fax Memory	Less than 3 seconds per page (JBIG, standard resolution) / 2 GB (shared print, copy, scan, fax memory)
Fax Line Mode / Fax Exposure Mode	PSDN, PBX, G3 / Text, Text/Photo, Photo, Dot Matrix
Fax Functions	Autodialing (2,000 addresses), Auto Memory Reception, Broadcasting (maximum 600 locations), Duplex Transmission/Reception, F-Code Support, Group Dialing (up to 500 addresses per group / up to 100 groups), Password Transmission/Reception, PC-Fax, Polling Transmission/Reception, Program Dialing (400 programs), Timer Transmission, TSI Routing
* Fax Options	MK-728 Fax Mount Kit, Spare TX-Marker Stamp 2, SP-501 Fax Stamp Unit

PAPER HANDLING

Original Size	Up to 11" x 17" (scanning/copying), Up to 11" x 17" full bleed on 12" x 18" paper (printing)
Paper Trays	Tray 1 & 2: 500-sheet (universal cassette) / 5.5" x 8.5" to 12" x 18" / 14 lb. bond to 140 lb. index; Tray 3: 1,500-sheet (fixed cassette) / 8.5" x 11", 5.5" x 8.5", 4" x 6" / 14 lb. bond to 140 lb. index; Tray 4: 1,000-sheet (fixed cassette) / 8.5" x 11", 5.5" x 8.5", 4" x 6" / 14 lb. bond to 140 lb. index; Bypass Trays: 150-sheet bypass / 4" x 6" to 12" x 18", 8" x 13"/Banner Paper / 14 lb. bond to 100 lb. cover up to 300 gm; 2,500-sheets / 8.5" x 11", 8.5" x 14", 11" x 17", 12" x 18" / 16 lb. bond to 140 lb. index; 3,000-sheets / 8.5" x 11"/16 lb. bond to 140 lb. index; 6,650 sheets (total, with options)
* LU-204 Large Capacity Unit	
* LU-301 Large Capacity Unit	
Maximum Paper Capacity	

APPLICATIONS

Network & Device Management	PageScope Data Administrator, Driver Packaging Utility, HDD Back-Up Utility, Download Manager (ICC Color Profile Utility), Log Management Utility
User Tools	PageScope Web Connection, PageScope Direct Print, PageScope Box Operator, PageScope Print Status Notifier, Font Management Utility, Copy Protect Utility, Print Utility for Unix
Management Tools	bizhub vCare support
* PageScope Enterprise Suite	PageScope Account Manager, PageScope Authentication Manager, PageScope MyPrint Manager, PageScope MyPanel Manager, PageScope Net Care Device Manager (standard)

* ADDITIONAL OPTIONS

Authentication / Security Options	AU-102 Biometric Authentication Unit, AU-201H HID Proximity Card Authentication Unit, AU-202H HID iClass Card Authentication Unit, AU-204H Magnetic Stripes Card Reader, AU-211P CAC/PIV Solution*, SC-508 Copy Guard Kit, WT-508 Working Table to support Authentication Devices, MK-735 Internal Mount Kit
* External Keyboard	KH-102 Keyboard Mount Kit, KP-101 10-Key Pad, EK-604 USB Interface for External Keyboard and Voice Guidance, EK-605 USB Interface for External Keyboard, Bluetooth Support and Voice Guidance
* I-Option	LK-101 v3, LK-102 v3, LK-104 v3, LK-105 v3, LK-108, LK-107, LK-108, LK-110, LK-111, UK-204 I-Option Memory Upgrade Kit
* Finishing	FS-535 100-Sheet Staple Finisher, FS-534 50-Sheet Staple Finisher, FS-534 50-Sheet Staple Finisher + SD-511 Saddle Stitcher Kit, JS-602 Job Separator Tray (FS-535), OT-503 Output Tray (Exit Tray), PI-505 Post Inserter* (FS-535), PK-520 Punch Kit (FS-534, FS-534 + SD-511), PK-521 Punch Kit (FS-535), SD-512 Saddle Stitcher Kit (FS-535), ZU-606 Z-Fold Unit* (FS-535)

* FIERY IC-414 EMBEDDED IMAGE CONTROLLER (OPTIONAL)

Processor / Memory / Hard Disk Drive	Intel Pentium E5300 2.6 GHz / 2 GB (standard/max) / 160 GB HDD
Page Description Language / Fonts	PCL5, PCL6, Adobe PostScript 3 (version 3019) / PCL: 80 fonts, Adobe PS3: 138 fonts
Operating System Compatibility	PCL6, PS3: Windows XP*, Windows Vista*, Windows 7**, Windows 8*, Windows Server 2003, Windows Server 2008*
Interface / Protocols	Mac: PPC: OS X 10.4.x; Intel-based: 10.4.x (print driver), 10.5.x, 10.6.x, 10.7.x, 10.8.x; Unix/Linux: 10 Base-T/100 Base-TX/1000 Base-T, USB 1.1, USB 2.0 / TCP/IP, IPX/SPX, AppleTalk (EtherTalk), LPR, SMB, LPD, Network (5.x, 6.x), PServer, NPrinter, NOPS, IPP, SMTP/POP3, LDAP, SSL/TLS, SNMP, HTTP/HTTPS, IPv6, DPWS (WSD)
Standard Software	Fiery Command Workstation, ColorWise Tools, Fiery Spot-On™, Fiery WebTools, Fiery VUE, Secure Erase
Optional Software / Hardware	Fiery Productivity Package, Hot Folders/Virtual Printers, Auto Trapping, SeeQuence Impose, SeeQuence Compose, Impose+Compose Suite, Color Profiler Suite v4.0 with ES-2000 Spectrophotometer, Fiery Color Profiler Suite v4.0 (software only), ES-2000 Spectrophotometer / VI-506 Video Interface Kit for IC-414

* OPTIONAL STANDARD

*With 32-bit and 64-bit versions supported.
**Windows 7 Home Basic, Ubuntu supports 32-bit only.
*Indicated availability Fall 2013
†J 606 and PI-505 only available for FS-535



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Item #: C754eBRO

4/13

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

March 24, 2015

Request for Transfer of Funds from Reserves for Laserfiche Server

1. PLACED ON AGENDA BY:

J. Michael Fuller, City Manager

2. AGENDA:

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

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

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

The server currently servicing the City's Laserfiche system (our backup of agendas and backup information, personnel files of previous employees, Resolutions, Ordinances, Minutes, etc.) is failing. The search function of Laserfiche, which is how we access all of the data stored, is freezing up and not allowing us access at times and which is becoming more and more prevalent. We are also due to have Laserfiche updated from the 8.2 version (which will not be serviced very soon by MCCi) to the 9.2 version. We feel the server needs replacing prior to this update.

I have attached a cost estimate from our IT person, Glenn Taylor.

ATTACHMENT:

- Email from Glenn Taylor, IT Contractor for City

5. REQUESTED MOTION/ACTION:

Request \$9,400 to be transferred from City Reserves to budget line item 01-519-304-65 for the purchase of a replacement server for Laserfiche.

Sandy Hirth

Subject: FW: Laserfiche Server

From: taygee@gmail.com [mailto:taygee@gmail.com] **On Behalf Of** Glenn Taylor
Sent: Thursday, March 12, 2015 12:28 PM
To: Sandy Hirth
Subject: Re: Laserfiche Server

\$9356 installed.

On Mar 12, 2015 12:08 PM, "Sandy Hirth" <shirth@cityofcallaway.com> wrote:

The server listed below would cost approximately \$10,000, is that correct?

From: taygee@gmail.com [mailto:taygee@gmail.com] **On Behalf Of** Glenn Taylor
Sent: Thursday, March 12, 2015 11:13 AM
To: Sandy Hirth
Subject: Re: Laserfiche Server

I recommended the same basic server as Springbrook, specs below, the current Laserfiche server is an old Aclara box that was re-purposed for the last Laserfiche upgrade to 8.2...it is 6 years old, runs Windows 2003 server which support ends in August, the machine is failing and cannot be upgraded. I recommended the same basic server as the one that runs Springbrook, also this configuration will be able to run both Laserfiche and act as a replacement for the main file server, Citysvr, which also cannot be upgraded and is running out of disk space...

PowerEdge T320

- Processor: Intel Xeon E5-2430 v2 (2.50GHz, 15M Cache, 7.2GT/s QPI, Turbo, 6C, 80W) Max Mem 1600MHz
- Microsoft Windows Server 2008R2 w/25 CALS
- 600 GB Serial-Attach SCSI 6Gbps 3.5-in Hot Plug Hard Drive (15K RPM) [QTY : 6]
- 16 GB (1x16GB) 1600MHz DR
- 16X DVD ROM Drive
- Dell PowerEdge T320
- 3 year Dell warranty, expanded to 5 years for \$179

On Thu, Mar 12, 2015 at 10:59 AM, Sandy Hirth <shirth@cityofcallaway.com> wrote:

Glenn -

Would you please respond to this email to let me know what is wrong with the Laserfiche server and if it's at a critical stage which needs replacing immediately? Michael has decided to put this on the next agenda (March 26th) so we need it to be specific and if possible what it would cost to replace the server. Also, specify the type server you are recommending and why you are selecting that particular type server.

Thank you!

Sandy Hirth

City Clerk

Phone - 850.215.6694

Fax - 850.871.2444

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

March 24, 2015

RFP for Banking Services

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

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

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

At the prior meeting, the Board discussed the current banking services the City is receiving from Regions Bank. It was also noted that the City still maintains accounts with Hancock Bank. The consensus of the Board was to seek proposals from all qualified public depositories interested in providing banking services to the City. The objective of the City through the Request for Proposal (RFP) process is to select the most efficient and effective banking services while maintaining sufficient liquidity and protection of all funds entrusted to the City. Attached is a draft of the Request for Proposal for Banking Services recommended by city staff.

ATTACHMENT:

- RFP for Banking Services

5. REQUESTED MOTION/ACTION:

Staff recommends the City Commission approved the noticing of the Request for Proposal for Banking Services.

DRAFT

City of Callaway, Florida

Request for Proposals for Building Services

Mar 2015

Issued March __, 2015

Due April __, 2015

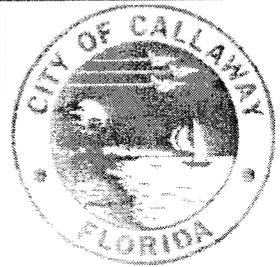


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City of Callaway, Florida

- I. INTRODUCTION
- II. PROPOSAL PROCEDURES
- III. SCOPE OF SERVICES / MINIMUM SERVICES REQUIRED
- IV. INFORMATION REQUESTED
- V. CUSTOMER SERVICE AND QUALITY
- VI. BANK FEES
- VII. PAYMENT FOR BANKING SERVICES
- VIII. STRENGTH OF FINANCIAL INSTITUTION
- IX. CONVERSION AND IMPLEMENTATION
- X. REPORTING
- XI. REFERENCES
- XII. CURRENT BANKING ENVIRONMENT
- XIII. PRICES AND SERVICES CHARTS
- XIV. ATTACHMENTS

- Attachment 1- Qualified Public Depository
- Attachment 2 - Equal Employment Opportunity Statement
- Attachment 3 - Current Banking Environment
- Attachment 4 - Interest Rates
- Attachment 5 - Statement on Public Entity Crimes
- Attachment 6 - Conflict/Non conflict of interest statement
- Attachment 7 - Permit Requirements
- Attachment 8 - Anti-Kickback
- Attachment 9 - Local Vendor Certification

REQUEST FOR PROPOSAL FOR BANKING SERVICES

I. INTRODUCTION

The City of Callaway, FL as the custodian of the City funds (Article VIII, Sec 1 (d) of the Florida Constitution) is currently seeking proposals from qualified public depositories (Chapter 280, Florida Statutes) interested in providing comprehensive banking services to the City. The objective of the City is to secure the most efficient and effective banking services while maintaining sufficient liquidity and protection of all the funds entrusted to the City. The City may award a contract to the best service provider with innovative ideas, which may not be the low price Proposer. The City reserves the right not to award some or all of the services contemplated herein.

1.1. QUALIFIED PUBLIC DEPOSITORY

1. The Proposer must meet the following criteria in compliance with Chapter 280.17, Florida Statutes:

- a) Be designated by the Chief Financial Officer of the State of Florida as a Qualified Public Depository;
- b) Maintain the designation of Qualified Public Depository in good standing throughout any Contract Period(s) resulting from this solicitation and the selected Proposer will be required annually to show proof of the Qualified Public Depository designation; and will immediately notify the City of any anticipated or actual loss of designation
- c) Maintain its home office or a full service branch within the City of Key West, Florida.

2. The Proposer must provide proof of the above qualification by furnishing copies of letters, certificates, etc. which document said status. Such proof must be provided in Attachment 1, Qualified Public Depository.

II. PROPOSAL PROCEDURES

2.1. SCHEDULE OF PROPOSAL

Advertise RFP.....	March 24, 2015
Deadline for Proposers to submit written questions or seek clarification of the Specifications.....	April 17, 2015
Addendum to answer questions.....	April 24, 2015
Proposal Submission Deadline.....	May 1, 2015
Evaluations Finalized.....	May 2015
City Commission's Approval.....	May 2015
Contract Commencement Date.....	June 2015
Go Live Date.....	July 2015

2.2. PREPARATION OF PROPOSAL

Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate and reliable presentation. An authorized representative of the bank shall sign the original proposals. All information requested shall be submitted Failure to submit all information requested may result in a proposal being considered "non-responsive," and, therefore, rejected.

Each proposal must include an Executive Summary of not more than two (2) pages that highlights each of the key areas of the proposal and that summarizes the Proposer's case why such bank should be selected as the City's bank.

2.3. SUBMISSION OF PROPOSALS

Proposals must be mailed to or delivered to:

Mrs. Catrese Bowley, Purchasing Clerk
City of Callaway
City Hall
6601 E. Highway 22
Callaway, FL 32404

Proposer's response to this RFP shall be due and must be received by the City Purchasing Clerk no later than May 1, 2015 at 4:00 p.m. CST. The City shall not extend or waive this time requirement for any reason whatsoever. Proposals or amendments to proposals that arrive after 4:00 CST on the due date p.m. will not be accepted or considered. Telephone, including facsimile and electronic mail and telegraphic proposals and/or amendments to proposals shall not be accepted at any time. On May 1, 2015 at 4:00 p.m. CST all timely proposals will be opened for the sole purpose of recording the names of the Proposers submitting written proposals.

If the Proposer elects to mail in its proposal package, the Proposer must allow sufficient time to ensure City's proper receipt of the proposal package by the time specified above. Regardless of the form of delivery, it is the responsibility of the Proposer to ensure that the proposal package arrives at the office of the City of Callaway, Florida.

Proposals will be accepted up to, and no proposals may be withdrawn after, the deadline for proposal submission time and date shown above. Proposals must be delivered in sealed envelopes clearly marked: Banking Services. One (1) Signed Original, Eight (8) copies and, One (1) CD-Rom of the proposal must be submitted: All electronic versions of pricing charts must be in an "Excel format".

2.4. EFFECTIVE PERIOD OF PROPOSALS

All proposals must state the period for which the proposal shall remain in effect. Such period shall not be less than 120 days from the proposal date.

2.5. THE REQUEST FOR PROPOSAL (RFP) PROCESS

By publication of a Request for Proposals, the City begins an administrative process that may or may not lead to the award of a contract(s). The City may stop the process at any time, with or without cause, and nothing in the RFP document may be interpreted as an offer to purchase, procure, or otherwise acquire any product or service from any proposer or vendor.

Typically, the RFP process employs the following steps:

- RFP Publication and Distribution to interested parties
- Questions and Clarifications
- Receipt of Proposals
- Initial Proposal Evaluation
- Vendor Discussions and Fact Finding (if required)
- Final Evaluation and Ranking by the Evaluation Committee
- City's Commission Approval, top three ranked proposals to City Commission for Final Ranking.
- Contract implementation (approximately June/July 2015)

Except as specifically noted in the RFP, there is no time limit either expressed or implied on the completion of each step in the process.

2.6. DISPOSITION OF PROPOSALS

All proposals become the property of the City, and the City shall have the right to use all ideas, and/or adaptations of those ideas, contained in any proposal received in response to this RFP. Any parts of the proposal or any other material(s) submitted to the City with the proposal that are copyrighted or expressly marked as "confidential", "proprietary", or "trade secret", will be exempted from the "open records disclosure requirements" of Chapter 119,

Florida Statutes, but only to the extent expressly authorized by Florida law. The City's selection or rejection of a proposal will not affect this exemption.

2.7. AWARD OF CONTRACT

- 2.7.1. The City intends to award a contract or contracts resulting from this solicitation to the responsible offer (s) whose proposal represents the best value after evaluation in accordance with the criteria in this solicitation.
- 2.7.2. The City may reject any or all proposals if such action is in City's best interest.
- 2.7.3. The City may waive infernalities and minor irregularities in proposals received.
- 2.7.4. The City reserves the right to evaluate proposals and award a contract without negotiations with offers. Therefore, the bank's initial proposal should contain the best offer/terms from a cost or price and technical standpoint.
- 2.7.5. The City Commission will conduct the final ranking at a publicly held meeting.
- 2.7.6. The City reserves the right to make an award on any item for a quantity less than the quantity offered, atthe unit cost or prices offered, unless the bank specifies otherwise in the proposal.
- 2.7.7. A written notice of award will be sent to the successful offer(s).
- 2.7.8. The City reserves the right not to use all services contained in proposal.
- 2.7.9. The City reserves the right to acquire banking services for specific activities outside the scope of this RFP and the resulting contract executed hereunder.

2.8. EVALUATION AND AWARD CRITERIA

The City seeks a financial institution to provide comprehensive banking services for the City. An evaluation, ranking and justification (the "Analysis") of the proposals will be made by the City's Evaluation Committee. The Evaluation Committee shall conduct an evaluation of all Proposers on the basis of the information provided with the proposal and other evaluation criteria as set forth in the RFP. The Evaluation Committee will be selected by the city manager. The evaluation of the proposals will be based on the following criteria:

<u>Criteria</u>	<u>Possible Points</u>
Customer Service/Experience, Resources and Qualifications of Team:.....	25 pts
Proposed Fees and Earnings Potential:	40 pts
Financial Strength:	10 pts
Scope of Services:.....	25 pts
TOTAL SCORE.....	100 pts

The City of Callaway reserves the right to ask questions, seek clarifications of any or all Proposers as part of its evaluation. Only the three (3) highest ranked Proposals as determined by the Evaluation Committee will go forward to the City Commission in ranked order. City of Key West local purchasing preference ordinance applies. Final award will be made by the City Commission, based solely on that response which, in their opinion, is in the best interest of the City of Callaway, all factors considered, irrespective of the Evaluation Committee ranking.

2.9. CONTRACT TERM

It is the intent to award a contract for an initial three (3) year period. The City may exercise the option to renew the contract period term for additional years. The decision to renew or extend the contract will be at the discretion of the City. The selected Proposer will be required semi-annually to review the banking services with the City.

2.10. CONFLICT OF INTEREST

The award is subject to provisions of applicable State Statutes. All Proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the City of Callaway, Florida. Further, all Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest in ten percent (10%) or more in the Proposer's firm or any of its branches. Should the awarded Proposer permanently or temporarily hire any City employee who is, or has been, directly involved with the Proposer prior to or during performance of the resulting contract, the contract shall be subject to immediate termination by the City.

2.11. LEGAL REQUIREMENTS

Federal, State, County and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Proposer shall in no way be a cause for relief from responsibility.

2.11.1. Vendors doing business with the City are prohibited from discriminating against any employees, applicant, or client because of race, religion, color, disability, national origin, gender, or age with regard to but not limited to the following: Employment practices, rates of pay or other compensation methods, and training selection.

2.12. UNIFORM COMMERCIAL CODE

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded vendor/Proposer and the City of Callaway, Florida for any terms and conditions not specifically stated in this Invitation for Proposal.

2.13. MISTAKES

In the event of extension error(s), the unit price will prevail and the total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Proposer's total will be corrected accordingly. Proposers must check their proposal where applicable. Failure to do so will be at the Proposer's risk. Proposals having erasures or corrections must be initialed in ink by the Proposer.

2.14. EEO STATEMENT

The City is committed to assuring equal opportunity in the award of contracts and, therefore, complies **with** all laws prohibiting discrimination on the basis of race, color, religion, marital status, national origin, handicap, age and gender.

2.15. RFP NOTICE OF AWARD

The top three (3) ranked firms will be notified via e-mail.

2.16. RFP AND RELATED COSTS

By submission of a proposal, the Proposer agrees that all costs associated with the preparation of his/her proposal will be the sole responsibility of the Proposer. The Proposer also agrees that the City bear no responsibility for any costs associated with the preparation of the proposal and/or any administrative or judicial proceedings resulting from the solicitation process.

2.17. PUBLIC ENTITY CRIME

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real estate property to a public entity, may not be awarded or perform work as a Proposer, supplier, sub-contractor or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

2.18. CONFLICT OF INTEREST FORM

Please reference Attachment 6.

2.19. INDEMNIFICATION FOR TORT ACTIONS/LIMITATION OF LIABILITY

The provisions of Florida Statute 768.28 applicable to the City of Key West, Florida, apply in full to this contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the City acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

No officer, employee or agent of the City acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for injury or damage suffered as a result of any act, event or failure to act.

The City shall not be liable in tort for the acts or omissions of an officer, employee or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

To the fullest extent permitted by law, the vendor shall defend, indemnify, and hold harmless the City, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the vendor or its sub-contractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the City.

Provided, however, if the contract between the City and the Proposer is deemed by a court of competent jurisdiction to be a construction contract for purposes of Section 725.06, Florida Statutes, any obligation of the Proposer to defend, indemnify or hold harmless the City, shall be limited to an obligation to indemnify or hold harmless the City, its officers and employees from liability damages, losses, and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Proposer and persons employed or utilized by the Proposer in the performance of the contract.

2.20. CLARIFICATIONS

It is the Proposer's responsibility to become familiar with and fully informed regarding the terms, conditions, and specifications of this Request for Proposal. Proposers may contact the City's office via email: cbowley@cityofcallaway.com by April 17, 2015 4:00 p.m. CST, the deadline for clarification.

2.21. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this proposal, the Proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this proposal have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any other competitor, and;
3. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

2.22. PRICING/AUDIT

The awarded Proposer shall maintain adequate records to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in performing the work for at least three (3) years after completion of this contract. The City shall have access to such books, records, subcontract, financial operations, and documents of the Proposer or its sub-contractors as required in order to comply with this section for the purpose of inspection or audit during normal business hours at the Proposer's place of business.

2.23. INSURANCE REQUIREMENTS

1. Before execution of the contract by the City and commencement of the operations and/or services to be provided, and during the duration of the contract, the vendor may be asked to file with the City current certificates of all required insurance on forms acceptable to the City, which shall include the following provisions:
 - a) All insurance policies shall be issued by companies authorized to do business under the laws of the state of Florida and acceptable to the City.
 - b) The Certificates shall clearly indicate that the vendor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section.
 - c) No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City
2. The vendor shall require and ensure that each of its sub-contractors providing services hereunder (if any) procures and maintains, until the completion of the services, insurance of the types and to the limits specified herein.

2.24. COVERAGE REQUIRED

1. Workers' Compensation – The vendor shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$100,000.00 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City and its agents, employees and officials.
2. Commercial General Liability - The vendor shall provide coverage for all operations including, but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall not be less than \$500,000.00 per occurrence, Combined Single Limits (CSL) or its equivalent. The General Aggregate limit shall either apply separately to this CONTRACT or shall be at least twice the required occurrence limit.
3. Business Automobile Liability - The vendor shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$500,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent.
4. The City of Callaway, Florida shall be specifically included as an additional insured on the general liability policy.
5. All such insurance required of the vendor shall be primary to, and not contribute with, any insurance or self-insurance maintained by the City.
6. Any exceptions to the insurance requirements in this section must be approved in writing by the City.
7. Compliance with these insurance requirements shall not relieve or limit the vendor's liabilities and obligations under this contract. Failure of the City to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the City to identify a deficiency from evidence provided will not be construed as a waiver of the vendor's obligation to maintain such insurance.

2.25. USE OF CONTRACT BY OTHER AGENCIES

At the option of the vendor/Proposer, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, other counties, and cities.

Each governmental agency allowed by the vendor/Proposer to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this proposal and subsequent contract award.

2.26. TERMINATION OF CONTRACT

- A. Termination for Default:

The City may, by written notice to the supplier, terminate this contract for default in whole or in part (delivery orders, if applicable) if the supplier fails to:

1. Provide products or services that comply with the specifications herein or fails to meet the City's performance standards
2. Deliver the supplies or to perform the services within the time specified in this contract or any extension
3. Make progress so as to endanger performance of this contract
4. Perform any of the other provisions of this contract.

Prior to termination for default, the City will provide adequate written notice to the supplier, affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension of purchasing goods/services with the City. The supplier and its sureties (if any) shall be liable for any damage to the City resulting from the supplier's default of the contract. This liability includes any increased costs incurred by the City in completing contract performance.

In the event of termination by the City for any cause, the vendor will have, in no event, any claim against the City for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and *except* as otherwise directed by the City the vendor shall:

- a) Stop orders/work on the date and to the extent specified.
- b) Terminate and settle all orders and/or subcontracts relating to the performance of the terminated work.
- c) Transfer all work in process, completed work, and other materials related to the terminated work as directed by the City.
- d) Continue and complete all parts of that work that have not been terminated.

If the supplier's failure to perform the contract arises from causes beyond the control and without the fault or negligence of the supplier's, the contract shall not be terminated for default. Examples of such causes include (1) Acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

B. Termination for Convenience:

The City, by written notice, may terminate this contract, in whole or in part, when it is in the City's best interest. If this contract is terminated, the City shall be liable only for goods or services delivered and accepted. The City Notice of Termination may provide the supplier thirty (30) days prior notice before it becomes effective. However, at the City's sole option, a termination for convenience may be effective immediately and may apply to delivery orders (if applicable) or to the contract in whole.

2.27. ASSIGNMENT AND AMENDMENT OF CONTRACT

Neither the contract resulting from this RFP, if any, nor any duties or obligations under such contract shall be assignable by the Proposer without the prior written consent of the City. Any contract resulting from this RFP may be amended only in writing signed by the Proposer and City with the same degree of formality evidenced in the contract resulting from this RFP.

2.28. INDEPENDENT PARTIES

Except as expressly provided otherwise in the contract resulting from this RFP, if any, City and the Proposer shall remain independent parties and neither shall be an officer, employee, agent, representative or co-partner of, or a joint venture with, the other.

2.29. PERFORMANCE INVESTIGATIONS

As part of its evaluation process, City may make investigations to determine the ability of the Proposer to perform under this RFP. City reserves the right to REJECT any proposal if the Proposer fails to satisfy City that it is properly qualified to carry out the obligations under this RFP.

2.30. SEVERABILITY

If any provision of the contract resulting from this RFP, if any, is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provision shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of such contract.

2.31. GOVERNING LAW AND VENUE

This RFP and resulting contract and any disputes there under will be governed by the laws of the State of Florida and shall be deemed to have been executed and entered into in the State of Florida. Any such contract shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida, and any provision in such contract in conflict with Florida law and rules shall be void and of no effect. City and Proposer hereby agree that this RFP and resulting contract, if any, shall be enforced in the courts of the State of Florida and that venue shall always be in City of Callaway, Florida, Florida.

2.32. SUBCONTRACTS

The Proposer is fully responsible for all work performed under the contract resulting from this RFP, if any. The Proposer may, with the prior written consent of City, enter into written subcontract(s) for performance of certain of its functions under such contract. The subcontractors and the amount of the subcontract(s) shall be identified in the Proposer's response to this RFP. No subcontract shall be implemented or effective until approved in writing by City. No subcontract(s), which the Proposer enters into under the contract resulting from this RFP, if any, shall in any way relieve the Proposer of any responsibility for performance of its duties under such contract. Proposer is responsible to fully notify any subcontractor(s) of their responsibilities under any subcontract. All payments to subcontractors shall be the sole responsibility of the Proposer.

2.33. CONTRACTUAL PRECEDENCE

This RFP shall be included and incorporated in the final contract. The order for contract precedence will be the Contract, City's RFP and RFP Specifications, and Proposer's RFP Response.

2.34. ADDITIONAL TERMS AND CONDITIONS

- 2.34.1. Failure to observe any of the instructions or conditions in this Request for Proposal may constitute grounds for rejection.
- 2.34.2. The City reserves the right to request an interview with any Proposer to determine service capabilities in greater detail and to clarify any unclear areas in the proposals. This may include a site visit to the Proposer's facilities. The City will not be liable for any costs incurred by the Proposer in connection with such an interview (i.e., travel, accommodations, etc.).
- 2.34.3. In the event the Proposer to whom the contract is awarded does not execute a contract within (15) fifteen days of such award, the City may give notice to such Proposer of intent to award the contract to another Proposer, or to call for new proposals.
- 2.34.4. By submitting a proposal, the Proposer certifies that the bank officer has fully read and understands this RFP and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.

- 2.34.5. The Proposer shall furnish such additional information as the City may reasonably require. The City reserves the right to make investigations of the qualifications of the Proposer as it deems appropriate.
- 2.34.6. This RFP contains an anticipated number of transactions. Although this is the City's average volumes over the past twelve months, the City cannot guarantee that such will be the monthly transaction volumes.
- 2.34.7. It is understood that any firm or institution awarded a contract under this Request for Proposal shall maintain the appropriate insurance(s) as indicated in, Indemnification and Insurance Requirements, for the total time period of this contract including any extensions.
- 2.34.8. The City may consider the cost associated with changing financial institutions in addition to the results of the Award Criteria.

III. SCOPE OF SERVICES/ MINIMUM SERVICES REQUIRED

The City is looking for innovative ideas, services and products from the City's banking partner. Key considerations in the proposal review will be Customer Service, Financial Strength and Technological Innovations.

- 3.1. Must maintain its home office or a full service branch bank within the City of Callaway, Florida. Please provide a street address for each bank branch in the City.
- 3.2. Establish demand deposit accounts as may be necessary to meet the banking requirements of the City. Post deposit and withdrawals in a timely manner.
- 3.3. Provide the City electronic copies of all debit and credit adjustment memos.
- 3.4. Provide the City all the necessary deposit slips.
- 3.5. Provide the City with an accelerated float collection schedule.
- 3.6. Provide the City all the software and training necessary to access and utilize the Proposer's on-line systems.
- 3.7. Provide the City with on-line access that equals or exceeds the safety, security and encryption standards established by the information and technology industry.
- 3.8. Disburse funds via repetitive and non-repetitive wire transfer from an on-line system.
- 3.9. Accept and send all ACH transactions (payroll, disbursement and deposit) and provide on-line notification of ACH deposits the same day.
- 3.10. Provide automated on-line balance reporting services for all City accounts. Available information should include: closing ledger, closing collected, opening ledger, opening collected, float, previous day debit and credit detail (including bankcard deposits, ZBA transfers), and ACH credit and debit detail.
- 3.11. Provide the ability to place on-line stop payments and cancelation of issues and on-line access to information regarding cleared, canceled, returned and stop payment checks.
- 3.12. After minimum concentration account balance requirements are met, if applicable, sweep any excess cash balances into an approved overnight investment vehicle. Proposer must submit proposals offering services based on an actual cost basis. Typically, \$_____ to \$_____ is available for an overnight investment.
- 3.13. Provide online monthly activity statements and reports for all accounts. These statements will include a monthly account analysis. The statement cutoff must be the last day of the month. Statements

must be sent no later than the 10th of the following month. The City requires on-line month end statements for both bank account activity and for analysis statements.

- 3.14. Provide the City with the capability to retrieve all reports and images on-line.
- 3.15. Secure the City accounts with ACH Blocks and/or Filters as needed.
- 3.16. Provide money market accounts for the investment of cash not used during the course of several days.
- 3.17. The Proposer will provide overdraft protection services to the City. In the event of an overdraft, presented checks shall be paid by the bank after confirmation by the City.
- 3.18. Provide cashing of the City created checks at no charge to payee.
- 3.19. Provide a dedicated Customer Service Representative to service the City's accounts.
- 3.20. Provide the City with Semi-annual Treasury Review focused on new services available, and services that will streamline the current banking process as necessary.

IV. INFORMATION REOUESTED

4.1. QUALIFICATIONS AND EXPERIENCE

- 4.1.1. Describe the organization, date founded, ownership, and other business affiliations.
- 4.1.2. Provide the address of the office location that will service the account.
- 4.1.3. Describe the experience of the financial institution in providing similar services for other municipal clients in Florida.
- 4.1.4. Include one (1) copy of the most recent audited financial statement with the proposal. If available, please provide an online address or link to your most recently audited financial statements.
- 4.1.5. Provide a list of branch addresses for banking centers .located in near each of the City's locations (Attachment 3).

4.2. PERSONNEL

- 4.2.1. Provide biographical information on all bank officers that will be directly involved in the management of the City's accounts; who the primary contact will be and what, if any, experience these officers have in working with governmental clients. Please include customer service.
- 4.2.2. Provide an organizational chart for the personnel who will be associated with the City's accounts, including the roles of each person that illustrates the relationship among the personnel.
- 4.2.3. Provide the geographical area of responsibility for each person on the Responder's team that will support the City

4.3. INTEREST EARNED, AND EARNINGS CREDITS

- 4.3.1. The bank must invest the collected balance of all accounts at 6:00 P.M. Central Standard Time at the proposed investment rate and in compliance with the City's investment policy. The collected balance must include any wire transfers received during the day, less any outgoing wire transfers. Interest earned and fees charged will be posted monthly. The total average collected balance of all accounts is

included in Attachment 5. In the event that any account has a negative collected balance, interest charged on any overdrawn accounts will be calculated using the same formula by which the account receives interest. The Proposer will not assess any fees or penalties on the negative balance or fees for transfers between City accounts.

- 4.3.2. Quote the interest rate the Proposer is currently offering the City on funds remaining in an account overnight (Attachment 4) and an interest rate floor. If a Public Funds account is available to the City, describe how interest will be calculated and credited on all accounts. Be specific.
- 4.3.3. Describe the method used to calculate the earnings credit rate (ECR). Are the reserve requirement and FDIC charges deducted from the available balance before the ECR is calculated? If not, please include in the bank explanation the impact of the bank reserve requirements and/or FDIC charges. Also include the bank formula for converting service charges to balance requirements and a listing of the bank earnings credits and reserve requirements for the last 12 months.

4.4. DEPOSIT PROCESSING

The City collects checks at its locations throughout the City of Key West, Florida as listed on Attachment 3. Many of these locations will deposit checks directly into a local bank. Based on this information please provide answers to the following questions.

- 4.4.1. What is the deposit cut-off time to ensure same day ledger credit?
 - a) Is it the same for cash as for checks, drafts, etc?
 - b) Are there any options that might affect this cut-off time (e.g., provisional credit, and delayed verification)?
 - c) If the City decides to use a Remote Deposit System will this change the cut off time?
- 4.4.2. Are weekend or holiday deposit services available? Is there an additional fee' or discount for utilizing these services?
- 4.4.3. What type of deposit bags does the bank allow/require?
 - a) Does the Proposer provide these bags?
 - b) Does the Proposer charge a fee for these bags?
- 4.4.4. Are there any benefits to the City to separate cash and checks into two deposit bags?
- 4.4.5. Are the deposit slips that the bank provides available in multiple part forms? How many copies does the bank require? Can the deposit slips include a designation for each City location?
- 4.4.6. Does the Proposer require that cash be deposited in standard straps only? Is there a penalty for using non-standard straps?
- 4.4.7. Does the Proposer accept loose and/or rolled com for deposit at the vault and branch locations? Is there a fee for depositing loose or rolled coin?
- 4.4.8. How does the Proposer determine and calculate funds availability for deposited items?
 - a) Does the Proposer give immediate credit for on-us items?
 - b) Does the Proposer calculate funds availability by item or formula?
 - c) Does the Proposer use a standard schedule? Accelerated schedule? How often is it updated?
 - d) Provide a copy of the funds availability schedule that will apply to deposits into the City's accounts.
- 4.4.9. Provide a list of the bank's holidays.

4.5. DEPOSIT VERIFICATION

- 4.5.1. How will the Proposer return the validated deposit to the City? Within what time frame?
- 4.5.2. Does the Proposer identify and adjust all discrepancies?
 - a) If no, at what dollar amount does the Proposer write off discrepancies?
 - b) What is the standard procedure for reporting deposit adjustments? What additional options are available (e.g., copies to multiple locations)?
- 4.5.3. What is the Proposer's policy on receipt of tampered deposit bags?
- 4.5.4. When counterfeit bills are discovered~ what are the Proposer's notification and adjustment policy and process?

4.6. VAULT SERVICES

- 4.6.1. Does the Proposer have an automated vault service? Describe the deposit and change order procedures, cut-off times, and other features of this system.
- 4.6.2. Does the Proposer offer Courier Service? Will it provide this service to the City? If so, what is the cost of this service?
- 4.6.3. Based on the City's volume of cash would the courier need to go to a cash vault?

4.7. RETURN ITEM PROCESSING

- 4.7.1. Can return items be automatically re-deposited? If so, how many times?
- 4.7.2. Does the Proposer have an electronic return notification? If so, what type of information is available? Can the data be customized?
 - a. Is there a separate record each returned item?
 - b. Can these records identify the depositing location and the type of item being returned (e.g., personal check, traveler's check, and money order)?
 - c. Are imaged documents available online?
- 4.7.3. Does the Proposer have a policy to refuse return items not sent through the system in a timely manner?
- 4.7.4. Does the Proposer assign float to return items? If so, describe.
- 4.7.5. Does the Proposer have the ability to convert a returned check into an ACH item (RCK)?
- 4.7.6. Describe any advantages and disadvantages to the City for using RCK?

4.8. WIRE TRANSFERS

- 4.8.1. What are the beginning and ending cut-off times in Eastern Standard Time for initiating wire transfers to ensure same-day execution? Is the time the same for telephone call in wires?
- 4.8.2. What is the cut-off time for receiving incoming domestic wire transfers in order to receive same day credit?
- 4.8.3. How does the City track the status of transfers once the transfer is in the system (input, approved and released)? How does this differ for telephone initiated wire transfers?
- 4.8.4. How is access to the Proposer's wire transfer system controlled?

- 4.8.5. Does the Proposer offer its customers dual control release options (intermediary approval level) for electronically initiated transfers? If so, describe.
- 4.8.6. Are security access codes (passwords) encrypted or authenticated? How often is the password required to be changed? Is a Log-on Audit Report available that shows all log-ons over a given period, including User id, date and time?
- 4.8.7. Can dollar limits by user and function be established for single transaction amounts and daily aggregate amounts?
- 4.8.8. Can the Proposer's on-line wire system create non-repetitive wires in U.S. Denominated currency?

4.9. DISASTER RECOVERY AND CONTROL

- 4.9.1. Describe the bank's electronic data procedures and/or manual system used to provide banking services along with backup and recovery capabilities, in the event of a disaster.
- 4.9.2. Are off-site facilities strategically located away from each other in the event of a disaster?
- 4.9.3. How quickly can the temporary site implemented in case of an emergency?
- 4.9.4. Provide a description of the controls in place to insure the integrity of the funds transfer system.
- 4.9.5. Describe the types of insurance and bonding earned.
- 4.9.6. How often are emergency operations tested? How are they tested?

4.10. ACCOUNT REPORTING

- 4.10.1. Will the account reporting system provide beginning and ending ledger (book) balances, collected balances, available balances, and float assignment?
- 4.10.2. What current-day reporting is available through the reporting system?
- 4.10.3. How many business days is data stored on the Proposer's reporting system and available for the City to access?
- 4.10.4. What technical specifications will be required of the City's system?
- 4.10.5. Is specific software required to communicate With the Proposer's system and how many systems are required to be maintained? Include but not limited to:
 - a) Does your service require a stand alone PC? Can your service co-exist on the same PC with other software?
 - b) List any additional peripheral hardware that maybe required for optimal performance of your service.
 - c) Can the software be accessible in a Citrix environment?
- 4.10.6. Security/Administrative Rights/User Security
 - a) Discuss the methods used to authenticate items such as users, .files, locations, or other identifying criteria
 - b) Describe the process we would use to establish and *verify* user profiles.
 - c) How does the user authentication expire?

- 4.10.7. Automated balance-reporting services for the City's accounts should be provided. Ledger and collected balances should be available for opening and current day. Transaction details for prior and current day should include debit and credits (i.e. we transfers, ACH transactions, bankcard deposits, ZBA transfers).

4.11. OVERDRAFTS

It is not the intention of the City to overdraw any account. In the *event* of an overdraft, all checks presented for payment must be paid. The City or designee shall confirm we/ACH transfers that will result in an overdraft. The Proposer shall complete the we/ACH transfer after confirmation. No service fee shall be charged to the City for overdrafts.

4.12. STOP PAYMENTS

Stop payment orders will routinely be initiated electronically. On rare occasions it may be necessary to initiate a stop payment by telephone. When the City initiates a stop payment order, the Proposer will immediately inform the City electronically if the check has been paid and provide an image of the paid item to the City. If not paid, the Proposer will provide an electronic confirmation of the stop payment. Stop payments shall be effective for a period of not less than twelve months. Cancellation of a stop payment order will be processed in the same way as the stop payment order. All checks paid by the Proposer after a stop payment order has been confirmed will be the responsibility of the Proposer.

- 4.12.1. Does the Proposer offer an automatic escheatment solution for checks once they become (6) six months old?

4.13. ADDITIONAL SERVICES AND TECHNOLOGICAL INNOVATION

Include information on any other cash management services currency provided or planned by the bank that may benefit the City. The City has provided a historical average of the types of transactions presently used. The City would like to see a detailed analysis of what your institution would recommend to the City to implement. The Respondent must also submit a cost/benefit analysis with its Proposal for any proposed additional services

V. CUSTOMER SERVICE AND DUALITY

5.1. The City requires a dedicated customer service representative be assigned to handle the City account.

- a) Describe the responsibilities of the customer service personnel including the chain of command for problem resolution.
- b) Is local customer service support available for the City's accounts?

5.2. What are the hours of operation of the Proposer's service unit? [Specify time]

5.3. How does the Proposer handle inquiries requiring research and adjustments? The City requires supporting documentation on any debit or credit correction memo.

5.4. Are there established turn-around times for research and adjustment items? If yes, specify.

5.5. Does the Proposer provide technical customer support for computer hardware, software, and communications problems?

VI. BANK FEES

6.1. Provide the proposed prices for the list of banking services as presented on the Prices and Services Chart in Section XVII. Prices must be guaranteed for the initial term of the contract. In an extended contract period the Proposer has the right to increase services charges. If the Proposer increases these charges, the Proposer must

notify the City in writing six (6) months prior to the price increase, of the amount of the increase and the period the increase is effective. It is then the City's option to extend the contract or re-proposal the services.

- 6.2. The City requests that deposit slips be furnished by the Proposer at no cost to the City. Under these circumstances, would the City order deposit slips through the Proposer or directly from a vendor?
- 6.3. The City requests the Proposer to cash City created checks without charge to the payee. Will any charges incurred be passed through to the City? If so, please list these in Section 15.1. What controls are in place to minimize check fraud?
- 6.4. Will the Proposer charge anyone time implementation fees to the City for setting up new services? Please explain these fees if not included in your pricing proposal.
- 6.5. Does the Proposer charge for use of uncollected funds? If so, how is the charge calculated?
- 6.6. How soon after the close of the billing period is the account analysis available to the City?
- 6.7. How are adjustments reflected on the account analysis?
- 6.8. Is the Proposer's account analysis available electronically via the Internet?
- 6.9. Please describe the procedures used to adjust Proposer statements and to assure corresponding adjustment to account analysis statement. How is the adjustment handled if the analysis period has already ended?
- 6.10. Please list any additional fees for additional services not specifically requested related to conversion, training, and/or other Banking Services. Fees for Banking Services not indicated within this proposal will be considered provided at no additional cost than what is submitted in the proposal.
- 6.11. Please provide a sample invoice for the City account.

VII. PAYMENT FOR BANKING SERVICES

The City is receptive to the City either paying banking fees directly or applying compensating balance earnings toward bank charges with interest paid on excess balances. Please evaluate the best scenario for the account and make recommendation on a monthly or quarterly basis as to the best mix of balances to offset services charges.

VIII. STRENGTH OF FINANCIAL INSTITUTION

- 8.1. Please provide the collateral level that your bank is required to post for Florida Public Deposits.
- 8.2. Please, provide ratings for you from two of the following agencies: Standard & Poor's, Moody's, Fitch. Include ratings for: Commercial Paper, Long-Tenn Debt for the bank entity and Moody's Bank Financial Rating.

IX. CONVERSION AND IMPLEMENTATION

- 9.1. Describe a conversion plan to transfer assets of the City to your financial institution.
- 9.2. What is the lead time required for conversion and implementation, based on a start time of June/July? What are the critical factors that may impact that lead time?
- 9.3. Indicate your plans and all costs associated with the conversion and for educating and training the City employees in the use of your systems.
- 9.4. Provide a copy of all agreements that will be required to initiate the banking services agreement.

9.5. Provide a detailed description of the implementation process, including testing and a sample implementation schedule.

9.6. Does the Proposer assign an implementation team? If so, is an Implementation Manager assigned?

X. REPORTING

Please provide copies of the reports most likely to be used by the City based on the services recommended by the Proposer.

XI. REFERENCES

Provide three (3) public references within the state of Florida, (if possible, where similar services were provided), including the length of time the Proposer has provided services, client name, contact personnel, address, and phone number. The City may contact these references during the evaluation process. If three Florida public references are not possible, provide three private references whose banking services most closely resemble the account structure used by the City.

XII. CURRENT BANKING ENVIRONMENT

See attachment 3 for narrative.

XIII. PRICES AND SERVICE CHARTS

Listed below is a monthly average of activity for the period January 2014 to December 2014. Volumes are estimated and not guaranteed as minimums or maximums. Based on the information contained in this proposal, provide unit charges for the new services. The Proposer must use this format, adding any other service fees that will be charged. Additionally, Proposers are requested to provide the information below electronically (Excel is preferred) to the City. Information on additional recommended banking services not covered in the proposal must be added in Attachment 7. Fees not included on the following table should be included at the bottom of each section as applicable.

13.1. Banking Services Chart

Pooled Cash Account	Average Monthly Volume
ACH Monthly Maintenance Fee	#
ACH File Fees	##
ACH Per Item	###
Coin Bags	###
Maintenance Fee	#
Debits Processed	#
Credits Processed	###
ACH Credits Fee	###
On Us Item Fee	####
Foreign Item Fee	####
Chargeback Redeposit	#
Chargeback Fee	#
Outgoing Wire	#
Incoming Wire	0
Stop Payment Fee	0
Payroll Account	Average Monthly Volume
ACH Monthly Maintenance Fee	0
ACH File Fees	0
ACH Per Item	0
Coin Bags	0

Maintenance Fee	#
Debits Processed	#
Credits Processed	#
ACH Credits Fee	0
On Us Item Fee	0
Foreign Item Fee	#
Chargeback Redeposit	0
Chargeback Fee	0
Outgoing Wire	0
Incoming Wire	0
Stop Payment Fee	0
Operating Account	Average Monthly Volume
ACH Monthly Maintenance Fee	0
ACH File Fees	0
ACH Per Item	0
Coin Bags	0
Maintenance Fee	#
Debits Processed	#
Credits Processed	0
ACH Credits Fee	0
On Us Item Fee	0
Foreign Item Fee	#
Chargeback Redeposit	0
Chargeback Fee	0
Outgoing Wire	0
Incoming Wire	0
Stop Payment Fee	#
Online Credit Card Payment Account	Average Monthly Volume
ACH Monthly Maintenance Fee	0
ACH File Fees	0
ACH Per Item	0
Coin Bags	0
Maintenance Fee	0
Debits Processed	0
Credits Processed	#
ACH Credits Fee	#
On Us Item Fee	0
Foreign Item Fee	#
Chargeback Redeposit	0
Chargeback Fee	0
Outgoing Wire	0
Incoming Wire	0
Stop Payment Fee	0
Police Investigation Account	Average Monthly Volume
ACH Monthly Maintenance Fee	0
ACH File Fees	0
ACH Per Item	0
Coin Bags	0
Maintenance Fee	#
Debits Processed	0
Credits Processed	0
ACH Credits Fee	0
On Us Item Fee	0
Foreign Item Fee	#
Chargeback Redeposit	0
Chargeback Fee	0
Outgoing Wire	0

Incoming Wire	0
Stop Payment Fee	0
Average Collected Balance	###,000,000
Current Earnings Credit Rate	%
Floor Rate for ECR	%
FDIC Assessment	
Fee Waiver (if applicable)	
Current Interest Rate	%
Floor Interest Rate	

XIV. ATTACHMENTS

- Attachment 1- Qualified Public Depository**
- Attachment 2 - Equal Employment Opportunity Statement**
- Attachment 3 - Current Banking Environment**
- Attachment 4 - Interest Rates**
- Attachment 5 - Statement on Public Entity Crimes**
- Attachment 6 - Conflict/Non conflict of interest statement**
- Attachment 7 - Permit Requirements**
- Attachment 8 - Anti-Kickback**
- Attachment 9 – Public Notice/Advertisement**

ATTACHMENT 1

QUALIFIED PUBLIC DEPOSITORY

ATTACHMENT 2

EOUAL EMPLOYMENT OPPORTUNITY STATEMENT

The undersigned Proposer, by the signature below, represents that the foregoing information is true and correct. The undersigned Proposer, by the signature below, provides assurances to the City of its compliance with Federal, State and City affirmative action and equal employment opportunity requirements. The undersigned Proposer further assures that it and its sub-contractors/sub-recipients facilities are accessible to the handicapped (if applicable).

IN WITNESS WHEREOF, this Equal Employment Opportunity Statement is hereby signed as of the date indicated.

PROPOSER: _____

Date: _____

Print Name and Title

Witness _____

Witness _____

ATTEST

By: _____
Notary Public

Date: _____

Notary Public, State of _____

My commission expires: _____

ATTACHMENT 3

Current Banking Environment

A. General - The City is looking for the most beneficial account type(s) that will provide the most service and least cost for the amount of activity of each account. The City desires to maximize the amount of cash available for investment purposes.

B. Accounts Included

Currently banking services are being conducted with the following accounts.

Pooled Cash Concentration Account - All deposits of the City are made into the Pooled Cash account and this account is used to fund checks presented in the accounts payable and payroll accounts.

Payroll Zero Balance Account - All employee wage payments are made against this account. When checks are presented they are funded by the Pooled Cash account.

Accounts Payable Zero Balance - All vendor payments are made against this account. When checks are presented they are funded by the Pooled Cash account.

Online Credit Card Account - This account is used for processing all utility credit card payments made online when using the City's on-line payment software.

C. Account Structure

a. Pooled Cash Concentration Account - All deposits are made into the Pooled Cash account. That represents _____ bank deposits per month in addition to around ____ACH credits into the account monthly. The funds in the account are swept into the two zero balance accounts when checks are presented for payments. The average bank collected balance in the account earns interest monthly. The City reserves the right to make investment in other options using the funds of the Pooled Cash account.

b. Payroll Zero Balance Clearing - All payroll checks are presented against this account approximately 150 per month. The account maintains a zero balance as checks are presented the bank sweeps the Pooled Cash account to offset the charges. Most of the City's payroll is directly deposited into employee accounts this represents approximately _____ ACH payroll items monthly.

c. Accounts Payable Zero Balance Clearing - All accounts payable checks are presented against this account approximately _____ per month. The account maintains a zero balance as checks are presented the bank sweeps the Pooled Cash account to offset the charges. Currently no ACH files are generated through the accounts payable process.

d. Online Credit Card - This account is used to account for credit card payments made by customers using the City's online web based software. Currently the City only uses this account for utility payments on-line. Monthly upon reconciliation the proceeds in this account are transferred to the Pooled Cash account.

D. Revenue Collection

Name/Location	Days Collecting	Transmitted	Type of Collection	Annual Volume
City Hall/6601 E. Hwy 22, Callaway, FL	Mon-Fri	Collected on-site	Cash, Credit, Checks, ACH	\$\$#,000,000
Lock Box/P.O. Box _____ Ft. Walton Beach, FL	Mon-Fri	Mailed/Collected on-site	Cash, Credit, Checks, ACH	To be determined

The Utility Billing Department and the cashiers office at City Hall located at 6601 E. Highway 22, Callaway, FL receives deposits Monday thru Friday from the. Utility Billing verifies the deposit amounts received from the various locations and prepares the deposits for armored car pick up. Utility Billing also services walk up clients and processes all utility payments. Daily (mon-fri) a private armored car service picks up the daily deposits from UB and transmits to the bank for processing.

ATTACHMENT 5

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS,**

1. This sworn statement is submitted to _____

By _____
(Print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address
is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____
(If the entity has no FEIN, include the Social security Number of the individual signing
this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "conviction" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment of information after July 01, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- 1) A predecessor or successor of a person convicted of a public entity crime; or
- 2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment of income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract

and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies). ___Neither the entity submitting this sworn statement, or any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July, 1989. The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989. The entity submitting this sworn statement, or one or more of its officers, directors; executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR THE CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(SIGNATURE)

(DATE)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority who, after first being sworn by me, (name of individual) affixed his/her signature in the space provided above of this _____ day of _____, 2015

NOTARY PUBLIC
My commission expires: _____

ATTACHMENT 6

CONFLICTON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

CHECK ONE

The undersigned firm has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

The undersigned firm, BY ATTACHMENT TO THIS FORM, submits a summary and disposition of individual cases of litigation and/or judgments entered by Or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

Company Name

Authorized Signature

Name (print or Type)

Title

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

ATTACHMENT 7

PERMIT REQUIREMENTS

BUSINESS TAX RECIEPT REQUIREMENT AND COST

Applicable if physically located in Callaway - \$50.00

ATTACHMENT 8

ANTI-KICKBACK AFFIDAVIT

IN THE STATE OF FLORIDA,

COUNTY OF BAY

I, the undersigned, hereby dilly sworn, depose and say that no portion of the sum herein bid will be paid to any employee of the City of Callaway as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

BY: _____

sworn and prescribed before me this _____ day of _____, 2015

NOTARY PUBLIC, State of _____

My commission expires: _____

ATTACHMENT 9

PUBLIC NOTICE/ADVERTISEMENT

CALL FOR PROPOSALS

NOTICE is hereby given by the CITY OF CALLAWAY, FL will be accepting seal proposal at the Callaway City Hall located at 6601 E. Highway 22, Florida 32404, until 4:00 P.M. May 1, 2015 for RFP for Banking Services – Mar 2015. Proposals will be opened in City Hall by the Purchasing Clerk. Late Proposals will not be considered. SPECIFICATIONS AND DOCUMENTS may be obtained from at the City of Callaway at www.cityofcallway.com, or by calling (850)871-6000. One (1) original and eight (8) copies of the proposal and one (1) copy via compact disk or USB drive in PDF format are to be enclosed in a sealed envelope clearly marked on the outside: RFP for Banking Services – Mar 2015, addressed and delivered to:

**PURCHASING CLERK
CITY OF CALLAWAY
CITY HALL
6601 E. HIGHWAY 22
CALLAWAY, FL 32404**

At the time of the award, the successful Proposer must show satisfactory documentation of such State, County and City licenses as would be required. The City reserves the right to reject any and all bids. There is no expressed or implied obligation for the City to reimburse responding firms for any expenses associated with the preparation and submittal of the proposals in response to this request.

March 24, 2015

To: All Prospective Proposers

City of Callaway RFP for Banking Services – Mar 2015 contains the following documents:

- a. Cover letter one (1) page in length
- b. Proposal twenty six (26) pages in length
- c. Call for Proposals one (1) page in length

Please review your proposal package to ensure it contains all of these documents. If not, contact Catrese Bowley, City of Callaway Purchasing Clerk at (850) 871-6000, immediately, to obtain copies of any missing document(s).

Proposers submitting proposals should ensure that the following documents are completed, certified, and returned as instructed: Anti-Kickback Affidavit, Public Entity Crimes Certification, Copy of Current Occupational License, and Local Vendor Certification, if applicable.

SUBJECT: RFP for Bank Services – Mar 2015

ISSUE DATE: March ____, 2015

PRE-PROPOSAL CONFERENCE: N/A

MAIL PROPOSALS TO:

Catrese Bowley, Purchasing Clerk
City of Callaway
City Hall
6601 E. Highway 22
Callaway, FL 32404
(850)871-6000
cbowley@cityofcallaway.com

DELIVER PROPOSALS TO: Same as Above

PROPOSALS MUST BE RECEIVED: May 1, 2015

NOT LATER THAN: 4:00 P.M. CST

QUESTIONS TO:

Beverly Waldrip, Finance Director
City of Callaway
City Hall
6601 E. Highway 22
Callaway, FL 32404
(850)871-6000
bwaldrip@cityofcallaway.com

Enclosures

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

March 24, 2015

Resolution 15-15 - Community Center Fee Recommendation

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

N/A

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

The Sports and Recreation Committee met on December 2, 2014 to discuss some new avenues to bring in revenue to help cover costs and agreed unanimously to recommend a new fee structure for the Community Center that will include City of Callaway Resident pay \$20.00 fee per day (plus tax) for Monday thru Thursday and \$30 per day (plus tax) for Friday thru Sunday. This is still a very reasonable fee for this facility and will put more of the cost of operation on specific users rather than a burden to all tax payers whether they use the facility or not.

ATTACHMENT:

- Resolution 15-15

5. REQUESTED MOTION/ACTION:
Commission requested to approve Resolution 15-15 as a revenue source for Leisure Services to assist in paying for the upkeep of the Community Center.

RESOLUTION 15-15

A RESOLUTION OF THE CITY OF CALLAWAY, FLORIDA AMENDING RESOLUTION 10-39, ADOPTING GUIDELINES FOR USE OF THE CALLAWAY COMMUNITY CENTER; ESTABLISHING USER FEES FOR RESIDENTS AND NON-RESIDENTS; REPEALING ALL RESOLUTIONS IN CONFLICT HERewith AND RECITING AN EFFECTIVE DATE.

WHEREAS, Callaway's Community Center is provided by the City of Callaway for the use and enjoyment of citizens to join in fellowship at a convenient location to conduct their affairs and promote the welfare of the City of Callaway, and

WHEREAS, the Callaway City Commission finds it necessary to provide guidelines for use of the facilities, in order to ensure the maintenance and well being of the facility and to promote the health, safety and welfare of persons while using the Callaway Community Center;

NOW, THEREFORE, BE IT RESOLVED by the Callaway City Commission that the following guidelines shall be enforced during the future use of the Callaway Community Center:

1. The key is to be picked up no earlier than 8 a.m. the day of the reservation; the user MUST take the checklist to the Fire Department to pick up the key.
2. The event must end early enough to allow for the premises to be cleaned and all property belonging to the City of Callaway placed in its proper place. All users must exit the premises by 11 p.m. on the day of use.
3. The user shall not remove, alter or destroy any personal property or fixture associated with the facilities. The user shall not cause holes in the walls or ceilings. The user shall sweep the facilities and clean the kitchen area and appliances prior to departure.
4. The user shall not allow any unlawful conduct. No alcoholic beverages of any type are allowed in the building or on the premises.
5. The user shall indemnify and save harmless the City from any damage, injury or loss resulting from the use of the facilities by the requesting group, association or organization.
6. The user is responsible for securing the premises after use, locking doors, turning off lights, appliances, and air conditioning; and removing all garbage, foodstuffs, and belongings of the user.

7. ~~City of Callaway residents are required to pay \$20.00 (plus tax) per day for Monday-Thursday and \$30.00 (plus tax) per day for Friday thru Sunday. Each Any user not a resident of Callaway is required to pay a \$50.00 (plus tax) user's fee. The user fee for use of the facility shall be waived for use by residents of the City of Callaway for non-business use only. City of Callaway residents are required to pay \$20.00 (plus tax) per day for Monday-Thursday and \$30.00 (plus tax) per day for Friday thru Sunday.~~ Residents of Callaway are not allowed to reserve the facility for use by anyone other than a resident of Callaway.
8. DEPOSITS:
 - a. A \$50.00 deposit in the form of check or money order shall be paid by non-profit youth organizations after approval by the Leisure Services Director (or the Director's designee) to safeguard the City from damage to the facilities, and a damage agreement and a statement of responsibility must be signed by a responsible representative of the group. If the key is not returned to the City, the \$50.00 deposit shall be used by the City to change the lock.
 - b. A \$100.00 deposit in the form of check or money order shall be paid by all other users, including Callaway residents, to safeguard the City from damage to the facilities.
9. The individual/organization who signs the damage agreement and statement of responsibility is responsible for the premises until the key is returned and the inspection is made by the Fire Department. Any individual/organization who fails to return the key to the Fire Department immediately after use by that individual/organization may be denied further use of the facility.
10. The Fire Department shift supervisor or designee shall accompany the user on a pre-inspection and post-inspection to log any problems on a checklist which will include a drawing of each wall.
11. Following use of the facility, the user may request payment by the by the Leisure Services Department of the damage deposit, less any deduction made by the City. The Leisure Services Department shall make payment to the user only after receipt of written authorization, including the completed checklist from the Fire Department following its inspections of the premises. The Fire Department will determine whether a cost will be incurred by the City in repairing the damage or cleaning the premises and, if so, the Leisure Services Department will determine the amount to be deducted from the damage deposit.
12. The damage deposit is not a liquidated amount for damages caused by the use to the facilities. The City shall retain the right to seek additional damages from the user should damage exceed the \$50.00 or \$100.00 deposit.

13. Any group or organization who uses the facilities at least once monthly may post a damage deposit with the Leisure Services Department office, a deposit which may remain with the City as a damage deposit for the repeated meetings as a convenience to the user. However, if the City makes any claim against the damage deposit, it will be necessary for the user to replace funds with the Leisure Services Department equaling the required deposit prior to the next use of the facilities.
14. Claims made by the City against the damage deposit shall include the cost of repairing or replacing the fixtures, personal property, appearance or cleanliness of the facilities after its use.
15. The City of Callaway retains the right to enter the premises at any time during the use of the facilities.

EFFECTIVE DATE. This resolution shall become effective upon adoption.

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

PASSED AND ADOPTED at the regular meeting of the Callaway City Commission this 24th day of March, 2015.

City of Callaway

Thomas W. Abbott, Mayor

ATTEST:

Sandra Hirth, City Clerk

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

March 24, 2015

Resolution 15-16 - Non-Resident Recreational League Participant Fee

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

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

N/A

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

The Sports and Recreation Committee met on December 2, 2014 to discuss some new avenues to bring in revenue to help cover costs and agreed unanimously to recommend a new fee of \$5 annually for Non-Resident Recreational League Participants. It would be the responsibility of the Callaway Youth Leagues to collect the fee and submit to the City of Callaway. Adult Leagues pay our field use fees. This fee would generate approximately \$2,000 annually. The League representatives that were present agreed that this should be built into their registration fees and presented as a discount for Callaway Residents.

ATTACHMENT:

- Resolution 15-16

5. REQUESTED MOTION/ACTION:

Request Commission approval Resolution #15-16 as a revenue source for Leisure Services to assist in paying for upkeep of the sports fields and buildings at the Recreational Complex.

RESOLUTION 15-16

A RESOLUTION OF THE CITY OF CALLAWAY, FLORIDA ADOPTING AN ANNUAL NON-RESIDENT RECREATIONAL LEAGUE FEE AND PROVIDING FOR COLLECTION; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH AND RECITING AN EFFECTIVE DATE.

WHEREAS, the Approved Recreational Leagues (hereinafter "LeagueS") in the City of Callaway ("City") provide exceptional sports fields and facilities for the safe implementation of youth sport, improvement quality of life and betterment of the community; and

WHEREAS, these sports fields and facilities have traditionally funded to tax revenues, donations, and grant funds;

WHEREAS, the City Commission and the Sports and Recreation Committee find it necessary to implement a fair and equitable fee to charge non-residents that participate in our Recreational Leagues to help cover the ongoing costs of maintaining exceptional sports fields and facilities.

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

- 1) The Leagues shall collect a \$5.00 fee from non-resident participants once annually. This non-resident participant fee shall be in addition to and collected with standard registration fees.
- 2) The officers of the Leaguess shall submit the non-resident fees in the form of a check or money order along with a report containing participants' names and addresses to the Callaway Leisure Services office within ninety (90) days after close of registration.
- 3) All proceeds from the registration fee shall be budgeted for capital improvements for parks, recreation, and leisure services in the City.

EFFECTIVE DATE. This resolution shall become effective upon adoption.

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

PASSED AND ADOPTED at the regular meeting of the Callaway City Commission this

24th day of March, 2015.

City of Callaway

Thomas W. Abbott, Mayor

ATTEST:

Sandra B. Hirth, City Clerk