



**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
Bob Pelletier
Ralph L. Hollister

PUBLIC NOTICE

REGULAR MEETING

by the City of Callaway Board of Commissioners
on Tuesday, April 28, 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.

PRESENTATIONS / PROCLAMATIONS

- Employee of the Month for March - William Clark - Public Works
- Bay County Sheriff's Office - Lt. Michael Branning
- Code Enforcement Board - Chairman Joseph Volpi
- City's Financial Statement - City Manager Fuller
- Audit for Fiscal Year 2014 - Angela Balent, Warren Averttt

PUBLIC PARTICIPATION

- 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 three (3) minutes.

APPROVAL OF MINUTES

- Regular Commission Meeting held on March 26, 2015
- Commission Workshop held on April 14, 2015

CONSENT AGENDA

ITEM #1 Budget Revision Request and Purchase of Street Department Vehicle - Public Works - City Manager Fuller

ITEM #2 Budget Transfer - Public Works (Boom Axe)

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

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

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

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

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

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

- ITEM #3 Budget Revision Request - General Fund
- ITEM #4 Budget Transfer Request - General Government
- ITEM #5 Budget Transfer Request - Fire Department
- ITEM #6 Budget Transfer Request - Leisure Services Department
- ITEM #7 FY 2016 Budget Planning - Tentative Schedule
- ITEM #8 Construction Agreement 7th Street Sidewalk Project
- ITEM #9 Development Order Approval - Northstar Church - 162 N. Tyndall Parkway
- ITEM #10 Resolution 15-17 - Update to the Bay County Transportation Planning Organization (TPO) Interlocal Agreement
- ITEM #11 Automatic Aid Fire Department Between City of Callaway and City of Springfield

PUBLIC HEARINGS

- ITEM #12 Ordinance #955, Final Reading - Petition for Voluntary Annexation - Primrose Way - City Manager Fuller
- ITEM #13 Ordinance #958, Final Reading - TECO Gas Franchise Agreement - City Manager Fuller

OLD BUSINESS

- ITEM #14 Discussion of Allowing Two Names on Water Accounts - City Manager Fuller
- ITEM #15 Ordinance #959 First Reading - Sewer Customers to Connect to City Water - City Manager Fuller

REGULAR AGENDA

- ITEM #16 Laserfiche Management Options and Request for Budget Revision - City Manager Fuller
- ITEM #17 Variance Request for Setback Requirement for Accessory Structure - 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.

- Next Workshop to Discuss Agenda - Monday, May 18, 2015
- Next Regular Commission Meeting - Tuesday, May 19, 2015
- City Offices will be closed in recognition of Memorial Day, Monday, May 26, 2015


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 is called at the beginning of the meeting and is limited to three (3) minutes.

Public Participation for Regular Commission Agenda items will be held at the Workshop Meeting on the day prior to the Regular Commission Meeting. Comments are limited to three (3) minutes at the Workshop Meeting.

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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.”



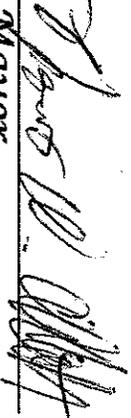
Employee of the Month

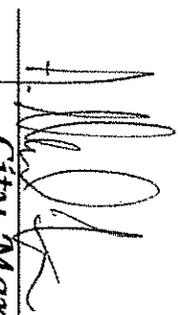
March 2015

Presented to

William R. Clark, II

Thank you, William for your attention to detail, your positive attitude and your ongoing dedication to our City, Citizens and Staff.


Mayor


City Manager

From: omartinez@cityofcallaway.com [mailto:omartinez@cityofcallaway.com]

Sent: Saturday, March 07, 2015 5:49 AM

To: Michael Fuller

Cc: Larry Johnson; Patricia Johnson

Subject: Employee of the Month

Good morning Mr. Fuller, I would like to nominate Mr. William Clark for Employee of the Month. William has been doing an exceptional job for the City for years. During the Aclara meter change out project he led his team in installing over 1000 registers including the programming of the transmitters in a little over 1 month. There were times he and Scott Mcgruill would install close to 90 units in one day and he was the engine behind that. William has been on vacation and has stopped by to see how things were doing and has actually asked to clock in to help with a main break. What I see in William is a true Callaway team member. No job is too big for William. He never and I can say this with confidence never says no to get to the business of keeping customers serviced and maintained. He is vigilant on the job and keeps customers honest. He keeps track of customers who tamper with city property and is not afraid to stand up to customers who do. There are times I walk into Public Works and see trails of dirt on the floor which I can directly associate with William being there dropping off a completed main break work order. It never fails that when I ask "what's with the dirt on the floor here" the next word out of anyone who's near..... "Will". I feel lucky to work with someone like Mr. Clark. He inspires me to do the best I can. I wish everyone had the same dedication he displays. Will is "Captain Callaway" and I think its time he gets recognized for it. It's way overdue.

Sincerely

Oscar Martinez



This email has been checked for viruses by Avast antivirus software.

www.avast.com

Sandy Hirth

From: Patrica Johnson [pjohnson@cityofcallaway.com]
Sent: Friday, April 03, 2015 3:45 PM
To: 'Oscar Martinez'; 'Larry Johnson'
Cc: 'Michael Fuller'; Lisa Koepke; 'Sandy Hirth'
Subject: FW: Employee of the Month

William Clark, Utilities Specialist, is March's employee of the month. Larry or Oscar, please let me know if William is able to attend the March 28th commission meeting. Thanks and congrats.

Patricia "Trish" Johnson
Human Resources
City of Callaway
6601 East Highway 22
Callaway, FL 32404
850.215.6654
www.cityofcallaway.com

****The City of Callaway is an equal opportunity employer and provides a non-discriminatory work environment.****

From: Michael Fuller [mailto:mfuller@cityofcallaway.com]
Sent: Friday, April 03, 2015 3:16 PM
To: 'Patrica Johnson'
Cc: 'Lisa Koepke'
Subject: RE: Employee of the Month

I agree. Captain Callaway is deserving of the award. Remember that we only have one regular meeting now.

From: Patrica Johnson [mailto:pjohnson@cityofcallaway.com]
Sent: Friday, April 03, 2015 10:10 AM
To: 'Michael Fuller'
Cc: Lisa Koepke
Subject: FW: Employee of the Month

This is the only recommendation for March (see below). Please forward your approval.

Patricia "Trish" Johnson
Human Resources
City of Callaway
6601 East Highway 22
Callaway, FL 32404
850.215.6654
www.cityofcallaway.com

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CITY OF CALLAWAY

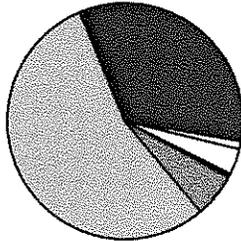
Fiscal Year 2015

CASH BASIS

BUDGET-IN-BRIEF as of March 31, 2015

50% of Year Elapsed

YTD-Citywide Expense Allocation



- Operating 54.9%
- Personnel Svc 34.0%
- Non-Operating 1.1%
- Transfers 3.5%
- Principal Debt Pmts 0.5%
- Capital 6.0%

General Fund Revenues

Revenues	Budget	Year-to-Date	%
Ad valorem Taxes	1,002,236	992,624	99.0%
Other Taxes	1,807,323	959,653	53.1%
Permits, Fees, & Licenses	173,700	83,924	48.3%
Grants & Shared Revenue	1,851,113	819,508	44.3%
Service Charges	140,703	73,561	52.3%
Judgements, Fines, & Forfeits	2,600	2,254	86.7%
Interest & Other Earnings	3,915	808	20.6%
Rents & Royalties	50,500	15,985	31.7%
Sales of Fixed Assets		22,238	0.0%
Contributions & Donations	3,700	1,611	43.5%
Miscellaneous Revenue	4,500	2,389	53.1%
Total Revenues	\$ 5,040,290	\$ 2,974,555	59.0%

General Fund Expenditures

Expenditures	Budget	Year-to-Date	%
Executive (Commission)	54,015	26,194	48.5%
City Manager	222,918	109,433	49.1%
Finance	155,133	72,076	46.5%
Legal	85,000	36,613	43.1%
Planning & Code Enforcement	267,514	82,742	30.9%
Elections	-	-	0.0%
General Government	383,297	187,248	48.9%
Law Enforcement	1,412,989	705,787	49.9%
Fire Department	995,568	436,015	43.8%
Streets	1,110,425	472,062	42.5%
Maintenance Shop	208,012	98,291	47.3%
Leisure Services	791,099	345,818	43.7%
Transfers	(144,779)	(266,468)	184.1%
Total Expenditures	\$ 5,541,191	\$ 2,305,811	41.6%

General Fund Increase/Decrease to Fund Balance

	Budget	Year-to-Date
Incr / (Decr) to Fund Balance	(500,901)	668,744

Community Redevelopment Fund

	Budget	Year-to-Date	%
Revenues & Trfrs In	25,770	18,347	71.2%
Expenditures	116,118	4,966	4.3%
Incr / (Decr) to Fund Balance	(90,348)	13,381	

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	41,142	0.0%
Incr / (Decr) to Fund Balance	98,512	(41,142)	

Water Fund

	Budget	Year-to-Date	%
Revenues & Trfrs In	3,331,150	1,503,260	45.1%
Expenses & Trfrs Out	4,579,517	927,504	20.3%
Incr / (Decr) to Net Assets	(1,248,367)	575,756	
<small>(includes bond debt payments)</small>			

Sewer Fund

	Budget	Year-to-Date	%
Revenues & Trfrs In	4,455,870	2,189,513	49.1%
Expenses & Trfrs Out	4,681,845	1,332,469	28.5%
Incr / (Decr) to Net Assets	(225,975)	857,044	
<small>(includes bond debt payments)</small>			

Solid Waste Fund

	Budget	Year-to-Date	%
Revenues	584,640	287,846	49.2%
Expenses & Trfrs Out	732,815	269,054	36.7%
Incr / (Decr) to Net Assets	(148,175)	18,792	

Citywide Increase/Decrease to Fund Balance / Net Assets

	Budget	Year-to-Date
Incr / (Decr) to Fund Balance/Net Assets	(2,115,254)	2,092,575

**CALLAWAY BOARD OF COMMISSIONERS REGULAR MEETING
MARCH 24, 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 Covey gave the Invocation and Commissioner Henderson 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, Leisure Services Director Legare, Public Works Director Johnson, Zoning and Code Enforcement Officer Frye, 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 Covey asked that the Consent Items be moved to the Regular Agenda and City Manager Fuller pulled Item #8.

PRESENTATIONS/PROCLAMATIONS

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

PUBLIC PARTICIPATION (Non-Agenda Items)

Brigid Johnson, 7509 Melody Lane, Callaway, FL. questioned the Board regarding the Sandy Creek sewer system asking where the money would come from to repair the system if it failed and said she knew they would not ask the Callaway citizens to pay for it. She also questioned the deficit reported in the News Herald article when we are supposed to be purchasing new water meters. City Manager Fuller stated it is hard to say how much it would cost to replace the system when it may be a pipe or pump that failed but said if it affected the roadway we would have to repair that.

John J. Malone, 707 Plantation Circle, Callaway, FL. stated he had sent the Elected Officials five emails recently for their assistance and the agenda did not include any of them. He said some of them were to determine the correct/legal way for an elected official to request an examination of Sandy Creek's sewer system and then to determine if they will receive the grant to reconstruct the water system. He said the whole Board should hold a trip as suggested by Commissioner Covey. He said his email had quoted that the City hoped they would receive a grant that will pay for a new Sandy Creek water system. He stated the elected officials had been remiss in benefiting the public and were delinquent to do their assigned duty and he wanted a Workshop for public discussion. He stated if he was ignored he would start action with the State officials to advise them of their failure to serve the citizens. He quoted FS 112.311 where it declared to be the policy of the State that public officers and employees were agents of the people and that they hold their positions for the benefit of the public.

John L'Heureux, 133 Lauren Lane, Callaway, FL, asked if any action regarding Sandy Creek had been taken because they are concerned about the Sandy Creek sewer system. Mayor Abbott asked City Manager Fuller if Public Works Director Johnson had shared any emergency problems to which City Manager Fuller stated he had not. Public Works Director Johnson said they were addressing issues. Commissioner Covey said from what she saw they would be very busy addressing the issues.

APPROVAL OF MINUTES

Commissioner Henderson moved to approve the Minutes from the Regular Commission Meeting on March 10, 2015. Commissioner Hollister seconded the motion.

All ayes

Commissioner Covey asked if the Board would address the meaning of "promptly" because she had not received her minutes until today. Mayor Abbott asked City Clerk Hirth when she could get the minutes published to the Commission and City's website and she stated she could have them out by Friday after the Tuesday evening Commission meetings. He said he felt since she would have two sets of minutes, Workshop and Commission meeting, that maybe Monday following the Tuesday meeting would suffice. He asked the Board for their opinion and if this timeframe would suit them. After a discussion, the Board decided that by Monday following the Tuesday Commission meetings would suffice.

CONSENT AGENDA

None

OLD BUSINESS

ITEM #3 CODE ENFORCEMENT STANDARD OPERATING PROCEDURES

City Manager Fuller went over the areas covered by the Code Enforcement Standard Operating Procedures Manual presented to the Commission. He stated that Staff recommended approval of the Manual presented.

Commissioner Hollister moved to approve the Code Enforcement Standard Operating Procedures Manual. Commissioner Henderson seconded the motion.

Commissioner Covey stated this Manual was scant compared to what they had wanted and thought the Code Enforcement Board should review it. She said she felt it should have goals for the number of Notice of Violations written each month. Commissioner Pelletier said there should be something recommended about citizens not allowing people or themselves to park on their front lawns. After discussion he stated he could take on the ordinance revision regarding parking on lawns, etc. Commissioner Covey stated the pages were not numbered, there was no table of contents, etc. City Manager Fuller stated if the Commission wanted to make it a nuisance to park on front lawns the Ordinance would have to be addressed.

PUBLIC PARTICIPATION

John J. Malone, 707 Plantation Circle, Callaway, FL, stated if he were an elected official he would deny the approval of Item #3. He said the draft was too lenient and had no teeth in it. He

stated 6 years ago he presented a strong policy to aid in cleaning up Callaway and it was without avail. He said the Elected Officials were sitting back and letting someone else do their positions.

ROLL CALL VOTE:

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

Motion Passed

Commissioner Covey asked that she be allowed to make a motion to have a Workshop to work on the Code Enforcement Standard Operating Procedures. Commissioner Henderson seconded the motion. Mayor Abbott stated a motion was not necessary because two Commissioners could call a Workshop. **A date for the Workshop was discussed and it will be on Tuesday, April 14, 2015, 6:00 P.M.** City Manager Fuller is to email the Commission the code numbers and Land Development Regulation sections that will be affected regarding this Workshop.

ITEM #4 REQ SELECTION OF PROFESSIONAL PLANNING SERVICES

City Manager Fuller stated the City had received 4 proposals from Consultants with different areas of expertise. He recommended that the City approve all 4 Consultants so the City could select which one was needed for a specific project.

Commissioner Henderson moved to approve the 4 Consultants who submitted an RFQ. Commissioner Pelletier seconded the motion.

Commissioner Covey asked that the motion be amended since this was not a budgeted item and add that City Manager Fuller be required to give the Board the updated amount spent for this line item at the time of his request for additional funds. She said she would rather not have to ask the question. Commissioner Henderson said she would not pull her motion.

ROLL CALL VOTE:

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

Motion Passed

REGULAR AGENDA

ITEM #1 DECLARE SURPLUS EQUIPMENT

The Commission discussed the incompleteness of the form which was submitted to the Commission and that the Department Head and City Manager Fuller needed to be more vigilant with regard to the form's completion and should include pictures.

Commissioner Hollister moved to approve the request for declaring the surplus equipment. Commissioner Henderson seconded the motion.

ROLL CALL VOTE:

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

Motion Passed

ITEM #2 VEHICLE DECLARED SURPLUS

City Manager Fuller stated this request involved a previously declared truck ID #93 that was declared surplus when it was in the Leisure Services Department. He said the Public Works staff is asking that this truck be kept and they would like to declare truck #13 as surplus.

Commissioner Hollister moved to remove truck ID #93 from surplus and place it back in circulation in Public Works' inventory and to place truck #13 as declared surplus per staff's recommendation. Commissioner Henderson seconded the motion.

Public Works Director Johnson stated the older truck (#13) was nickel and diming them to death and needed to be surplus. Commissioner Covey said what was needed is that justification be given to declare it surplus which would include documentation to be filled out completely. Commissioner Pelletier asked if there was an automated log and was told there was by Public Works Director Johnson. Commissioner Pelletier said it would be a good idea to attach it.

ROLL CALL VOTE:

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

Motion Passed

ITEM #5 FINANCE UPDATE

City Manager Fuller asked Finance Director Waldrip to come forward to assist in answering any questions the Commission may have with regard to the Financial Update form. He said the Financial Summary was as of February, 2015. Finance Director Waldrip stated the City was \$296,000 in the black but that she is not totally caught up with deductions and allocation of indirect costs, etc. She stated the revenues do not come in uniformly. Mayor Abbott asked about interest and other earnings. FD Waldrip stated Regions previously charged the City much higher fees than had been not been budgeted but after a meeting with them, they are willing to refund some of these funds to the City. She said the funds located at Hancock Bank were moved

into a Money Market account earning .35% interest. Commissioner Pelletier asked City Manager Fuller for the GL status and he said they are not reconciled completely at this time. Commissioner Pelletier asked why 30% of the City's business license fees had not been renewed as of 6 months after they were due. Bill Frye, Zoning and Code Enforcement Officer, stated that the Purchasing Secretary has set procedures in place for sending reminders to license holders informing them they are late and that their fee will go up each month. He said at that time they are turned over to the Code Enforcement Office to determine if they are not in business any longer and to enforce further fines if they are. Commissioner Pelletier asked for a list of the businesses that have not paid as of now. He also asked about the utility accounts regarding at what point did it come back to the Commission to be declared a bad debt so it can be moved to the Collections Company. He said until the Commission approves a receivable being removed no one can remove it from receivables. He stated it will be a receivable until it's written off as bad debt by the Commission and should be sitting on our ledger sheet. City Manager Fuller said they will make this happen. Commissioner Covey said she had asked for GL's but had not received them. Commissioner Pelletier said he had asked for Balance Sheets on all of the accounts. Commissioner Covey stated she wants a 99 report which had been requested in several meetings. FD Waldrip said the report given to them this evening was a Cash Basis Report.

PUBLIC PARTICIPATION

Wayne McLeod, 501 Beulah Avenue, Callaway, FL, said he wanted to address the article that was in the paper because he was concerned about the shortfall projection mentioned in the article which had been in the News Herald. He stated he was pleased with what FD Waldrip had stated.

David Griggs, 7111 Winona Street, Callaway, FL, said this is da ja vu all over again regarding it is a receivable and cannot be written off without Commission approval. He said good luck with being behind 5 months in updating the financial status.

Brigid Johnson, 7509 Melody Lane, Callaway, FL, said she thought when we got a Finance Director that everything would be alright. She stated after reading the newspaper article she wasn't so sure. It had stated we had lost 19 people and she stated her figures are that we have lost 10 people. She said with regard to the meter readers that they won't need 3 people when we get the new meters installed. Commissioner Covey said she wants to address the article because she did not like some of the things Mayor Abbott and City Manager Fuller had stated. She said it was a scare tactic between Mayor Abbott and City Manager Fuller to which Mayor Abbott said he was offended that she would say something like that about a Board Member or the City Manager. Mr. Kleme came to the podium and said he may not have used the correct terminology. Commissioner Covey wanted to continue discussing the article and Mayor Abbot stated they needed to go on to the next item because this discussion was not a part of the current business item. The next item was called.

ITEM #6 **ORDINANCE #958 - FIRST READING - TECO GAS FRANCHISE AGREEMENT**

City Manager Fuller said this Ordinance was a First Reading and dealt with TECO Franchise Fees which would remain at 6% and was a 15 year agreement. Staff recommended approval. City Attorney Obos read Ordinance #958 by title only.

Commissioner Pelletier moved to approve the First Reading of Ordinance #958 - TECO GAS Franchise Agreement. Commissioner Henderson seconded the motion.

Roll Call Vote:

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

Motion Passed

ITEM #7 AWARD CITY HALL COPIER CONTRACT

City Manager Fuller stated we received quotes from Xerox, Reliable Copy Products and Panama Business Machines. He noted that after the agenda was posted we received revised bids from all three vendors and said it would be up to the Commission if we accepted those. Commissioner Pelletier told staff to be sure we checked into whether or not the City would have to buy a Network Interface Card (NIC) for email capability. Mayor Abbott asked if staff was happy with the current machine and was told they are not happy with the quality of copies and service was acceptable but sometimes not as fast as we needed it repaired. Commissioner Pelletier, after looking at all three bids and what they were offering, made the following recommendation. Commissioner Hollister said we should go with Reliable Copy Products since they were offering the most with an additional machine and the color copying rates gave three levels for cost.

Commissioner Pelletier moved to accept the bid from Reliable Copy Products for a period of 5 years. Commissioner Henderson seconded the motion.

PUBLIC PARTICIPATON

David Griggs, 7111 Winona Street, Callaway, FL, complimented City Manager Fuller because they had resolved the issue about having to go with the low bid and that he also felt that Reliable Copy Product was the best option.

Roll Call Vote:

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

Motion Passed

ITEM #9 RFP FOR BANKING SERVICES

City Manager Fuller stated they should look over the typographical errors since this was a "draft" RFP for the Board to review and make suggestions/changes. He said on page 3 where it is talking about the schedule that it may be too ambitious and suggested that it be moved to the end of this fiscal year. Commissioner Pelletier said that we need to get caught up with financials

before this is sent out. Commissioner Covey thought Regions Bank had changed their fees without notice and that was not the case. City Manager Fuller said they did charge the City fees without notice and are going to refund them. Commissioner Covey asked why move the funds when we cannot get any better rates. Mayor Abbott said he did not see the RFP as bad but a way to see what's out there.

Commissioner Covey moved to go forward with the RFP with a change in the schedule to do it at the end of the fiscal year. Commissioner Hollister seconded the motion.

PUBLIC PARTICIPATION

Janice Jennings, 7415 Sara Lane, Callaway, FL, said we should get our finances in order first. She was concerned that in December we had made only 2 deposits.

Roll Call Vote:

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

Motion Passed

**ITEM #10 RESOLUTION 15-15 - COMMUNITY CENTER FEE R
RECOMMENDATION**

City Manager Fuller said this was being done to recoup the costs incurred at the Community Center. City Attorney Obos read Resolution 15-15 by title only.

Commissioner Henderson moved to approve Resolution 15-15 - Community Center Fee Recommendation. Commissioner Pelletier seconded the motion.

Roll Call Vote:

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

Motion Passed

**ITEM #11 RESOLUTION 15-16 - NON-RESIDENT RECREATIONAL LEAGUE
PARTICIPANT FEE**

City Manager Fuller stated this would have generated approximately \$2,000 for this year if it had been in place. City Attorney Obos read Resolution 16-16 by title only.

Commissioner Pelletier moved to approve Resolution 15-16 - Non-Resident Recreational League Participant Fee. Commissioner Covey seconded the motion.

Roll Call Vote:

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

Motion Passed

Mayor Abbott asked if a child participated in more than one type sport (i.e. football, baseball, soccer, etc.) would they be charged the extra \$5.00. CM Fuller said if a child participated in Spring Baseball and Fall Baseball then they would be charged only \$5.00 but if they participated in two separate leagues they would have to pay the extra \$5.00 for the new league.

COMMISSION COMMENTS

Mayor Abbott stated the Brown Field Program is looking for projects and are offering low interest loans if they remediate the land. He said to notify him or the West Florida Regional Council to get in touch with the people running this program.

Commissioner Henderson said she had a citizen ask about the AWT mediation, where was it and how much longer will it be before it's settled since it's been going on so long. City Attorney Obos said they are getting the mediator back in for the April 23rd meeting. He said there's one point that they have narrowed the mediation down to.

Commissioner Covey said with regard to AWT that the new County Manager was not involved in the last meeting. She told the Board about Phil Lucas who had passed away recently without warning and wanted them to know he was the Editor of the "Bay Bullet". She asked for the recently passed meeting schedule to be placed in her box. She also asked City Clerk Hirth to find out the date the City Manager's evaluation was due as well as the renewal date for the City Clerk. She asked that the Commission consider decorations being placed on the power posts and that we needed banners and lights for decorations. She said she City Hall to be decorated and have a Christmas Tree. City Manager Fuller said using CRA funds is a common way to fund such things as decorations, banners, etc for the City. Commissioner Covey also asked if any impact fees were available for meter purchases. City Attorney Obos stated they can only be used for expansion purposes such as a new development.

City Manager Fuller said there are surveyors measuring roadways between 7th Street and Cherry Street on Bob Little Road. He said we are 4-5 weeks out in bidding a Stormwater Project.

City Attorney Obos said he needed guidance on the 365-day letter situation. He said he can craft an ordinance where these property owners would get something for their money or just that they owe it period. He stated basically they are going to be charged base rate and did the Commission want to give them credit toward the connections fees. Commissioner Covey said why should

they because they could drag it out for a long time. By consensus the Board decided to charge the base rate without any credit toward connections. Mayor Abbott said we needed to notify the media of the change in our meeting schedule.

Mayor Abbott read the announcements.

- Workshop, Tuesday, April 14, 2015, 6:00 P.M. - Discussion on Revision of Code Enforcement Nuisance Ordinances, 6:00 P.M.
- Workshop, Monday, April 27, 2015, 6:00 P.M.- Discussion on Agenda Items for April 28, 2015
- Next Regular Commission Meeting, Tuesday, April 28, 2015, 6:00 P.M.

There being no further business Commissioner Covey moved to adjourn the meeting at 8:45 P.M. Commissioner Henderson seconded the motion.

Meeting adjourned

Sandra B. Hirth, City Clerk

CALLAWAY BOARD OF COMMISSIONERS WORKSHOP

APRIL 14, 2015

TIME: 6:00 P.M.

The Workshop Meeting of the City of Callaway Board of Commissioners was called to order by Mayor Abbott at 6:00 P.M.

Commissioner Pelletier did the Invocation and Commissioner Hollister led the Pledge of Allegiance.

Mayor Abbott stated for the record that he and all Commissioners were present with the exception of Commissioner Covey who was absent due to illness.

Also present were City Manager Fuller, Leisure Services Director Legare, and City Clerk Hirth

AGENDA

ITEM #1 DISCUSSION OF CODE ENFORCEMENT POLICIES AND PROCEDURES

Mayor Abbott listed several items he had heard discussed which were signs on the right of ways, garage and yard sale signs and finding a way to track the number held by the citizens who have the sales, fencing issues in the front yards because some citizens would like solid fences in their front yards, vehicles parked on the front lawns, and inoperative/unregistered vehicles on front lawns. He stated that hopefully they will come up with ideas tonight that will resolve these issues. He said things posted in the right-of-ways that do not belong there should be addressed since this is a nuisance in our code and that yard sales are limited to a specific number allowed - 6 per year, etc

Commissioner Henderson said Mayor Abbott touched on the two items she wanted to address which were parking in yards and the number of yard sales allowed each year. She stated that her issue with people not parking in their yards is that if there is not enough room to park in the driveway and we require them to park on the street that would possibly create a safety hazard with regard to fire trucks, ambulances trying to get through if the roadway is blocked. She suggested that the City allow one yard sale per month at one of our parks where the City could block out spots and the citizen would be charged \$5.00 per spot.

Commissioner Hollister stated the VFW and AMVETS have yard sales in their parking lots. He also said he received a complaint regarding people parking on Wallace Road for yard/garage sales. He said that roadway did not have enough area on the shoulder of the road so people basically parked in the road.

Commissioner Pelletier said he visited with the Jennings and saw a neighbor who parks cars all over his yard. He also said there appeared to be an inoperative/unregistered vehicle that was parked with back of the vehicle very close to the home so no one could see if it was registered. He said a simple solution to this would be to put a doorknocker on the door and ask that they prove the vehicle if operable. Mayor Abbott said if the vehicle looks inoperative we should be proactive on issues such as this. Commissioner Pelletier asked Code Enforcement and Zoning Officer (CEZO) Frye why the City had the burden of proof when it appears the vehicle hasn't moved, possible flat tire, etc. and asked if this was State Law. Commissioner Pelletier said there's no law that says the City can't notify the homeowner.

Commissioner Henderson asked what the rules were regarding boats being parked on front lawns indefinitely. CEZO Frye said boats were the same as cars which requires them to be operative and registered. Mayor Abbott stated we needed to solve the inoperative problem. Commissioner Pelletier said we need to have a happy median, why allow bunches of cars on lawns - was that what we wanted for Callaway. He said we need to possibly look at zones where it's not possible to park on streets. Mayor Abbott asked if there were other municipalities that do not allow parking on yards. CEZO Frye said there were not unless it was under the rules and regulations of a HOA or had deed restrictions. Commissioner Pelletier said Code Enforcement should be able to come back to the Board with suggestions on solving this issue. Mrs. Jennings stated from the audience that the people move the tags on different vehicles and Commissioner Pelletier stated the Sheriff's Deputies could run the tags to see if they are on the correct vehicles. Ms. McKinney stated from the audience that an easy way to ID inoperative vehicles was to take a picture and go back in a week or so to see if it's in the same exact place. Commissioner Pelletier stated there's a vehicle in Shadow Bay that's been very visible for 5 years but nothing had been done about it. CEZO Frye said they could get more aggressive with the ticketing of these type vehicles. Commissioner Pelletier said he did not understand why the burden of proof is on the City but feels it's not unlawful to ask the citizen to prove it's operable and registered. Mr. McLeod asked from the audience why couldn't the City ask if they've registered the vehicle. CEZO Frye said they could do that. Commissioner Pelletier said they could place a doorknocker asking for the homeowner to prove the vehicle is registered/operable within 10 days, etc. He said they could possibly skip the doorknocker part and immediately issue a Notice of Violation (NOV) which would give them 10 days to correct the issue or prove that it's registered/operable or pay a fine. Commissioner Pelletier said he found out if Springfield issues a second Notice of Violation they are fined.

Commissioner Pelletier said he hopes everything will begin to move forward and continue on moving forward. He said when did we become reactive instead of proactive. He stated he had seen Code Enforcement ride through a neighborhood and had done nothing regarding door knockers.

Commissioner Henderson said could the Code Enforcement Office possibly do flex time so they could see what is happening after hours and on Saturdays. Mayor Abbott asked what system do we have to track yard sales and CEZO Frye stated unless they receive a complaint nothing is done because they are not permitted and do not have a way to keep up with how many are held. Mr. McLeod said from the audience that historically you want to get rid of stuff in a yard sale and that it should be easy to limit them to 2 per year. Commissioner Henderson mentioned that citizens could possibly have one yard sale per quarter at one of our parks. Mr. McLeod asked who collects this much stuff. Chairman Volpi from the Code Enforcement Board said churches have 1 yard sale per month and that we needed to have a way to keep up with the number of sales whether it is residential or churches.

CEZO Frye stated he will try to find the problem areas and focus their attention on the number of sales they are having as well as areas where there are numerous unregistered/inoperative vehicles. Ms. McKinney said from the audience that we at least need to come up with a process to keep up with how many residents are having.

Mayor Abbott said CEZO Frye will be identifying problem areas and that once the process is in place he will have a better way of concentrating on specific areas and citizens. It was said Kimberly Circle was a place where many sales are held. Ms. McKinney said we should have a way to register on the website to have a yard sale so that it would be self-reporting. It was also said that on Berthe between Highway 22 and Cherry Street was also an area that had many yard sales.

PUBLIC PARTICIPATION

Brigid Johnson, 7509 Melody Lane, Callaway, FL, said regarding vehicles there's someone near her who pushes his inoperative truck in and out of the garage. She also said she dropped off her utility bill on April 3rd and it still had not cleared the bank.

Shelley McKinney, _____, recommended that the Board videotape the meetings and then put them on the website. She said this would help citizens who could not attend as well as others who were interested in specific items that were discussed. She recommended they get a camera that runs on electric rather than batteries because the meetings are long at times and the batteries would run down.

Commissioner Pelletier said he is still working on getting a file set up using the Dragon software so the City Clerk could get it to the citizens who want it.

Mrs. Jennings stated that if someone who owns a boat should be able to afford a boat slip or at least put them in the backyard. He also said that Code Enforcement needs to get proactive with regard to cars being inoperative/unregistered.

Commissioner Pelletier said they have started talking about limiting the number of cars and coming up with a procedure to determine if inoperative/unregistered and that was a good start but we need to keep moving forward with it. Mrs. Jennings said in Callaway in regular neighborhoods they allow you to park only on one side of the street and this might be an option.

There being no further business, Commissioner Henderson moved to adjourn the meeting at 8:02 P.M.

Sandra B. Hirth, City Clerk

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

April, 28, 2015

Budget Transfer Request and Purchase of Street Department Vehicle – 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

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

Vehicle #55 was damaged in an automobile accident in December 2014 and declared surplus by the Commission. This truck along with vehicle #54, another Commission approved surplus vehicle, was sold on GovDeals for a total of \$7,177.00. The insurance settlement received for vehicle #55 was \$5,657.88, with a total of \$12,834.88 to be applied on a new vehicle. City Maintenance Supervisor Phillips received a quote with a State of Florida contract pricing for \$23,647.00 for a 2015 Ford F150 Crew Cap 4x2. A budget transfer for \$10,812.12 would need to be made in order to purchase the vehicle for the Street Department.

ATTACHMENT:

- Public Works Memo
- General Ledger Budget Status Report
- Quote from Duval Fleet Sales
- Copy of insurance check
- Copy of GovDeals sales
- Budget Revision Request

5. REQUESTED MOTION/ACTION:
Staff recommends approval of the budget transfer and purchase of replacement vehicle for the Street Department.



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

Mayor
Thomas W. Abbott

Commissioners
Melba Covey
Pam Henderson
Bob Pelletier
Ralph L. Hollister

MEMORANDUM

DATE: April 2, 2015

TO: J. Michael Fuller,
City Manager

FROM: Larry Johnson, *LJ*
Public Works Director

RE: Request for Purchase of New Truck for Street Division

I request approval to purchase a new truck for the street division to replace the truck that was wrecked and sold on GovDeals. The attached quote is from the State of Florida contract pricing and is only good for sixty (60) days. Our Maintenance Supervisor received a great quote of \$23,647.00 for a 2015 Ford F150 Crew Cab 4x2.

The City received a total of \$7,177.00 from the sales on GovDeals and \$5,657.88 from the insurance settlement for the wrecked truck for a total of \$12,834.88. This leaves only \$10,812.12 needed to purchase the new truck.

Thank you.

LJ/ttd

Attachment

cc: Beverly Waldrip

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."

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
01-541-305-20	Operating Supplies	8,756.00	1,651.15	1,651.15	7,104.85	1,364.96	5,739.89	65.55
01-541-305-21	Fuel & Lubricants	24,900.00	11,684.18	11,684.18	13,215.82	0.00	13,215.82	53.08
01-541-305-22	Uniforms	975.00	416.69	416.69	558.31	149.71	408.60	41.91
01-541-305-30	Road Materials & Supplies	172,928.00	481.10	481.10	172,446.90	12,156.40	160,290.50	92.69
01-541-305-40	Books, Publications, & Dues	1,025.00	380.26	380.26	644.74	0.00	644.74	62.90
01-541-305-50	Education	1,420.00	430.00	430.00	990.00	100.00	890.00	62.68
	E02 Sub Totals:	427,421.00	96,604.85	96,604.85	330,816.15	27,293.65	303,522.50	71.01
	Capital Outlay							
01-541-606-10	Paving	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-541-606-20	Buildings	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-541-606-30	Improvements O/T Buildings	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-541-606-40	Machinery & Equipment	157,200.00	139,579.73	139,579.73	17,620.27	0.00	17,620.27	11.21
01-541-606-41	Office Machinery & Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-541-606-50	Drainage Projects	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-541-606-65	Construction In Progress	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E03 Sub Totals:	157,200.00	139,579.73	139,579.73	17,620.27	0.00	17,620.27	11.21
	Expense Sub Totals:	1,110,425.00	458,934.44	458,934.44	651,490.56	27,293.65	624,196.91	56.21
	Dept 541 Sub Totals:	1,110,425.00	458,934.44	458,934.44	651,490.56	27,293.65	624,196.91	56.21
	Fund Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund Expense Sub Totals:	1,110,425.00	458,934.44	458,934.44	651,490.56	27,293.65	624,196.91	56.21
	Fund 01 Sub Totals:	1,110,425.00	458,934.44	458,934.44	651,490.56	27,293.65	624,196.91	56.21
	Revenue Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Totals:	1,110,425.00	458,934.44	458,934.44	651,490.56	27,293.65	624,196.91	56.21
	Report Totals:	1,110,425.00	458,934.44	458,934.44	651,490.56	27,293.65	624,196.91	56.21

VOID IF NOT PRESENTED WITHIN 6 MONTHS AFTER DATE OF ISSUE

Policy #	Insured	Date Issued 01/07/2015	Area Code	Draft Number 484752331	56-389 412
Claim # 141159163	Claimant CITY OF CALLAWAY	Date of Loss 12/10/2014	State Code	Office Issued At 31965	CS

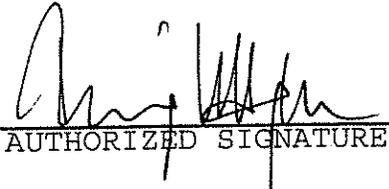
AY FIVE THOUSAND SIX HUNDRED FIFTY SEVEN AND 88/100 Dollars \$ *****5657.88**

In Payment of PD - 99 DODGE RAM 2500 DIESEL	CDS CODE 02PCL
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payable through **PNC Bank, N.A. 070**
Ashland, Ohio 1-877-448-9544

Company Code Progressive Select Insurance Co

pay to the order of
CITY OF CALLAWAY
6601 E. HWY 22
CALLAWAY FL 32404

BY 
AUTHORIZED SIGNATURE

⑈484752331⑈ ⑆041203895⑆ 4239694508⑈

Mitchell Service: 914527

Description: 1999 Dodge Pickup R2500
Body Style: 2D PkupQua 8' Bed 155" WB
VIN: 1B7KC2367XJ630761
Mileage: 95,000
OEM/ALT: A
Color: WHITE
Options: PASSENGER AIRBAG, DRIVER AIRBAG, ANTI-LOCK BRAKE SYS., DIESEL ENGINE
TINTED GLASS, VARIABLE ASSISTED STEERING, AM/FM STEREO CASSETTE
FRONT SPLIT BENCH SEAT

Vehicle Production Date: 5/99
Drive Train: 5.9L Turbo Inj 6 Cyl Dsl 2WD
License: 123059 FL
Search Code: PENSACOLA1

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
<u>Front Bumper</u>							
1		BDY	OVERHAUL	Frt Bumper Assy			1.4
2	436200	BDY	REMOVE/REPLACE	Frt Bumper Face Bar	** Non-OEM CAPA	363.00	INC
3	436202	BDY	REMOVE/REPLACE	Frt Bumper Filler Cover	** Non-OEM	91.00	INC
4	436205	BDY	REMOVE/REPLACE	Frt Lwr Bumper Filler Cover	** Non-OEM	83.00	INC
5	436207	BDY	REMOVE/REPLACE	Frt Bumper Air Dam	** Non-OEM	66.00	INC
6	436215	BDY	REMOVE/REPLACE	R Frt Inr Bumper Mounting Bracket	** Non-OEM	45.00	INC
7	436216	BDY	REMOVE/REPLACE	L Frt Inr Bumper Mounting Bracket	** Non-OEM	46.00	INC
<u>Grille</u>							
8	436285	BDY	REMOVE/REPLACE	Grille	55076550AB	409.00	INC #
SI 9	401430	BDY	REMOVE/REPLACE	Grille Bracket	** Non-OEM	66.00	INC #
<u>Front Lamps</u>							
10	438499	BDY	REMOVE/REPLACE	R Park/Signal/Marker Lamp	55054772AD	81.00	0.2
<u>Hood</u>							
11	436308	BDY	REMOVE/REPLACE	Hood Panel	Used/Recycled	265.00	* 1.3
12		REF	REFINISH	Hood Outside			C 3.2
13		REF	REFINISH	Add For Hood Underside			C 1.6
14				Line Markup %25.00		66.25	
SI 15	400497	BDY	REMOVE/REPLACE	Hood Insulator	55350404AC	91.70	0.3
SI 16	400111	BDY	REMOVE/REPLACE	Hood Latch	55275379AB	58.35	0.3

ESTIMATE RECALL NUMBER: 12/26/2014 13:15:55 14-1159163-02

Mitchell Data Version: OEM: NOV_14_V1217

MAPP:NOV_14_V1214 Copyright (C) 1994 - 2014 Mitchell International

Software Version: 7.1.173

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Search Results for Sold within 6 months; Callaway, FL

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Items 1 through 6 of 6

Description	Make/Brand	Model	Year	Location	End Date/Time	Current Bid	Shortcuts
 2012 Ford E-Series Wagon E-350 XLT Super Duty Extended ID: 73	Ford	E-Series Wagon	2012	Callaway, FL	10/30/2014 10:56 AM ET	\$19,276.13 Bids: 23	View by same:
 1999 Dodge Ram 3500 Regular Cab 2WD ID: 77	Dodge	Ram 3500	1999	Callaway, FL	3/16/2015 1:20 PM ET	\$4,167.00 Bids: 45	View by same:
 1999 Dodge Ram 2500 Quad Cab Short Bed 2WD ID: 78	Dodge	Ram 2500	1999	Callaway, FL	3/23/2015 1:30 PM ET	\$3,010.00 Bids: 51	View by same:
 2006 Spin Doctor Valve & Vac ID: 74	Hurco	VAC-25G	2006	Callaway, FL	10/30/2014 11:12 AM ET	\$2,962.00 Bids: 29	View by same:
 2005 John Deere Gator TS 4x2 (#124) ID: 76	John Deere	Gator TS 4x2	2005	Callaway, FL	3/23/2015 12:25 PM ET	\$1,561.00 Bids: 69	View by same:

General Ledger

Budget Status

User: tlegare
 Printed: 4/15/2015 - 2:00 PM
 Period: 1 to 12, 2015



Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
01	General Fund							
01-572	Leisure Services							
01-572-101-20	Personnel Services	251,056.00	111,023.00	111,023.00	140,033.00	0.00	140,033.00	55.78
01-572-101-35	Regular Salaries	600.00	0.00	0.00	600.00	0.00	600.00	100.00
01-572-101-40	Cell Phone Allowance	6,300.00	2,434.35	2,434.35	3,865.65	0.00	3,865.65	61.36
01-572-101-50	Overtime	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-572-101-60	Special Pay	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-572-102-10	Sale of Annual Leave	17,196.00	6,490.61	6,490.61	10,705.39	0.00	10,705.39	62.26
01-572-102-11	FICA Taxes	4,022.00	1,518.03	1,518.03	2,503.97	0.00	2,503.97	62.26
01-572-102-20	Medicare Taxes	20,441.00	8,694.40	8,694.40	11,746.60	0.00	11,746.60	57.47
01-572-102-30	Retirement Contrib	57,731.00	30,340.12	30,340.12	27,390.88	0.00	27,390.88	47.45
01-572-102-40	Group Insurance	7,957.00	2,337.90	2,337.90	5,619.10	0.00	5,619.10	70.62
01-572-102-50	Worker's Compensation	2,500.00	1,316.16	1,316.16	1,183.84	0.00	1,183.84	47.35
01-572-102-50	Unemployment Compensation							
E01 Sub Totals:		367,803.00	164,154.57	164,154.57	203,648.43	0.00	203,648.43	55.37
02	Operating Expenses							
01-572-303-40	Cleaning & Laundry	2,000.00	751.70	751.70	1,248.30	0.00	1,248.30	62.42
01-572-303-41	Other Contractual Service	54,700.00	39,137.91	39,137.91	15,562.09	16,240.50	-678.41	0.00
01-572-304-00	Travel & Per Diem	1,000.00	954.00	954.00	46.00	0.00	46.00	4.60
01-572-304-10	Communications/Telephone	5,000.00	1,851.43	1,851.43	3,148.57	0.00	3,148.57	62.97
01-572-304-20	Transportation / Postage	100.00	11.85	11.85	88.15	10.22	77.93	77.93
01-572-304-30	Utilities	60,000.00	29,585.85	29,585.85	30,414.15	0.00	30,414.15	50.65
01-572-304-40	Rentals & Leases	4,000.00	2,986.67	2,986.67	1,013.33	978.00	35.33	0.88
01-572-304-50	Insurance	26,000.00	0.00	0.00	26,000.00	0.00	26,000.00	100.00
01-572-304-60	R & M Buildings & Grds	67,000.00	24,809.42	24,809.42	42,190.58	14,575.59	27,614.99	41.22
01-572-304-61	R & M - Machinery & Equipment	17,000.00	6,532.58	6,532.58	10,467.42	3,896.08	6,571.34	38.65
01-572-304-62	R & M Vehicles	4,000.00	401.94	401.94	3,598.06	1,852.50	1,745.56	43.64
01-572-304-65	R & M - IT Equipment	1,500.00	375.00	375.00	1,125.00	625.00	500.00	33.33
01-572-304-70	Printing & Binding	400.00	50.00	50.00	350.00	0.00	350.00	87.50
01-572-304-80	Promotional Activities	1,000.00	898.73	898.73	101.27	13.99	87.28	8.72
01-572-304-90	Other Current Charges	6,700.00	3,521.35	3,521.35	3,178.65	169.93	3,008.72	44.91
01-572-305-10	Office Supplies & Small Equip	1,000.00	472.22	472.22	527.78	232.45	295.33	29.52
01-572-305-20	Operating Supplies	15,000.00	8,668.98	8,668.98	6,331.02	2,266.14	4,064.88	27.10
01-572-305-21	Fuel & Lubricants	12,000.00	4,248.01	4,248.01	7,751.99	0.00	7,751.99	64.60
01-572-305-22	Uniforms	2,000.00	471.62	471.62	1,528.38	0.00	1,528.38	76.42

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
1-572-305-40	Books, Publications, & Dues	1,100.00	191.11	191.11	908.89	215.00	693.89	63.05
1-572-305-50	Education	1,200.00	175.00	175.00	1,025.00	0.00	1,025.00	85.42
	E02 Sub Totals:	282,700.00	126,095.37	126,095.37	156,604.63	41,075.40	115,529.23	40.87
.03	Capital Outlay							
1-572-606-30	Improvements O/T Buildings	60,000.00	1,755.96	1,755.96	58,244.04	1,200.00	57,044.04	95.07
1-572-606-40	Machinery & Equipment	80,596.00	56,921.77	56,921.77	23,674.23	17,310.23	6,364.00	7.90
	E03 Sub Totals:	140,596.00	58,677.73	58,677.73	81,918.27	18,510.23	63,408.04	45.10
	Expense Sub Totals:	791,099.00	348,927.67	348,927.67	442,171.33	59,585.63	382,585.70	48.36
	Dept 572 Sub Totals:	791,099.00	348,927.67	348,927.67	442,171.33	59,585.63		
	Fund Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund Expense Sub Totals:	791,099.00	348,927.67	348,927.67	442,171.33	59,585.63	382,585.70	48.36
	Fund 01 Sub Totals:	791,099.00	348,927.67	348,927.67	442,171.33	59,585.63		
	Revenue Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Totals:	791,099.00	348,927.67	348,927.67	442,171.33	59,585.63	382,585.70	48.36
	Report Totals:	791,099.00	348,927.67	348,927.67	442,171.33	59,585.63		

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

April, 28, 2015

Budget Transfer – Public Works (Boom Axe)

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

2. AGENDA:
PRESENTATION
PUBLIC HEARING
CONSENT
OLD BUSINESS
REGULAR

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

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

On March 30, 2015, Public Works Director Johnson requested a budget transfer for repairs to the boom axe. The boom axe was inoperable until necessary repairs were performed. In order to maintain City ditches on a timely basis, City Manager Fuller approved the budget transfer as an emergency.

ATTACHMENT:

- Public Works memo
- General ledger budget status report
- 3 repair quotes
- Equipment information
- Purchase order
- Budget transfer request

5. REQUESTED MOTION/ACTION:
Staff recommends the approval of the City’s Manager’s decision for emergency budget transfer.



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
Meiba Covey
Pam Henderson
Bob Pelletier
Ralph L. Hollister

MEMORANDUM

DATE: March 30, 2015
TO: J. Michael Fuller,
City Manager
FROM: Larry Johnson, *LJ*
Public Works Director
RE: Request for Budget Transfer

*Approved as
Emergency
LJF
4/9/2015*

I request approval for a budget transfer from Capital, Machinery and Equipment to R&M Machinery & Equipment. The amount budgeted in Capital is over the portion needed for the cherry picker being divided with Leisure Services. The 2007 Boom Axe needs repair and this money will go to those repairs. Attached are the three required quotes. The lowest quote is from Construction Sales and Services, Inc. and is only good for thirty (30) days.

Thank you.

LJ/ttd

Attachment

cc: Beverly Waldrip

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: 850-871-2414

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

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

General Ledger

Budget Status

User: dixon.t
 Printed: 3/30/2015 - 10:17 AM
 Period: 1 to 6, 2015



Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Fund 01	General Fund							
Dept 01-541	Street Department							
E01	Personnel Services							
01-541-101-20	Regular Salaries	379,847.00	170,359.32	170,359.32	209,487.68	0.00	209,487.68	55.15
01-541-101-35	Cell Phone Allowance	1,200.00	450.00	450.00	750.00	0.00	750.00	62.50
01-541-101-40	Overtime	3,150.00	155.70	155.70	2,994.30	0.00	2,994.30	95.06
01-541-101-50	Special Pay	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-541-101-60	Sale of Annual Leave	0.00	1,287.60	1,287.60	-1,287.60	0.00	-1,287.60	0.00
01-541-101-99	CA - Streets - Personal Svcs	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-541-102-10	FICA Taxes	23,745.00	9,975.13	9,975.13	13,769.87	0.00	13,769.87	57.99
01-541-102-11	Medicare Taxes	5,553.00	2,332.84	2,332.84	3,220.16	0.00	3,220.16	57.99
01-541-102-20	Retirement Contrib	28,247.00	13,152.61	13,152.61	15,094.39	0.00	15,094.39	53.44
01-541-102-30	Group Insurance	59,828.00	17,073.96	17,073.96	42,754.04	0.00	42,754.04	71.46
01-541-102-40	Worker's Compensation	24,234.00	7,962.70	7,962.70	16,271.30	0.00	16,271.30	67.14
01-541-102-50	Unemployment Compensation	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E01 Sub Totals:	525,804.00	222,749.86	222,749.86	303,054.14	0.00	303,054.14	57.64
E02	Operating Expenses							
01-541-303-10	Engineering Services	5,250.00	0.00	0.00	5,250.00	0.00	5,250.00	100.00
01-541-303-11	Legal Fees (City Atty)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-541-303-40	Cleaning & Laundry	3,575.00	1,199.56	1,199.56	2,375.44	0.00	2,375.44	66.45
01-541-303-41	Other Contractual Service	20,000.00	644.14	644.14	19,355.86	4,570.70	14,785.16	73.93
01-541-303-99	CA - Streets - Operating Exp	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-541-304-00	Travel & Per Diem	210.00	0.00	0.00	210.00	0.00	210.00	100.00
01-541-304-20	Transportation/Postage	210.00	0.00	0.00	210.00	0.00	210.00	100.00
01-541-304-30	Utilities	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-541-304-31	Street Lighting	134,400.00	63,396.24	63,396.24	71,003.76	0.00	71,003.76	52.83
01-541-304-40	Rentals & Leases	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-541-304-50	Insurance	14,872.00	0.00	0.00	14,872.00	0.00	14,872.00	100.00
01-541-304-60	R & M Buildings & Grds	840.00	588.73	588.73	251.27	75.38	175.89	20.94
01-541-304-61	R & M - Machinery & Equipment	18,900.00	10,058.76	10,058.76	8,841.24	6,175.01	2,666.23	14.11
01-541-304-62	R & M Vehicles	12,600.00	1,452.48	1,452.48	11,147.52	1,880.99	9,266.53	73.54
01-541-304-65	R & M - IT Equipment	630.00	310.00	310.00	320.00	290.00	30.00	4.76
01-541-304-70	Printing & Binding	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-541-304-90	Other Current Charges	5,300.00	3,285.46	3,285.46	2,014.54	627.76	1,386.78	26.17
01-541-305-10	Office Supplies & Small Equip	630.00	518.34	518.34	111.66	10.50	101.16	16.06

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
01-541-305-20	Operating Supplies	8,756.00	1,651.15	1,651.15	7,104.85	1,953.81	5,151.04	58.83
01-541-305-21	Fuel & Lubricants	24,900.00	11,684.18	11,684.18	13,215.82	0.00	13,215.82	53.08
01-541-305-22	Uniforms	975.00	416.69	416.69	558.31	149.71	408.60	41.91
01-541-305-30	Road Materials & Supplies	172,928.00	1,285.10	1,285.10	171,642.90	12,156.40	159,486.50	92.23
01-541-305-40	Books, Publications, & Dues	1,025.00	380.26	380.26	644.74	0.00	644.74	62.90
01-541-305-50	Education	1,420.00	430.00	430.00	990.00	100.00	890.00	62.68
	E02 Sub Totals:	427,421.00	97,301.09	97,301.09	330,119.91	27,990.26	302,129.65	70.69
	E03							
01-541-606-10	Capital Outlay							
01-541-606-20	Paving	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-541-606-30	Buildings	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-541-606-30	Improvements O/T Buildings	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-541-606-40	Machinery & Equipment	157,200.00	139,579.73	139,579.73	17,620.27	0.00	17,620.27	11.21
01-541-606-41	Office Machinery & Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-541-606-50	Drainage Projects	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-541-606-65	Construction In Progress	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E03 Sub Totals:	157,200.00	139,579.73	139,579.73	17,620.27	0.00	17,620.27	11.21
	Expense Sub Totals:	1,110,425.00	459,630.68	459,630.68	650,794.32	27,990.26	622,804.06	56.09
	Dept 541 Sub Totals:	1,110,425.00	459,630.68	459,630.68	650,794.32	27,990.26	622,804.06	56.09
	Fund Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund Expense Sub Totals:	1,110,425.00	459,630.68	459,630.68	650,794.32	27,990.26	622,804.06	56.09
	Fund 01 Sub Totals:	1,110,425.00	459,630.68	459,630.68	650,794.32	27,990.26	622,804.06	56.09
	Revenue Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Totals:	1,110,425.00	459,630.68	459,630.68	650,794.32	27,990.26	622,804.06	56.09
	Report Totals:	1,110,425.00	459,630.68	459,630.68	650,794.32	27,990.26	622,804.06	56.09



675 W. James Lee Blvd.
 Crestview, FL 32536
 PH: 850-683-9186
 Fax: 850-683-4570

**Construction Sales
& Service, Inc.**

Quote:

To: P. Preston From: Construction Sales & Service
 Email: PPhillips@cityofCallaway.com Pages: 1
 Phon: 850-871-1780 Date: 3-27-15
 Re: MF 593 cab and boom cutter
Pick up & delivery Clutch & labor.

#	Part Number	Description	Qty	Price
1.		Pick up & Delivery		\$650.00
2.				
3.		Labor	28 HRS	\$2,030.00
4.				
5.		Flywheel Surfacing		\$150.00
6.				
7.		Clutch & Pressure Plate		\$1,200.00
8.				
9.				
10.		Quote good for		
11.		30 days		
12.				
13.				
14.				
15.		total		4,030.00
	FYI: Prices are good for 30 days from date of quote.		Estimated Freight	\$100.00
			Total (estimated because of freight)	\$4,130.00

Tractor & Equipment CO.
3305 HWY 77 NORTH
PANAMA CITY, FL 32405
850-763-4654

City of Callaway
Attention: Mike
RE: Massey Ferguson

Date: 03-30-2015

Tractor & Equipment Co. is pleased to quote for your consideration the following labor to:

Remove all necessary components to separate machine for clutch replacement. Remove clutch and flywheel assembly. Machine flywheel and install new clutch assembly. Reinstall all removed components, refill with oil, make necessary adjustments, and test run machine.

Parts and Labor: \$5,320.00

Price does not include any unforeseen other needed repairs.

Thank you for this opportunity to quote. Please feel free to call if you have any questions or concerns.

Sincerely,



Travis Howell

City of Callaway
 6623 Omoko St
 Callaway , FI 32404 USA
 Phone: 850-871-1780 Fax: 850-871-2416

Unit Information

Equip Num 036

Date 3/27/2015

Equip Desc '07 Massey Ferguson 593 / Motrim

General Information

Location	Yard				
Department Or Area	541 Streets	Date Activated		Purchase Date	
Type	Tractor	Date Inactivated		Purchase Price	\$0.00
Make	Massey Ferguson	Fuel Type	Diesel	PM Based On	Hours AND Days
Model	593	Default MPG	0	Number Of Axles	0
Year	2007	Capital Equip #		Number Seats	0
Vin#	8027BR38015	Purchase Order#		Fuel/Gas Card #	036
Engine Type	Perkins 1104C-44T	Lease Or Own		Tire Size(s)	14.9-24 18.4-34
Condition	Good	Owner	0		

License Information

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

Odometer/ Hours Information

Beginning Odometer	83670
Current Odometer	83670
Current Odometer Date	10/30/2013
Beginning Hours	10
Current Hours	4396
Current Hours Date	12/23/2014

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 Weigh	0
Licensed/Gross Weight	0
Unladen Weight	0

Purchase Orders

Requisitions Approval Proof List

User: dixon.t
 Printed: 04/07/2015 - 7:53 AM
 Batch: 00017.04.2015



Line Item	Account	Item	Vendor	Task	Type	Description	Price	Quantity	Unit	Amount
1	0002040	01-541-304-61	Creator: dixon.t CONS234		Dept: 541	Repair of older Boom Axe	4,130.00	1.00	EA	4,130.00
Requisition 0002040 Total:										4,130.00
Report Total:										4,130.00

Handwritten signature and date: M. Dixon 4/7/15



BUDGET TRANSFER REQUEST

Department Public Works - Street - 41 AMOUNTS MUST BE IN WHOLE DOLLARS

Account #	Account Description	CURRENT Budget Amt	Requested Increase	Requested Decrease	REVISED Budget Amt	Explanation for Request
01-541-606-40	Machinery & Equipment	\$157,200		\$7,600	\$149,600	Portion of cherry picker lowered.
01-541-304-61	R&M Machinery & Equipment	\$18,900	\$7,600		\$26,500	Needed repairs for 2007 Boom Axe
		\$176,100	\$7,600	\$7,600	\$176,100	
APPROVALS						
Department Head					Date:	3/30/2015
City Manager					Date:	4/17/15
Finance					Date:	
Special Operations					Date:	

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

April 28, 2015

Budget Transfer Requests (General Fund)

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

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

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

The General Fund Revenues and various departments need to transfer funds at this time to comply with detail level of budget control requirements. Over budget revenue line items are amended and distributed to deficient expenditure line item budgets.

ATTACHMENT:

- Budget Request Form - General Fund Revenues to Deficient Departments

5. REQUESTED MOTION/ACTION:
Staff recommends to approve.



BUDGET TRANSFER REQUEST

AMOUNTS MUST BE IN WHOLE DOLLARS

Department General Fund Revenues and Various Departments

Account #	Account Description	CURRENT Budget Amt	Requested Increase	Requested Decrease	REVISED Budget Amt	Explanation for Request
Revenues						
01-320-329-10	Other Licenses & Permits	\$ 1,000.00	\$ 2,500.00		\$ 3,500.00	To comply with detail level of budget control requirements, over budget revenue line items are amended and distributed to deficient expenditure line item budgets.
01-320-329-20	Comp Plan & LDR Permits	500.00	3,100.00		3,600.00	
01-340-341-30	Lien Search Fees	-	7,500.00		7,500.00	
01-340-349-10	Foreclosure Registrations	-	1,000.00		1,000.00	
01-360-362-35	Rec Complex Facility Rentals	100.00	1,100.00		1,200.00	
			15,200.00			
Expenditures						
01-511-304-80	Commission - Promotional Activities	500.00	175.00		675.00	
01-512-101-60	City Manager - Sale of Leave	-	1,539.00		1,539.00	
01-512-304-00	City Manager - Travel & Per diem	320.00	680.00		1,000.00	
01-512-305-10	City Manager - Office Supplies	280.00	1,020.00		1,300.00	
01-512-305-40	City Manager - Books, Publications & Dues	-	250.00		250.00	
01-512-304-65	City Manager - R&M - IT Equipment	3,400.00	3,553.00		6,953.00	
01-513-101-60	Finance - Sale of Annual Leave	-	795.00		795.00	
01-513-305-40	Finance - Publications & Dues	1,000.00	300.00		1,300.00	
01-513-304-65	Finance - R&M IT Equipment	2,600.00	1,500.00		4,100.00	
01-513-304-70	Finance - Printing and Binding	-	100.00		100.00	
01-515-304-61	Planning - R & M Machinery & Equipment	500.00	700.00		1,200.00	
01-515-304-62	Planning - Vehicles	500.00	300.00		800.00	
01-515-304-90	Planning - Other Current Charges	1,000.00	3,000.00		4,000.00	
01-541-101-60	Streets - Sale of Annual Leave	-	1,288.00		1,288.00	
			15,200.00			
		\$ -			\$ -	

APPROVALS

Department Head _____

[Signature]

City Manager _____

Commission _____

Finance _____

Date: _____

Date: 4/24/15

Date: _____

Date: _____

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

April, 28, 2015

Budget Transfer Request – General Government

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

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

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

This transfer is to account for general fund revenues in the General Fund. Also to account for the receipt of franchise fees in the Water & Sewer Enterprise Funds as transfers from the General Fund and not as revenues.

ATTACHMENT:

- Budget Transfer Form - General Government

5. REQUESTED MOTION/ACTION:
Staff recommends the approval of the Budget Transfer from General Fund to Enterprise Funds.



BUDGET TRANSFER REQUEST

AMOUNTS MUST BE IN WHOLE DOLLARS

Department General Government

Account #	Account Description	CURRENT Budget Amt	Requested Increase	Requested Decrease	REVISED Budget Amt	Explanation for Request
01-320-323-10	Electric Franchise Fees	\$ -	\$ 965,000.00		\$ 965,000.00	To account for general fund revenues in the General Fund. Also to account for the receipt of franchise fees in the Water & Sewer Enterprise Funds as transfers from the General Fund and not as revenues.
01-320-323-40	Gas Franchise Fees	-	84,000.00		84,000.00	
01-581-909-41	Transfer to Water	-	761,000.00		761,000.00	
01-581-909-42	Transfer to Sewer	-	288,000.00		288,000.00	
41-320-323-10	Electric Franchise Fees	705,000.00		705,000.00	-	
41-320-323-40	Gas Franchise Fees	56,000.00		56,000.00	-	
42-320-323-10	Electric Franchise Fees	260,000.00		260,000.00	-	
42-320-323-40	Gas Franchise Fees	28,000.00		28,000.00	-	
41-380-382-10	Transfer from General Fund	-	761,000.00		761,000.00	
42-380-382-10	Transfer from General Fund	-	288,000.00		288,000.00	
					-	
					-	

APPROVALS

Department Head _____ Date: _____

City Manager *[Signature]* _____ Date: 4/24/15

Commission _____ Date: _____

Finance _____ Date: _____

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

April, 28, 2015

Budget Transfer – Fire Department

<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>
<p>3. IS THIS ITEM BUDGETED (IF APPLICABLE)?: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/></p>	
<p>4. BACKGROUND: (WHY, WHAT, WHO, WHERE, WHEN, HOW, & IDENTIFY ALL ATTACHMENTS)</p> <p>Chief Joyner has requested a budget request to purchase airbags for critical rescue at a cost savings. Due to having employees on FMLA, he requests the funds from salaries not being used be used to purchase the equipment.</p> <p>ATTACHMENT:</p> <ul style="list-style-type: none"> Budget Transfer Request 	
<p>5. REQUESTED MOTION/ACTION: Staff recommends approval of budget request for Fire Department.</p>	

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

April, 28, 2015

Budget Transfer Request – Leisure Services Department

<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>
---	--

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

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

This budget transfer is required due to the Leisure Services Department requiring more temporary help than had been planned during the budget workshops. The reason for needing more temporary help is that we have had several vacancies in critical areas. Also, the Leisure Services Department Head deleted the cell phone usage funds at the beginning of this fiscal year.

ATTACHMENT:

- Budget Transfer Form - Leisure Services Department

5. REQUESTED MOTION/ACTION:
Staff recommends the approval to move the funds in the Leisure Services Department into the needed areas.



BUDGET TRANSFER REQUEST FY 15

Department Leisure Services AMOUNTS MUST BE IN WHOLE DOLLARS

Account #	Account Description	CURRENT Budget Amt	Requested Increase	Requested Decrease	REVISED Budget Amt	Explanation for Request
01-572-101-20	Regular Salaries	\$ 251,056.00		\$ 14,400.00	\$ 236,656.00	Not needed due to vacant positions.
01-572-303-41	Other Contractual Service	\$ 54,700.00	\$ 15,000.00		\$ 69,700.00	Temporary help due to vacancies.
01-572-101-35	Cell Phone Allowance	\$ 600.00		\$ 600.00	-	Not being used by LS Director
Column TOTALS		\$ 306,356.00	\$ 15,000.00	\$ 15,000.00	\$ 306,356.00	Total Increases MUST equal Total Decreases

APPROVALS

Department Head _____ Date: 4-15-15

City Manager *[Signature]* _____ Date: 4/17/15

Finance _____ Date: _____

System Operator by _____ Date: _____

Purchase Orders

Requisitions Approval Proof List

User: ellis.m

Printed: 04/15/2015 - 1:45 PM

Batch: 00042.04.2015



Line Item	Account	Item	Vendor	Task	Type	Description	Price	Quantity	Unit	Amount
1	01-572-303-41		Creator: ellis.m SNEL300		Dept: 572	Description: SNELLING TEMP	14.04	1,028.00	hours	14,433.12
Requisition 0002062 Total:										14,433.12

Report Total: 14,433.12

DeRose 4-15-15

JME 4/17/15

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

April, 28, 2015

FY 2016 Budget Planning – Tentative Schedule

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

2. AGENDA:
PRESENTATION
PUBLIC HEARING
CONSENT
OLD BUSINESS
REGULAR

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

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

ATTACHMENT:

- Tentative Schedule

5. REQUESTED MOTION/ACTION:
Informational purpose

FY 2016 Budget Planning - Tentative Schedule

April 24, 2015

April 23 rd	Department Head Meeting	Initial Budget Scheduling/Planning
April 30 th	Department Head Meeting	Operational Needs/Expenditures
May 7 th	Department Head Meeting	Capital Projects & Expenditures
May 14 th	Department Head Meeting	Insurance/Benefits Projections
<u>May 26th</u>	<u>Budget Workshop</u>	<u>Insurance/Benefits - Presentation from Broker</u>
May 28 th	Department Head Meeting	Personnel/Staffing Needs, Misc Expenditures
<u>June 16th</u>	<u>Budget Workshop</u>	<u>Budget - General Fund & Capital Items</u>
July 2 nd	Department Head Meeting	Revenue Projections - Property Tax, etc.
<u>July 14th</u>	<u>Budget Workshop</u>	<u>Revenues, Health Ins, Retirement Projections</u>
<u>August 11th</u>	<u>Budget Workshop</u>	<u>Budget - Water/Sewer/Solid Waste Enterprise Funds</u>
<u>September 8th</u>	<u>1st Budget Hearing</u>	<u>Tentative Budget & Property Tax Levy</u>
<u>September 22nd</u>	<u>2nd/Final Budget Hearing</u>	<u>Final/Adopt Budget & Property Tax</u>

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

April, 28, 2015

Construction Agreement for 7th Street Sidewalk Project

<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 City advertised for construction bids for the 7th Street Sidewalk LAP Project and received eight bids. After the City's engineers reviewed and compared the bids, and confirmed that the contractors were FDOT Certified, they recommended North Florida Construction, Inc. as the lowest responsive bidder. FDOT concurs with the City's recommendation.

ATTACHMENT:

- Public Works Memo
- FDOT Concurrence Memo
- Preble-Rish Award Recommendation Memo
- Notice of Award
- Agreement
- Bid Tabulation Sheet
- Purchase Order

5. REQUESTED MOTION/ACTION:
Staff recommends awarding Construction Agreement to North Florida Construction, Inc.



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

Mayor
Thomas W. Abbott

Commissioners
Melba Covey
Pam Henderson
Bob Pelletier
Ralph L. Hollister

MEMORANDUM

DATE: April 8, 2015

TO: J. Michael Fuller,
City Manager

FROM: Larry Johnson, *LJ*
Public Works Director

RE: Construction Agreement and Purchase Order for FDOT LAP 7th Street
Sidewalk Project, FPID: 433565-1-58-01

Please see the attached letter of recommendation for North Florida Construction, Inc. from Preble Rish, Inc., for the above referenced project, along with the concurrence letter from FDOT. I have also prepared a requisition in the amount of \$94,751.43 from account number 31-330-334-76.

I concur with Preble Rish, Inc. in recommending awarding the construction bid to North Florida Construction, Inc. as the lowest qualified responsive bidder.

Thank you.

LJ/ttd

Attachment

Fire Department Center P: 850-871-2763 F: 850-871-5564	Leisure Services P: 850-874-0031 F: 850-874-9777	Planning / Code Enforcement P: 850-871-4672 F: 850-871-2404	Public Works P: 850-871-1035 F: 850-871-2416	Arts & Conference P: 850-874-0035 F: 850-874-0796
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"This institution is an equal opportunity provider, and employer."



Florida Department of Transportation

RICK SCOTT
GOVERNOR

1074 Highway 90
Chipley, FL 32428

JIM BOXOLD
SECRETARY

April 6, 2015

Mr. Larry Johnson, Public Works Director
City of Callaway
6601 East Highway 22
Callaway, FL 32404

Re: Concurrence to Award Construction Contract
Construction of Seventh Street Sidewalk Project
FPID No. 433565-1-58-01

Dear Mr. Johnson:

We have received the bids for the referenced project and concur with the City's recommendation to award to the lowest responsive bidder, North Florida Construction, Inc.

Please provide at least two weeks notice of the pre-construction meeting date. Also, as a reminder, supplemental agreements and/or change orders must be approved by the District LAP Administrator prior to execution of any agreements.

If you have any questions, I can be reached toll free at 1-888-638-0250, extension 1227 or via e-mail at dustin.castells@dot.state.fl.us.

Sincerely,

Dustin Castells
District 3 LAP Administrator

Cc: Wanda Syfrett, District 3 EEO
FDOT Panama City Operations

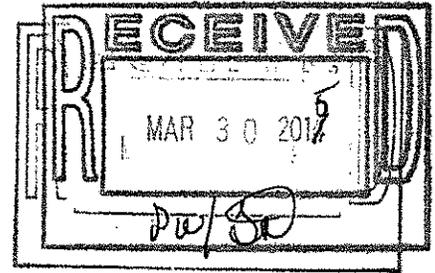


PREBLE-RISH INC

March 25, 2015

Via Email: mfuller@cityofcallaway.com

Mr. Michael Fuller
City Manager
City of Callaway
6601 East Highway 22
Callaway, Florida 32404



Re: City of Callaway – 7th Street Sidewalk Project
Award Recommendation
FPID #433565-1-38-01
PRI Project No. 220.024

Dear Mr. Fuller:

On behalf of the City of Callaway (City), Preble-Rish, Inc. (PRI) received bids from eight contractors for the City of Callaway – 7th Street Sidewalk Project on March 17, 2015 at 2:00 p.m. CST.

A detailed Engineer-Certified Bid Tabulation is attached and labeled as Exhibit A.

The lowest responsive bidder was *North Florida Construction, Inc.* (hereinafter referred to as *NFC*). FDOT and PRI recommend that the City award *NFC* the contract for \$94,751.43.

In addition, we are submitting three copies of the Agreement (Section 00050) and two copies of the Notice of Award (00080) for the City's review and execution by the City Council (see Exhibit B).

If you have any questions or comments, please give me a call at 850.522.0644.

Sincerely,
PREBLE-RISH, INC.

Jonathan Sklarski, P.E.
Senior Project Manager

JS/sp

ENCLOSURES

cc: Ms. Tina Dixon, City of Callaway (via email at tdixon@cityofcallaway.com)

K:\220.024 7th Street Sidewalk Project\SPECS\Bidding\Contract Award Documents\220.024_Fuller_Award Recommendation_03 25 15.docx

203 ABERDEEN PARKWAY, PANAMA CITY, FL 32405 P (850) 522-0644 F (850) 522-1011

PORT ST. JOE • BLOUNTSTOWN • SANTA ROSA BEACH
FT. WALTON BEACH • FREEPORT • TALLAHASSEE • MONTICELLO • QUINCY • CRAWFORDVILLE
CROSS CITY • LAKE CITY • MARIANNA • DAPHNE, AL • PORT-AU-PRINCE, HAITI

Exhibit B

Agreement (Section 00050)

Notice of Award (Section 00080)

**SECTION 00080
NOTICE OF AWARD**

TO: North Florida Construction, Inc.

PROJECT DESCRIPTION: 7th STREET SIDEWALK CONSTRUCTION

The OWNER has considered the Bid submitted by you for the above-described Work in response to its Advertisement for Bids dated February 20, 21, 22, 2015, and Information for Bidders.

You are hereby notified that your Bid has been accepted in the amount of Ninety four thousand seven hundred fifty-one and 43/100 Dollars (\$ 94,751.43)
As stated in the Information for Bidders, you are required to execute the Agreement and furnish the required CONTRACTOR's Performance Bond, Payment Bond, and certificates of insurance within 10 calendar days from the date you receive this Notice of Award.

If you fail to execute said Agreement and furnish said Bonds within 10 calendar days from the date of this Notice of Award, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the OWNER.

Dated this _____ day of _____, 2015.

CITY OF CALLAWAY, FLORIDA

By: _____

Title: City Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By: North Florida Construction, Inc. (Company Name).

This the _____ day of _____, 2015

By: Clifford Newsome (Print and Sign Name).

Title: President

END OF SECTION

**SECTION 00050
AGREEMENT**

This Agreement, made this _____ day of March 2015, by and between, City of Callaway hereinafter called "OWNER" and North Florida Construction, Inc. doing business as Corporation hereinafter called "CONTRACTOR."

WITNESSETH: That for and in consideration of the payments and agreements herein after mentioned:

- A. The CONTRACTOR will commence and complete construction of the **City of Callaway – 7th Street Sidewalk Construction.**
- B. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the Project described herein.
- C. The CONTRACTOR will commence the Work required by the Contract Documents within 10 calendar days after the date of the Notice to Proceed and will substantially complete the Project within **100** consecutive calendar days and fully complete the Project within **30** days thereafter, unless the period for completion is otherwise extended by the Contract Documents. Liquidated damages for failure to fully complete the Project within the specified time will be set at **\$250.00** per day.
- D. The CONTRACTOR agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of Ninety four thousand. seven hundred fifty-one and 43/100----- Dollars (\$ 94,751.43) or as shown in the Bid.
- E. The term "CONTRACT DOCUMENTS" means and includes the following:
 - 1. ADVERTISEMENT FOR BIDS (SECTION 00010)
 - 2. INFORMATION FOR BIDDERS (SECTION 00020)
 - 3. BID (SECTION 00030)
 - 4. AGREEMENT (SECTION 00050)
 - 5. PERFORMANCE BOND (SECTION 00060)
 - 6. PAYMENT BOND (SECTION 00070)
 - 7. NOTICE OF AWARD (SECTION 00080)
 - 8. NOTICE TO PROCEED (SECTION 00090)
 - 9. APPLICATION AND CERTIFICATION FOR PAYMENT (SECTION 00096)
 - 10. CHANGE ORDER (SECTION 00097)

- 11. GENERAL CONDITIONS (SECTION 00100)
- 12. SUBMITTALS (SECTION 01340)
- 13. PROJECT CLOSEOUT (SECTION 01705)
- 14. APPENDIX A – FDOT CONTRACT REQUIREMENTS
- 15. APPENDIX B – PLANS PREPARED BY PREBLE-RISH INC.
- 16. APPENDIX C – PERMITS
- 17. APPENDIX D – ADDENDA

No. 1, dated February 26, 2015

No. _____, dated _____, 2015

- F. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.
- G. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
- H. This is a Federal Aid Project and is subject to all provisions for Federal Aid Construction Contract known as FHWA 1273 and shall comply with all applicable procedures, guidelines, manuals, standards and directives as described in the FOOT Local Agency Program Manual. The contractor will also be responsible for including these requirements in any subcontract.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

(SEAL)

OWNER

ATTEST:

CITY OF CALLAWAY

BY _____
(Signature)

BY _____
(Signature)

NAME Sandra Hirth
(Please Type)

NAME J. Michael Fuller

TITLE City Clerk

TITLE City Manager

Date

(SEAL)

CONTRACTOR

ATTEST:

BY _____
(Signature)

BY _____
(Signature)

NAME _____
(Please Type)

NAME Clifford Newsome
(Please Type)

TITLE _____

TITLE President

Date

ADDRESS: P.O. Box 129
Clarksville, FL 32430

Employer Identification Number _____

END OF SECTION



BID OPENING - DETAILED BID TAB
 CITY OF CALLAWAY - 7TH STREET SIDEWALK PROJECT
 PRI PROJECT NUMBER: 220.024
 FRI # 43355-1-58-01



Bid Item	Bid Description	Qty	BCL Civil Contractors		Las Contracting Corp.		GAC Contractors		I-C Contractors		Hale Contracting		Gulf Coast Utility Contractors, LLC		Sikes Concrete		North FL Construction	
			Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
0101-1	MOBILIZATION	1	\$ 10,000.00	\$ 10,000.00	\$ 7,000.00	\$ 7,000.00	\$ 17,982.68	\$ 17,982.68	\$ 2,273.60	\$ 2,273.60	\$ 40,000.00	\$ 40,000.00	\$ 12,500.00	\$ 12,500.00	\$ 2,275.00	\$ 2,275.00	\$ 8,000.00	\$ 8,000.00
0102-1	MAINTENANCE OF TRAFFIC	1	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00	\$ 12,709.40	\$ 12,709.40	\$ 7,382.10	\$ 7,382.10	\$ 18,000.00	\$ 18,000.00	\$ 10,000.00	\$ 10,000.00	\$ 11,310.00	\$ 11,310.00	\$ 10,000.00	\$ 10,000.00
104-10-3	SEDIMENT BARRIER	2395	\$ 3.00	\$ 7,185.00	\$ 2.50	\$ 5,987.50	\$ 1.82	\$ 4,358.90	\$ 4.03	\$ 9,651.65	\$ 6.25	\$ 14,954.00	\$ 1.50	\$ 3,592.50	\$ 1.80	\$ 4,311.00	\$ 1.00	\$ 2,395.00
110-1-1	CLEARING AND GRUBBING	0.90	\$ 6,500.00	\$ 5,850.00	\$ 4,000.00	\$ 3,600.00	\$ 6,477.77	\$ 5,829.69	\$ 20,615.32	\$ 18,553.79	\$ 10,000.00	\$ 9,000.00	\$ 10,000.00	\$ 9,000.00	\$ 6,640.00	\$ 5,070.00	\$ 1,765.00	\$ 1,589.40
120-1	REGULAR EXCAVATION	300	\$ 12.00	\$ 3,600.00	\$ 60.00	\$ 18,000.00	\$ 10.47	\$ 3,141.00	\$ 15.23	\$ 4,569.00	\$ 13.50	\$ 4,050.00	\$ 16.00	\$ 4,800.00	\$ 14.50	\$ 4,350.00	\$ 4.50	\$ 1,350.00
120-6	EMBANKMENT	192	\$ 23.00	\$ 4,416.00	\$ 40.00	\$ 7,680.00	\$ 9.33	\$ 1,791.36	\$ 16.00	\$ 3,072.00	\$ 30.00	\$ 5,760.00	\$ 19.00	\$ 3,642.00	\$ 22.00	\$ 4,224.00	\$ 11.00	\$ 2,112.00
162-1-11	FINISH SOIL LAYER	2865	\$ 4.00	\$ 11,460.00	\$ 5.00	\$ 14,325.00	\$ 2.05	\$ 5,873.25	\$ 4.39	\$ 12,577.35	\$ 4.00	\$ 11,460.00	\$ 3.50	\$ 10,072.50	\$ 2.00	\$ 5,730.00	\$ 1.50	\$ 4,297.50
400-0-11	CONCRETE CLASS WS, GRAVITY WALL	8	\$ 900.00	\$ 7,200.00	\$ 700.00	\$ 5,600.00	\$ 513.85	\$ 4,110.80	\$ 1,141.62	\$ 9,132.96	\$ 1,000.00	\$ 8,000.00	\$ 525.00	\$ 4,200.00	\$ 780.00	\$ 6,240.00	\$ 550.00	\$ 4,400.00
425-6	VALVE BOXES, ADJUST ALUMINUM	6	\$ 850.00	\$ 5,100.00	\$ 450.00	\$ 2,700.00	\$ 282.35	\$ 1,694.10	\$ 294.35	\$ 1,766.10	\$ 750.00	\$ 4,500.00	\$ 750.00	\$ 4,500.00	\$ 75.00	\$ 450.00	\$ 150.00	\$ 900.00
515-1-2	PIPE HANDRAIL - GUIDERAIL	45	\$ 75.00	\$ 3,375.00	\$ 79.00	\$ 3,555.00	\$ 62.90	\$ 2,830.50	\$ 533.92	\$ 24,028.40	\$ 125.00	\$ 5,625.00	\$ 55.00	\$ 2,475.00	\$ 90.00	\$ 4,050.00	\$ 50.00	\$ 2,250.00
520-1-10	CONCRETE CURB & GUTTER	30	\$ 35.00	\$ 1,050.00	\$ 28.00	\$ 840.00	\$ 20.90	\$ 627.00	\$ 116.08	\$ 3,482.40	\$ 45.00	\$ 1,350.00	\$ 40.00	\$ 1,200.00	\$ 29.00	\$ 870.00	\$ 14.00	\$ 420.00
522-1	SIDEWALK CONC, 4" THICK	1266	\$ 95.00	\$ 120,270.00	\$ 34.00	\$ 43,044.00	\$ 34.40	\$ 43,580.40	\$ 52.65	\$ 66,554.90	\$ 40.00	\$ 50,840.00	\$ 30.75	\$ 50,323.50	\$ 47.50	\$ 60,125.00	\$ 30.00	\$ 45,576.00
527-1	DETECTABLE WARNING MATS	84	\$ 28.00	\$ 2,352.00	\$ 36.00	\$ 3,024.00	\$ 28.82	\$ 2,422.88	\$ 29.05	\$ 2,440.20	\$ 36.00	\$ 3,024.00	\$ 30.00	\$ 2,520.00	\$ 29.00	\$ 2,438.00	\$ 14.00	\$ 1,176.00
570-1-2	PERFORMANCE TURF, SOD	2865	\$ 3.50	\$ 10,027.50	\$ 7.00	\$ 20,055.00	\$ 5.26	\$ 15,127.20	\$ 3.98	\$ 11,431.35	\$ 5.25	\$ 15,041.25	\$ 3.50	\$ 10,072.50	\$ 5.00	\$ 14,325.00	\$ 1.90	\$ 5,443.50
571-1-11	PLASTIC EROSION MAT, TYPE 1	473	\$ 7.00	\$ 3,311.00	\$ 2.00	\$ 948.00	\$ 6.35	\$ 3,003.55	\$ 29.75	\$ 14,071.75	\$ 10.00	\$ 4,730.00	\$ 5.00	\$ 2,365.00	\$ 5.00	\$ 2,365.00	\$ 3.00	\$ 1,419.00
700-20-40	SINGLE POST SIGN, RELOCATE	3	\$ 150.00	\$ 450.00	\$ 125.00	\$ 375.00	\$ 87.45	\$ 262.35	\$ 65.26	\$ 195.78	\$ 200.00	\$ 600.00	\$	\$	\$	\$	\$	\$
711-111-23	THERMOPLASTIC, STD. WHITE, SOLID, 12"	521	\$ 8.50	\$ 4,428.50	\$ 8.00	\$ 4,168.00	\$ 9.88	\$ 4,678.56	\$ 9.46	\$ 4,928.66	\$ 10.00	\$ 5,210.00	\$ 12.50	\$ 6,512.50	\$ 11.00	\$ 5,731.00	\$ 4.20	\$ 2,188.20
711-111-25	THERMOPLASTIC, STD. WHITE, SOLID, 24"	22	\$ 4.50	\$ 99.00	\$ 12.00	\$ 264.00	\$ 15.74	\$ 346.28	\$ 13.46	\$ 296.12	\$ 20.00	\$ 440.00	\$ 25.00	\$ 550.00	\$ 22.00	\$ 484.00	\$ 8.40	\$ 184.80
MISC. 1	6" PVC (INCLUDING MES)	20	\$ 52.00	\$ 1,040.00	\$ 25.00	\$ 500.00	\$ 101.44	\$ 2,028.80	\$ 13.86	\$ 277.20	\$ 75.00	\$ 1,500.00	\$ 125.00	\$ 2,500.00	\$ 11.00	\$ 220.00	\$ 12.00	\$ 240.00
MISC. 2	DEMO CONCRETE	1	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 1,168.00	\$ 1,168.00	\$ 2,067.05	\$ 2,067.05	\$ 1,989.75	\$ 1,989.75	\$ 7,500.00	\$ 7,500.00	\$ 900.00	\$ 900.00	\$ 660.00	\$ 660.00
MISC. 3	RELOCATE BUS STOP	1	\$ 1,200.00	\$ 1,200.00	\$ 500.00	\$ 500.00	\$ 1,458.78	\$ 1,458.78	\$ 1,461.60	\$ 1,461.60	\$ 1,000.00	\$ 1,000.00	\$ 6,750.00	\$ 6,750.00	\$ 400.00	\$ 400.00	\$ 150.00	\$ 150.00
	TOTAL BID			\$ 207,294.00		\$ 145,863.50		\$ 135,000.00		\$ 200,773.44		\$ 204,384.00		\$ 163,923.50		\$ 135,882.00		\$ 94,751.43
	RECEIPT OF ADDENDUM NO. 1																	

NOTES:
 1. Hale Contracting has a calculation error in Bid Item 14-10-3
 2. BCL Civil Contractors has calculation errors in Bid Items 522-1 and 527-1

ENGINEER'S CERTIFIED BID TABULATION
 The ENGINEER certifies that all bids received on March 17, 2015 at 2:00 p.m. at the City of Callaway City Hall, were tabulated above for accuracy. To the ENGINEER'S knowledge all bids were submitted and received in accordance with the Contract Documents.
 The ENGINEER certifies that the apparent lowest responsive bidder is: North Florida Construction
 The ENGINEER certifies that the lowest responsive bid amount is: \$54,751.43

By: Date: 03-25-15
 Jonathan Shirek, P.E., Senior Project Manager
 Preble-Rish, Inc. (PRI)
 Florida-Registered Professional Engineer (PE # 67361)

Purchase Orders

Requisitions Approval Proof List

User: Bowley.C

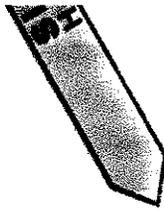
Printed: 04/03/2015 - 3:15 PM

Batch: 00001.04.2015



Line Item	Account	Item	Vendor	Task	Type	Description	Price	Quantity	Unit	Amount
1	0002024	31-541-606-30	Creator: dixon.t NORT028		Dept: 519	Design Contract for LAP Project on Bob Little Rd.	94,751.43	1.00	EA	94,751.43
Requisition 0002024 Total:										94,751.43
Report Total:										94,751.43

fg 4-7-15



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

April 28, 2015

Development Order Approval – Northstar Church – 162 N. Tyndall Parkway

<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>
---	--

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

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

Panhandle Engineering, Inc. has submitted a Development Order Application and site development plans on behalf of Northstar Church, Inc. a church at 162 N. Tyndall Parkway. The subject parcel is zoned Institutional Professional and the adjacent properties are zoned Commercial and Residential and located within the Central Corridors Urban Design Overlay District. The owner intends to develop the site which will include a 5,625 sq. ft. sanctuary building, enhancements to the parking lot, and installation of new landscaping. City staff has reviewed the plans for the Northstar Church, and have no outstanding issues or concerns and has found that the plans meet the requirements of the Central Corridors Urban Design Overlay District, LDR, and Comprehensive Plan.

ATTACHMENT:

- Draft Copy of the Development Order
- Building Elevations
- Location Map

5. REQUESTED MOTION/ACTION:
Staff recommends Commission approval of the Development Order for the Northstar Church at 162 N. Tyndall Parkway.

**CITY OF CALLAWAY
DEVELOPMENT ORDER**

Project: Northstar Church
Location: 162 N. Tyndall Parkway
Address: 162 N. Tyndall Parkway, Callaway, FL 32404 (Parcel # 06354-000-000)
Developer: Northstar Church, Inc.
Engineer: Panhandle Engineering, Inc.
Date: April ____, 2015
Flood Zone: X
Designated Zoning/Land Use District: Institutional Professional
(Central Corridors Urban Design Overlay District)
Adjacent Zoning/Land Use District(s): Commercial / Commercial / Residential

An authorization to proceed with the 5,625 sq. ft. Sanctuary building development in accordance with the site plans and details dated February 12, 2015 and attached hereto as Exhibit "A" is hereby approved. This approval outlines all of the agreements, conditions, and understandings pertinent to development approval. No on-site development activity shall commence prior to receiving final development authorization from the City Building Department and the City Planning Department. The applicant understands and agrees that no on-site development activity shall commence prior to the issuance of all applicable County, State, and Federal permits or authorization.

The development authorization may be revoked or suspended upon determination that conditions related to the development activity have been changed or have been altered by the developer from those conditions that were prevailing at the time of development approval, or are not in compliance with the conditions of approval. Revocation of a development authorization shall immediately cause the cessation of all construction and work associated with the project. The development authorization shall supersede all other permits and revocation of same will result in all other permits associated with development on the site being suspended. A suspended, withdrawn, or revoked development authorization may be reissued upon the satisfactory correction of the deficiencies.

Final issuance of this permit is subject to applicable County, State, and Federal rules and regulations, and is subject to the terms and conditions of the City's Land Development Regulations, Comprehensive Growth Development Plan and applicable ordinances. No Certificate of Acceptance or Certificate of Occupancy will be issued until a copy of as-built(s) and certificates of completion for all applicable jurisdictional permits are submitted to the City.

Concurrency Management

This approval acknowledges that the development order application and project submission have adequately addressed the requirements of the City's Concurrency Management System as set out in the Comprehensive Growth Development Plan and Land Development Regulations.

A Certificated of Concurrency for this project will be issued by the City Planning Department concurrent with this Development Order and attached hereto as Exhibit "B".

Land Use Designation

This acknowledges that this project is located in a properly zoned district for a sanctuary building as proposed by the attached plans. The land use designation is consistent with the Future Land Use map of the City of Callaway Comprehensive Growth Development Plan.

Building Construction Permits

All building construction permits for this project, including electrical, gas, mechanical, plumbing, and fire protection sprinkler permits, will be issued by the City Building Department.

Site Clearing, Grading, Filling Permit

An authorization to proceed with site clearing, grading, and filling in accordance with the site plans and details dated February 12, 2015 is hereby approved. Land clearing operations shall not create a drainage problem for the adjacent land or adjacent public right-of-ways. All stormwater shall be retained on site during clearing and after clearing until such time that stormwater can be handled in accordance with the approved development plans.

Land clearing operations shall not create or cause a hazard to the health and safety of citizens. Open burning is prohibited within the City limits except when approved by the Florida Division of Forestry. Cut trees, stumps, and other debris will not be buried on site.

Operations will be conducted in such a manner as to prevent dust from becoming a public nuisance. Water trucks will be immediately available on site during dry weather as requested by the City. Operations shall not result in any unattended excavation within fifteen (15) feet of any right-of-way, public or private. Contractor agrees to comply with any and all reasonable requests of the City to eliminate hazards to the health and safety of citizens. Work restrictions are in effect between 5:00 p.m. and 7:00 a.m. weekdays and Saturdays, and no work is permitted on Sundays. Erosion controls shall be employed and maintained throughout construction for demolition activities conducted by the developer or contractor for the developer.

Water, Sewer, Paving and Drainage Improvements Permit

WATER: An authorization to proceed with water improvements in accordance with the site plans and details dated February 12, 2015 is hereby approved. The City Public Works Department will inspect for approval all connections and extensions to the City's potable water systems at the time of installation. The developer/contractor is responsible for all costs associated with tying into the City's system. The developer must bear responsibility for all connection materials, supplies, and costs.

SEWER: An authorization to proceed with wastewater collection and transmission improvements in accordance with the site plans and details date February 12, 2015 hereby approved. The City Public Works Department will inspect for approval all connection and extensions to the City's wastewater collection system at the time of installation. The developer/contractor is responsible for all cost associated with tying into the City's system. The developer must bear responsibility for all connection materials, supplies, and costs.

PAVING: An authorization to proceed with paving improvements in accordance with the site plans and details dated February 12, 2015 is hereby approved. The City Department of Public Works will inspect for approval all paving on adjacent City right-of-way. The developer must contact the City Public Works Department upon completion of the base and again upon completion of the paving for inspections.

DRAINAGE: An authorization to proceed with stormwater drainage water improvements in accordance with the site plans and details dated February 12, 2015 is hereby approved. The City Public Works Department will inspect for approval all drainage improvements. The developer/contractor is responsible for all costs associated with stormwater collection transmission, storage, and discharge.

Curb Cut Permit

Authorization is approved to construct or modify a driveway access point, curb cut, or driveway in accordance with the site plan and details dated February 12, 2015. This approval is subject to all applicable County, State, and Federal rules and permits for access connection.

Parking Lot Construction Permit

Authorization is approved to construct the parking lot and appurtenances in accordance with the site plan and details dated February 12, 2015 relating to parking spaces, other vehicular use areas, access aisles, and driveways.

NOTE: It will be the responsibility of the property owner to operate, maintain, and pay for off street lighting provided for the site.

Landscaping and Buffering Permit

Authorization is approved to install landscaping and vegetative buffering in accordance with the landscape plans dated February 12, 2015. Landscaping and buffering shall be installed and maintained in accordance with Section 15.780 of the City’s Land Development Regulations. Any trees removed during the development of the property shall be replaced in accordance with Section 15.785 of the Land Development Regulations. Any lawn sprinkling and irrigation system shall be constructed in accordance with Section 15.680.7(g) of City’s Land Development Regulations and shall be subject to applicable County, State, and Federal Permits.

Sign Permit

Application for sign permit must be submitted and approved by the City Planning and Building Departments prior to erection of any signage on the site other than traffic signs.

Approved this ____ day of April 2015.

J. Michael Fuller, City Manager

Bill Frye, Zoning & Code Enforcement Officer

I will ensure that the commercial development outlined in the plans and documents I submitted to the City of Callaway comply with City Ordinances, Land Development Regulations, and Comprehensive Growth Development Plan. I will ensure that this Development Order and the documents referenced above will be followed by all contractors, subcontractors, agents and employees who work on the construction of this project.

I understand that this Development Order will expire two years from the date of approval.

Accepted and approved this ____ day of April 2015.

Print Name

for Northstar Church, Inc.

Permit Fees

Site Clearing, Grading & Filling Permit	N/A
Parking Lot Construction Permit	\$175.00
Building Construction Permit	AS BUILT
Certificate of Acceptance Inspection	AS BUILT (\$15.00)
Development Review Fee	PAID
Final Inspection of Infrastructure	\$250.00
Sign Permit	AS BUILT
Engineering Review Fees	To be billed at 100% as they occur
Engineering Inspection on Infrastructure	To be billed at 100% as they occur
Attorney Review Fees	To be billed at 100% as they occur

ELEVATION KEY NOTES

- ① METAL WALL PANELS - DESIGN 1
- ② METAL WALL PANEL - DESIGN 2
- ③ METAL AWNING
- ④ 8" X 8" METAL OUTER
- ⑤ ALUMINUM STOREFRONT
- ⑥ INSULATED METAL DOOR
- ⑦ STAINED HORIZONTAL CYPRESS SIDING
- ⑧ PAINTED FLAT HARD PANELS

IF THE LINE PRINTED BELOW MEASURES ANYTHING OTHER THAN 1 INCH LONG, THE DIMENSIONS ON THIS SHEET ARE NOT TO SCALE AND THEREFORE THE GRAPHIC SCALE SHOULD BE REFERRED TO IN LIEU OF THE WRITTEN SCALE SHOWN WITH THE DRAWING TITLE.

Mark Mercer & Associates, Inc.
 ARCHITECTURE AND ENGINEERING
 3009 South Highway 77, Ft. Pierce, FL 34949
 PHONE: 888-448-6672



WMA
 WOODBRIDGE ARCHITECTURE

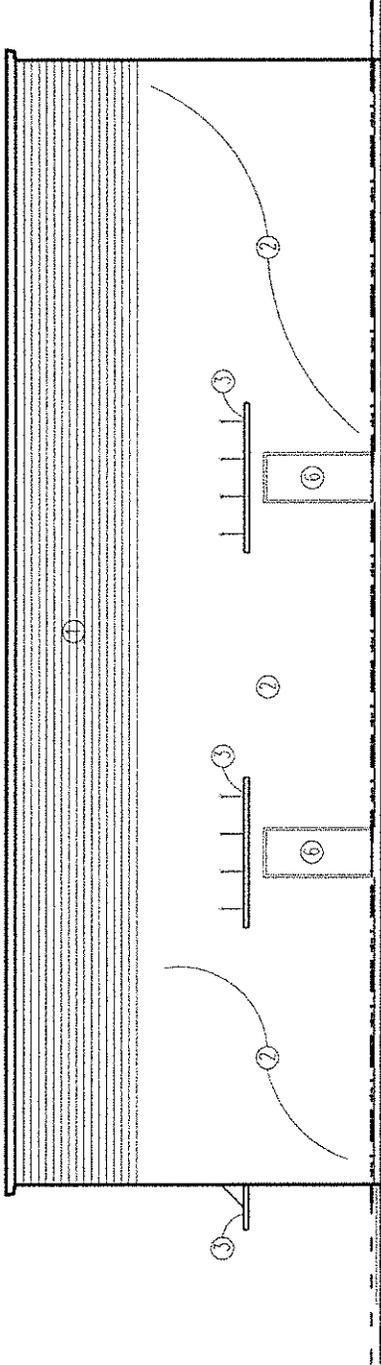
**A NEW WORSHIP CENTER
 NORTHRISTAR CHURCH
 CALLAWAY CAMPUS
 CALLAWAY, FLORIDA**

REVISIONS	

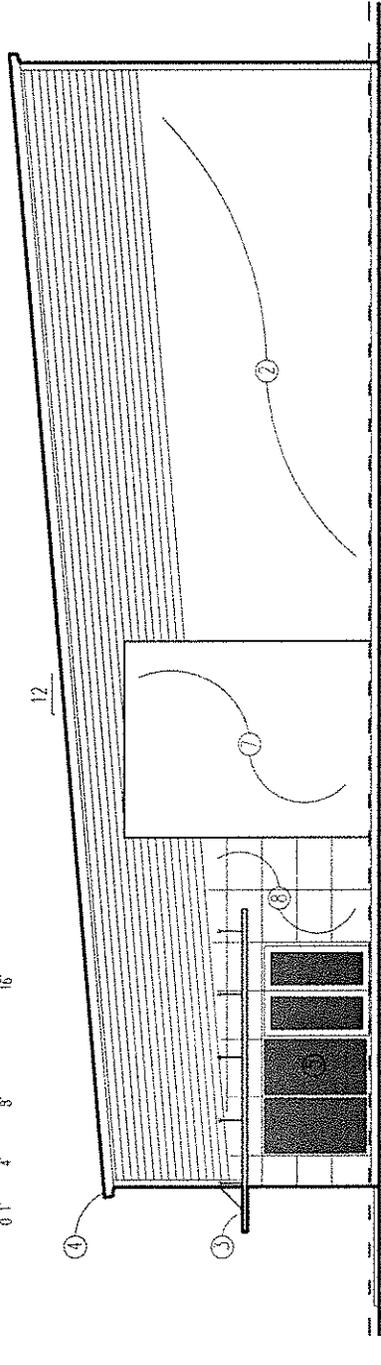
PREPARED BY: MARC	REVIEWED BY: MARC
ISSUE DATE: 05/20/20	SCALE: AS SHOWN
SHEET 9 OF 19	

PROJECT NO. 14603

EXTERIOR ELEVATIONS



NORTH ELEVATION
 SCALE: 1/4" = 1'-0"
 GRAPHIC SCALE



EAST ELEVATION
 SCALE: 1/4" = 1'-0"
 GRAPHIC SCALE

ELEVATION KEY NOTES

- ① METAL WALL PANELS - DESIGN 1
- ② METAL WALL PANEL - DESIGN 2
- ③ METAL AIRBING
- ④ 8" x 8" METAL GRATE
- ⑤ ALUMINUM STAIRSUPPORT
- ⑥ RADIANT METAL FLOOR
- ⑦ STAINED HORIZONTAL CYPRESS SLING
- ⑧ PAIRED FLAT WOOD PANELS
- ⑨ STANDING SEAM METAL ROOF
- ⑩ 6" DOWNSPOUT

IF THE LINE PRINTED BELOW MEASURES ANYTHING OTHER THAN 1/8" INCH LONG, THE DRAWINGS ON THIS SHEET ARE NOT TO SCALE AND THEREFORE THE GRAPHIC SCALE SHOULD BE REFERRED TO IN LIEU OF THE WRITTEN SCALE SHOWN WITH THE DRAWING TITLE.

Mark Mercer & Associates, Inc.
 Architects & Planners
 3009 South Highway 77, Suite 200, Dunedin, Florida 34648-1872
 Phone: 727-953-1111 Fax: 727-953-1112

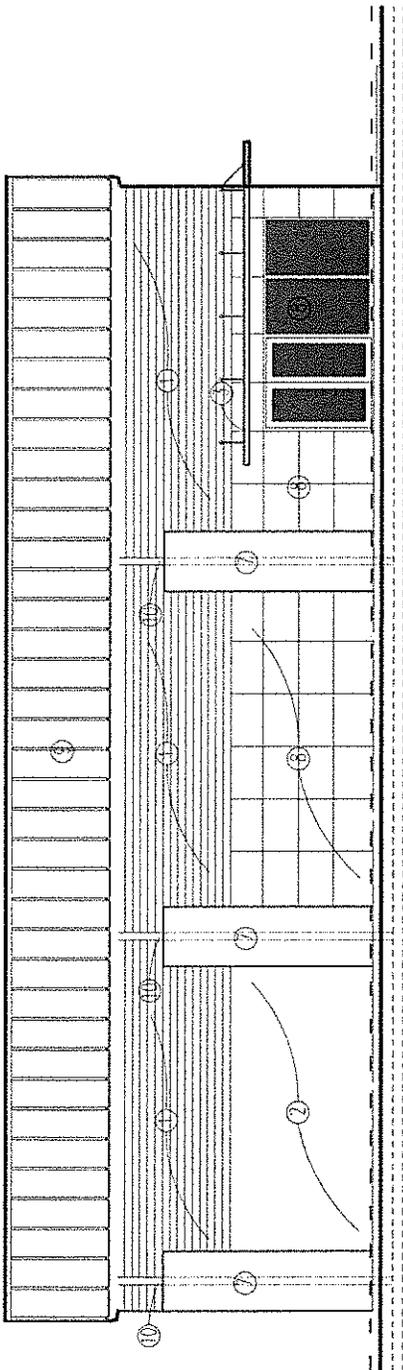


**A NEW WORSHIP CENTER
 NORTHESTAR CHURCH
 CALLAWAY CAMPUS**
 FLORIDA

REVISIONS	

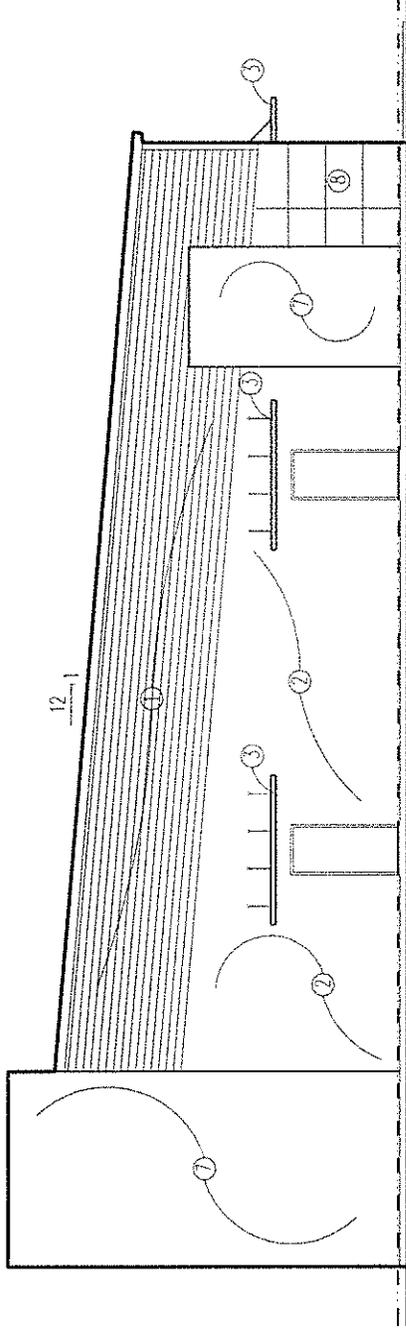
PREPARED BY: AG	REVIEWED BY:
ISSUE DATE: 05-18	SCALE: AS SHOWN

PROJECT NO. _____
 SHEET 8 OF 18
 EXTERIOR ELEVATIONS



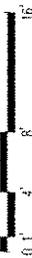
SOUTH ELEVATION

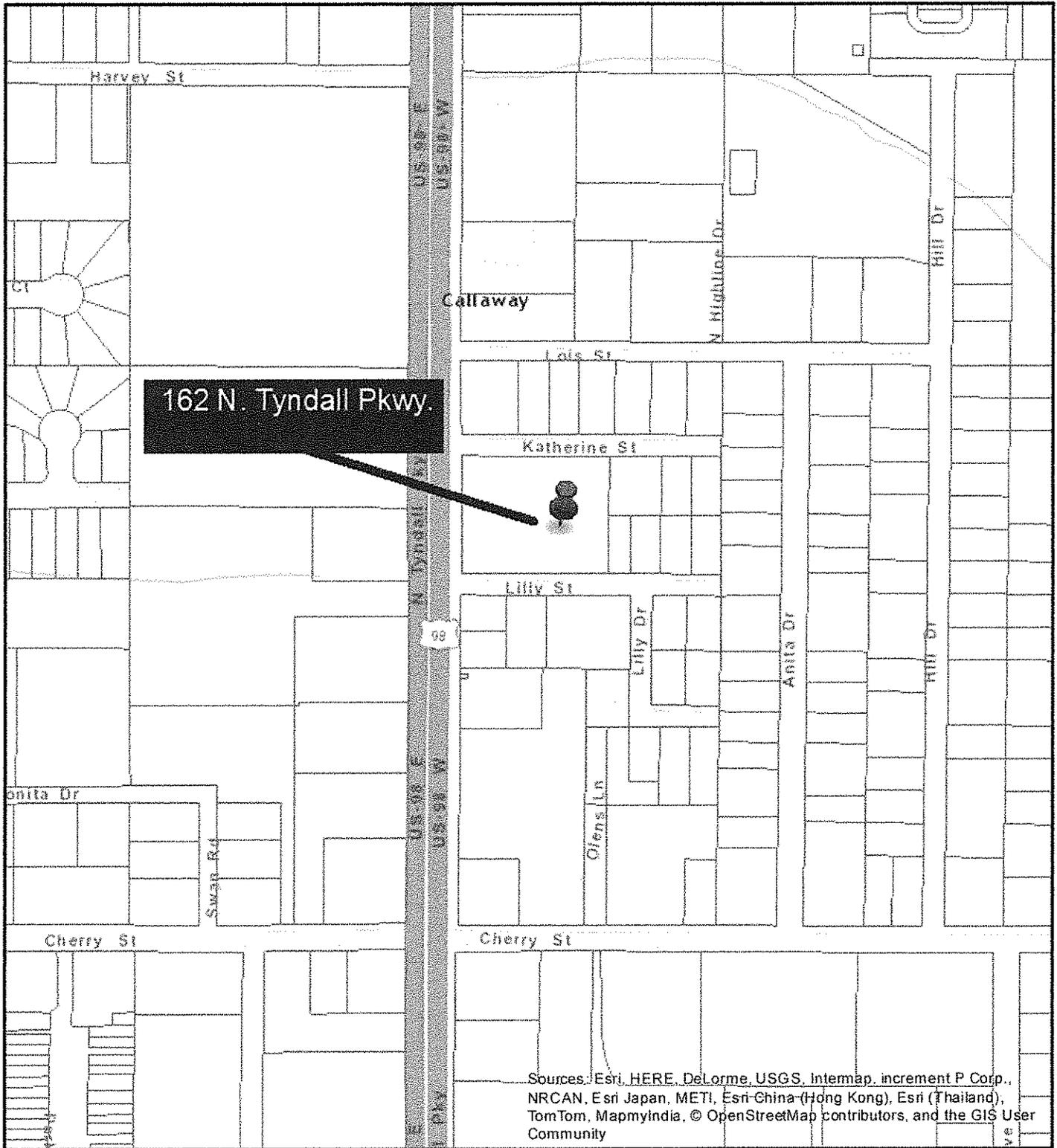
SCALE: 1/4" = 1'-0"
 GRAPHIC SCALE



WEST ELEVATION

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





Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri-China (Hong Kong), Esri (Thailand), TomTom, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

Source: <http://maps.baycountyfl.gov>



Future Home of Northstar Church



This data is provided with understanding that the conclusions drawn from such information are solely the responsibilities of the user. The GIS data is not a legal representation of the features depicted, and any assumption of the legal status of this data is hereby disclaimed. Bay County GIS Division - 850.248.8071 - gs.division@baycountyfl.gov

Printed: 4/23/2015

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

April, 28, 2015

Resolution 15-17 – Update to the Bay County Transportation Planning Organization (TPO) Interlocal Agreement.

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

2. AGENDA:

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

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

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

Resolution 15-17 authorizes the Mayor to execute the updated interlocal agreement creating the Bay County TPO (attached). This agreement outlines the responsibilities of the parties that make up the TPO membership, and the only significant change is deletion of Cedar Grove's commissioner as a voting board member.

- ATTACHMENT:**
- Resolution 15-17
 - TPO Memo
 - Interlocal Agreement

5. REQUESTED MOTION/ACTION:
Staff recommends Commission approve Resolution 15-17 authorizing the Mayor to execute the updated TPO Interlocal Agreement.

RESOLUTION 15-17

A RESOLUTION OF THE CITY OF CALLAWAY, FLORIDA AUTHORIZING THE EXECUTION OF THE INTERLOCAL AGREEMENT FOR CREATION OF THE BAY COUNTY TRANSPORTATION PLANNING ORGANIZATION; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH AND RECITING AN EFFECTIVE DATE.

WHEREAS, the Bay County Transportation Planning Organization (TPO) is the organization designated by the Governor of Florida as being responsible, together with the State of Florida, for carrying out the continuing, cooperative and comprehensive transportation planning process for the Bay County TPO Planning Area; and

WHEREAS, Title 23 USC §134 and Title 49 USC §§5303-5305, as amended by the Moving Ahead for Progress in the 21st Century Act (MAP-21) and Section 339.175, Florida Statutes (F.S.), provide for the creation of Metropolitan Planning Organizations to develop transportation plans and programs for urbanized areas; and

WHEREAS, pursuant to this interlocal agreement, the County of Bay, Cities of Panama City, Callaway, Lynn Haven, Panama City Beach, Parker, Springfield, and Mexico Beach, collectively known as “the parties,” wish to participate in the metropolitan planning process as the Bay County Transportation Planning Organization for the Panama City Urbanized Area.

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

SECTION 1. The City of Callaway Board of Commissioners authorizes the Mayor or his designee to execute the interlocal agreement for creation of the Bay County TPO.

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

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

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

CITY OF CALLAWAY, FL

BY: _____
Thomas W. Abbott, Mayor

ATTEST: _____
Sandra B. Hirth, City Clerk



Rodney Friend
Chair

Mike Nichols
Vice Chair

P.O. Box 11399 • 32524-1399 Pensacola, FL • Street Address: 4081 E. Olive Road-Suite A • 32514
P: 850.332.7976 • 1.800.226.8914 • F: 850.637.1923 • www.wfrpc.org

March 26, 2015

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

RE: Updated Bay County Transportation Planning Organization (TPO) Interlocal Agreement

Dear Mr. Fuller:

At the February 25, 2015 regular meeting of the Bay County TPO, the TPO unanimously authorized TPO Chairman Rodney Friend to sign the enclosed updated Interlocal Agreement for Creation of the TPO and requested the parties to the agreement to sign the agreement for execution.

The agreement outlines the responsibilities of the parties that make up the TPO membership in carrying out a continuing, cooperative and comprehensive transportation planning process. For an existing metropolitan planning organization, like the Bay County TPO, the Interlocal Agreement is required to be reviewed and updated if necessary every five years or sooner if needed. The only significant change from the TPO's existing agreement is the deletion of a City of Cedar Grove commissioner as a voting member of the TPO. The parties to this agreement are the TPO, Florida Department of Transportation (FDOT), Bay County, Panama City, Callaway, Lynn Haven, Panama City Beach, Parker, Springfield, and Mexico Beach.

The TPO requests that this agreement be placed on the next available City Council Agenda for approval and authorization for the **Mayor to sign and seal six (6) original copies of page 13**. Jill Lavender, TPO staff, will be available to attend City Council meetings if requested. Thank you for your assistance and please contact Jill Lavender at 850-332-7976 Ext. 212 or jill.lavender@wfrpc.org if additional information is needed.

Sincerely,

A handwritten signature in black ink that reads "Mary Robinson".

Mary Robinson
Transportation Director

ENCLOSURES: Interlocal Agreement for Creation of the TPO and Sample Resolution Template



"...planning for the future transportation needs of Bay County and its municipalities..."

INTERLOCAL AGREEMENT FOR CREATION OF THE BAY COUNTY TRANSPORTATION PLANNING ORGANIZATION

THIS INTERLOCAL AGREEMENT for the formation of a Metropolitan Planning Organization is made and entered into on this 25th day of February 2015, by and between the FLORIDA DEPARTMENT OF TRANSPORTATION; the COUNTY OF BAY; and CITIES OF PANAMA CITY, CALLAWAY, LYNN HAVEN, PANAMA CITY BEACH, PARKER, SPRINGFIELD, and MEXICO BEACH, collectively known as “the parties.”

RECITALS

WHEREAS, the federal government, under the authority of Title 23 United States Code (USC) §134 and Title 49 USC §5303, requires each metropolitan area, as a condition for the receipt of federal capital or operating assistance, to have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the metropolitan area;

WHEREAS, the parties to this Interlocal Agreement desire to participate cooperatively in the performance, on a continuing basis, of a coordinated, comprehensive transportation planning process to assure that highway facilities, mass transit systems, bicycle and pedestrian facilities, rail systems, air transportation and other facilities will be properly located and developed in relation to the overall plan of community development;

WHEREAS, Title 23 USC §134 and Title 49 USC §§5303-5305, as amended by the Moving Ahead for Progress in the 21st Century Act (MAP-21) and Section 339.175, Florida Statutes (F.S.), provide for the creation of Metropolitan Planning Organizations to develop transportation plans and programs for urbanized areas;

WHEREAS, pursuant to Titles 23 USC §134(d), 49 USC §5303, 23 CFR §450.310(b), and Section 339.175(2), F.S., a determination has been made by the Governor and units of general purpose local government representing at least 75 percent of the affected population (including the largest incorporated city, based on population as named by the Bureau of Census) in the urbanized area to designate a Metropolitan Planning Organization;

WHEREAS, pursuant to this Interlocal Agreement, the parties wish to collectively participate in the metropolitan planning process as the Bay County Transportation Planning Organization for the Panama City urbanized area, herein after referred to as “the Transportation Planning Organization” or “the TPO”. Further, the parties approved by unanimous votes an apportionment and a boundary plan for presentation to the Governor on the 26th day of June 2013 and on the 4th day of December 2013, respectively;

WHEREAS, pursuant to Section 339.175(4), F.S., the Governor, by letter dated the 3rd day of April 2014, approved the apportionment and boundary plan submitted by the TPO;

WHEREAS, pursuant to Title 23 CFR §450.314(a), and Section 339.175(10), F.S., an agreement must be entered into by the Department, the TPO, and the governmental entities and public transportation operators to identify the responsibility of each party for cooperatively carrying out a comprehensive transportation planning process;

WHEREAS, this Interlocal Agreement is required to create the Transportation Planning Organization and delineate the provisions for operation of the TPO;

WHEREAS, the undersigned parties have determined that this Interlocal Agreement is consistent with Section 339.175(10), F.S.;

WHEREAS, the undersigned parties have determined that this Interlocal Agreement is consistent with statutory requirements set forth in Section 163.01, F.S., relating to Interlocal Agreements; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein, the parties desiring to be legally bound, do agree as follows:

ARTICLE 1 RECITALS; DEFINITIONS

Section 1.01. Recitals. Each and all of the foregoing recitals are incorporated herein and acknowledged to be true and correct to the best of the parties' knowledge. Failure of any of the foregoing recitals to be true and correct shall not operate to invalidate this Interlocal Agreement.

Section 1.02. Definitions. The following words when used in this Interlocal Agreement (unless the context shall clearly indicate the contrary) shall have the following meanings:

Interlocal Agreement means and refers to this instrument, as may be amended from time to time.

Department means and refers to the Florida Department of Transportation, an agency of the State of Florida created pursuant to Section 20.23, F.S.

FHWA means and refers to the Federal Highway Administration.

FTA means and refers to the Federal Transit Administration.

Long Range Transportation Plan (LRTP) is the 20-year transportation planning horizon which includes transportation facilities; identifies a financial plan that demonstrates how the plan can be implemented and assesses capital improvements necessary to preserve the existing metropolitan transportation system and make efficient use of existing transportation facilities; indicates proposed transportation activities; and in ozone/carbon monoxide nonattainment areas is coordinated with the State Implementation Plan, all as required by Title 23 USC §134(c), Title 49 USC §5303, Title 23 CFR §450.322, and Section 339.175(7), F.S.

Metropolitan Planning Area means and refers to the planning area determined by agreement between the TPO and the Governor for the urbanized area containing at least a population of 50,000 as described in Title 23 USC §134(b)(1), Title 49 USC §5303, and Section 339.175(2)(c) and (d), F.S., and including the existing urbanized area and the contiguous area expected to become urbanized within a 20-year forecast period, which shall be subject to the TPO planning authority.

MPO means and refers to the Metropolitan Planning Organization formed pursuant to this Interlocal Agreement as described in 23 USC §134(b)(2), 49 USC §5303, and Section 339.175(1), F.S.

TPO means and refers to the Transportation Planning Organization formed pursuant to this Interlocal Agreement as the MPO for the Panama City Urbanized Area.

Transportation Improvement Program (TIP) is the staged multi-year program of transportation improvement projects developed by a TPO consistent with the Long Range Transportation Plan,

developed pursuant to 23 USC §134(j), 49 USC §5303, 23 CFR §450.324 and Section 339.175(8), F.S.

Unified Planning Work Program (UPWP) is the biennial program developed in cooperation with the Department and public transportation providers, that identifies the planning priorities and activities to be carried out within a metropolitan planning area to be undertaken during a 2-year period, together with a complete description thereof and an estimated budget, all as required by 23 CFR §450.308, and Section 339.175(9), F.S.

ARTICLE 2 PURPOSE

Section 2.01. General Purpose. The purpose of this Interlocal Agreement is to establish the TPO and recognize the boundary and apportionment approved by the Governor. This Interlocal Agreement shall serve:

- (a) To assist in the development of transportation systems embracing various modes of transportation in a manner that will maximize the mobility of people and goods within and through this metropolitan planning area and minimize, to the maximum extent feasible for transportation-related fuel consumption and air pollution;
- (b) To develop transportation plans and programs, in cooperation with the Department, which plans and programs provide for the development of transportation facilities that will function as a multi-modal and intermodal transportation system for the metropolitan planning area;
- (c) To implement and ensure a continuing, cooperative, and comprehensive transportation planning process that results in coordinated plans and programs consistent with the comprehensively planned development of this affected metropolitan planning area in cooperation with the Department;
- (d) To assure eligibility for the receipt of federal capital and operating assistance pursuant to Title 23 USC §134 and Title 49 USC §§5303, 5304, 5305, 5307, 5309, 5310, 5311, 5314, 5326, 5337 and 5339, 5340; and
- (e) To carry out the metropolitan transportation planning process, in cooperation with the Department, as required by federal, state and local laws.

Section 2.02. Major TPO Responsibilities. The TPO is intended to be a forum for cooperative decision making by officials of the governmental entities which are parties to this Interlocal Agreement in the development of transportation-related plans and programs, including but not limited to:

- (a) The LRTP;
- (b) The TIP;
- (c) The UPWP;
- (d) Incorporating performance goals, measures, and targets into the process of identifying and selecting needed transportation improvements and projects;

- (e) A congestion management process for the metropolitan area and coordinated development of all other transportation management systems required by state or federal law;
- (f) Assisting the Department in mapping transportation planning boundaries required by state or federal law;
- (g) Supporting the Department in performing its duties relating to access management, functional classification of roads, and data collection; and
- (h) Performing such other tasks required by state or federal law.

Section 2.03. Coordination with the Department and Consistency with Comprehensive Plans. Chapter 334, F.S., grants broad authority for the Department's role in transportation. Section 334.044, F.S., includes the legislative intent declaring that the Department shall be responsible for coordinating the planning of a safe, viable, and balanced state transportation system serving all regions of the State. Section 339.155, F.S., requires the Department to develop a statewide transportation plan, which considers, to the maximum extent feasible, strategic regional policy plans, TPO plans, and approved local government comprehensive plans. Section 339.175(5), F.S., specifies the authority and responsibility of the TPO and the Department to manage a continuing, cooperative, and comprehensive transportation planning process for the metropolitan area.

In fulfillment of this purpose and in the exercise of the various powers granted by Chapters 334 and 339, F.S., the parties to this Interlocal Agreement acknowledge that decisions made by the TPO will be coordinated with the Department. All parties to this Interlocal Agreement acknowledge that actions taken pursuant to this Interlocal Agreement will be consistent with local government comprehensive plans.

ARTICLE 3 TPO ORGANIZATION AND CREATION

Section 3.01. Establishment of TPO. The TPO for the metropolitan planning area as described in the membership apportionment plan approved by the Governor is hereby created and established pursuant to this Interlocal Agreement to carry out the purposes and functions set forth in Articles 2 and 5. The legal name of this Transportation Planning Organization shall be Bay County Transportation Planning Organization.

Section 3.02. TPO to operate pursuant to law. In the event that any election, referendum, approval, permit, notice, other proceeding or authorization is required under applicable law to undertake any power, duty, or responsibility hereunder, or to observe, assume, or carry out any of the provisions of this Interlocal Agreement, the TPO will, to the extent of its legal capacity, comply with all applicable laws and requirements.

Section 3.03. Governing board to act as policy-making body of TPO. The governing board established pursuant to Section 4.01 of this Interlocal Agreement shall act as the policy-making body for the TPO, and will be responsible for coordinating the cooperative decision-making process of the TPO's actions, and will take required actions as the TPO.

Section 3.04. Data, reports, records, and other documents. Subject to the right to claim an exemption from the Florida Public Records Law, Chapter 119, F.S., the parties shall provide to each other such data, reports, records, contracts, and other documents in its possession relating to the TPO as is requested. Charges are to be in accordance with Chapter 119, F.S.

Section 3.05. Rights of review. All parties to this Interlocal Agreement and the affected federal funding agencies (e.g., FHWA, FTA, and FAA) shall have the rights of technical review and comment on TPO's projects.

ARTICLE 4 COMPOSITION; MEMBERSHIP; TERMS OF OFFICE

Section 4.01. Composition and membership of governing board.

- (a) The membership of the TPO shall consist of nineteen (19) voting members and one (1) non-voting advisor. The names of the member local governmental entities and the voting apportionment of the governing board as approved by the Governor shall be as follows:

Voting Members – Nineteen (19) members apportioned as follows:

- 5 members Bay County Commission,
- 5 members City of Panama City City Council,
- 2 members City of Callaway City Council,
- 2 members City of Lynn Haven City Council,
- 2 member City of Panama City Beach City Council,
- 1 member City of Parker City Council,
- 1 member City of Springfield City Commission, and
- 1 member City of Mexico Beach City Council.

Non-Voting Members – The Florida Department of Transportation District Secretary. The TPO may appoint other non-voting member as deemed necessary.

- (b) All voting representatives shall be elected officials of general purpose local governments, except to the extent that the TPO includes, as part of its apportioned voting membership, a member of a statutorily authorized planning board or an official of an agency that operates or administers a major mode of transportation. All individuals acting as a representative of the governing board of the county, the city, or authority shall first be selected by said governing board.
- (c) The voting membership of the TPO shall consist of not fewer than 5 or more than 25 apportioned members, the exact number to be determined on an equitable geographic-population ratio basis by the Governor, based on an agreement among the affected units of general-purpose local government as required by federal rules and regulations and shall be in compliance with 339.175(3) F.S.
- (d) In the event that a governmental entity that is a member of the TPO fails to fill an assigned appointment to the TPO within sixty days after notification by the Governor of its duty to appoint a representative, the appointment shall then be made by the Governor from the eligible individuals of that governmental entity.

Section 4.02. Terms. The term of office of members of the TPO shall be four years. The membership of a member who is a public official automatically terminates upon said official leaving the elective or appointive office for any reason, or may be terminated by a majority vote of the total membership of the governmental entity represented by the member. A vacancy shall be filled by the original appointing entity. A member may be appointed for one or more additional four year terms.

ARTICLE 5 AUTHORITIES, POWERS, DUTIES AND RESPONSIBILITIES

Section 5.01. General authority. The TPO shall have all authorities, powers and duties, enjoy all rights, privileges, and immunities, exercise all responsibilities and perform all obligations necessary or appropriate to managing a continuing, cooperative, and comprehensive transportation planning process as specified in Section 339.175(5) and (6), F.S.

Section 5.02. Specific authority and powers. The TPO shall have the following powers and authority:

- (a) As provided in Section 339.175(6)(g), F.S., the TPO may employ personnel and/or may enter into contracts with local or state agencies and private planning or engineering firms to utilize the staff resources of local and/or state agencies;
- (b) As provided in Section 163.01(14), F.S., the TPO may enter into contracts for the performance of service functions of public agencies;
- (c) As provided in Section 163.01(5)(j), F.S., the TPO may acquire, own, operate, maintain, sell, or lease real and personal property;
- (d) As provided in Section 163.01(5)(m), F.S., the TPO may accept funds, grants, assistance, gifts or bequests from local, state, and federal resources;
- (e) The TPO may promulgate rules to effectuate its powers, responsibilities, and obligations enumerated herein; provided, that said rules do not supersede or conflict with applicable local and state laws, rules and regulations; and
- (f) The TPO shall have such powers and authority as specifically provided in Section 163.01 and Section 339.175(5) and (6), F.S., and as may otherwise be provided by federal or state law.

Section 5.03. Duties and responsibilities. In addition to those duties and responsibilities set forth in Article 2, the TPO shall have the following duties and responsibilities:

- (a) As provided in Section 339.175(6)(d), F.S., the TPO shall create and appoint a technical advisory committee;
- (b) As provided in Section 339.175(6)(e), F.S., the TPO shall create and appoint a citizens' advisory committee;
- (c) As provided in Section 163.01(5)(o), F.S., the TPO membership shall be jointly and severally liable for liabilities, and the TPO may respond to such liabilities through the purchase of insurance or bonds, the retention of legal counsel, and, as appropriate, the approval of settlements of claims by its governing board;
- (d) As provided in Section 339.175(9), F.S., the TPO shall establish an estimated budget which shall operate on a fiscal year basis consistent with any requirements of the UPWP;
- (e) The TPO, in cooperation with the Department, shall carry out the metropolitan transportation planning process as required by Title 23 CFR Parts 420 and 450, and Title 49 CFR Part 613, Subpart A, and consistent with Chapter 339, F.S., and other applicable state and local laws;

- (f) As provided in Section 339.175(10)(a), F.S., the TPO shall enter into agreements with the Department, operators of public transportation systems and the metropolitan and regional intergovernmental coordination and review agencies serving the metropolitan area. These agreements will prescribe the cooperative manner in which the transportation planning process will be coordinated and included in the comprehensively planned development of the area;
- (g) Perform such other tasks presently or hereafter required by state or federal law;
- (h) Execute certifications and agreements necessary to comply with state or federal law; and
- (i) Adopt operating rules and procedures.

ARTICLE 6 FUNDING; INVENTORY REPORT; RECORD-KEEPING

Section 6.01. Funding. The Department shall allocate to the TPO for performance of its transportation planning and programming duties, an appropriate amount of federal transportation planning funds consistent with the approved planning funds formula.

Section 6.02. Inventory report. The TPO agrees to inventory, to maintain records of and to insure proper use, control, and disposal of all nonexpendable tangible property acquired pursuant to funding under this Interlocal Agreement. This shall be done in accordance with the requirements of Title 23 CFR Part 420, Subpart A, Title 49 CFR Part 18, Subpart C, and all other applicable federal regulations.

Section 6.03. Record-keeping and document retention. The Department and the TPO shall prepare and retain all records in accordance with federal and state requirements, including but not limited to 23 CFR Part 420, Subpart A, 49 CFR Part 18, Subpart C, 49 CFR §18.42, and Chapter 119, F.S.

Section 6.04 Compliance with laws. All parties shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the parties in conjunction with this Agreement. Specifically, if a party is acting on behalf of a public agency the party shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the party.
- (b) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the party upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

ARTICLE 7 MISCELLANEOUS PROVISIONS

Section 7.01. Constitutional or statutory duties and responsibilities of parties. This Interlocal Agreement shall not be construed to authorize the delegation of the constitutional or statutory duties of any of the parties. In addition, this Interlocal Agreement does not relieve any of the parties of an obligation or responsibility imposed upon them by law, except to the extent of actual and timely performance thereof by one or more of the parties to this Interlocal Agreement or any legal or administrative entity created or authorized by this Interlocal Agreement, in which case this performance may be offered in satisfaction of the obligation or responsibility.

Section 7.02. Amendment of Interlocal Agreement. Amendments or modifications of this Interlocal Agreement may only be made by written agreement signed by all parties here to with the same formalities as the original Interlocal Agreement. No amendment may alter the apportionment or jurisdictional boundaries of the TPO without approval by the Governor.

Section 7.03. Duration; withdrawal procedure.

- (a) Duration. This Interlocal Agreement shall remain in effect until terminated by the parties to this Interlocal Agreement. The Interlocal Agreement shall be reviewed by the parties at least every five years, concurrent with the decennial census, and/or concurrent with a new Federal Reauthorization bill, and updated as necessary.
- (b) Withdrawal procedure. Any party, except the City of Panama City, may withdraw from this Interlocal Agreement after presenting in written form a notice of intent to withdraw to the other parties to this Interlocal Agreement and the TPO, at least 90 days prior to the intended date of withdrawal. Upon receipt of the intended notice of withdrawal:
 - (1) The withdrawing member and the TPO shall execute a memorandum reflecting the withdrawal of the member and alteration of the list of member governments that are signatories to this Interlocal Agreement. The memorandum shall be filed in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located; and
 - (2) The TPO shall contact The Office of the Governor and the Governor, with the agreement of the remaining members of the TPO, shall determine whether any reapportionment of the membership is appropriate. The Governor and the TPO shall review the previous TPO designation, applicable federal, state and local law, and TPO rules for appropriate revision. In the event that another entity is to be afforded membership in the place of the member withdrawing from the TPO, the parties acknowledge that pursuant to Title 23 CFR §450.310(l)(2), adding membership to the TPO does not automatically require redesignation of the TPO. In the event that a party who is not a signatory to this Interlocal Agreement is afforded membership in the TPO, membership shall not become effective until this Interlocal Agreement is amended to reflect that the new member has joined the TPO.

Section 7.04. Notices. All notices, demands and correspondence required or provided for under this Interlocal Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested. Notice required to be given shall be addressed as follows:

- Bay County Transportation Planning Organization
P.O. Box 11399
Pensacola, FL 32524-1399

- Bay County Board of County Commissioners
840 W. 11th Street
Panama City, FL 32401
- City of Panama City
P.O. Box 1880
Panama City, FL 32402
- City of Callaway
6601 E. Highway 22
Callaway, FL 32404
- City of Lynn Haven
820 Ohio Avenue
Lynn Haven, FL 32444
- City of Panama City Beach
110 South Arnold Road
Panama City Beach, FL 32413
- City of Parker
1001 West Park Street
Parker, FL 32404
- City of Springfield
3529 East 3rd Street
Springfield, FL 32401
- City of Mexico Beach
P.O. Box 13425
Mexico Beach, FL 32410
- Florida Department of Transportation
P.O. Box 607
Chipley, FL 32428-9990

A party may unilaterally change its address or addressee by giving notice in writing to the other parties as provided in this section. Thereafter, notices, demands and other pertinent correspondence shall be addressed and transmitted to the new address.

Section 7.05. Interpretation.

- (a) Drafters of the Interlocal Agreement. The Department and the members of the TPO were each represented by or afforded the opportunity for representation by legal counsel and participated in the drafting of this Interlocal Agreement and in choice of wording. Consequently, no provision should be more strongly construed against any party as drafter of this Interlocal Agreement.

- (b) Severability. Invalidation of any one of the provisions of this Interlocal Agreement or any part, clause or word, or the application thereof in specific circumstances, by judgment, court order, or administrative hearing or order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect; provided, that such remainder would then continue to conform to the terms and requirements of applicable law.
- (c) Rules of construction. In interpreting this Interlocal Agreement, the following rules of construction shall apply unless the context indicates otherwise:
 - (1) The singular of any word or term includes the plural;
 - (2) The masculine gender includes the feminine gender; and
 - (3) The word “shall” is mandatory, and “may” is permissive.

Section 7.06. Enforcement by parties hereto. In the event of any judicial or administrative action to enforce or interpret this Interlocal Agreement by any party hereto, each party shall bear its own costs and attorney’s fees in connection with such proceeding.

Section 7.07. Interlocal Agreement execution; Use of counterpart signature pages. This Interlocal Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

Section 7.08. Effective date; Cost of recordation.

- (a) Effective date. This Interlocal Agreement shall become effective upon its filing in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located. Any amendment hereto shall become effective only upon its filing in the Office of the Clerk of the Circuit Court for each county in which a party hereto is located.
- (b) Recordation. The TPO hereby agrees to pay for any costs of recordation or filing of this Interlocal Agreement in the Office of the Circuit Court for each county in which a party is hereto located. The recorded or filed original, or any amendment, shall be returned to the TPO for filing in its records.

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated TPO.

Signed, Sealed and Delivered in the presence of:

BAY COUNTY TRANSPORTATION PLANNING ORGANIZATION

BY: _____

TITLE: _____

ATTEST: _____

TITLE: _____

(SEAL)

BAY COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____

TITLE: _____

ATTEST: _____

TITLE: _____

(SEAL)

CITY OF PANAMA CITY

BY: _____

TITLE: _____

ATTEST: _____

TITLE: _____

(SEAL)

CITY OF CALLAWAY

BY: _____

TITLE: _____

ATTEST: _____

TITLE: _____

(SEAL)

CITY OF LYNN HAVEN

BY: _____

TITLE: _____

ATTEST: _____

TITLE: _____

(SEAL)

CITY OF PANAMA CITY BEACH

BY: _____

TITLE: _____

ATTEST: _____

TITLE: _____

(SEAL)

CITY OF PARKER

BY: _____

TITLE: _____

ATTEST: _____

TITLE: _____

(SEAL)

CITY OF SPRINGFIELD

BY: _____

TITLE: _____

ATTEST: _____

TITLE: _____

(SEAL)

CITY OF MEXICO BEACH

BY: _____

TITLE: _____

ATTEST: _____

TITLE: _____

(SEAL)

FLORIDA DEPARTMENT OF TRANSPORTATION

BY: _____

TITLE: _____

ATTEST: _____

TITLE: _____

(SEAL)

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

April 28, 2015

Automatic Aid Fire Response Between City of Callaway and City of Springfield

<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>
--	--

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

N/A

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

After reviewing the Memorandum of Agreement for Automatic Aid Fire Response between Callaway Fire Department and Springfield Fire Department, it was determined that the agreement needed revising due to new staffing and training requirements per the Insurance Safety Organization (ISO) and revising language to include being on the same dispatch channel throughout Bay County EOC.

ATTACHMENT:

- Existing Memorandum of Agreement
- Revised Memorandum of Agreement
- ISO requirements for Automatic Aid

5. REQUESTED MOTION/ACTION
Staff recommends approval of the revised Memorandum of Agreement for Automatic Aid Fire Response with Springfield Fire Department.

**MEMORANDUM OF AGREEMENT FOR AUTOMATIC AID
BETWEEN
CITY OF SPRINGFIELD FIRE DEPARTMENT
AND
CITY OF CALLAWAY FIRE DEPARTMENT**

THIS AGREEMENT, made and entered into this 8th day of May, 2002 by and between the City of Springfield Fire Department and the City of Callaway Fire Department.

WITNESSETH:

WHEREAS, each of the parties hereto maintains equipment and personnel for the suppression of fires and other emergencies within its own jurisdiction and area, and

WHEREAS, the parties hereto desire to augment the emergency services available in their municipality in the event of structure fires, conflagrations, or other emergencies, and

WHEREAS, the lands or boundaries of the parties hereto are adjacent or contiguous so that automatic mutual assistance in emergencies is deemed feasible, and

WHEREAS, it is the policy of the fire departments and its governing bodies to conclude such agreements wherever practicable, and

WHEREAS, it is mutually deemed sound, desirable, practicable and beneficial for the parties to this agreement to render assistance to one another in accordance with these terms;

THEREFORE BE IT AGREED THAT:

1. Whenever a fire department, that is a party to or belonging to a party to this agreement, is dispatched, alerted or in any way called to respond to any fire within, upon or about a structure in their respective area, district or jurisdiction the aid giving fire department shall forthwith take the following action:

Two → a. Immediately respond one structural fire fighting apparatus manned by at least one firefighter.

b. Immediately contact the respective dispatch center of each party to convey the response of the apparatus.

2. Whenever the fire department receiving the fire call in their area, district or jurisdiction arrives on scene the officer in charge shall forthwith take the following action:

- a. As soon as possible notify the aid giving fire department of the status, assessment or severity of the fire.
- b. Notify the aid giving department if they should continue the emergency response, slow their response or stand down and cancel their response.
- c. Notify the aid giving department if there is a need for further personnel or equipment, beyond those deemed automatic by this agreement, to respond.

3. The rendering of aid/assistance under the terms of this agreement shall be mandatory, unless the aid giving party cannot respond, for a reason beyond their control or due to a personnel and/or apparatus depletion while at an actual on going emergency in their own area, district or jurisdiction. If either party cannot automatically respond the agreed upon apparatus or personnel the officer in charge, or his/her designee, shall immediately notify the aid receiving department.

4. The aid giving department shall report to the officer in charge of the aid receiving department upon arrival at the location to which the apparatus is dispatched, and shall be subject to the orders, directives and requests of that official.

5. The aid giving department shall be released by the aid receiving department when their services are no longer required or when the aid giving department is needed within the area, district or jurisdiction for which it normally provides fire protection.

6. Whenever it is deemed advisable or necessary by the senior officer of a fire department belonging to a party to this agreement, or by the officer in charge of any such fire department who is actually present at any fire or other emergency scene, not previously addressed for automatic aid and response, he/she is authorized to request mutual aid assistance under the terms of this agreement and the senior officer on duty of the aid giving department shall forthwith take the following action:

- a. Immediately determine if apparatus and personnel can be spared to respond to the call.
- b. What apparatus and personnel might most effectively be dispatched.
- c. Forthwith dispatch such apparatus and personnel as, in the judgement of the senior officer receiving the call, should be sent, with complete instructions as to the mission, in accordance with the terms of this agreement. The responding apparatus and personnel shall then follow the aforementioned procedures addressed in lines 1b and 4.

7. Each party of this agreement waives all claims against the other party for the compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of this agreement.

8. All services performed under agreement shall be rendered without reimbursement of either party.

9. The technical head of the fire department receiving aid shall assume full charge of operations, however if he/she specifically requests a senior officer of the fire department giving aid to assume command, he/she shall not, by relinquishing command be relieved of the responsibility for the operation. The apparatus, personnel and equipment of the fire department giving aid shall be under the immediate supervision and responsibility of the senior officer of the fire department giving aid.

10. The fire departments of the parties of this agreement will achieve the ability to receive and communicate with one another from all apparatus and fire ground communication devices, as well as constantly monitor each other's respective dispatch center for the dispatch and response of automatic aid apparatus and personnel.

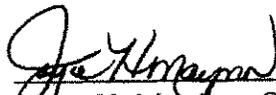
on same dispatch system

11. The technical heads of the fire departments of the parties of this agreement are authorized to meet and draft detailed plans and procedures of operation necessary to effectively implement this agreement. Such plans will also include a detailed description of quarterly inter-departmental training. Such plans and procedures shall become effective upon ratification by the signatory parties.

12. This agreement shall become effective upon the ratification hereof and shall remain in full force and effect, until canceled by mutual agreement of the parties hereto or written notice by one party to the other, giving thirty (30) days notice of said cancellation.

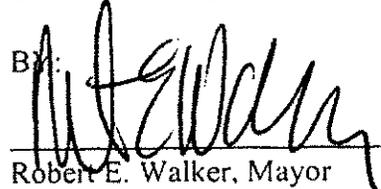
IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date aforementioned.

ATTEST:



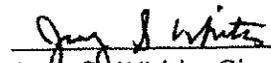
Joyce H. Maynor, City Clerk

CITY OF SPRINGFIELD

BY: 

Robert E. Walker, Mayor

ATTEST:

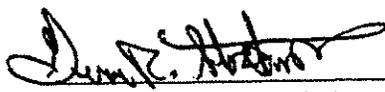


Judy S. Whitis, City Manager

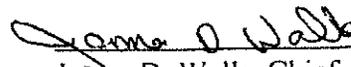
CITY OF CALLAWAY

BY: 

Ray Boevink, Mayor



Gene Stockwell, Chief
Springfield Fire Department



James D. Walls, Chief
Callaway Fire Department

**MEMORANDUM OF AGREEMENT FOR AUTOMATIC AID
BETWEEN
CITY OF CALLAWAY FIRE DEPARTMENT
AND
CITY OF SPRINGFIELD FIRE DEPARTMENT**

THIS AGREEMENT, made and entered into this _____ day of _____, 2015 by and between the City of Callaway and the City of Springfield Fire Department

WITNESSETH:

WHEREAS, each of the parties hereto maintains equipment and personnel for the suppression of fires and other emergencies within its own jurisdiction and area, and

WHEREAS, the parties hereto desire to augment the emergency services available in their municipality in the event of structure fires, conflagrations, or other emergencies, and

WHEREAS, the lands or boundaries of the parties are adjacent or contiguous so that automatic mutual assistance in emergencies is deemed feasible, and

WHEREAS, it is the policy of the fire department and its governing bodies to conclude such agreements wherever practicable, and

WHEREAS, it is mutually deemed sound, desirable, practicable and beneficial for the parties to this agreement to render assistance to one another in accordance with these terms;

THEREFORE BE IT AGREED THAT:

1. Whenever a fire department, that is a party to or belonging to a party to this agreement, is dispatched, alerted or in any way called to respond to any fire within, upon or about a structure in their respective area, district or jurisdiction the aid giving fire department shall forthwith take the following action:

- a. Immediately respond one structural fire fighting apparatus (engine) manned by at least two firefighters.
- b. Immediately contact Bay County Fire Control Dispatch to convey the response of the apparatus.

2. Whenever the fire department receiving the fire call in their area, district or jurisdiction arrives on scene the officer in charge shall forthwith take the following action:

- a. As soon as possible notify the aid giving fire department of the status, assessment or severity of the fire.
- b. Notify the aid giving department if they should continue the emergency response, slow their response or stand down and cancel their response.
- c. Notify the aid giving department if there is a need for further personnel or equipment, beyond those deemed automatic by this agreement, to respond.

3. The rendering of aid/assistance under the terms of this agreement shall be mandatory, unless the aid giving party cannot respond, for a reason beyond their control or due to a personnel and/or apparatus depletion while at an actual on going emergency in their own area, district or jurisdiction. If either party cannot automatically respond the agreed upon apparatus or personnel the officer in charge, or his/her designee, shall immediately notify the aid receiving department.

4. The aid giving department shall report to the officer in charge of the aid receiving department upon arrival at the location to which the apparatus is dispatched, and shall be subject to the orders, directives and requests of that official.

5. The aid giving department shall be released by the aid receiving department when their services are no longer required or when the aid giving department is needed within the area, district or jurisdiction for which it normally provides fire protection.

6. Whenever it is deemed advisable or necessary by the senior officer of a fire department belonging to a party to this agreement, or by the officer in charge of any such fire department who is actually present at any fire or other emergency scene, not previously addressed for automatic aid and response, he/she is authorized to request mutual aid assistance under the terms of this agreement and the senior officer on duty of the aid giving department shall forthwith take the following action:

- a. Immediately determine if apparatus and personnel can be spared to respond to the call.
- b. What apparatus and personnel might most effectively be dispatched.
- c. Forthwith dispatch such apparatus and personnel as, in the judgement of the senior officer receiving the call, should be sent, with complete instructions as to the mission, in accordance with the terms of this agreement. The responding apparatus and personnel shall then follow the aforementioned procedures addressed in lines 1b and 4.

7. Each party of this agreement waives all claims against the other party for the compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of this agreement.

8. All services performed under agreement shall be rendered without reimbursement of either party.

9. The technical head of the fire department receiving aid shall assume full charge of operations, however if he/she she specifically requests a senior officer of the fire department giving aid to assume command, he/she shall not, by relinquishing command be relieved of the responsibility for the operation. The apparatus, personnel and equipment of the fire department giving aid shall be under the immediate supervision and responsibility of the senior officer of the fire department giving aid.

10. The fire department of the parties of this agreement will achieve the ability to receive and communicate with one another from all apparatus and fire ground communications devices.

11. The technical heads of the fire departments of the parties of this agreement are authorized to meet and draft detailed plans and procedures of operation necessary to effectively implement this agreement. Such plans will also include regularly scheduled inter department training.

12. This agreement shall become effective upon the ratification hereof and shall remain in full force and effect, until canceled by mutual agreement of the parties hereto or written notice by one party to the other, giving thirty (30) days notice of said cancellation.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date aforementioned.

ATTEST:

Michael Fuller, City Manager

ATTEST:

Donald L. Penton, City Clerk

David P. Joyner Jr, Fire Chief
Callaway Fire Department

CITY OF CALLAWAY

BY:

Thomas W. Abbott, Mayor

CITY OF SPRINGFIELD

BY:

Ralph Hammond, Mayor

Michael Laramore, Fire Chief
Springfield Fire Department

Automatic Aid

Automatic aid is assistance dispatched automatically by contractual agreement between two communities or fire districts to all first alarm structural fires. That differs from mutual aid or assistance arranged case by case. ISO will recognize an automatic-aid plan under the following conditions:

- » The assistance must be prearranged for first-alarm response according to a definite plan. It is preferable to have a written agreement, but ISO may recognize demonstrated performance.
- » The aid must be dispatched to reported structure fires on the initial alarm.
- » The aid must be provided 24 hours a day, 365 days a year.
- » The assistance may be fire department companies — including apparatus and firefighters — or only firefighters.
- » For fireground communications, the communities should have common dispatch and tactical radio frequency capability and standard operating procedures.

For more information . . .

. . . on any topic related to the Public Protection Classification (PPC™) program or the Fire Suppression Rating Schedule, Contact ISO Mitigation, or call the ISO mitigation specialists at 1-800-444-4554.

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

April 28, 2015

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

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

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

ATTACHMENT:

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

5. REQUESTED MOTION/ACTION:
Staff recommends the Commission approve the Final Reading of Ordinance No. 955.

ORDINANCE NO. 955

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

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

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

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

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

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

SEE ATTACHED AND INCORPORATED EXHIBIT A

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

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

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

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

Thomas W. Abbott, Mayor

ATTEST:

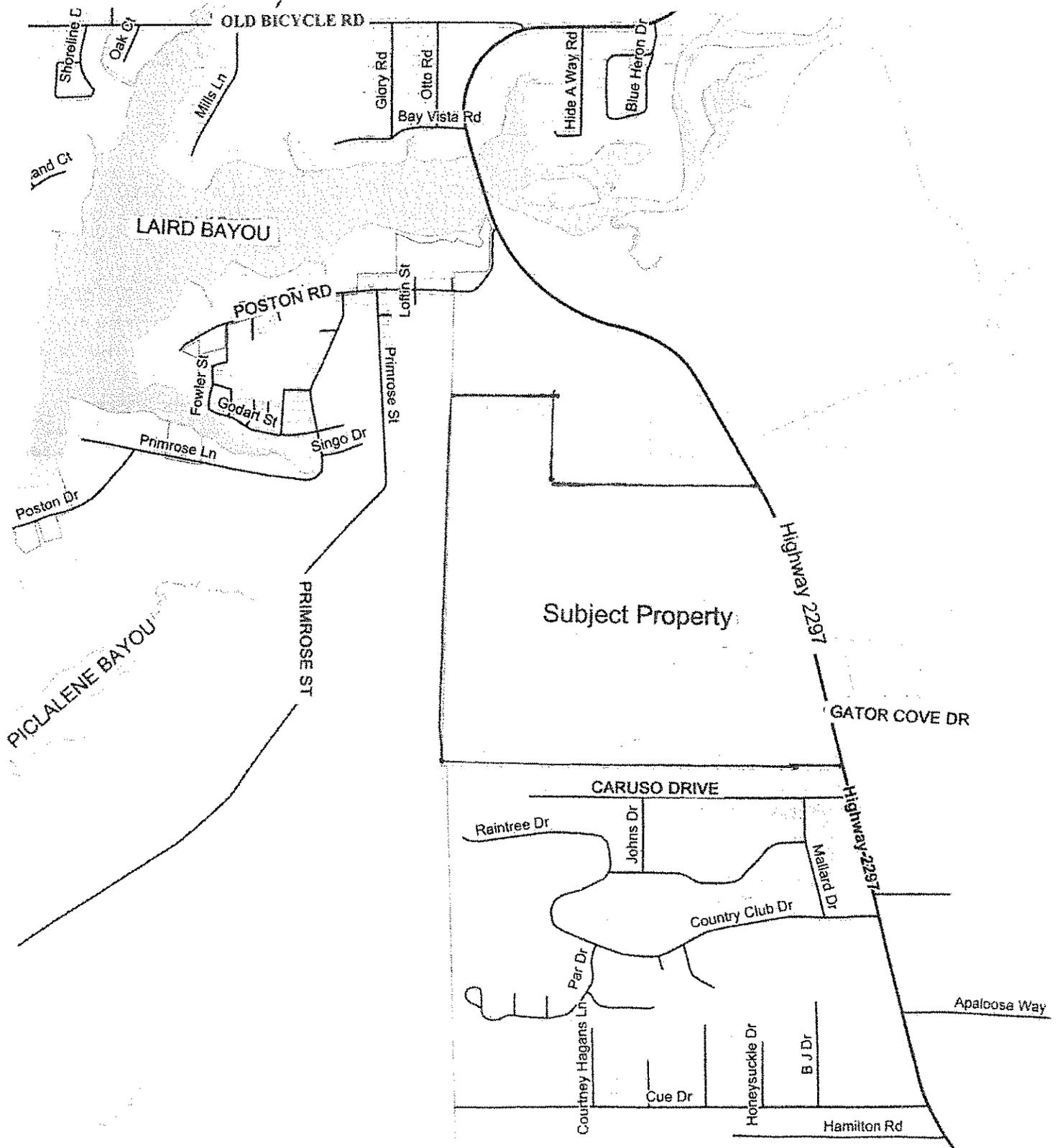
Sandra B. Hirth, City Clerk

First Reading _____

Second Reading _____

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

ATTACHMENT TO ORDINANCE NO. 955



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

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

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

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

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

**CITY OF CALLAWAY
PLANNING DEPARTMENT
STAFF SUMMARY**

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

Date: March 10, 2015

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

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

Background:

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

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

Findings:

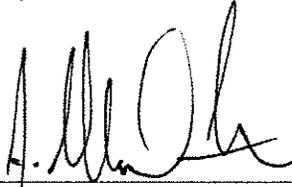
The Callaway Planning Department has analyzed the proposed annexation in accordance with Florida statutory requirements, and applicable rules and regulations of the City. The annexation meets the general standards stated in s. 171.043, F.S. and outlined below:

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

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

Staff Recommendation:

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



J. Michael Fuller, AICP
City Manager

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

Notes:

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

EXHIBIT A



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

PETITION FOR VOLUNTARY ANNEXATION

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

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

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

Signed in the presence of:

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

Owner

STATE OF FLORIDA
COUNTY OF BAY

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

Sworn to and subscribed before me this 7th day of Nov., 2014, by

George Z. Wang, who is personally known to me or who has produced
passport as identification and who did/did not take an oath.

Notary Public

Stefan Whitney
Vice Consul of the
United States of America

Print Name:

My Commission Expires:

American Consulate General
Shanghai China

To be submitted with Petition:

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

PARCEL 2:

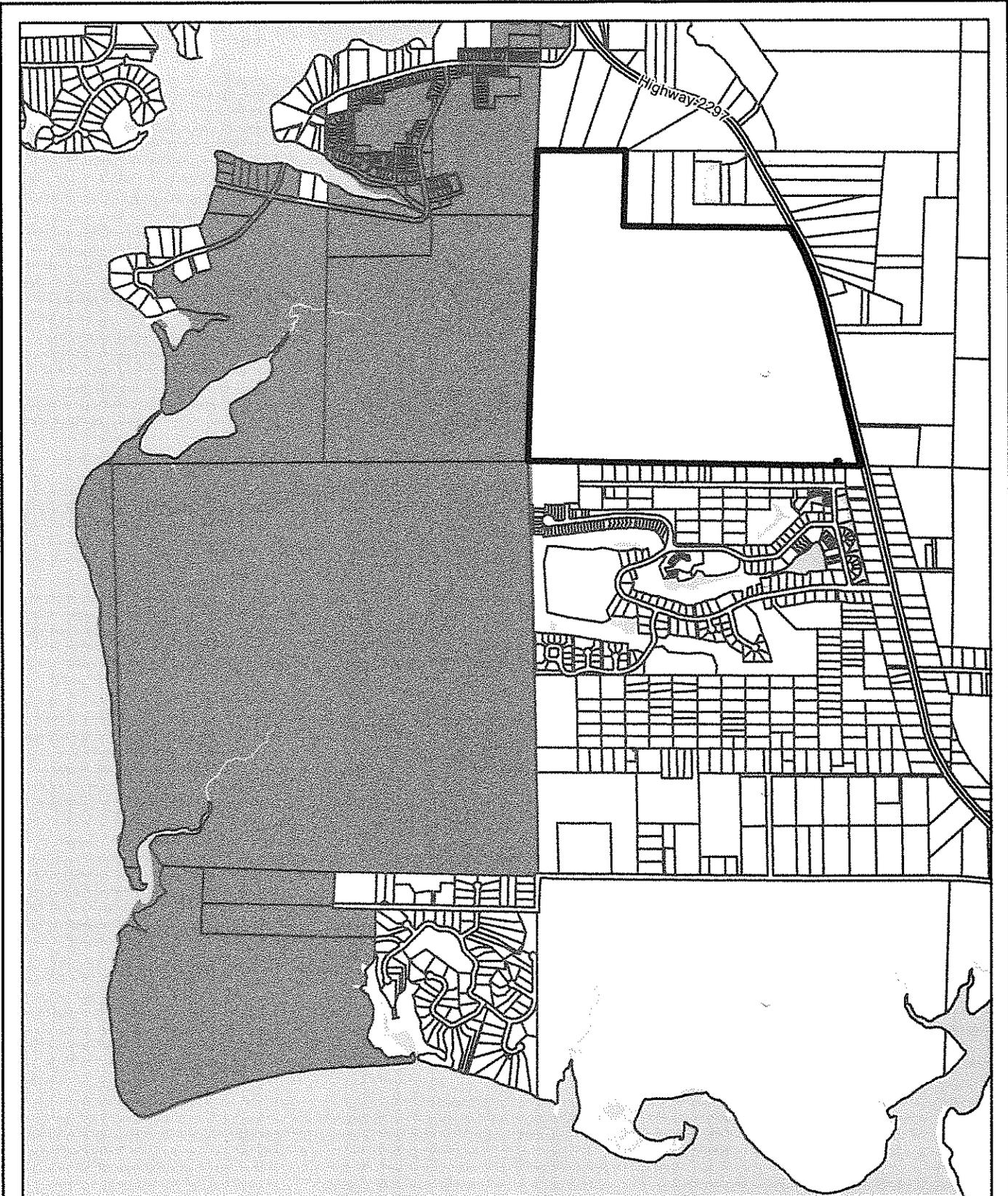
BEGIN AT THE SOUTHWEST CORNER OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA; THENCE NORTH 01 DEGREE 03 MINUTES 41 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 24 FOR 2638.79 FEET TO THE WEST QUARTER CORNER; THENCE NORTH 00 DEGREES 59 MINUTES 28 SECONDS EAST ALONG THE WEST LINE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

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

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

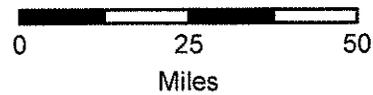
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Proposed Annexation

-  Proposed Annexation Approx 284 Acres
-  Callaway City Limits



PLANNING BOARD RECOMMENDATION

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

Date: February 17, 2015

Planning Board Recommendation:

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

Contingencies: _____



Chairman

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

April 28, 2015

Ordinance No. 958 – Final Reading – TECO Gas Franchise Agreement

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

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

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 to 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.

ATTACHMENT:

- Ordinance No. 958

5. REQUESTED MOTION/ACTION:

Staff recommends the City Commission approve the final reading of Ordinance No. 958.

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**

April 28, 2015

Discussion of Allowing Two Names on Water Accounts

<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>
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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 Commission has requested information allowing two names on a water account and asked staff to inquire what other municipalities do in the area. Staff reached out to 4 neighboring cities for information. Panama City currently is the only city that doesn't allow two names on an account. The other cities do allow two names on accounts with requirements. Staff contacted Springbrook about the update to the software to allow for two names and what the cost would be. (Springbrook did not send the information requested by time of publication) Staff also contacted our collections company who stated they would put any delinquent account with two names in both names with a reference on file stating that the amount owed was under two names.

Staff would like to also present the Commission with an alternative option of allowing a secondary name be added to the Customer Service Application for access to the account for citizens that want this feature. This option would still have one primary name on the account but would allow staff to add a secondary name as a comment on the account without having the cost of changing software to allow for two names. Both the primary and secondary account holder would sign the application and hold harmless the City or city staff for any decisions made by the secondary account holder.

Attachment:

- Copy of emails from other municipalities
- Customer Service Application

5. REQUESTED MOTION/ACTION:
Discussion purposes

The City of Parker

We do allow two names, sometimes it gets a little confusing at refund time. I would be interested in the responses you get from the other cities if you don't mind.

Lou Bradford
(850)871-4949/4104
mlbradford@cityofparker.com

The City of Panama City

Hi Lisa,

Thanks for your inquiry. Currently, we use one name on accounts; there may be a few rare exceptions; but our experience has been such that one name is best.

When dealing with marriage/divorce/family owned property/partnership, etc - the legal cost of proving who is responsible for the bill can be a costly one; therefore, we make every attempt to avoid such legal entanglement. Hope this helps.

Shirley Robinson,
Supervisor

Thank you,

Shirley Robinson

City of Springfield

Lisa,

We do allow two names on a utility account but only if both parties are named on the lease or rental agreement or they are a married couple.

We will also allow a second name if they choose to add someone on our application to represent them.

I hope this helps!

--
Lee Penton
City Clerk

City of Springfield
3529 E Third Street
Springfield, FL 32401
850-872-7570 x107
fax 850-747-5663

City of Lynn Haven

Lisa Koepke

The City of Lynn Haven does allow multiple names on a water accounts. We use two different methods entering account names, "and" or "or". If we list two names with "or" (such as husband and wife) either customer can make changes to an account. If we list names with "and" (such as roommates) both customers must be together to make changes to account.

If you have any questions please do not hesitate to contact me.

Sincerely,

Amanda DeLonjay

City of Lynn Haven
825 Ohio Ave
Lynn Haven, FL 32444
850-265-2121
850-265-8931 fax
adelonjay@cityoflynnhaven.com



City of Callaway Utility Billing Department
 6601 E Hwy 22 * Callaway, Fl 32404 * Telephone (850) 871-6100 * Fax (850) 871-2444
 www.cityofcallaway.com

To apply for water/sewer/solid waste service this application must be completed and notarized. The original notarized form must then be submitted with a personal check, cashier's check, cash or money order in the amount of \$260 to cover the two-hundred sixty dollar deposit and ten dollar non-refundable account charge along with a legible copy of applicant's photo id and lease or buyer's agreement for service address. An additional deposit of (\$40.00) is required for standard irrigation meters. We can connect your water service every day except, week-ends, and holidays.

CUSTOMER SERVICE APPLICATION
 PLEASE PRINT OR TYPE

Primary Applicants' Name _____
 Last First Middle

Secondary Applicants' Name _____
 (If applicable) Last First Middle

SERVICE ADDRESS: _____

MAILING ADDRESS: _____
 (If different than service address)

City State Zip Code

Drivers License: _____
 State Number

Date of Birth: _____ Phone _____

Cell Phone _____ Work Phone _____

Employment: _____

Date for Service to Begin: _____

I, the undersigned applicant, for water/sewer/solid waste service state that the information provided on this application is true and correct to the best of my knowledge. I understand that all charges are due as billed and accept total responsibility for payment of all charges incurred for the services provided, including reasonable attorney's fees and costs incurred for collection of the unpaid balance. I am also responsible for any damages done to any meters at this location by me or anyone else. I consent that water services provided at the service location may be turned on without applicant or applicant's representatives present. Applicant further agrees to hold the City of Callaway and its employees HARMLESS of authorizations made on behalf of secondary account holder and or should the property, building(s) or premises incur damage as a result of water connection or disconnection.

DATE: _____ APPLICANTS' SIGNATURE: _____
 DATE: _____ SECONDARY APPLICANTS' SIGNATURE: _____

Attached here to is my (check one) _____ proof of ownership, _____ lease agreement, _____ sales agreement, _____ signed Realtor's listing. Also attached is a legible copy of valid id (check one) _____ driver's license, _____ military id, _____ state id.

Sworn to and subscribed before me this _____ day of _____ 20____, by _____ and _____, who is personally known to me or who has produced _____ as identification and who did/did not taken an oath.

NOTARY PUBLIC: _____
 PRINT NAME: _____
 MY COMMISSION EXPIRES _____

OFFICE USE ONLY		
METER # _____	READ _____	
TECH _____	DATE _____	TIME _____
COMMENTS _____		

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

April 28, 2015

Ordinance No. 959 First Reading – Sewer Customers to Connect to City Water

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

N/A

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

On June 20, 2014 a letter was sent to all sewer only accounts informing citizens of Section 18-91 (a) of the Callaway Code of Ordinance requiring connection to City water if authorized. The letter stated the citizens had 365 days to establish water connections. According to Public Works, 81 letters were sent out and at present time 7 customers have connected. Recently staff has added language on the City's website reminding sewer only account holders of the approaching deadline to connect. On March 10, 2015 the Commission tasked staff to draft up an ordinance that would allow an availability charge after the expiration of the 365 days that was allowed to connect.

Attachment:

- Draft Ordinance No. 959

Staff Recommends the Commission approve the First Reading of Ordinance No. 959 and authorize the advertisement of the final public hearing.

ORDINANCE NO. 959

AN ORDINANCE OF THE CITY OF CALLAWAY, FLORIDA, AMENDING SECTION 18-91 OF THE CITY OF CALLAWAY CODE OF ORDINANCES; PROVIDING REMEDIES TO THE CITY FOR THE FAILURE OF A PUBLIC SEWER CUSTOMER TO CONNECT TO CITY WATER WHEN AVAILABLE; PROVIDING FOR SEVERABILITY; REPEALING ORDINANCES OR RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. From and after the effective date of this Ordinance, Section 18-91 of the City of Callaway Code of Ordinances is amended to read as follows(~~deleted text~~ ~~stricken~~, new text **bold and underlined**):

Sec. 18-91. - Connection to city water system.

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

(c) Upon discovery of any city sewer customer that fails to connect to and use city water when available, the city shall notify said customer of the availability of city water and such notice shall provide a reasonable time to connect to city water. Failure of a city sewer customer to timely connect to city water after notice shall result in the imposition of an availability charge in an amount equal to the monthly base charge for water services as provided in Sec. 18-107 as set by resolution of the commission and amended from time to time as required.

Section 2. **REPEALER.**

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

Section 3. **SEVERABILITY.**

In the event that any portion of this Ordinance shall be determined to be unconstitutional or invalid for any reason, the remaining provision shall remain in full force and effect.

Section 4. **EFFECTIVE DATE.**

This Ordinance shall take effect upon passage.

PASSED, APPROVED AND ADOPTED this day of _____, 2015.

CITY OF CALLAWAY, FLORIDA

Thomas W. Abbott, Mayor

ATTEST:

Sandra B. Hirth, City Clerk

City of Callaway Board of Commissioners Agenda Item Summary

April 28, 2017

Laserfiche Management Options

1. PLACED ON AGENDA BY:

J. Michael Fuller, City Manager

2. AGENDA:

- PRESENTATION
- PUBLIC HEARING
- CONSENT
- OLD BUSINESS
- REGULAR

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

Funds will need to be removed from Reserves to fund either option presented.

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

The City's Laserfiche system is currently not working due to the server being inoperative. We researched this issue regarding where were our Laserfiche files and found that they are loaded onto a 1TB USB Drive as acronis images. It has been suggested that the City look into the possibility of placing our files in the Cloud operating system rather than replace the server. Below is a comparison of the cost incurred between using a server and software manager or placing the records with a Cloud operating system who would also manage the software. Management of the software is basically keeping our system up to date with the latest version of Laserfiche, trouble-shooting problems that arise, etc. There is also an option available where the only thing we place on the Cloud would be the files thereby leaving the software management with the current service provider, MCCi.

Name of Vendor	Type Service Provided	One Time Cost for Movement of Data	Monthly Cost	Cost to Provide Software Management	TOTAL COST TO CITY FOR FIRST YEAR
Cambridge Connections/MCCi	Storage on Cloud and partnered w/MCCi for Software Management	\$5,197.14	\$256.67 (\$3,080.00) 250 GB	\$3,080.00/annually	\$8,277.14
Cities Digital	Cloud and Software Management	-0-	\$375.00 (\$4,500.00) 250 GB	\$780.00/annually	\$5,280.00
WOW	As of Noon on 4/24/15, we have not received the quote from WOW.				
Keep Server In-House/partner with MCCi	Laserfiche and City Server Storage on In-House Server	\$9,175.00 Purchase New 1.5 TB Server to last 20 years and the new server will use Windows 2008 until the kinks have been removed from the 2012 which will be loaded onto the the server for free.	-0-	\$2,026.50/annually	One-Time Cost of \$9,175 to cover Laserfiche and City Server storage and then annual cost of \$2,026.50 paid to MCCi for software management We have 1 license and 3 reader permissions. The backup is placed onto a 1 TB USB drive.

Cost to City for move to the Cloud	Retrieval of all stored record information	\$600.00 (10 hrs to extract 120GB)			
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We have two budget revision request forms for the Commission's review. To continue funding the General Government department, it will take the funds that are currently allocated therefore we need to ask for a budget revision to get our Laserfiche document storage system up and running.

The first revision form is for the Cloud option if the Commission chooses to go in that direction. The second revision form is if the Commission chooses to stay with the server option in-house.

ATTACHMENT:

- Quotes from Cambridge, Cities Digital, City's current server system

5. REQUESTED MOTION/ACTION:

Request Commission to review information available, discuss and decide which course does the City take - Cloud or local Server.

Sandy Hirth

From: dgruelle@cpgnet.com
Sent: Monday, April 20, 2015 11:48 AM
To: Sandy Hirth
Cc: dgruelle@cpgnet.com; 'Lisa Koepke'
Subject: Re: Cloud Software Mgmt and Storage - Laserfiche

Hi Sandy,

We have a partner relationship with MCCI and, yes they would continue to maintain your Laserfiche. We would supply your Cloud instance and provide all the maintenance of the operating system and backup of your data. I will contact MCCI and you will receive a quote soon from either them or us.

Thanks,
Donna

Donna Gruelle
Cambridge Connections
4100 Horizons Drive Suite 201
Columbus, OH 43220
Cell: 614-206-3229
Office: 614-457-5870
FAX: 614-457-5938

From: "Sandy Hirth" <shirth@cityofcallaway.com>
To: <dgruelle@cpgnet.com>
Cc: "Lisa Koepke" <LKoepke@cityofcallaway.com>
Date: 04/17/2015 02:22 PM
Subject: Cloud Software Mgmt and Storage - Laserfiche

Hi Donna!

I have placed the answers beside your questions!

Sandy

-----Original Message-----

From: dgruelle@cpgnet.com [mailto:dgruelle@cpgnet.com]
Sent: Thursday, April 16, 2015 11:38 AM
To: Sandy Hirth
Cc: madams@cpgnet.com
Subject: Re: Cloud Software Mgmt and Storage - Laserfiche

Hi Sandy,

Yes, we have been hosting Laserfiche customers for several years and we are a distributor of Laserfiche SaaS. We do need the answers to a few questions before we can do a quote for you, as follows:

What version of Laserfiche are you currently running? 9.2
Do you have SQL Express or full SQL? Sql Express

How many Laserfiche users do you have? 1 employee has all admin rights and we have 3 employees who are "Read Only" for research purposes Do you access Laserfiche via Windows Authentication or by Named user & password? Windows Authentication
Do you have a Laserfiche VAR that you work with and is your LSAP agreement current? (Our IT dude said "MCCi is var and LSAP is current) - Would we still be dealing with MCCi if your company is handling the software?
Jonathan from MCCi said they would work with whoever we selected to keep everything updated but I'm lost as to whether or not we would still be using MCCi!!!).

I have attached a datasheet that describes what we do and that we use "best of breed" Amazon Web Services for hosting and our product is called Docs on the Cloud. I can get a quote to you pretty quickly when I receive your answers.

(See attached file: Docsontheclouddatasheetv4.pdf)

Thanks,
Donna

Donna Gruelle
Cambridge Connections
4100 Horizons Drive Suite 201
Columbus, OH 43220
Cell: 614-206-3229
Office: 614-457-5870
FAX: 614-457-5938

From: Mike Adams/CPG
To: "Sandy Hirth" <shirth@cityofcallaway.com>
Cc: Donna Gruelle/CPG@CPG
Date: 04/16/2015 12:04 PM
Subject: Re: Cloud Software Mgmt and Storage - Laserfiche

Good Morning, Sandy. Yes this got through...

We would be happy to help with this. Donna Gruelle or I will call you for a couple of specifics. Thanks.

Mike Adams
Cambridge Connections LLC
4100 Horizons Drive, Suite 201
Columbus, Ohio 43220
phone: (614) 457-5870
cell: (614) 206-3226
fax: (614) 457-5938

Sandy Hirth

From: Jonathan Bowman [jbowman@mccinnovations.com]
Sent: Wednesday, April 22, 2015 1:43 PM
To: shirth@cityofcallaway.com
Subject: Laserfiche & Cloud hosting

Hi Sandy-

Cambridge let us know you reached out to them regarding hosting Laserfiche in their cloud offering. We partner with them and can provide the quote for this, so you have one main vendor (US) as a contact for Laserfiche. I have put the pricing together below and can put this in a quote format if you think this is something you want to move forward with.

Cambridge Docs on the Cloud

- Standard Configuration
- 250 GB Storage
- Cloud Server Dedicated VPN Tunnel
- One Time Setup Charge
- Migration of Laserfiche Files

Total- \$5,197.14

Ongoing- \$3,080/year

We did want to recommend you moving forward with the Avante upgrade at the same time as this if you thought that was a possibility for when present to council. The Avante quote included Laserfiche Administration Services, so MCCi could provide more assistance with your Laserfiche system going forward. Moving to Avante would also reset your renewal date from the date of software order, allowing you to take advantage of the funds you have budgeted for your September renewal. We understand this is coming out of emergency funds and may not be something you can do, but thought it was worth mentioning as you present to council.

If you have any questions regarding the pricing for Cambridge, I can have our Sales Director join us on a call to discuss. Waiting your reply!

Best regards,
-JB

Jonathan Bowman
MCCi | Account Manager
850.701.0725 ext. 1666
jbowman@mccinnovations.com
www.mccinnovations.com



[Download the Client On-Boarding Packet](#) for more resources and benefits of being a MCCi Client!

This email has been scanned for email related threats and delivered safely by Mimecast.
For more information please visit <http://www.mimecast.com>

Sandy Hirth

From: Sean Scampton [sean@citiesdigital.com]
Sent: Thursday, April 23, 2015 8:20 PM
To: Sandy Hirth
Subject: RE: Cities Digital CD:00580433

Sandy,

Apologies for the delay in my response.

Since we have no escalation in pricing, 250 GB would come to \$375. Your assumption was absolutely correct!

The same would be true as the storage would likely increase gradually. As your storage climbs to the next GB, an extra \$1.50 would be charged for that extra space. It's as simple as that!

If you'd like a more formal quote for this, please let me know and I'll get it to you immediately.

Thanks!

Sean Scampton | Solutions Consultant
2000 O'Neil Road, Suite 150 | Hudson, WI 54016
651.714.2800 x115 | F 866.592.7343
www.citiesdigital.com | sean@citiesdigital.com



From: Sandy Hirth [mailto:shirth@cityofcallaway.com]
Sent: Thursday, April 23, 2015 12:57 PM
To: Sean Scampton
Subject: Cities Digital CD:00580433

Hi Sean!

I've been so busy that I had not checked my voicemail in a while so I apologize for not calling you.

Basically, we are trying to get quotes on storing 250 GB so that all quotes will be the same. I was just going to do yours as 250 GB at \$1.50/GB - would that work or would you rather send me a changed quote without me getting in the middle?!

Sandy

From: Sean Scampton [mailto:sean@citiesdigital.com]
Sent: Tuesday, April 21, 2015 11:16 AM
To: Sandy Hirth
Cc: 'Lisa Koepke'
Subject: RE: Cities Digital CD:00580433

That is absolutely correct.

12 months of backup on 120 GB at \$1.50/GB = \$2160

Sandy Hirth

Subject: Cities Digital CD:00580433

From: Sean Scampton [mailto:sean@citiesdigital.com]
Sent: Tuesday, April 21, 2015 11:16 AM
To: Sandy Hirth
Cc: 'Lisa Koepke'
Subject: RE: Cities Digital CD:00580433

That is absolutely correct.

12 months of backup on 120 GB at \$1.50/GB = \$2160

Chad to 250 GB
\$4,500.00

Annual LSAP of \$780.

Total of \$2940 annual cost.

Does this make sense?

Sean Scampton | Solutions Consultant
2000 O'Neil Road, Suite 150 | Hudson, WI 54016
651.714.2800 x115 | F 866.592.7343
www.citiesdigital.com | sean@citiesdigital.com



From: Sandy Hirth [mailto:shirth@cityofcallaway.com]
Sent: Tuesday, April 21, 2015 11:12 AM
To: Sean Scampton
Cc: 'Lisa Koepke'
Subject: Cities Digital

Good Morning Sean!

I'm so totally lost when it comes to this info so please excuse my question!

Regarding the quotes below, would I add \$780.00 as a one-time fee to the monthly charge of \$180 which gives us an annual cost of \$2940?

I would appreciate your assistance with regard to this question!

Sandy Hirth
City Clerk
City of Callaway

From: Lisa Koepke [mailto:lkoepke@cityofcallaway.com]
Sent: Monday, April 20, 2015 4:51 PM
To: 'Sandy Hirth'
Subject: RE: Cities Digital

What do we pay yearly now, do you know?
So this quote is for a yearly total of \$2940.00?

Lisa Koepke

Assistant to the City Manager
City of Callaway
850-215-6702

lkoepke@cityofcallaway.com

From: Sean Scampton [mailto:sean@citiesdigital.com]
Sent: Monday, April 20, 2015 4:17 PM
To: Sandy Hirth
Cc: 'Lisa Koepke'
Subject: RE: Cities Digital

Sandy & Lisa

Here are the quotes you requested.

The first quote is a monthly quote for Cities Digital Online Backup. Included with this price is everything related to backing up your data as well as the initial set up. Therefore, there are no hidden charges, just a flat monthly cost. For more information, I've included a brochure. Based on what we talked about, Sandy, this is a perfect fit. If your storage needs ever rise or fall, your cost will rise and fall with it. You are only paid for what is used.

The second quote is what the cost for annual support for your Laserfiche system with Cities Digital. Once again, there are no hidden charges or fees. What you are entitled to with Cities Digital support is all troubleshooting of your existing components, as well as all upgrades of any and all components. This quote is only conditional on these components being the only ones in place on your system. If anything is different, we will adjust accordingly, but for what you've expressed (1 full user, 3 retrieval users, express server), this is our quote. And just a reminder, this is an annual cost.

Please let me know if you have any thoughts or questions. I'll plan to touch base with you later this week.

Thanks so much!



2000 O'Neil Rd., Suite 150
Hudson, WI 54016

Prepared For:

City of Callaway
6601 East Highway 22

Quote

Date:	Quote Number :	Revision:
4/20/2015	QUO-04364-T7P1	0

Contact:

Phone: (855) 714-2800
Fax: 866-592-7343

Product	Product ID	Quantity	Unit Price	Ext Amount
Monthly Services				
Online Back-up Monthly Storage	CD7050	120	\$1.50	\$180.00
Subtotal				\$180.00
Freight				\$0.00
Tax				\$0.00
TOTAL				\$180.00

Product	Product ID	Quantity	Unit Price	Ext Amount
Annual Maintenance				
Laserfiche Full User United Annual Maintenance	FXB	1	\$150.00	\$150.00
Laserfiche Retrieval User United Annual Maintenance	RXB	3	\$60.00	\$180.00
Laserfiche Team Server (Single repository) Annual Maintenance	S1B	1	\$450.00	\$450.00
Subtotal				\$780.00
Freight				\$0.00
Tax				\$0.00
TOTAL				\$780.00

All sales are final, VPCI and Cities Digital do not accept returns of software and all sales are final. If your product is damaged we will replace it within 30 days of purchase at no charge. Prices are subject to change.

Sean Scampton | Solutions Consultant
 2000 O'Neil Road, Suite 150 | Hudson, WI 54016
 651.714.2800 x115 | F 866.592.7343
www.citiesdigital.com | sean@citiesdigital.com



From: Sandy Hirth [<mailto:shirth@cityofcallaway.com>]
Sent: Friday, April 17, 2015 12:16 PM
To: Sean Scampton
Cc: 'Lisa Koepke'
Subject: Cities Digital

Hi Sean!

Yes, I remember speaking with you!

We are contacting several companies with regard to putting our Laserfiche files and software management onto the "Cloud" so I wanted to be sure that I touched base with you again!

We have one license and this person has full administrative rights to our Laserfiche. We then have 3 users who are "Read Only" for research purposes.

I hope this helps and if you need additional information, please email me! I'm so envious - out of the country - good for you!!

Sandy

From: Sean Scampton [<mailto:sean@citiesdigital.com>]

Sent: Thursday, April 16, 2015 10:11 AM

To: shirth@cityofcallaway.com

Subject: Cities Digital

Sandy,

Good morning! I just received your email regarding online backup and service for Laserfiche.

You may recall we spoke a few weeks ago. I had a task scheduled for next week to follow up and I'm actually out of the country on vacation but I wanted to reach out and let you know that I'll definitely get all of the details by the 21st. I'll send an email over the weekend and follow up Monday morning.

In the meantime, I'd love to get the details of your system to provide you with a quote for support. Could you give me a list of your number of users and Laserfiche licenses so that I may do so

Thanks so much! Have a wonderful rest of the week and weekend.

Sean

Sandy Hirth

From: Sean Scampton [sean@citiesdigital.com]
Sent: Friday, April 24, 2015 12:21 PM
To: Sandy Hirth
Subject: RE: Cities Digital CD:00580433

Sandy,

I understand. Everything that you described would be covered by our maintenance and online backup package.

Cities Digital annual LSAP agreement covers all upgrades, maintenance, and troubleshooting. Since you would be participating in Cities Digital Online Backup, your upgrades would be paramount and you would receive notification of when new upgrades are available. When a new upgrade is available, we will schedule a time with you to upgrade the software. We alert you and schedule it with you because we'd hate to running an upgrade while someone is attempting to access Laserfiche and assume that the system is down for whatever reason. This level of communication is part of what makes our company so appreciated by our customers.

If there are any other more specific questions, I will be happy to answer those.

Sean Scampton | Solutions Consultant
2000 O'Neil Road, Suite 150 | Hudson, WI 54016
651.714.2800 x115 | F 866.592.7343
www.citiesdigital.com | sean@citiesdigital.com



From: Sandy Hirth [mailto:shirth@cityofcallaway.com]
Sent: Friday, April 24, 2015 11:54 AM
To: Sean Scampton
Subject: Cities Digital CD:00580433

Sean -

What the City is looking for is a storage space for our files and a company who will manage the software, troubleshoot if we have scanning issues, do our upgrades automatically, etc.

Hope this helps!! I'm putting the agenda together right now!

Sandy

From: Sean Scampton [mailto:sean@citiesdigital.com]
Sent: Thursday, April 23, 2015 8:26 PM
To: Sandy Hirth
Subject: RE: Cities Digital CD:00580433

Sandy,

I already sent you the email on the 250 GB, but I wanted to make sure I was covering everything.

Sandy Hirth

From: taygee@gmail.com [<mailto:taygee@gmail.com>] **On Behalf Of** Glenn Taylor
Sent: Thursday, April 23, 2015 2:10 PM
To: Sandy Hirth
Subject: Server Info

MCCI is the City VAR (value added reseller),with a new server that stays the same,I upgraded to 9.2 Avante because they offered it for free..new server will run 2008 Server because 2012 isnt fully supported by LF yet.The server license that I have includes a free upgrade to 2012.You dont have any other expenses besides the \$2k per year that you pay for software support.So,\$9175 for server..then \$2k per year and you have a fully functional document image store program.9.2 was only released last October so I wouldnt worry about that for awhile.

Sandy Hirth

From: Michael Fuller [mfuller@cityofcallaway.com]
Sent: Wednesday, April 22, 2015 3:37 PM
To: 'Sandy Hirth'; 'Lisa Koepke'
Subject: FW: Citysvr replacement

From: taygee@gmail.com [<mailto:taygee@gmail.com>] **On Behalf Of** Glenn Taylor
Sent: Wednesday, April 22, 2015 12:26 PM
To: J. Michael Fuller
Subject: Citysvr replacement

The new Laserfiche server for \$9175 installed will replace both the Citysvr and Laserfiche...it is powerful enough and will have over 1.5tb of disk space...enough for 20 years at least.

--

Glenn Taylor MCSE
850-348-1089
850-366-8554 Google Voice
Efax 760-875-8655
glenn@evdinc.com
<http://www.evdinc.com>



This email has been checked for viruses by Avast antivirus software.
www.avast.com

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

April 28, 2015

Variance Request from Setback Requirements for Accessory Structure

<p>1. PLACED ON AGENDA BY:</p> <p>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>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)

Note: Usually a variance request would go before the Board of Adjustments for review. At this time the City does not have enough members on the Board of Adjustments. The City is and has been seeking volunteers to fill open positions.

Mr. Tobias Farrington of 6421 Wallace Road has applied for a variance from the Land Development Regulations, LDR.

SECTION 15.575 ACCESSORY USES, BUILDINGS, OR STRUCTURES

Except as otherwise provided in this section, detached accessory buildings and structures, including, but not limited to, garages, carports, and storage sheds may be located only within a rear or side yard; provided that no such building or structure shall be located nearer than five (5) feet to any property line and not closer than ten (10) feet to the principal structure.

The accessory structure/ boat cover that Mr. Tobias is proposing would be closer than 5 feet from the rear property line and closer than 10 feet from the primary structure / house. Staff has reviewed the request and finds that it would not adversely affect the public health and general welfare or impair the purpose or intent of the LDR.

ATTACHMENT:

- Survey
- Drawing
- Application

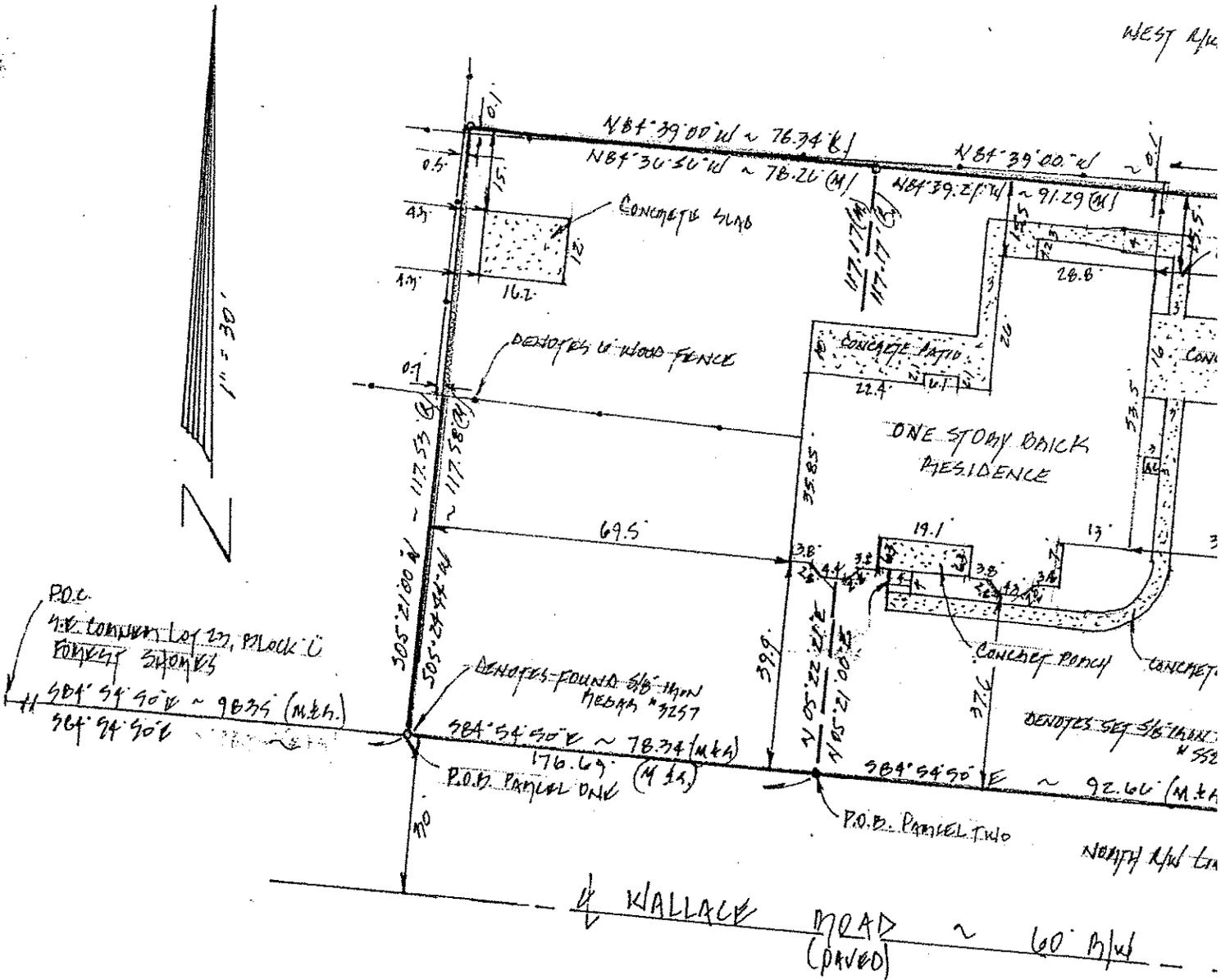
5. REQUESTED MOTION/ACTION:

Staff recommends issuance of a variance allowing the property owner to build within the setbacks.

I hereby acknowledge that I have received and reviewed a copy of this document.

X Tobias M. Anclin
 X [Signature]

WEST R/W



SURVEYORS CERTIFICATE:
 THIS CERTIFIES THAT THE SURVEY SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, SET FORTH BY THE BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17.6 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

Roger Blain Anclin
 ROGER BLAIN ANCLIN, P.S.M.
 PROFESSIONAL SURVEY & MAPPER
 FLORIDA CERTIFICATE NUMBER 5521
 DATE SIGNED 08/09/09

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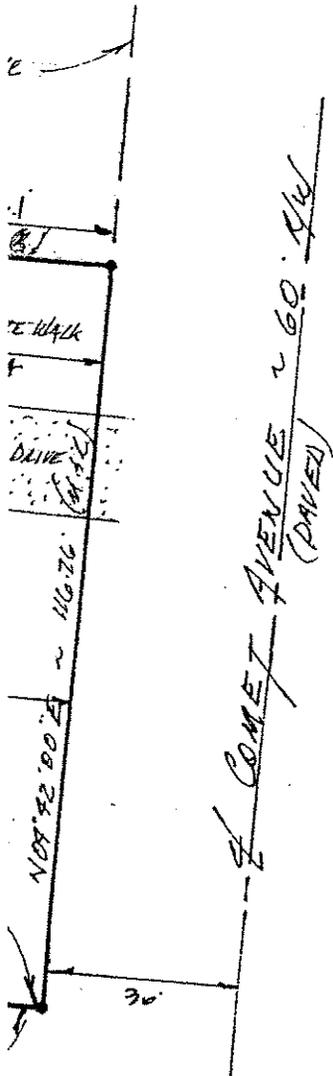
DESCRIPTION OF SURVEY:

PARCEL ONE:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 23, BLOCK "C", OF FOREST SHORES PLAT AS RECORDED IN PLAT BOOK 12, PAGE 21, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE S84°54'50"E ALONG THE NORTHERLY RIGHT OF WAY LINE OF WALLACE ROAD, 98.35 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE 78.34 FEET; THENCE N05°21'00"E, 117.17 FEET; THENCE N84°39'00"W, 78.34 FEET; THENCE S05°21'00"W, 117.53 FEET TO THE POINT OF BEGINNING. BEING A PART OF LOT 23A, BLOCK "C", FOREST SHORES PLAT.

PARCEL TWO:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 23, BLOCK "C", OF FOREST SHORES PLAT AS RECORDED IN PLAT BOOK 12, PAGE 21, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE S84°54'50"E ALONG THE NORTHERLY RIGHT OF WAY LINE OF WALLACE ROAD, 176.69 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE 92.66 FEET TO THE WESTERLY RIGHT OF WAY LINE OF COMET AVENUE; THENCE N04°42'00"E ALONG SAID RIGHT OF WAY LINE, 116.76 FEET; THENCE N84°39'00"W, 91.33 FEET; THENCE S05°21'00"W, 117.17 FEET TO THE POINT OF BEGINNING. BEING A PART OF LOT 23A, BLOCK "C", FOREST SHORES PLAT.



SURVEYORS NOTES:

- 1) SOURCE OF INFORMATION: DEED FURNISHED BY CLIENT.
- 2) BEARING REFERENCE: NS84°54'50"E ALONG THE NORTHERLY R/W LINE OF WALLACE ROAD.
- 3) THIS IS A SURFACE SURVEY ONLY. ALL IMPROVEMENTS ARE VISIBLE AS SHOWN UNLESS NOTED. NO ATTEMPT WAS MADE TO LOCATE UNDERGROUND IMPROVEMENTS OR UTILITIES.
- 4) FIELD WORK WAS COMPLETED ON 08/07/09.
- 5) THE UNDERSIGNED SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACT OF MATTERS AFFECTING THE TITLE OR BOUNDARY TO THE SUBJECT PROPERTY. IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS OR OTHER INSTRUMENTS THAT COULD AFFECT THE BOUNDARIES. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN PERFORMED BY THIS OFFICE OR THE UNDERSIGNED SURVEYOR.
- 6) A REVIEW OF THE FLOOD INSURANCE RATE MAP FOR BAY COUNTY, FLORIDA, MAP NUMBER 12005C0427H REVISED 06/02/09 INDICATES THAT THE PARCEL SHOWN HEREON IS WITHIN ZONE "X".
- 7) THERE ARE NO OTHER VISIBLE ENCROACHMENTS EXCEPT AS SHOWN HEREON.
- 8) NOT VALID WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- 9) IN SOME INSTANCES IT IS NECESSARY TO EXAGGERATE THE LOCATION OF SOME FIXTURES SUCH AS FENCES, ADDITIONAL PROPERTY CORNERS FOUND, ETC., IN ORDER TO MORE CLEARLY REPRESENT THE AFFOREMENTIONED ITEMS.

SYMBOLS AND ABBREVIATIONS:

N=NORTH, S=SOUTH, E=EAST, W=WEST, 0=DEGREES WHEN USED IN A BEARING, ' =MINUTES WHEN USED IN A BEARING AND FEET WHEN USED IN A DISTANCE, " =SECONDS WHEN USED IN A BEARING, R/W=RIGHT OF WAY, CL=CENTER LINE, P.O.C.=POINT OF COMMENCEMENT, P.O.B.=POINT OF BEGINNING, R=RADIUS, CH=CHORD, (R)= RECORDED, (M)=MEASURED, P.C.=POINT OF CURVATURE, D=DELTA ANGLE, ---//--- = BROKEN LINE, NOT TO SCALE.

ANGLIN LAND SURVEYING

**BOUNDARY SURVEY PREPARED FOR
TOBAIS M. FARRINGTON**

SCALE: 1" = 30'	APPROVED BY FB. 59 ~ P. 72	DRAWN BY BAF
DATE: 08/09/09		
ROGER BLAIN ANGLIN, P.S.M., (850) 271-4055 1201 SAVANNAH DRIVE, PANAMA CITY, FL., 32405		
ADDRESS: 6421 WALLACE ROAD	DRAWING NUMBER 09-159	

CERTIFIED TO:
 VGTON
 TITLE INSURANCE COMPANY d/b/a
 ID & ABSTRACT COMPANY



REQUEST FOR A VARIANCE

BOARD OF ADJUSTMENTS

(A copy of your current deed, property tax bill and/or survey may be required.)
Non refundable fee of \$250 due at time when application submitted

Date: 24 March 2015

Application No. 15-01

Applicant's Name: TOBIAS FARRINGTON

Applicant's Address: 6421 WALLACE RD PANAMA CITY FL 32404

Telephone No.: (850) 238-7907

Other No.: _____

Street address or location of proposed variance request: 6421 WALLACE RD

Legal description of property of variance: see survey

Type of variance requested: From setback requirements

Present zoning classification: R-9

Action taken on any prior applications (for part or all of land): N/A

List the names and address of All owners and occupants at the property:

TOBIAS FARRINGTON 6421 WALLACE RD

Name Address

MILUSKA FERNANDEZ 3502 JENKS AVE APT # 6307

Name Address

Name Address

Name Address

[Signature]

Applicant's Signature

26 MAR 15

Date

Please Do Not Write Below This Line

Sworn to and subscribed to me this 26th day of March 2003 by Tobias Farrington

Who personally appeared before me and produced FLDL F052813743840 as identification.

[Signature]
Notary's Signature



Elizabeth Louise Hall
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF175504
Expires 11/19/2018

March 24, 2015
Date

City of Callaway's Notes

LDR section reference: 15.575

Setback requirements: Front: N/A Back: 5' Left: 5' Right: 5' Corner:

Proposed setbacks: Front: N/A Back: 2' Left: 111' Right: 36' Corner:

Planning Department's recommendation to the Board of Adjustments: See Summary