



CITY OF CALLAWAY, FLORIDA
CITY HALL

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

Mayor
Thomas W. Abbott

Commissioners
Melba Covey
Pam Henderson
Bob Pelletier
Ralph L. Hollister

PUBLIC NOTICE

REGULAR MEETING

by the City of Callaway Board of Commissioners
on Tuesday, June 23, 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 May - Bonnie Poole - Code Enforcement Officer
- Proclamation - July as Park and Recreation Month
- Code Enforcement Board - Chairman Joseph Volpi
- Bay County Sheriff's Office - Lt. Michael Branning

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.
- Public Participation will be heard at the beginning of the meeting only.
- Comments are limited to three (3) minutes.

APPROVAL OF MINUTES

- Commission Workshop Meeting - May 18, 2015
- Commission Regular Meeting - May 19, 2015
- Commission Special Meeting - June 10, 2015

Minutes Not Previously Approved

- AWT Partners Meeting - July 15, 2014
- Commission Workshop Meeting - July 31, 2015

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."

- Commission Special Meeting - August 4, 2015
- Commission Special Meeting - August 19, 2015
- Commission Workshop Meeting - August 25, 2015

CONSENT AGENDA

- ITEM #1 Budget Transfer - Fire Department (A/C Repair)
- ITEM #2 Budget Revision -Sewer Fund to Water Fund
- ITEM #3 Budget Transfer - Water Department
- ITEM #4 Budget Transfer - Street Department
- ITEM #5 Code Enforcement Board Application
- ITEM #6 Bid Award - Veterans Park Fence Replacement
- ITEM #7 Audit Engagement Letter - Warren Averett
- ITEM #8 Professional Planning Services Agreements
- ITEM #9 Financial Update

OLD BUSINESS

- ITEM #10 Budget Revision - IT Equipment and Service - City Manager Fuller

REGULAR AGENDA

- ITEM #11 Discussion on Highway 2297 Utility Line/s - Commissioner Covey
- ITEM #12 Amending the Salary & Wage Schedule - City Manager Fuller
- ITEM #13 Assistance to Firefighters Sub-Grant Agreement - City Manager Fuller
- ITEM #14 Senior Citizen Utility Discount - Amending Application Requirements - City Manager Fuller
- ITEM #15 Solid Waste Services Schedule - Holidays - City Manager Fuller
- ITEM #16 Discussion of a Yard of the Month Program - City Manager Fuller
- ITEM #17 Park Dedication/Name of Veterans Park - 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.

- City Offices will be closed on Friday, July 3, 2015, in observance of July 4th Holiday
- Code Enforcement Board Meeting - Thursday, June 25, 2015, 6:00 P.M.
- Budget Workshop Meeting, Tuesday, July 14, 2015, 6:00 P.M.
- Commission Workshop Meeting, Monday, July 27, 2015, 6:00 P.M.
- Commission Regular Meeting, Tuesday, July 28, 2015, 6:00 P.M.


Sandra B. Hirth, City Clerk

Providing public input is important. It can be accomplished by calling, emailing, making an appointment with your Commissioner, or speaking at a public meeting. Public Participation will be at the beginning of the meeting and is limited to three (3) minutes.

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

Public Participation for the 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 and for Public Participation at the beginning of the Regular Commission Meeting.

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

May 2015

Presented to

Bonnie Poole

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


Mayor


City Manager



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INTEROFFICE MEMORANDUM

To: Michael Fuller, City Manager
From: Bill Frye, Zoning & Code Enforcement Officer *W. Frye*
Subject: Recommend Bonnie Poole for Employee of the month
Date: June 16, 2015
CC: Trish Johnson, Human Resources

Mr. Fuller,

I would like to nominate Mrs. Bonnie Poole for Employee of the month. Mrs. Poole with her prior experience in Code Enforcement has been able to "hit the ground running" and accomplish a great deal in a short period of time. Mrs. Poole is self motivated and is always looking for options on how to improve things. She brings a positive attitude that inspires those around her. Other employees have mentioned that, "she is always smiling". Mrs. Poole has proven to be able to handle tough situations with citizens as well as being very helpful to those in need.

Mrs. Poole has been instrumental in setting up the new Code Enforcement GIS Mapping application. She is very organized and takes pride in having detailed notes and neat and easy to follow files and reports.

Mrs. Poole is and will continue to be an employee that makes Callaway a better place to live, work and play.

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

PROCLAMATION

Designation of July as Park and Recreation Month

WHEREAS, parks and recreation programs are an integral part of communities throughout this country, including the City of Callaway; and

WHEREAS, our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS, parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

WHEREAS, parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, parks and recreation areas are fundamental to the environmental well-being of our community; and

WHEREAS, parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

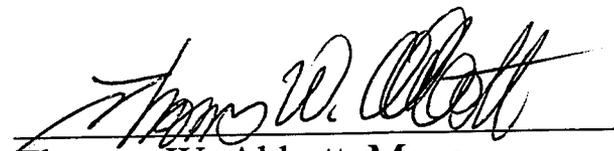
WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

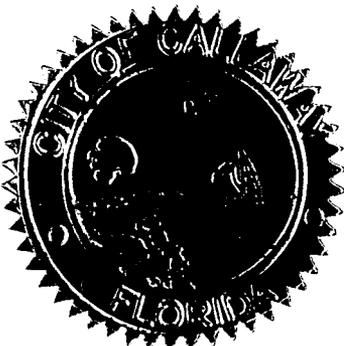
WHEREAS, the U.S. House of Representatives has designated July as Park and Recreation Month; and

WHEREAS, the City of Callaway recognizes the benefits derived from park and recreation resources

NOW THEREFORE, BE IT RESOLVED, by the City of Callaway that,
July is recognized as Park and Recreation Month in the City of Callaway, Florida

CITY OF CALLAWAY
FLORIDA


Thomas W. Abbott, Mayor



CALLAWAY BOARD OF COMMISSIONERS WORKSHOP

May 18, 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 Covey did the Invocation and Commissioner Henderson led the Pledge of Allegiance.

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

ALSO PRESENT: City Manager Fuller, Leisure Services Director Legare, Fire Chief Joyner, Zoning and Code Enforcement Officer Frye, Finance Director Waldrip, Assistant to the City Manager Koepke and City Clerk Hirth

Mayor Abbott said the way he would like to proceed through this agenda was to call each item to see if there was anyone who wanted discussion on that item.

CONSENT AGENDA

ITEM #1 Award Bid for Janitorial Services - City Hall, Planning Department, Public Works and Approval to Sign Contract

Commissioner Covey stated the Pro Force letter did not reference the RFP regarding what was required to be accomplished at each building. Commissioner Henderson stated he has to abide by the RFP requirements when he submitted a proposal. Commissioner Covey asked about cleaning the tile flooring and carpets at City Hall. City Manager Fuller said he would get a quote on each separate building and bring it back to the Board during the budget workshops for next fiscal year.

ITEM #2 Annual Paving List and Request to Advertise Asphalt Bid for 2015

Commissioner Pelletier asked who compiles the paving list. He was told the list was a living document whereby when a street is paved it will go to the bottom of the list. City Manager Fuller stated the Public Works Staff goes out to check all of the streets to see if there are any emergency issues that would cause the street to be moved to the top of the list.

ITEM #3 FDOT Traffic Signal Maintenance & Compensation Agreement for FY16

Commissioner Covey stated this was the Agreement that we had such a hard time with last year and asked City Manager Fuller what amount did we receive for FY15. City Manager Fuller said we received a little over \$10,000 this year and Commissioner Covey noted that we will be receiving \$18,848 for FY16. He stated it would cost the City quite a lot to purchase the equipment and vehicles needed to do the annual checks and repairs on these few lights. Commissioner Hollister stated the west side of Tyndall Parkway from 11th Street to 7th Street looks very bad with trash along the curbs,

etc. City Manager Fuller stated he would contact ICA who is responsible for cleaning the curbs periodically.

ITEM #4 Financial Update

PUBLIC PARTICIPATION

Mr. Bill Brown, 6023 Howard Road, Callaway, FL, stated he emailed the Elected Officials and others regarding citizens not receiving enough time to review items on the audit. He said he did not feel it would have taken too much time to do this. He said there were 6 items showing a major weakness and each one could have been put on the agenda as a separate item. He feels the citizens have been short-changed and not given enough time to address material weaknesses noted on the audit. He said he hopes this will be changed in the future.

PUBLIC HEARINGS

ITEM #5 Ordinance #956 - Final Reading - Large Scale Plan Amendment - Primrose Bay

There were no questions on this item.

ITEM #6 Ordinance #957 - Final Reading - Planned Development Zoning - Primrose Bay

There were no questions on this item.

ITEM #7 Ordinance #959 - Final Reading - Sewer Customers to Connect to City Water

Mayor Abbott stated he was under the impression that these letters went out to all residences that did not have water or sewer connections to the City who were 100 feet or less. Commissioner Covey stated she had mentioned this months ago when they were first discussing this issue. Mayor Abbott said he thought it was the law that they must hook up and that a letter would be sent to anyone meeting the criteria. City Manager Fuller stated the residences were identified by who already had a sewer only account with the City and we are requiring that they hook up to the water system. He said these accounts were verified by Public Works Director Johnson and Superintendent Martinez. Commissioner Covey asked how could we identify the residences who were not hooked up to either water and sewer. City Attorney Obos said he thought the 365 day letters were sent to everybody who fell into that category. Mayor Abbott said he thought if they were 100 feet or less that based on the law if it's available, they had to hook up within 365 days of notification. He asked if we should be compelled to apply it to people who are on wells and septic tanks within the City limits. City Attorney Obos said it's a law on our books and other than the "grandfathered in" properties through the Capital Extension process, it should be applied throughout the City. Mayor Abbott said they should move on to vote tomorrow night on Item #7 and have the City Manager and Public Works Director come back to the Board with some type of plan to get those people identified and sent letters. Commissioner Covey stated this all came about the first time when City Manager Collins said Public Works Director Johnson had identified those people and it was a very long list.

OLD BUSINESS

ITEM #8 Laserfiche Management Options and Request for Budget Revision

Commissioner Covey said she would take the time to read the information that was just handed out tonight so she would be able to vote on this issue tomorrow night. Commissioner Pelletier said they need to move as quickly as possible because our system has some serious issues. He said Springbrook is unlicensed, the server at Public Works is infested with viruses, City Hall has issues with security, etc. Commissioner Henderson asked if we could get representatives here to represent what they are quoting and was told that would only be possible for local representatives. Commissioner Pelletier said the Gardner quote did not address hardware at all. Mayor Abbott said he respects Commissioner Pelletier's knowledge in this area and he felt time was of the essence. He said he wants to rely on our experts. Commissioner Covey wanted an email to be sent so they knew what was asked of the vendors and this way they could review each quote with the knowledge of what they were quoting on. Mayor Abbott said they should all review the information they have from the vendors and come in tomorrow night ready to vote.

REGULAR AGENDA

ITEM #9 Funding Request for Early Learning Coalition

Commissioner Covey said this request comes in every year. Mayor Abbott said they mail the request to him and he thought it should be a Board decision and not just him speaking for the Board.

ITEM #10 Resolution 15-18 - Work at Home Policy

Commissioner Covey said she was not comfortable with employees working at home. She said the City would have to put something in place to protect the City's information and system. Commissioner Henderson said if something is time critical why not stay at City Hall and work through it. She asked if only salaried individuals would be working from home and how do we verify hours worked. City Manager Fuller said toward the end of the month it's time to get the bills sent out which is a critical time. He stated there have been adjustments to bills that happen daily and these have to be completed prior to sending the bills to Municode for processing. Commissioner Covey said it was not necessary to work at home. Commissioner Pelletier stated there is no security in our City right now. Commissioner Covey said they do not want to buy equipment for this process. Commissioner Pelletier said a Resolution should come from the Commission because they make policy and that precautions would have to be put into place. He said the City Manager should have access from home but where do they go from there. He said we trust our employees. Commissioner Hollister said we need to hold off working at home until the correct precautions have been made and the City is secure.

PUBLIC PARTICIPATION

Jim Jennings - 7415 Sara Lane, Callaway, FL, said he's lived in Callaway since 1986 and he's against people working at home. He addressed the Commission and said with the issues we have in Finance they are still kicking the can down the road. He stated we need to find out what's going on and that 8

months ago one lady left the Finance Office and he didn't know of any problems. He said they still do not have anything from the last budget year and we still didn't have that budget so how can they go into this budget year. He said they need to figure out the problem and do it.

Brigid Johnson, 7509 Melody Lane, Callaway, FL, stated she was dead set against anyone working from home. She said she's had major hacking going on with her home computer which had excellent virus protection. She said when her husband drops off their checks for the water and irrigation bills that they under any circumstances give someone permission to take her checks home and post it to their accounts. She said she's going to wait until they make a decision and she says no. She said to let the young woman get up and go to work like everyone else, she will start a petition if they start this and will go up and down her street until there are enough signatures to stop this. She said everybody gets hacked every day of the week and asked what part of that did they not get. She said we are dealing with thousands of customers who are trusting us to do the right thing. She said she absolutely says no to this and she will start a petition and have all of her neighbors call them. City Manager Fuller stated we absolutely do not ever take a utility payment or check home and post to accounts. Mayor Abbott asked for her to rest easy that no one has ever or will ever be posting checks or money to accounts from home.

Janice Jennings, 7514 Sara Lane, Callaway, FL, asked them not to allow working from home and stated she wanted to explain what happened to her. She stated her Social Security number has been compromised and she went to her bank and put restrictions on their account which greatly limited the services they can use. She said this happened through the Department of Motor Vehicles so she went all the way to the State office regarding this and they referred her to Washington D. C. She stated she contacted Washington D.C. agency and was told she had no rights and that it was against the Privacy Act. She said they told her there is a lady in South Florida using her SS # for a driver's license. She was told to get a lawyer because that was the only way it could be worked out to find who was using her SS #. She stated they need to come into the office to work, that it's not too far from anyone's home that they could not go to City Hall and work.

Bill Brown, 6023 Howard Road, Callaway, FL, said safeguarding customer information should be a concern of the City. He stated unless the people taking work home are salaried, how would they keep up with their overtime. He said from what he's hearing he wonders if we are utilizing the talent we do have at City Hall. He said effective leadership, better organization and aggressive supervision was better than taking work home that probably should have been completed during the workday. He said he had found that if an employee puts in an 8-hour day that work will be completed in the time allotted and usually morale will be better. He said working at home is not the answer and would probably create more problems. He said employees should use City issued computers and monitors to minimize problems. He said working at home is not the way to go.

ITEM #11 Springbrook Analysis

Commissioner Covey said they had just received the analysis at tonight's meeting. She asked when can a Springbrook representative appear before the Board so they can ask questions about any additional software applications we need to purchase. She said there were no dollar amounts included and she would like to ask questions about moving our City forward. City Manager Fuller said he had just received the analysis today and he had not asked the representative any questions regarding appearing before the Board but he would contact the representative.

ITEM #12 Temporary Finance/Accounting Assistance

Commissioner Covey said she noticed they have recommended doing the work through the audit firm. She stated we do not need a CPA to do the functions she has outlined for this position. She said if we went out and used them again we already know they have a higher rate of pay than we would probably want to pay. She said the Temporary Service providers will pay the person a minimal amount while charging the City a premium cost. She stated we're left with two choices - we can advertise for an accounting assistant paying them \$10-13 and would not have to use them every day, five days a week or we could check with accounting firms who may have assistants who may want to earn extra money. She said we just did not need to spend a lot of money on this. She said Commissioner Henderson offered her assistance and asked if anyone had taken her up on it. She stated Commissioner Pelletier has offered his time to help get the check scanning up and running and he stated he had not had time to get with them yet. She said they probably would not like it but she wants to donate her time working in the front office because she had been a utility billing assistant previously for four years and would be glad to help out on the busy days.

PUBLIC PARTICIPATION

Janice Jennings, 7514 Sara Lane, Callaway, FL agreed with Commissioner Covey that we should just go out and advertise for a person so we didn't have to pay them so much. She also suggested that we check with Gulf Coast's accounting department because we may be able to get an intern that would not cost us anything if they were working on their internship. She said they would have all of the qualifications and asked if we had looked into doing this. City Manager Fuller thanked Mrs. Jennings for her suggestion.

ITEM #13 City Clerk Position

Mayor Abbott informed everyone that City Clerk Hirth would be retiring on July 6, 2015. Commissioner Covey said she put this on the agenda along with the job description in case anyone would like to revise anything on it. She said the job description was very thorough and hoped to get the advertisement out as soon as possible so there would be the possibility of hiring someone to work with her for a few days prior to her retirement. Mayor Abbott stated they all needed to be thinking about this so they can make some decisions tomorrow night at the Regular Commission Meeting. City Manager Fuller stated he would do whatever the Commission asked him to do.

There being no further business to discuss, Commissioner Covey moved to adjourn the Workshop Meeting at 7:15 P.M. Commissioner Henderson seconded the motion.

All ayes

Sandra B. Hirth, City Clerk

DRAFT

**CALLAWAY BOARD OF COMMISSIONERS REGULAR MEETING
MAY 19, 2015
TIME: 6:00 P.M.**

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

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

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

MAYOR'S INSTRUCTIONS

Mayor Abbott asked for any additions/deletions on the Agenda. There were none.

PRESENTATIONS/PROCLAMATIONS

EMPLOYEE OF THE MONTH FOR APRIL - ANGELA NAUSS - LEISURE SVCS

The Commission preceded to the main floor to present Ms. Angela Nauss with Callaway's Employee of the Month for April, 2015. Mayor Abbott stated in the letter recommending Ms. Nauss for this award from Department Head Legare, he stated she has an excellent work ethic. She comes in at anytime that she is needed on weekends and assumes other duties when asked. Angela assists with special events and does a great job of anticipating work that needs to be accomplished to make these events run smoothly. She is an asset to the Leisure Services Department and the whole City.

BAY COUNTY SHERIFF'S OFFICE REPORT FOR APRIL

Cpl Jeff Haire was present to inform the Commission of the statistics for the month of April.

Miles Patrolled	24,134	Traffic Stops	90
Calls for Service	1,172	Traffic Citations	90
Arrests Made	89	Traffic Accidents	43

Cpl Haire stated there were several burglaries, vandalisms, etc. some of which were in the Sims Avenue and Boat Race Road areas but all incidences such as these have been closed out with arrests. It was asked that the Sheriff's Office patrol more areas where there's speeding and Cpl Haire said they would put out the traffic trailer, which gives the Sheriff's Office an idea of the rates of speed the vehicles are traveling, and they are currently patrolling the streets for speeders in between calls for service. He said he would bring these concerns to the attention of Lt. Branning.

CODE ENFORCEMENT BOARD REPORT

City Clerk Hirth explained that Chairman Volpi was not present tonight because the Code Enforcement Board has not had another meeting since he reported at the April 28, 2015, Commission Meeting. At that time he reported on the April 23rd Code Enforcement Board meeting and the next meeting is not until May 28th.

CALLAWAY YOUTH BASEBALL PRESENTATION TO THE CITY OF CALLAWAY

The Callaway Youth Baseball presentation was postponed due to no one being present.

HEALTH INSURANCE PRESENTATION - THE CLEMONS COMPANY

Scott Clemons said that he and City Manager Fuller had been trying to come up with a game plan for health insurance for the next fiscal year. He said he understood the City is under budget constraints. He stated he wants to gather information from the market place to better inform the Commission of what's out there for them to consider. He said the Commission had mentioned self-insured insurance last year which would move away from the brand name carriers. He said going this way, the employees would be required to answer a health questionnaire and turn it into the company. He said they could make it completely safe to turn this information in by several different methods. He said currently we cannot get estimates from insurance carriers because they do not like to present a quote until we are 90 days out from enrollment which will be July 1. He said after July 1st they would need about 3 weeks to gather the quotes and come back to the Commission. He said because of the size of our group we did not have to be compliant until 2016. He stated we can either offer affordable, compliant insurance to the employees by law or pay penalties. Mr. Clemons said self-funded was a scary term because using it you have to define risk and he would not recommend this until the numbers are in. He said there are two types of self-funded - 1) they would cap the City's exposure at, for example, 25% that the City would pay and then the re-insurance company would pay the rest, or 2) they could do an aggregate re-insurance which is when totality of insurance claims gets to a certain point then the re-insurance pays after that. He said he would never recommend this type coverage until he received the numbers (claims total). He stated that the Blue Cross Blue Shield network is really big and it's hard to find doctors, hospitals, etc that are not accepting their coverage. He said if we go to someone else they need to look at the network. He said he spoke with City Manager Fuller after he had a Department Head meeting regarding their thoughts on insurance and one thing that came up was could we do a clinic like the School Board has done for their employees. Mr. Clemons said to do a clinic we would need at least 300+ bodies to be insured. He said another things that is out there is Tele-Medicine where an employee registers and the Doctor calls and speaks with them to diagnose the problem and then he would call in medicine. This option would cost \$5/month per employee and would cover their entire family. Mr. Clemons stated that he would, as previously stated, have numbers for discussion with the Board during the third week in July. Commissioner Covey asked if Mr. Clemons' company ever went around and spoke to the employees individually and he stated they do this every year with each employee.

PUBLIC PARTICIPATION

Janice Jennings, 7514 Sara Lane, Callaway, FL, said she had previously worked at home for 6 years with a government firm and had to sign a disclosure form. She said when you work at home you do not get a full 8 hours of work because you stop many times to deal with issues that come up around the house. She stated the main goal of the Advisory Committee was to save money and get the City moving forward but if we did allow work at home then the City would have to provide computers for the employees.

Brigid Johnson, 7509 Melody Lane, Callaway, FL, said she wanted to talk about Commissioner Pelletier and how he worked at City Hall. She said she was under the impression that no one wanted to go along with his recommendations for City Hall. She said Commissioners Pelletier, Covey and Henderson have offered to help out at City Hall. She said they had better take these people up on this before they start spending money. She said she was with Mrs. Jennings that

their (Advisory Committee) main goal was to cut costs. She stated she didn't see the citizens getting anything back for their money right now because all we do is spend, spend, spend. She said it has to stop because they do not have this kind of money.

John L'Heureux, 133 Lauren Lane, Callaway, FL, inquired about the AWT mediation. He stated it had dropped off the radar. He said he heard months ago that the mediation was almost settled and they would hear something from it the next week but it still is not settled. He asked where we are on getting it settled because he had seen other mediations and they did not last this long. Commissioner Covey stated their mediator told them he had seen one case that took 6 years. She said they have been instructed to not discuss the mediation. She said they are emailing and having meetings every week to try to get this settled. Mr. L'Heureux asked how the Lockbox is doing and was told by Commissioner Covey that she had asked City Manager Fuller this recently and he told her it began April 1st and they have handled 698 transactions at a cost of \$453.56 plus the \$50 monthly fee. He stated he did not believe the 698 transactions included any of the ACH transactions. Mr. L'Heureux informed everyone that there was a meeting and a reception for Mrs. Lillian Patterson and Mrs. Jackie Hogan following the meeting to express our appreciation for all of the work they have put into the Callaway Historical Society, the Museum and the Old School House. He said it will be Sunday, May 24, 2015, at 3:00 P.M. and he hopes citizens and elected officials will come out and show their appreciation to these two ladies.

Jean Champoux, 621 S. Berthe Avenue, Callaway, FL, said she strongly supports Commissioner Covey's suggestion to employ a qualified, experienced consultant to evaluate the overall City government operations. She said it is obvious to concerned citizens that we are in trouble. She said our procedures for daily business are ineffective and cause an encompassing problem for City operations as a whole. She stated they didn't want to spend money that we didn't have to but thought a reasonable expenditure for an evaluation such as this would provide a long term value for Callaway. She said she was also opposed to the "Work at Home" Resolution until there is a detailed definition of what "Work at Home" means. She said this should be spelled out in detail before we embark on it. She said they should and could be providing a community resource assistance for temporary assistance in the Finance Department as proposed by Mrs. Jennings at last night's meeting. She asked why a salary range was not posted in the job posting for Public Works Director. She stated the Workshop Meeting on the night before the Commission Meeting is not working as they had hoped. She said citizens are denied the right to speak on specific issues when they are unable to attend the Workshop. She said the concept is confusing and unproductive. She said the process should be reviewed and reconsidered. Commissioner Covey said FLC did not have a service to evaluate operations but stated she was given the names of two companies that did time management evaluations.

Bill Brown, 6023 Howard Road, Callaway, FL, said he sent an email to the Mayor and City Manager and copied the rest of the Commission and others. He read the email to the Commission which will be added to the Minutes as backup. He said he wanted to recommend that Veterans Park be renamed to Robert C. Thompson Veterans Park because of the many things Mayor Thompson had done for the veterans of our area. He stated he was a member of many organizations to help veterans and felt this was the proper thing to do. He said they are ready to do petitions to ask that this change be made but wanted to wait and see what the Commission would decide to do first. Mayor Abbott thought these type ideas were wonderful but said they would do well as a Board to go back to when the park was first dedicated to see what the stipulations were in that agreement. CM Fuller stated he had mentioned to Mr. Brown prior to the meeting that the Pavilion was named after Bobby Hodges and would have to look into that

also. Commissioner Covey stated we did not want to offend other veterans who maybe felt that they deserved it also. She said they want to be fair and equitable. Mayor Abbott asked that City Manager Fuller get all of the information together regarding the establishment of Veterans Park, the naming of the Pavilion and any other information that is available. Commissioner Covey stated that before she was elected she ran the idea by Mrs. Thompson that maybe they could plant a tree and put a plaque there with his name on it to recognize him and all that he's done for veterans. She said there are many ways we could recognize Mayor Thompson at that park.

APPROVAL OF MINUTES

Commissioner Pelletier moved to approve the Minutes from the Commission Workshop held on April 27, 2015. Commissioner Henderson seconded the motion.

Roll Call Vote:

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

Motion passed

Commissioner Henderson moved to approve the Minutes from the Regular Commission Meeting held on April 28, 2015. Commissioner Hollister seconded the motion.

Roll Call Vote:

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

Motion passed

Commissioner Pelletier moved to approve the Minutes from the Commission Workshop held on May 5, 2015. Commissioner Henderson seconded the motion.

Roll Call Vote:

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

Motion passed

CONSENT AGENDA

ITEM #1 Award Bid for Janitorial Services - City Hall, Planning Department, Public Works and Approval to Sign Contract

- ITEM #2 Annual Paving List and Request to Advertise Asphalt Bid for 2015**
ITEM #3 FDOT Traffic Signal Maintenance & Compensation Agreement for FY16
ITEM #4 Financial Update

**Commissioner Pelletier moved to approve Items #1-4 of the Consent Agenda.
Commissioner Henderson seconded the motion.**

All ayes

Mayor Abbott closed the Regular Commission Meeting at 6:57 P.M. and opened the Public Hearing.

PUBLIC HEARINGS

ITEM #5 Ordinance #956 - Final Reading - Large Scale Plan Amendment - Primrose Bay

City Attorney Obos read Ordinance #956 - Final Reading - Large Scale Plan Amendment - Primrose Bay by title only. The public was asked if they had any input or questions about Ordinance #956. There was no public input.

Commissioner Hollister moved to approve Ordinance #956 - Final Reading - Large Scale Plan Amendment - Primrose Bay. Commissioner Pelletier seconded the motion.

All ayes

ITEM #6 Ordinance #957 - Final Reading - Planned Development Zoning - Primrose Bay

City Attorney Obos read Ordinance #957 - Final Reading - Planned Development Zoning - Primrose Bay by title only. The public was asked if they had any input or questions about Ordinance #957. There was no public input.

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

All ayes

Commissioner Hollister was absent for the vote.

ITEM #7 Ordinance #959 - Final Reading - Sewer Customers to Connect to City Water

City Attorney Obos read Ordinance #959 - Final Reading - Sewer Customers to Connect to City Water by title only. The public was asked if they had any input or questions about Ordinance #959. There was no public input.

Commissioner Pelletier moved to approve Ordinance #959 - Final Reading - Sewer Customers to Connect to City Water. Commissioner Covey seconded the motion.

All ayes

Commissioner Hollister absent for the vote

The Public Hearing was closed at 7:02 P.M. The Regular Commission Meeting resumed.

OLD BUSINESS

ITEM #8 Laserfiche Management Options and Request for Budget Revision

City Manager Fuller said this is the follow up from the past several meetings. He asked that the Commission ratify the 3-month agreement with OnSystem's, Inc. for temporary IT services. He said he solicited bids from two other local vendors for the Commission's review and had placed all the information in a summary format for the Board. Commissioner Pelletier stated when he looked at the bids he did not see where Gardner had listed any cost for hardware so that was a cost that was hidden and said with Inacomp, they were basically keeping us as we currently are and not moving to a new technology plan. Mr. Dick stated he wished to clarify that he had sent additional information last night to add to his previously submitted package. He said they identified a lot of areas last week that needed addressing and their proposal was proactive rather than reactive. Commissioner Covey asked if they have any local companies where they handle the IT services and Mr. Dick named several. She said that the figure of \$60,000 caught her attention because as she looks at OnSystem's quote of \$10,000 that is was hard to understand how they could be so far apart. She said per OnSystem's quote, we will never have to buy additional equipment. Mr. Dick explained his quote was for 4 servers, MS licenses, 24 new work stations and firewalls, etc. Mayor Abbott said if OnSystem meets the needs of the City could Mr. Dick explain why was his way better than the other quotes. Mr. Dick said he's offering 3 years no maintenance cost on server or work stations and \$2,000 a month managed support agreement to keep all of the equipment up and running. Commissioner Pelletier asked Mr. Dick why he did not consider Thin Client. Commissioner Pelletier stated everyone who quoted was given a list and then they gave a cost. He said it was up to the firms to come up with whatever ideas they had to serve the City. Commissioner Pelletier stated Onsystem had a different approach than Inacomp. He said Onsystem has quoted a cost of \$10,000 setup and \$1,900 per month. He said there was a \$50,000 disparity because of using different approaches. Commissioner Pelletier also stated at this time that City Attorney Obos has informed him that he would be allowed to vote on this issue. Commissioner Henderson asked if \$1,900 per month was the total cost to the City and was told that was correct.

Commissioner Henderson moved to ratify a 3-month temporary contract with OnSystem's, Inc. to provide temporary IT services for the City. Commissioner Pelletier seconded the motion.

All ayes

Commissioner Hollister moved to approve OnSystem's Inc. as the IT provider for the City with a setup fee as \$10,409 and a monthly fee of \$1,900.00 for services to our system. Commissioner Covey seconded the motion.

All ayes

REGULAR AGENDA

ITEM #9 Funding Request for Early Learning Coalition

This item died for lack of a motion.

ITEM #10 Resolution 15-18 - Work at Home Policy

Item #10 - Resolution 15-18 - Work at Home Policy - died for lack of a motion.

After further discussion regarding the security of documents, equipment, etc. the following motion was made.

Commissioner Covey moved to request that anyone currently working at home at this time to cease working at home. Commissioner Henderson seconded the motion.

Roll Call:

Commissioner Covey - aye

Commissioner Henderson - aye

Commissioner Pelletier - aye

Commissioner Hollister - nay

Mayor Abbott - nay

Motion passed.

ITEM #11 Springbrook Analysis

City Manager Fuller said he has provided the information given to him by the Springbrook Representative who evaluated our system. He stated that he has asked that she come before the Board to answer any questions they may have with regard to the report or future changes to our system. He said he has not heard from the Representative yet. Commissioner Pelletier asked if we had been given any costs involved and City Manager Fuller said that he had thought there would have been figures included but they were not. Commissioner Covey said reading the report was very difficult and they would certainly benefit by having someone explain the report to them.

ITEM #12 Temporary Finance/Accounting Assistance

City Manager Fuller stated per their discussion last evening regarding providing assistance to our Finance Director, he would be looking at different avenues such as the Gulf Coast State College

Accounting program to see if they will offer assistance to the City by way of a student needing credit, an intern, etc.

Commissioner Hollister asked that this item be tabled to the next meeting.

ITEM #13 City Clerk Position

Commissioner Covey asked how quickly could we get this position advertised and City Manager Fuller stated we can get it advertised as soon as the Board wishes. Mayor Abbott asked what did they want to be advertised and it was decided that the job description, salary range and benefits package would be advertised. They also decided to have the position advertised from May 22, 2015 through June 5, 2015 through the website, FLC and Work Force Florida. The Board also decided to have a Special Meeting on Wednesday, June 10, 2015, at 6:00 P.M. to review the applications and narrow them down for interviews. The applications should be submitted to the City Clerk where she will forward all applications to each Board Member.

COMMISSION COMMENTS

Commissioner Covey - asked why there was no salary on the Public Works Director's salary range. City Manager Fuller stated there was no particular reason why it was not in the advertisement. He continued by saying the salary amount has already been budgeted this year. He said we have had about 10 applicants. Commissioner Covey said she asked about the new ordinance to require a fee for lien searches and so far we have already collected \$6,705. She asked if the Code Enforcement Report was online and City Manager Fuller asked Zoning and Code Enforcement Officer Frye when it could be placed online and he responded he could have it up on the website by Friday but that it is a huge report. City Manager Fuller said they could list it under notifications so it would not be so hard to find. He said the GIS Report will not be accessible to the public. Commissioner Covey said asked if Code Enforcement had a database to track foreclosures and was told they do. She also asked about the previous 27 businesses who had not paid for their Business License and Mr. Frye said they were all paid or no longer in business. Commissioner Covey reminded the Board that the widening of Hwy 2297 where the County and Eastern Shipyard went together and received a LAP grant will be costing the City around \$320,000 to relocate the water/sewer lines going under the Cook's Bayou bridge. She said we need to get on top of this regarding trying to get help for Callaway's cost. She said she wants this on the next agenda to discuss resources to pay for the movement of these lines. She stated her final item is about a house that has a 3' deep swimming pool in the front yard, a trampoline and other unsightly mess and wanted to know if we had an ordinance that addresses the pool being a danger to children. She asked that an Ordinance be brought before the Commission addressing an issue such as this.

Commissioner Pelletier - stated he would like to dabble in our website and then will bring back information to the Board. He also stated that we have email issues that need to be resolved. He asked what was the status of ex-City Manager Collins' paying himself for Comp Time. It was said that nothing had changed and we had not heard from him. Commissioner Pelletier stated he wanted Mr. Collins brought up in Small Claims Court and said he will be responsible for the cost.

Commissioner Pelletier moved to go forward with a Small Claims Court filing for the \$865.00 Mr. Marcus Collins paid to himself for Compensatory Time which he was not eligible to earn. Commissioner Henderson seconded the motion.

Roll Call:

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

Motion passed

ANNOUNCEMENTS

Mayor Abbott read the announcements.

- Callaway Youth Fishing Rodeo - Saturday, May 23, 2015 - Recreational Complex - Registration at 7 A.M. and fishing from 8:00-10 A.M.
- City Offices will be closed in recognition of Memorial Day, Monday, May 26, 2015
- Next Workshop to Discuss Agenda - Monday, June 22, 2015, 6:00 P.M.
- Next Regular Commission Meeting - Tuesday, June 23, 2015, 6:00 P.M.
- Callaway Historical Society Meeting & Reception - Sunday, May 14, 2015, 3:00 P.M.

Commissioner Covey moved to adjourn the meeting at 8:20 P.M. Commissioner Henderson seconded the motion.

All ayes

Sandra B. Hirth, City Clerk

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

The Special 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.

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

ALSO PRESENT: City Manager Fuller, Leisure Services Director Legare and City Clerk Hirth

Prior to the meeting beginning Commissioner Covey said she heard an applicant knew the previous City Manager and she wanted to make sure if anyone had heard this that it was false. She said she spoke to the applicant and found out that she does not know that City Manager.

AGENDA

ITEM #1 REVIEW OF CITY CLERK APPLICATIONS

Mayor Abbott stated that he felt the selection process for applicants to be interviewed should be handled by first of all deciding how many applicants they wanted to interview and then they could come to a consensus on who should be interviewed. The Board agreed that 5 applicants would be interviewed.

ITEM #2 DECISION ON APPLICANTS TO BE INTERVIEWED

At this time everyone stated who their top five applicants were along with a discussion on some of the applicants. The City Clerk wrote each Board Member's 5 applicants down and informed the Board of how many applicants received the most requests and so on. After this process was completed, Mayor Abbott announced that the 5 applicants to be interviewed were:

Janice Peters
Daryl Betancur
Jennifer Olson
Yvette Lareaux
Corina Nall

Mayor Abbott asked when the Board would like to do the interviews. After a brief discussion the Board decided that Saturday, June 20, 2015, would be the date of the interviews. Commissioner Covey stated that Mr. Betancur had informed her that he usually did a Skype interview for the first interview and if selected for another interview then he would be present in person for that one. The Board discussed this issue and stated there would be one interview so if he would like to be interviewed he would need to be present. The Board also decided that interviews would begin at 1:00 P.M. and have each one

scheduled 30 minutes apart. The Board instructed City Clerk Hirth to contact the selected applicants to let them know the date/time of the interviews.

There being no further business, the meeting was adjourned at 6:20 P.M.

Sandra B. Hirth, City Clerk

DRAFT

Minutes of AWT Partners Meeting

DATE: July 15, 2014.

TIME: 7:30 PM

**LOCATION: ARTS & CONFERENCE CENTER, 500 CALLAWAY PARK WAY,
CALLAWAY, FL**

PRESENT: Thomas W. Abbott, Mayor – City of Callaway, Melba Covey, Commissioner - City of Callaway, Pam Henderson, Commissioner – City of Callaway, Bob Pelletier, Commissioner – City of Callaway, Ralph Hollister – Commissioner – City of Callaway, Michael Fuller, City Manager – City of Callaway, Kevin Obos – Callaway City Attorney, Doug Sale, Attorney

OTHERS PRESENT: J. W. (Buz) Rush, III, PE, Webster Environmental Associates, Inc., Larry Johnson, Director of Public Works – City of Callaway, Sandy Hirth, City Clerk – City of Callaway

Mayor Abbott opened the meeting at 7:30 PM. George Smith gave the Invocation and Commissioner Hollister led the Pledge of Allegiance.

Mayor Abbott stated this was a special agenda for AWT Partners. He said the purpose of this meeting was to allow Webster Environmental Associates, Inc. to present their report on the AWT-2 lift station.

Mayor Abbott asked Public Works Director Johnson to introduce Mr. Rush. Mr. Johnson stated Mr. Rush is an Engineer for Webster Environmental Associates, Inc. whose partners' combined experience is over 100 years. He stated they have completed over 500 projects all over the country and said Mr. Rush is the only Engineer involved in the AWT-2 project who is a specialist in working with these type issues. He said we were all disappointed in how Webster's Report was presented previously so we wanted everyone to hear the complete report. Mr. Rush gave an overview of how he would be presenting the report on the AWT-2 lift station which included an Overview of Webster's Experience in handling projects such as the AWT-2 lift station; the Project's Background; General Overview of Hydrogen Sulfide; Odor & Corrosion Evaluation; Conclusions; Recommendations; and an opportunity for Questions and Answers. Mr. Rush stated he did not want to address the politics of this situation but to simply give his report.

- Overview of Webster Environmental Associates, Inc. Background & Experience
 - 30 years of experience in dealing with these specific type issues
 - Over 500 projects completed

- Most of their work is in odor/corrosion control
- Project Background
 - Most flow of City of Callaway goes to AWT-2
 - 1.4 MGD to Military Point Advanced Wastewater Plant
 - 37 lift stations
 - 30 miles of pipe line
- CA37 Allanton/Sandy Creek Lift Station
 - Displayed map
 - Most of City of Callaway flow goes to AWT-2
- Displayed Aerial View of AWT-s
 - Located in sensitive area
- Problem Experienced
 - Odor problem (complaints for many years) prevalent
 - Corrosion – displayed pictures of wet well
- Project Background
 - Bay County replaced the old odor control system with a new odor control system
 - Complaints still incoming
- Evaluation Objective
 - Identify primary causes of odor and corrosion

Mr. Rush went through his presentation explaining each section in detail. He stated in his summary of primary conclusions there was significant H₂S odor emissions and corrosion confirmed and measured at the AWT-2 wet well. He said sulfide is formed within a wastewater system and that most of the sewer mains are manifold together. He displayed pictures where the discharge was above the wastewater level causing turbulence and more H₂S to be created. He checked other lift stations which ranged from low to high. He said there were no discharges into the air when they are manifold together so air does not escape except at AWT-2. Mr. Rush said there were two methods to mitigate this issue. Using the first method you could treat upstream prior to reaching AWT-2 but he stated it would not handle the issue created at this lift station. He said the City would spend around \$100,000 in chemicals annually which does not include the injection system or the operation/maintenance of the process. He said the second method would be to provide an effective air treatment system to ventilate the air. He stated the current system was not effective because there was not enough air being pulled out of the wet well. He said the air testing at the inlet/outlet did not indicate effective air treatment showing significant fugitive H₂S emissions.

Mr. Rush shared his conclusions regarding this lift station. He said the existing odor control system is not suitable and he checked with the manufacturer who also indicated it was not designed to treat the amount being put through this lift station. He stated upstream chemical treatment was a good choice if the odor/corrosion problem was upstream which it is not. He said

the testing of the air when it is 3 feet away from the exhaust stack is not the correct way to test. He said any vendor they recommend would have 99% H₂S removal in the stack. He said he understands that the complaints are continuing as of today with regard to odor problems. He recommended replacing the existing odor control system with a biological odor control system. He said the capital cost would be \$100,000 to \$150,000. He stated upstream treatment would not be effective and was not a good alternate for this situation.

Mayor Abbott thanked Mr. Rush for his report. He let everyone know the report is available on-line. Mr. Rush stated the report was made available to Carollo Engineering and Mr. Johnson since his review of this issue. Mayor Abbott commented that a capital cost of \$100,000 to \$150,000 would be a one-time expense and Mr. Rush said that was his rough estimate. Mayor Abbott stated that he believes they have two objectives – do away with the odor and not have an ongoing expense. Commissioner Covey said there had been reports that Mr. Rush's report was a draft. Mr. Rush explained that was how it is submitted but can change it to final because nothing has changed. He said it's normal for him to leave it in draft form until the person/company he is working for asks for it to be final. Commissioner Covey asked if Mr. Rush's inspection of the system was complete and he stated that he had inspected every lift station that flows into AWT-2 and others if they might may cause a problem. She asked about the turbulence in the water and Mr. Rush stated he recommended the pipes be placed below water. She then asked if he could distinguish between the 2 systems (odor control systems). She said Panama City Beach involves ozone treatment of the air (Apex System) and Mr. Rush said he did not recommend those type systems because there was not enough H₂S removed. Commissioner Covey asked Mr. Rush if one system was more cost effective than another. He stated he did not want to throw out numbers on cost because they vary and said we could do a cost estimate. Commissioner Pelletier asked if Mr. Rush had had any communication with the engineer at Bay County and Mr. Rush stated he had. Commissioner Pelletier asked what was the disagreement and Mr. Rush said that Carollo's believes it is a H₂S problem in the collection system and it should be treated upstream but it is his belief that a larger, more efficient odor scrubber was needed. Commissioner Covey asked if Carollo had ever called on Webster for assistance in the past and he stated they had because his firm specializes in odor control issues.

City Attorney Obos said Bay County met this morning and initiated the 164 Act. He said they will send certified letter to the City outlining the issue. He said the issues are the cost and the pretreatment method rather than better odor scrubber system. He stated the next step will be to see if these issues can be resolved which will be at a meeting of the City Manager and County Manager along with their respective attorneys. He continued by saying if it cannot be resolved at that point, there would be a joint meeting of all Partners and if it cannot be resolved an arbitrator will be hired. He said if this also fails, they would go to court for a resolution by a judge. Mr. Doug Sale, Partner - Harrison Sale, stated his firm represents Springfield and Callaway and he has checked with Springfield's and Callaway's Mayors and they are comfortable with going forward at this point. He said the prospect of reaching a compromise was slim to none. He said

each entity has faith in their engineers. He stated if there is not a compromise this could be very expensive to sort through the issues. He said it was his legal opinion that supports the AWT Interlocal Agreement which should come into play or it should be run as one for all and all for one. He stated the difference in the 2 engineers from the beginning was they wanted to mitigate with chemical treatment and our engineer wants the issue addressed at the AWT-2 lift station. He said if we do not agree then it will be a very long, expensive issue. He stated the County says that the City of Callaway, as the operating municipality with a wastewater system was obligated to use the County's ordinance and their (Harrison Sale) opinion was the County is not authorized to fine the City of Callaway with the County Ordinance requirements. He said the Interlocal Agreement says to require the "operator" to promulgate a reasonable solution and that the request must be reasonable. He stated in their opinion that as "operator" Bay County was authorized to put a "reasonable" requirement on the Partner. Commissioner Covey said Bay County sent the City a bill in the amount of \$308,000 to do a wet well and the City did not authorize the procedure or construction. She said Bay County is not agreeing with anything and they are not wanting to negotiate. Mr. Sale said they have taken the hard line that we must mitigate and the City will have to pay all of the bills. He said the Interlocal limits what can be done under capital expenditures.

PUBLIC PARTICIPATION

Reeda Thompson, City of Callaway, said she has been to all of the meetings and they promised if we go with an engineer they would consider their opinion. She said she did not trust Bay County.

Bill Brown, 6023 Howard Road, Callaway, FL, stated they cannot do anything as the County because they are the "operator". Mr. Sale said that was correct and that per the Interlocal Agreement we can only be charged \$150,000. He said the balance of power must follow the rules and prove Callaway was at fault and then we could be charged up to \$150,000.

George Smith, 8009 Highway 22, Callaway, FL, said this was an old problem and if there is no concrete answer we need to be proactive rather than reactive.

Shelley McKinney, City of Callaway, said she understood the air treatment at the end of the line with an odor scrubber. She asked Mr. Sale if Bay County passes regulations could it be retroactive and Mr. Sale said no. She asked was there any idea how long this has been going on and was told the odor has been in that park almost from the very beginning of the operation of that lift station.

Jean Champoux, City of Callaway, said she went to the Bay County meeting this morning and was treated with courtesy and respect. She suggested that we remove the word "Draft" from the report as soon as possible. Mayor Abbott said this was the first opportunity they have met to

make sure everyone was comfortable with the report, which they were, so that made this the final report and they will have the "Draft" removed after this meeting.

Ron Shaner, 5711 Kevin Circle, Callaway, FL, asked if the scrubber was growth sensitive and was told as long as the lift station stays the same size it should be OK. He asked how much more capacity could that lift station handle and PW Director Johnson said 1/2 million more gallons.

Dolly Andrew, City of Callaway, said it sounds simple but how do we expect to meet with them when we cannot even meet to come to a resolution.

Brigid Johnson, 7509 Melody Lane, Callaway, FL, asked ~~who~~ owned the lift station 30 years ago because she had smelled it for all those years. She asked ~~why we~~ could not split the cost between all the Partners. She said she knew Bay County didn't have any money so do not expect anything from them.

Janice Jennings, 7415 Sara Lane, Callaway, FL, said she talked with the County Commission and was told we would have to follow the process.

Ron Fairbanks, City of Callaway, stated they ~~think~~ their odor scrubber is working but they test it 3 feet away from the stack. He said it will be a trick to get them to meet.

Commissioner Covey said it was voted on and they agreed to wait and meet again to see if it's split or if the City was responsible.

Becky Lowrey, City of Callaway, said we have a representative on the County Commission and we should make them hurt at election time.

Mayor Abbott thanked everyone for coming and participating especially Mr. Rush.

Commissioner Covey moved to cancel Monday night's Budget Workshop and decide at Tuesday night's meeting on another date for a Budget Workshop. Commissioner Pelletier seconded the motion.

All ayes

There being no further business to discuss, the meeting was adjourned at 9:21 P.M.

Sandra B. Hirth, City Clerk

CALLAWAY BOARD OF COMMISSIONERS WORKSHOP MEETING

JULY 31, 2014

TIME: 4:00 P.M.

The Workshop Meeting of the City of Callaway Board of Commissioners was called to order by Mayor Abbott at 4:07 P.M. Commissioner Hollister gave the invocation and Commissioner Pelletier led the Pledge of Allegiance.

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

ALSO PRESENT: City Manager Fuller, Finance Director Yeager, Leisure Services Director Legare, Fire Chief Joyner, Public Works Director Johnson, City Clerk Hirth

AGENDA

ITEM #1 PRESENTATIONS - HEALTH INSURANCE COMPANIES

Mayor Abbott announced that the presentations would be done in the order listed on the Agenda.

Mr. Sammy Day, Assurant Insurant Company, said he deals with the Aetna Network and had 6 plans to offer the City. He stated Plan #1 was the closest he had to what we currently offer employees. He said the plan was partially self-funded and was \$6,000 cheaper. He explained that the company puts \$205,597.92 in an account and then the most an employee will be able to draw from that account is \$25,000 and then it goes to major medical coverage. He said if there was anything left over at the end of the year it is refunded to the City. He said he is well-known for his service to his clients. He stated the City could pick any two of the plans offered. Commissioner Henderson asked if Cardiology Associates was under this policy and was told the only ones on this policy is if the doctors are at Bay Medical Center. Commissioner Pelletier asked why he had not furnished a list of providers because that was a big concern of his. Mr. Day stated he felt their network was OK. Mayor Abbott asked if the \$205,597.92 was used up, would it cost the City or employee more money. Mr. Day stated there would not be an extra charge for the City or employee. Mr. Day said he could not get a final cost to the City until he received how much was spent for the current year in claims.

Mr. Steve Beumer discussed the National Benefit Service Center and was also offering a partially self-funded option to the City. He also suggested Assurant Insurance Company. He said this plan meets the Affordable Care Act limit of no more than \$6,350 deductible. He said there is a form that the employees must complete regarding their medical issues. He said if an employee went to them they would be out of network. Mr. Beumer also said there were not a lot of doctors coming to Bay County currently. He stated he could have a firm number back to the City by a week from tomorrow. He then discussed the GAP Program which assists in meeting deductibles which would cost employees more but could save in the long run if major medical issues. Commissioner Henderson stated Cardiology Associates are not covered by Aetna. He said he was not familiar with them but he could approach them to see if interested in the Aetna Insurance Network. Mr. Beumer stated there was a fairly robust coverage of all medical areas in this network. Mayor Abbott stated that the risk assessment for Mr. Day and Mr. Beumer should be about the same since they are both offering Aetna through Assurant Insurance Company. Mr. Beumer stated that was not necessarily true because he works out of Atlanta.

Mr. Scott Clemons, representing the Clemons Company was the final presenter. He stated he appreciated doing business with the City for the past 9 years and said his company is a local company and had been in business in Bay County since 1957. He said they work with 90 employers and has an office of 6 employees,

5 of who are insurance agents. He stated they spend time with the employees educating them on the options they have and if there is a problem they will always assist the employees to solving the issue. He said he was offering 6 Blue Cross Blue Shield plans and that BC/BS has a very large network of providers. Mr. Clemons also had a quote from United Health Care. He stated on the BC/BS plan 03769 - they offered 406 network providers compared to United having 275 network providers which covered almost all areas but they did not have an anesthesiologist in their network. He said the cheapest United plan was better than the cheapest BC/BS plan. He discussed each plan from the least expensive to the most expensive and told the City they could choose which plans they chose to offer their employees. Mr. Clemons stated that if all eligible employees do not complete the health form required for self-funding they will not cover the employee. He asked that the Board consider that he has firm numbers quoted for his plans compared to the other two presenters not having firm numbers until the employees complete the health form.

Commissioner Pelletier said he was familiar with both BC/BS and United Health Care at his place of business and they chose to go back to BC/BS from United because his employees were very unhappy with United. Commissioner Henderson stated the City currently offers 4 plans and Mr. Clemons stated those were the first 4 plans in their packets. Mayor Abbott asked if the City offered 2 plans rather than 4 plans would it cost less and Mr. Clemons stated it would not. Commissioner Pelletier said he knew they were restricted on time and they have not decided the amount of percentage they will cover. Mr. Clemons stated if the spouse and family were not covered that would affect the cost. Mr. Day stated that Mr. Clemons can give firm numbers because he has the network numbers which were not available to other quoting. Mr. Day and Mr. Beumer were asked if they would do a risk assessment so they could give figures and they agreed to do so. City Manager Fuller asked Mr. Clemons how long that would take to present to employees and Mr. Clemons stated two weeks. Commissioner Henderson asked if they would have firm numbers by the August 12, 2014 Regular Commission Meeting. Commissioner Pelletier asked Mr. Clemons if he were on the dais, what would he do. Mr. Clemons stated BC/BS and he said they do not give out numbers. City Manager Fuller said they would need to decide what they would like to do today if possible. Commissioner Covey asked how long was the wait for the risk assessment and was told they need to be completed two times. Mr. Beumer said the cost/risk they have to look at how to improve the health of the employees such as health fairs. He stated the risk assessment could be done electronically and after it was completed there would be no more paperwork. Mayor Abbott asked did the Board want to make a plan to do risk assessment or accept The Clemons Company. Commissioner Covey said she was concerned about getting the information. Commissioner Henderson said we have 4 sites and the Fire Department has 3 shifts. Mr. Beumer said he would share the health info with his peers. Commissioner Covey said they started too late logistically.

PUBLIC PARTICIPATION

Brigid Johnson, 7509 Melody Lane, Callaway, FL, said she had used Aetna since 1979. She said she was not in favor of covering dependents and she would never use Bay Medical Center again. She said she would go out of Bay County for medical issues.

Bob Bell, 6227 Seminole Drive, Callaway, FL, stated the employees are the City's biggest asset and they need to look at the maximum out of pocket on the different plans because it is a disservice for the lower paid not a benefit.

There being no further business, Commissioner Covey moved to adjourn the meeting at 5:55 P.M.

Sandra B. Hirth, City Clerk

**CALLAWAY BOARD OF COMMISSIONERS WORKSHOP/SPECIAL MEETING
AUGUST 4, 2014
TIME: 4:00 P.M.**

The Workshop Meeting of the City of Callaway Board of Commissioners was called to order by Mayor Abbott at 4:11 P.M.

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

ALSO PRESENT: City Manager Fuller, Finance Director Yeager, Leisure Services Director Legare, Fire Chief Joyner, Public Works Director Johnson, City Clerk Hirth

AGENDA

ITEM #1 DISCUSSION OF PRELIMINARY BUDGET FOR FY15

Mayor Abbott turned the meeting over to City Manager Fuller. He stated he wanted to give everyone additional information regarding the pay raises. Mayor Abbott said he would like to start with the Health Insurance issue.

He stated if we were to go with a partially funded health insurance plan it would require getting a lot of information on each employee and due to time constraints, we did not know if that could be done. He stated that the two companies who presented this as an option were going to see if the requested information could be gathered in a shorter period of time so these two plans could be considered as options. He said he received an email from Sammy Day last Friday which said they would have to follow the process and it would not be possible to shorten the time period regarding gathering the information they would need for their proposal. City Manager Fuller stated the network of providers for the two partially paid plans was inferior to the one offered by The Clemons Company with Blue Cross/Blue Shield or United Health. Commissioner Pelletier said it would have helped to go through the whole process and that it needed to start earlier next year so other insurance companies could gather whatever information they needed to give a price on the insurance.

Commissioner Pelletier moved to accept the bid from The Clemons Company but said we still needed to decide which plan and how much the City would fund. Mayor Abbott stated those were two issues that would have to be decided after we decided on which company. Commissioner Covey said since we were talking about insurance that she wanted to make a motion.

Commissioner Covey moved to fund 100% of the employee's insurance and not fund anything for spouse or dependent coverage. Commissioner Pelletier seconded the motion.

Mayor Abbott said he had spoken to Mr. Clemons regarding this issue, not at 0% but a lower amount than the City has funded in the past. He stated Mr. Clemons said we really needed to be careful about not funding the insurance. He said we needed to pay something and asked that they allow him to come back and present them with some figures. Commissioner Covey stated it really did not matter to her and that they needed to decide what they were going to fund and move on with it. She said if Mr. Clemons feels that we have to pay something then we will go with 95% of the employees. She said she had never heard that a business could not pay a 100% so she felt they needed to move forward with the vote. Mayor Abbott said he did not know why he said that. Commissioner Hollister wanted more

information the partially paid insurance option. Mayor Abbott said we did not have to make a decision today but there is a motion on the floor. He called for a vote.

Roll Call:

Commissioner Covey – aye

Commissioner Henderson – aye

Commissioner Pelletier – aye

Commissioner Hollister – nay

Mayor Abbott – nay

Motion carried.

City Clerk Hirth asked didn't we need to take a vote to select The Clemons Company as our insurance carrier since there were bids taken. Everyone agreed it was needed.

Commissioner Hollister moved to have The Clemons Company as the City's insurance carrier for FY15. Commissioner Covey seconded the motion.

All ayes

City Manager Fuller stated we were on the Street Department budget on Page 18 when we left off at the previous Budget Workshop or they could discuss the information he gave them on different scenarios for giving the employees raises. Commissioner Covey said she would rather continue with the Street Department and they could talk about raises after the fact. City Manager Fuller discussed the major capital item purchases with the Commission such as the budget for Paving which was \$174,000 for three roads, they decreased Other Contractual by \$20,000. The Commission asked what this item was for and he stated for tree removal service, mowing, etc. Mayor Abbott asked PW Director Johnson asked which roads were going to be paved. He did not have this information and Mayor Abbott stated the only roads that are not paved were at East Bay which would be Poston Road, Poston Drive and Primrose Lane. He asked if those were the roads and PW Director Johnson stated the City is paying about \$200 per month grading those roads. He said the roads at East Bay were the ones to be paved. City Manager Fuller stated we currently have a request for grant funding from the Water Management District to pave those roads. He said with the clay roads it is causing environmental issues. Commissioner Covey noted that Temporary Seasonal Employees were paid from Other Contractual for mowing right of ways and asked why we were not using the Sheriff's Office prisoners or Community Service Workers. PW Director Johnson said he thought we would have to provide a bathroom and the cost of the guard. Commissioner Covey noted that Springfield uses them and seemed to have no problems doing that. Mayor Abbott said we used them at one time and did not have the specifics of why we stopped. She asked City Manager Fuller to check into the history of this and report back to the Commission and he stated he would. Commissioner Hollister said we had to pay for this but said he did not know exactly how much. Commissioner Covey asked who we have a contract with regarding Temporary Personnel and was told we use Snelling and Snelling. City Manager Fuller stated there is a temporary employee at City Hall assisting in the front office and there is a temporary employee at Public Works as a staff assistant. Commissioner Covey asked where the money came from to pay these individuals and was told it came from Other Contractual services. City Manager Fuller stated there were some funds left over in the City Manager's budget that assisted in paying his Assistant. Finance Director Yeager stated temporary personnel salaries are paid from Other Contractual Services and if there is a need for more funds, they

are transferred from the salary line item since the person is being paid due to an employee vacancy or other reasons such as someone out on Workers Compensation, health related, etc. Mayor Abbott asked when a budget line item was increased was a budget revision completed. City Manager Fuller stated he moved funds within the approved budget for a department which has been done since he has worked for Callaway. He stated as long as it did not increase the total budget, they could be transferred. Finance Director Yeager stated if a Department's budget exceeds the total approved amount because there are no funds within that budget to cover a line item, then a budget revision would be requested.

Commissioner Pelletier moved that a line item within the Commission approved budget cannot be increased without Commission approval. Commissioner Covey seconded the motion.

All ayes

Commissioner Pelletier asked PW Director Johnson how many employees he had in the Street Department and he stated there were 12.5 positions. He asked how many vehicles were in that Department and PW Director Johnson told him there are 5 vehicles. Commissioner Pelletier stated those 5 vehicles used an average of \$130/week in fuel. PW Director Johnson said he would get with the Fleet Manager to check on this issue. Commissioner Pelletier stated he should know the amount of money being spent on fuel. He said the Code Enforcement Officer is not spending enough. PW Director said he would review the logs and information with Mr. Phillips. Commissioner Covey asked if there was a specific key to be used at the pump. PW Director Johnson said he would do an audit on each vehicle and that every vehicle has a key for the pump. Commissioner Covey asked how many positions were funded at Public Works and PW Director Johnson stated a total of 41 counting the employees at City Hall and the 5 vacancies he is currently advertising. Commissioner Covey asked if this would keep the number of employees at 70 plus 5 Commissioners for a total of 75. CM Fuller said he had reviewed the staffing needs and felt it was too low. He said Mr. Collins has budgeted 81 positions for this year's budget. Commissioner Covey stated she could not see raising the number of employees up to 80. She said for the time Mr. Collins worked with Callaway he worked with 70 employees and it worked out OK. City Manager Fuller said the positions were funded but not filled by previous City Manager Collins as they became vacant. Mayor Abbott stated at the end of the Street budget it had 11.5 employees and asked PW Director Johnson which was correct. PW Director Johnson stated 11.5 was the correct number of employees for the Street Department.

Commissioner Pelletier inquired about the Paving line item being \$174,000. PW Director Johnson said this funded the paving of 3 roadway, either fully or partially clay presently, which are Poston Drive, Poston Street and Primrose Lane. He also stated this line item funded signs and materials for the City. Commissioner Covey asked if they had completed the paving list for this year and was told they are currently in the process of finishing the paving.

Commissioner Henderson asked how the work boots were funded as PW Director Johnson said they buy the employees one pair per year. She stated the cost of Uniforms seemed high compared to other departments with similar needs. PW Director Johnson stated he also furnished rugs for City Hall and shirts for the ladies in the front office.

Commissioner Pelletier asked why PW Director Johnson wanted to buy another Street Sweeper and was told that it was currently broken. Commissioner Covey stated it was more of a parking lot sweeper and that some citizens complained about the dust it stirred when it went down their street.

She also asked why he couldn't move it to the 5 year capital equipment plan. PW Director Johnson stated it assisted in keeping the street drains swept which is a part of the NPDES certification.

CM Fuller said there was approximately \$600,000 in the Reserve Fund they could use for capital purchases as well as \$237,000 from the General Fund Reserves and Park Fees. Mayor Abbott asked if these figures were from going from retaining 3 months in our Reserves down to 2 months of operating expenses. CM Fuller said that was correct. He said he did not have the updated numbers regarding what it would mean to the budget. Mayor Abbott said CM Fuller and Finance Director Yeager need to put it all together for the next Budget Workshop. He said to include the requested capital equipment/issue, where each item was funded from, the remaining balance and an updated budget. Commissioner Pelletier asked who was keeping up with what was discussed and CM Fuller said FD Yeager was keeping up with the requests.

CM Fuller asked that the Commission consider financing one-half of the new water meters because to pay for the whole amount from the Reserve Funds would take them too low (\$444,000 left in Reserves). Commissioner Pelletier stated the cost of the entire package (all meters) should also include the cost of labor to install them. Mayor Abbott inquired about using Impact Fees because it said they could be used if the use increased/replaced meters. He asked if CM Fuller would check out the proper use of Impact Fees and report back to the Commission. Commissioner Pelletier asked where the labor cost for installing the meters was listed and would we be using any of our employees. Commissioner Henderson stated that the 1.8 million dollars listed in the budget is strictly an approximate amount for the purchase of water meters and did not include installation. PW Director Johnson said that was correct, it was for the purchase of the meters and readers. Commissioner Covey said when he talked about contracting it out (installation) asked PW Director Johnson if he and Oscar would be overseeing the meter change out and PW Director Johnson said it would be an in-house supervisor. Mayor Abbott said when CM Fuller goes back and looks at the prices submitted, he needed to include the price of the installation and PW Director Johnson said he had not given CM Fuller a figure on that cost yet.

Mayor Abbott said they needed to take the time to review the two proposals he had brought in for the Board to discuss at this time. CM Fuller reviewed the information he had distributed to the Commission. CM Fuller spoke with the Commission regarding a 4% raise for all employees. Mayor Abbott asked if this increase would be over what was currently in the budget. After discussing, it was clear that the Board was not in favor of an across the Board increase in salaries. Commissioner Covey stated they could still have a raise if this is brought back to the Commission with the adjustments of removing employees who had already received pay increases over the past 7 years. Mayor Abbott said he could not understand how the Board could increase the cost of the employees' health insurance and not give them a raise. Chief Joyner was asked how many Firefighters he had lost over the past few years and he said he had lost 5 Firefighters. Commissioner Henderson stated she could not support Option 4. CM Fuller stated he could use Option #1 and take the \$600 Special Pay away. Mayor Abbott asked him to run it both ways. CM Fuller reviewed the personnel costs – 4% increase if employee was here at least 1 yr - \$71,000. Mayor Abbott said he want each member of the Commission to be familiar with the column "Budget Increase". FD Yeager said this would be as if there were no raises at all. Mayor Abbott said with that in mind they could not look at the Salaries as anything except what employees received this year. He said the increase column is for what it would cost over the currently listed salaries in the budget. He said the 4% increase was for employees who had been here a minimum of one year, across the board. CM Fuller stated the 4% is for anyone who had not received a salary increase. He noted that on Option #2 that it has a 3% increase is across the

board if they had been employed at least one year and that was why it has a higher rate than the 4% - Option #1 took out everyone who had received a raise. He explained the next option was if the employee had been employed prior to October 1, 2003 and was a 4% increase. If they were employed between October 1, 2003 and September 30, 2008 it would be a 3% increase. If the employee was employed between October 1, 2008 and September 30, 2013 there would be a 2% increase. If the employee was employed after September 30, 2013, there wasn't an increase in salary. CM Fuller explained the next scenario which proposed to give employees who earned less than \$30,000 would receive the most increase (4%); the next tier was between \$30,000 - \$40,000 and they would receive a 3% increase; employees making more than \$40,000 would receive 2%. He said this plan would include everyone. CM Fuller stated he was putting all of these options for the Commission to decide what they felt most comfortable with. He said he recommended the last plan which considers the amount the employee is paid. He said this one would have the lowest total amount. Mayor Abbott asked that since he was recommending that scenario that he should factor that into the budget for their next meeting. Commissioner Covey said she was not in favor of giving any raises this year until they know more about who received raises, who did not receive a raise, etc. She stated they could come to the Board anytime during the year and ask for a budget revision. She said if they do anything they should do the Bonus like they did last year. She felt that since CM Fuller has just accepted the position that by later in the year he would have more knowledge about what is going on in all of the Departments. She said he could decide Department by Department how he would like to handle salary increases. Mayor Abbott said he has been saying all along that pay raises for employees was his number one priority. He said he could not see how they could increase the cost of employees' health insurance and not give a raise. He said he respected that Commissioner Covey was not in favor of a pay raise but said he was equally committed to see that they receive a raise. Commissioner Hollister stated he would be willing to go with Option #4 and wanted to make a motion regarding this issue.

Commissioner Hollister moved to accept Option #4 presented by City Manager Fuller which is based on the salary of the employee.

Motion died due to lack of a second.

Commissioner Pelletier stated he agreed with Commissioner Covey for the fact that there were twenty or so employees who received pay increases and until they get a handle on how and why this happened.

He said it is nothing against City Manager Fuller and Finance Director Yeager, but he had never seen so much disorganization and so much misinformation and a budget that they cannot make a decision on. He stated he did not have a good feeling about it. He said after they freed up more than a million dollars at the last meeting that someone would have run with that ball.

Commissioner Pelletier moved to leave the pay scale as it is currently and if City Manager Fuller feels someone should have a raise then he could bring the request to the Board. Commissioner Covey seconded the motion.

City Manager Fuller asked for a discussion the motion. He stated if there's one thing that is worth fighting for it would be pay raises for employees and not just Firefighters. He said there were a lot of employees, especially ones on the lower end of the pay scale, who have not had a raise since 2008, not even a Cost of Living raise. He said at the same time their health insurance has gone up each year, cost of living has gone up and the cost of their retirement has increased. He asked that they really

consider giving a pay raise. Commissioner Covey said the employees he was talking about have not been brought up in their pay schedules. She said he could come back to the individuals who have not had an increase in their schedule since 2008 and ask for their approval. City Manager Fuller stated that was how past management handled pay increases by picking and choosing employees. Mayor Abbott said he thought it was fiscally irresponsible and it leads to the destruction of the City when there is a motion and a vote within the same hour that 100% of the cost for dependent health insurance coverage was placed squarely on the backs of the employees who serve the City. Commissioner Covey said she looked at the list of employees who are actually taking spouse or family insurance and because of their salary they could not afford to take it anyway. She said it would not affect them because they are at such a low rate. City Manager Fuller said this is a big hit for those employees. Commissioner Covey said from what she pulled, the Firefighters are the only ones she saw making less than \$10.00/hour and they receive 27 hours of overtime factored into their salaries. City Manager Fuller said that we are training employees in our Fire Department and once they are trained, they move on to better paying jobs. Commissioner Covey asked Chief Joyner how many vacancies he had over the last year. He stated since he had been Chief, which had been 2-3 years, he has lost 5 Firefighters. He was asked if they were locally employed and he stated they were working with the City of Panama City, Bay County, Walton County, etc. She stated she still felt the same way and they could look at this as the year goes on.

Commissioner Henderson said she is somewhere in the middle. She stated she felt that she could not support Option 4 where everyone received a raise. She said she believed they need to do something for the employees but she is concerned about the employees who have not received a raise since 2008. She continued by saying some could say the employees who received pay increases took on extra duties but Ms. Hirth took on extra duties acting as the City Clerk while continuing as the Assistant to the City Manager for Mr. Collins and did not have a salary increase. She said it doesn't seem fair that she will receive the same raise as the employee who already received a raise who will now, if this is passed, be receiving another raise. She said she did feel they need to do something for employees who have not received anything. CM Fuller said if she would look at Option 1 proposes that if an employee received a raise in the last year they are not included in that scenario. Mayor Abbott said he felt they were on the same page and that CM Fuller was making proposals to the Commission. He said he had asked which proposal he recommended, which was Option 4, helps the lower paid employees more. He stated all he was doing is recommending an option which could then be placed in the budget but could be changed as the Commission saw fit. He said what he was trying to avoid was to have a motion and vote that the Commission was not going to give raises because he thought that's not what they should do. He said however, we have a motion and a second on the floor. Commissioner Henderson said she did not want everyone turning in their resignations. CM Fuller said he was comfortable with any of the scenarios. Commissioner Covey stated that 4% was too much and Commissioner Hollister said they were talking about \$71,000. Commissioner Covey said that the employees who would be affected by the 4% would not be impacted at all because they could not afford family insurance. CM Fuller stated that Special Pay (\$600 per employee) was also removed. Mayor Abbott asked that he give the numbers for both scenarios.

PUBLIC PARTICIPATION

John J. Malone, 707 Plantation Circle, Callaway, FL, stated he had been after the pay scales for years. He said they should not just disregard raises but should have added to wait until the budget process has ended. He said the budget was so disorganized that it should be brought back to them with options. He said they are not getting anywhere and would like to see a well organized budget brought back to the Commission for the next meeting. He said the City had 25 employees 5 years ago that made under

\$30,000. He stated they are taking away the insurance on the dependents but they are increasing the employee coverage. He said they need to bring back a budget that shows everything they have voted on. He said to look at the motion and review this after the budget has been finished.

Commissioner Covey said just because they made a motion doesn't mean they can't change it.

Brigid Johnson, 7509 Melody Lane, Callaway, FL, said there were two things she was confused about. She said on the bottom they listed materials, uniforms and whatever for \$4,575 and then up at the top it has it has \$3,000 for cleaning and laundry. She thought the bottom figure included everything. She said she was not against pay raises but she is like Mr. Malone. She said they cannot pass anything until they know how much money they have left. She said they **have** to have the budget top to bottom. She said they should not say no pay raises but she thought 4% **was** a little too high. She said if they give a pay raise did that mean her taxes would go up because **they are** taxed out right now and did not want to see the citizens pay anymore than they are already paying. **She** asked if they could give the employees a pay raise, have a balanced budget and **not go** up on taxes. **She** asked if the water meters were a necessary expense or could it wait until next year. Mayor Abbott **said** it was something to consider. CM Fuller said the laundry cost went **up** a little bit to clean the uniforms and the uniforms is the actual purchase of the uniforms.

Commissioner Pelletier said they all need to agree that **they cannot** make a decision with what they have before them tonight. Mayor Abbott **said** he would not **disagree**. Commissioner Pelletier said he wanted to qualify his motion regarding **no pay raises**. He asked **that** CM Fuller justify the raises to them. Mayor Abbott said they have given them **two hours** of information to incorporate into the budget so they have a clean budget to work with. He **said** at the same time they have a motion and second that needs to be **dealt with**, they need to vote or **withdraw** it. Commissioner Covey said the jobs all have pay scales and couldn't the Supervisors **take them up** within the schedule without it having to be written up in the budget. CM Fuller **stated** each salary is reflected in the budget.

Mayor Abbott called for a vote. Commissioner Henderson asked that the motion be read.

Commissioner Pelletier moved to leave the pay scale as it is currently and if City Manager Fuller feels someone should have a raise then he could bring the request to the Board. Commissioner Covey seconded the motion.

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

Motion failed

CM Fuller explained his memorandum regarding their request to come up with a solution in the Planning Department personnel. He stated he looked at a number of different solutions, considered the needs now and in the future with regard on how to staff this department. He proposed rather than funding a Planning Director position, remove that and replace it with a Zoning and Code Administrator. He said these are positions that are typical in other cities that want to give emphasis on Code Enforcement and Planning. He explained the duties and responsibilities for this position which

included all code enforcement, animal control, GIS, building and permitting, and many of the Planning Department needs. He said his intent was to move the current Code Enforcement Officer into this position since he had a wealth of knowledge on code enforcement and general processes and functions of planning. Commissioner Covey asked what salary was he proposing for this position and CM Fuller said that was located on the last page. He said he listed what a possible salary would be. He said that salary is combined with a new Code Enforcement Officer. He said this takes into consideration the many requests for more code enforcement. Commissioner Henderson asked how the salaries would be broken out and CM Fuller stated something like \$48,500 and \$30,000 which would be less than having a Planning Director and the current Code Enforcement Officer's salaries. He said he would have to do more research on the starting salary for a Code Enforcement Officer. He said the salaries if it stayed as is in the Planning Department would be \$111,000 compared to the new positions which was \$78,500. He said there would be some planning needs that would need to be contracted out. He said currently with the level of activity in Planning if there was a large project, it would need to be contracted out. He also stated the Evaluation and Appraisal Report (EAR) to the Comp Plan which is complex work but it is due in 2016. Mayor Abbott asked where the \$15,000 came from under Other Contractual Services and CM Fuller said that would be any planning work that is extensive. Mayor Abbott mentioned there is an agency out there (West Florida Regional Planning Council) that does not require a bid or RFP which is a part of their function. He said Mr. Frye could handle the day to day operations that have to do with single family homes. CM Fuller said his recommendation was to not fund the Planning Director, create the position of Code/Planning Administrator, hire a new Code Enforcement Officer and contract out any of the complex Planning issues. Commissioner Covey asked why would they promote someone who they've received complaints about and CM Fuller stated because the complaints are due to not having enough code enforcement and this would give another position to address the growing needs in code enforcement. Commissioner Covey said the issues they have in Callaway did not happen overnight but had happened over years and why would they promote someone for not doing the job they are currently in. CM Fuller said he was giving him more responsibilities and this would give the City two code enforcement officers addressing code issues. Commissioner Covey said they didn't need two people, that one person could do the job if it had not gotten so behind. She said these have been ongoing non-compliance issue. CM Fuller said this could be addressed if they could get another employee involved in assisting to address these issues. Mayor Abbott suggested that he do as had been suggested previously and fold this into the budget and then as a Board they will address the issues. Commissioner Covey wanted to go on record that she did not agree with this recommendation, that the current Code Enforcement Officer is making \$45,500 and if he had assistance with someone doing the administrative work such as writing up his reports so he could be in the field all the time that the problems could begin to be solved. CM Fuller stated that when he had a chance to review everything that needs to be done, the complaints that have been received, he felt this was the way to address the problems and challenges in this department.

Mayor Abbott said they haven't finished everything but got a lot accomplished tonight. He stated if they would fold all of this information into one document then they should be able to address these things in a reasonable fashion. After a discussion, the date of Tuesday, August 19, 2014, at 4:00 P.M. was decided on and that the Board would receive their information by the close of business on Wednesday, August 13, 2014.

Commissioner Pelletier said he wanted to be sure all the information was factored in regarding fuel, health insurance, where the money for raises would be coming from, etc.

Mayor Abbott said he noticed Mr. Day in the audience and said they had spoken on the phone last Friday regarding the meeting today and thought it started at 6:00 pm but asked him to contact CM Fuller to verify that. He said he was afraid that either he did not contact CM Fuller or he had the same information. Mayor Abbott told him the Board had made a decision earlier in the meeting that they are going to stay with Blue Cross and Blue Shield for this year. He also told him there was a lot of discussion about starting the process earlier next year so the partially funded options could be considered. Mr. Day asked to speak and stated that it came to his attention that BC/BS was going up 5% and if he had known that it told him that his rate would probably have been lower and the City would probably have received money back. He said Assurant is a very good company and he had been with them a long time. Mayor Abbott said he appreciated him submitted a quote and he urged him to submit again next year.

PUBLIC PARTICIPATION

Brigid Johnson, 7509 Melody Lane, Callaway, FL, said she had one question and that could they have a manual with code enforcement laws pertaining to Callaway. She said she was the biggest critic of code enforcement and agreed with Commissioner Covey that she has seen this City go from a nice little City to the way it is today. She said part of the City is a dump. She said it did not get that way overnight. She asked again that someone please make up a manual regarding what their neighbor can and cannot do. She said she felt like she was code enforcement on her street and she would let them have it if it affected her property's value instead of the City's code enforcement. She said she had never seen people park on their front lawn. Commissioner Covey said in one of the meetings she had asked that a Code Enforcement Policy be developed which should put in place a lot of things that should be done. She said she had looked at other cities' policies and plans to get onto that issue when the budget is over.

There being no further business, Commissioner Henderson moved to adjourn the meeting at 6:33 P.M.

Sandra B. Hirth, City Clerk

**CALLAWAY BOARD OF COMMISSIONERS SPECIAL MEETING
AUGUST 19, 2014
TIME: 4:00 P.M.**

The Special Meeting of the City of Callaway Board of Commissioners was called to order by Mayor Abbott at 4:00 P.M. Commissioner Henderson gave the Invocation and Commissioner Covey led the Pledge of Allegiance.

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

ALSO PRESENT: City Manager Fuller, Leisure Services Director Legare, Fire Chief Joyner, Public Works Director Johnson, City Clerk Hirth

AGENDA

ITEM #1 Discussion of Preliminary Budget for FY15

City Manager Fuller began by stating we have applied for grants to assist with stormwater issues on Pridgen Street, Enzor Avenue and Lance Street in the amount of \$800,000. He said the sidewalk on 7th Street should be completed this year with a grant in the amount of \$116,000. Commissioner Covey asked when would be the completion date and City Manager Fuller said hopefully by Spring 2015.

The Commission and City Manager began going over the preliminary Budget for FY15. City Manager Fuller said under the General Fund that all capital items were listed by fund on page 4. He said it shows the entire meter purchase from the Reserve Fund and he called the low balance in the Reserve Fund to their attention. He stated the goal was to have 17%. Commissioner Covey asked if the purchase of all the meters showed a huge savings to the City and CM Fuller said the net impact was better than if we financed. Public Works Director Johnson said they didn't want to drag this out for 5 years. Mayor Abbott said another advantage for purchasing them now was the meters being more accurate in measuring the use of water which they would see the impact this year. PW Director Johnson said the City was losing money on the low flow water meters. CM Fuller said Panama City saw a savings as soon as all of their meters were installed. Commissioner Covey asked if we couldn't do with just one Meter Reader once all of the meters had been installed and the Meter Readers currently working could be moved into areas with vacancies which would cause another savings on the salaries in Meter Reading. City Manager Fuller stated that 100% of the Franchise Fees will be in the Water Fund where currently there is a 60/40 split between Water and Sewer. Commissioner Henderson asked if the new meters would assist in getting the water bills out earlier. Commissioner Pelletier stated they would be more accurate and have quicker reads and software in Springbrook can handle billing. On another issue, CM Fuller asked for the Commission's guidance on budgeting the lawyer fees due to the AWT issue. Mayor Abbott stated the Water Impact Fees could not be used for purchasing meters. He said the bond increased the capacity so possibly they could use Water Impact Fees and maybe this was something they could explore when re-negotiating the bonds. CM Fuller stated the current budget is based on ad valorem amount of 3.1444 which will give the City the same amount of money as they had in FY14. He said the property values were down and this would help the services to be maintained at their current level. Commissioner Covey asked everyone their opinion on the water/sewer rate increases. She stated she thought we should just increase the rates as they are increased to the City and not anymore than what they are increased. Commissioner Henderson said it should be a pass through with whatever the County gives to us we pass to our citizens. She said they would need to be sure that in future years if there was a need to have to replace large areas of pipe or a

lift station, then they would need to think about how they would be paying for those type issues. Commissioner Covey said they need to spell out in the Resolution that the Flat Rate stays the same. City Manager next asked the Commission about employee raises and how they would like to consider doing this. He said they could give an across the board 4% raise to everyone if they had been employed more than a year and had not received any type of raise since 2008. He gave another option of a 3-tiered proposal based on salary earned. Commissioner Henderson said she was concerned about the people who have gone 6 years without a raise and maybe they should determine raise on length of service. Mayor Abbott was in favoring of the 3-tier option so the people with the lowest salary would receive the most money. Commissioner Henderson said if they give everyone over a year a raise then the employees who have gone 6 years without a raise and the people who have been here 1 1/2 years would get the same percentage of raise and she did not feel that was fair. CM Fuller stated he would send everyone an email on these different scenarios. Finance Director Yeager said the Health Insurance showed 100% paid of Employee only and they had looked at other options such as funding 95% of the 3900 plan which is the cheapest plan. The breakdown would be, if approved, 95% of Plan 3900; if earned \$35,000-under - pay 75% of dependent coverage; \$35,000-\$50,000 - pay 50% of dependent coverage; \$50,000-over - pay 25% of dependent coverage. Commissioner Henderson said if someone chose to have a family they need to take some of the responsibility of the coverage.

Commissioner Henderson moved to pay Health Insurance using the base plan 3900 where the City would pay 95% of the cost for the Employee and then use the 3 tiers of salaries \$35,000-under City to pay 75% of dependent coverage; \$35,001-\$50,000 - City to pay 50% of dependent coverage; and \$50,001-up - City to pay 25% of dependent coverage and if an Employee wants a better Plan they are to pay the difference. Commissioner Covey seconded the motion.

All ayes

Commissioner Covey spoke to Assistant Warden Owens at the Bay County Jail regarding using the prisoners for roadside assistance with trash pickup, mowing, etc. He said they provide the guard and the Port-a-Potty. She stated she had also spoken to Mayor Hammond and they have been using Community Service Workers and were very pleased with them. Leisure Services Director Legare said he had some background with this program and one big issue was you would have no idea who or how many would show up so it was hard to plan work and keep on top of them. Commissioner Pelletier spoke about the Other Contractual Services for the A&CC. He asked LS Director Legare how much was made last year on the A&CC and LS Director Legare stated this year they had made \$33,000 so far. Commissioner Covey said \$35,269 for Temporary Services was too much. LS Director Legare explained that temporary people were used to cover vacancies and used to cover critical services. Commissioner Pelletier inquired about the usage of fuel, the fuel logs and security at the pumps. He stated we would be saving quite a bit of money if we went with a vendor who was on State Contract for fuel. He asked why we were still using Phillips. PW Director Johnson did not have an answer on this and said he would check with Preston Phillips. Commissioner Covey asked why Preston was negotiating contracts (fuel) and PW Director Johnson said he assumed too much. He stated he would come up with a new system for the people using a Smart Key. Commissioner Pelletier asked since they installed the camera, did the camera have a DVR to record when no one was there. PW Director Johnson said he would check with Superintendent Martinez. Commissioner Covey asked that they review the Capital Items list. Commissioner Pelletier stated he had a problem with the Boom Axe because how often was it used. He said the fuel reports do not show it being used on a daily basis. PW Director Johnson said they had 2 Boom Axes but got rid of one of them 6 months ago. He said they are used primarily for the ditches and they had recently received a lot of complaints about them.

Commissioner Pelletier stated the Street Sweeper is broken but is receiving fuel on the fuel reports. PW Director Johnson said it's now fixed but is not getting the job done. Commissioner Covey said she was told the one they have is for parking lots and that it had been purchased for parking lots, is 7 years old and has 48,000 miles on it. Mayor Abbott said he would suggest putting the purchase of one off until 2016. Commissioner Pelletier said he was still not convinced of the need for a boom axe. CM Fuller said keeping the ditches cleared is very important to the NFICRS (Flood Insurance) and the NPDES (stormwater runoff, etc.). Commissioner Pelletier stated the renovation to City Hall should be lowered to \$10,000 and Commissioner Covey said \$40,000 was too high. CM Fuller stated he had met with a contractor who did not want to give a definite price but had told him it would be at least \$40,000 to do the renovation. Commissioner Covey said she wanted to see the revenues and expenses at Sandy Creek. She asked PW Director Johnson why we had to have an \$80,000 dump truck this year and he stated we were making 10 trips when hauling debris. She asked if we were maintaining the other 3 and Mr. Johnson said the largest of the small dump trucks needed to be replaced. LS Director Legare said they are using the F250 truck for transporting the ground crew and they need a truck with a bed for debris removal. He stated they used the minivan to shuttle for the Veterans Parade and when they stopped using the Community Service Workers they got more productivity out of the crew he has. Commissioner Covey asked about the Code Enforcement truck and was told it had a leak. She asked if it could be repaired because it did not have a lot of miles on it. Mayor Abbott asked CM Fuller to bring them some information on the Code Enforcement truck. He said it hurts when an elected official says they can't find it going out on patrol and had no miles put on it. Commissioner Covey spoke about the carpet in the A&CC. She asked if it could be cleaned and have the spots removed. LS Director Legare said that room is used twice a week and it's cleaned regularly. He said it's stained from food being dropped on it and it was 10 years old with a lot of mileage on it. Commissioner Pelletier asked if ceramic tile could be used and LS Director Legare stated it would increase the City's liability due to food/drink spillage and becoming very slippery.

The Board called for a Break at 6:32 P.M. to return at 6:44 P.M.

Commissioner Pelletier discussed the City Manager's salary which is currently \$80,000. He said if the Planning Director duties were being taken away and two new positions added then they needed to adjust the City Manager's salary. CM Fuller said he did not feel the need to hire a Planning Director as he was handling those duties along with being City Manager but he wanted a Zoning & Code Enforcement Officer to assist him with day to day Planning issues. Commissioner Covey asked if he had a job description for the new position and CM Fuller stated not at this time. He said he would provide the Board with a job description. Commissioner Pelletier stated it was an insult to the City Clerk to not pay her on the City Clerk pay scale. LS Director Legare stated Mr. Wynn is handled through contract services at \$425/week. He said the City is not liable for Workers' Comp, benefits, etc., he is at the A&CC from 7 am to 10 am M-F and returns anytime someone wants to see the conference center. He stated he is present for all meetings, elections, nights & weekends during functions, handles name plates, washes and dries the table cloths, uses his personal cell phone for City business, etc. He said that the City is getting a great deal for the amount of money we spend on this position. Mayor Abbott stated for the entire time he has been on the Board, he had never had one single group complain about the A&CC operation or services provided by Mr. Wynn. Commissioner Covey asked what Missy did and LS Director Legare said she is in the office from 7 am to 4 pm except for lunch, she deals with the recreational leagues, answers the telephone, radio, rental of the Community Center, cleans the offices and helps with the scheduling of the athletic fields which could change several times daily. Commissioner Covey stated she wanted a motion and vote on whether or not to keep Mr. Wynn at the A&CC.

Commissioner Hollister moved to keep Cobb Wynn as a Contract Employee through Snelling Staffing Services. Commissioner Henderson seconded the motion.

Roll Call:

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

Motion passed

Commissioner Pelletier stated this had nothing to do with the individual only the position. He also asked if we were at a point where we could re-group about the fuel costs as far as giving them a better estimate with new fuel costs. He said he knew that we should have at least an \$8,000-10,000 savings for FY15. Mayor Abbott stated they decided previously to keep the fuel cost at the FY14 amount. Commissioner Pelletier said he did not care who we used for fuel but could he update the line items to reflect the change. Commissioner Henderson stated she did not believe the City should be buying the ladies in the offices shirts with logos. She said the amounts budgeted were all over the place and asked what were we buying for one department that we were not buying for the other departments. FD Yeager stated she knew that the Sewer Department had two of the ladies that work up front in their estimate and the Water Department had one of the ladies' shirts. Commissioner Covey agreed with this idea. She said they were expensive and thought we should have possibly have a nice name badge with magnetic closure instead of shirts. PW Director Johnson said these lines items had things taken from them that were not uniforms such as coolers for water. FD Yeager stated that should come out of Operating Supplies. Commissioner Henderson also questioned the Overtime at Leisure Services. LS Director Legare said overtime was a way to stagger the shifts when they have to work weekends or have a special function that's needs preparation. Commissioner Henderson asked if there were ways to help support the cost of field upkeep and LS Director Legare said he had suggested the leagues charge non-Callaway players a surcharge. He also said they were going to possibly suggest charging \$10 for use of the Pavilion at Veterans Park and said there were other possible charges that they may bring to the Commission for approval. Mayor Abbott asked if they needed to allocate some legal fees to the Sewer Fund. He also asked why there was an Administrative Assistant and a Staff Assistant at Public Works. PW Director Johnson explained that the Administrative Assistant handled FDEP issues, Grants and Engineering issues and the Staff Assistant answers the telephone and locate handles locate tickets. He stated that we are used to the Department Head handling administrative issues. He said that he and CM Fuller were kicking around hiring a FT employee to split between PW and CH. Commissioner Covey stated the budget had 81 people. CM Fuller stated that currently PW has 5 vacancies advertised and they have 8 funded vacancies. PW Director Johnson said they worked short all year.

Commissioner Covey moved to keep the number of employees funded at 70 plus 5 elected officials. Commissioner Pelletier seconded the motion.

CM Fuller stated the level of service could be affected.

Commissioner Covey amended the motion to keep 73 employees funded plus 5 elected officials. Commissioner Pelletier seconded the amended motion.

Mayor Abbott asked how many employees were funded and CM Fuller said there were 76 employees with 5 vacancies.

Roll call:

Commissioner Covey - aye

Commissioner Henderson - nay

Commissioner Pelletier - aye

Commissioner Hollister - nay

Mayor Abbott - nay

Motion failed

Commissioner Covey said she requested a list of people who have cell phone allowances. She asked why the Assistant to the Finance Director has a cell phone allowance and FD Yeager stated she handles a lot of issues after hours from the Fire Department and Public Works Department.

Commissioner Covey asked why the HR Technician had an allowance. CM Fuller explained that at some point prior to his being placed in his current position it was decided that the HR Tech needed a cell phone allowance. He said the HR Tech is in the City Manager Department and he is currently budgeting one cell phone in that budget which is his cell phone. Commissioner Covey also asked why John Franklin had a cell phone allowance for 6 months while he was on extended leave. CM Fuller stated that he was still an employee at that time and current policy does not cover the distinction between active and inactive status. Mayor Abbott stated he agreed that while an employee is on inactive status and not receiving calls for work related issues they should not receive the allowance. Commissioner Covey stated that since he was on leave then he should reimburse the City and Mayor Abbott said this happened through no fault of his own but now it has been brought to their attention and it should not be allowed in the future. Mayor Abbott said he had several other questions about things that were brought up at this meeting but he would save it for the next meeting. He said they already have a meeting scheduled on Monday, August 25, 2014, at 4:00 P.M.

CM Fuller stated he would like to go down his list of items that needed to be addressed which were: determine what to do regarding the Planning Department, discuss the City Clerk pay grade, show where we are purchasing barricades, re-address the temporary services and look into what the Bay County Jail could do to assist us, touch base with the City of Panama City regarding boat ramp fees, re-adjust the issue of fuel usage to the current year's amount, capital items to be put on a 5-year plan, remove the renovation to City Hall and put it back into the budget and talk about the Stormwater Study amount back into the budget. Commissioner Henderson asked that each Department Head discuss their vacant positions, how long vacant and why they need to be filled with the exception of the Fire Department. Commissioner Pelletier asked CM Fuller if we had a central purchasing department and was told that we did not. He asked if the Purchasing Secretary did the competitive bids or quotes and did she have knowledge of bids/quotes. CM Fuller stated the Department Head is in charge of getting quotes and bids and then they turn their PO into the City Manager for approval/disapproval. The Purchasing Secretary takes the approved PO and checks the line item to be sure there is enough money to buy the item and then issues the request to the vendor.

Commissioner Pelletier asked if it was too early to talk about millage rate and Mayor Abbott said he thought it was. Commissioner Covey asked why would it be too early. She said if they know what they want to do then it would give the City Manager a definite figure to work with.

**Commissioner Covey moved to keep the millage rate at the current amount of 2.25 mils.
Commissioner Pelletier seconded the motion.**

Roll call:

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

Motion passed

PUBLIC PARTICIPATION

John J. Malone, 707 Plantation Circle, Callaway, FL, said he commended them all for taking the time to review the budget as they have been doing. He stated in the past the review would take two hours. He said all through the budget was Stormwater and he told them to review F.S. 403.0819 which funds \$50 per house if funds are needed from the State. He said they would be better off with the Stormwater Fund. He asked that the Commission comply with F.S. 110.348. He said the Commission should consider doing semi-annual reviews of the budget. He commented that they were out of whack on the Impact Fees because they can only be used for future expansion. He said Commissioner Covey brought up many items tonight that he has brought up for years.

Dan Schroeder, 5206 Cherry Street, Callaway, FL, said is a 28-year employee with the City and he wanted to ask the Commission a question and they could answer in his 5 minutes. He asked if they had reviewed the information he distributed to the Commission and they replied they had. He said the City is trying to maintain quality services for the citizens. He stated to have quality services they must have quality employees which were their number one asset. He said the City has not done anything regarding raises for the employees since the 2007-2008 fiscal year. He continued by saying they have lost 5 Firefighters this year and when they left for other jobs the minimum raise they received was \$3.00 per hour and one Firefighter received \$8.00 an hour more. He said the manual says the salary and wage schedule will be routinely reviewed. He said the issue with the Health Insurance was why would they touch that when the employees have not received a raise in 6 years. He stated the employees' wages are going backwards because of Health Insurance and Retirement increases which was a loss of 5%. He said regarding the Health Insurance change this was going to add hundreds of dollars to the employees costs. He stated he was asking them as a 28-year employee who is proud to do his job for the citizens of Callaway to stop what they were doing with the Health Insurance and spend the money to keep it as it is. He said the last Commission meeting he attended they were talking about spending thousands of dollars on training for a new computer program. He asked that they please review the information he gave them because their employees were being squeezed from every direction and they are losing good, qualified employees. He said again to please not mess with the Health Insurance. He said they really appreciate the two Firefighter positions that are being filled. Commissioner Covey stated the City had one of the best health insurance packages around. She stated the surrounding cities were asked what the average salary for a Firefighter with 10 years of experience and they were - Panama City - \$33,000; Lynn Haven - \$28,400; and City of Callaway - \$23,784. She

said the City of Callaway does not have many revenues and our citizens are depending on retired citizens and not many young citizens. She said the money is not there and they have to answer to the citizens and the employees. She said she knew the employees were taking a hit but their citizens are taking hits all of the time. Mr. Schroeder said he realizes that Panama City has the sales tax but they are doing other things for their employees such as we maintain a maximum of 240 hours of annual leave and they maintain 500 hours. He stated they offer a lot of incentives to their employees such as education and fitness incentives. He said they really should keep abreast of the labor market for this area. Commissioner Covey said if the money is not there they can't do it. Mr. Schroeder said he was just here to talk to them and that some of her suppositions were a little bit false in the sense that they think all the workers they currently have that they will always have them. He stated if this action continues then they won't have the workers who have experience and know their jobs. Commissioner Covey said if they keep spending then we won't have a City of Callaway, we will be Bay County. He said he appreciated their time.

Brigid Johnson, 7509 Melody Lane, Callaway, FL, said she had been listening to the employee and maybe he didn't understand that a lot of our citizens are living at poverty level and do not pay any taxes. She said her husband was retired military and he still works. She stated the retired military pay for everything. She said they pay taxes for a clean city and they do not want to pay more taxes until they get what they are already paying for. She said she shops at the base and worked for the DOD for 24 years and her insurance was paid 60/40 and when she added her family they did not pay anything toward them. She said she was very pleased at what happened at this meeting. She stated Bay County blew 8 million dollars of BP money and then raised their taxes. She said she did not think it was fair that they take their money and they get nothing for it. She said they gave a bonus to their employees with some of that money. Mayor Abbott asked that everyone look at their tax bills. He said the Bay County School Board, Bay County, Mosquito Control, NW FL Water Management - every one of them raised their taxes to continue provide the services that they are currently providing rather than cut services. He said he is proud of the City of Callaway because we are the lowest millage rate of all the surrounding cities and at 3.144 we would still be by far the lowest. He said it was a productive meeting tonight. City Manager Fuller said they are going to see a significant loss if we keep the millage rate at 2.25 mils. He stated the rollback rate would still be a loss but not as much as the 2.25 mils.

There being no further business, Commissioner Covey moved to adjourn the meeting at 8:25 P.M.

Sandra B. Hirth, City Clerk

**CALLAWAY BOARD OF COMMISSIONERS WORKSHOP MEETING
AUGUST 25, 2014
TIME: 4:00 P.M.**

The Workshop Meeting of the City of Callaway Board of Commissioners was called to order by Mayor Abbott at 4:00 P.M. Commissioner Henderson gave the invocation and Commissioner Covey led the Pledge of Allegiance.

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

ALSO PRESENT: Interim City Manager Fuller, Finance Director Yeager, Leisure Services Director Legare, Fire Chief Joyner, Public Works Director Johnson, Assistant to the City Manager Koepke, City Clerk Hirth (arr. 4:47 pm)

AGENDA

ITEM #1 DISCUSSION OF PRELIMINARY BUDGET FOR FY15

City Manager Fuller stated they had made the changes noted at last Tuesday's meeting. He asked that they refer to the "At a Glance" page. Commissioner Pelletier asked to speak for a moment and stated he called City Attorney Obos after the Budget Workshop last week. He said they discussed the capital funds that were being taken out of the current year funds. He said his issue was that they take a look at borrowing money to fund these capital items versus tying up the money coming in because they reduced the General Fund by 1% but it was all taken up by those items. He said at the end of the day they could do it but they had forgotten the General Fund Reserves. He said his proposal for this evening was to make a motion that as they bill these projects out of capital improvements instead of tying up the money for a year that it come out of the General Fund Reserves and as they bill it, it would come back into the Reserves which will establish an audit trail. He said that was his proposal instead of tying up all of the money. Commissioner Covey asked if he was talking about the stormwater funds and Commissioner Pelletier said he was talking about the \$1,021,126. He said basically all of that money would come back within 6 months and it was not going to affect our funds, it's going in, it's going out, they pay the bills and it's coming back. Mayor Abbott asked if he was referring to the grants and Commissioner Pelletier said that was correct. He said they were not reducing Reserves, they are just temporarily borrowing from the Reserves until the funds come back. City Manager Fuller stated he would like to add that \$110,000 of the one million twenty-one was dedicated to the Berthe Avenue Spillway project and that it may not be 2015 before they get the funds back for that particular project but once they acquire the grant funding from FEMA it will come back to the Reserves. Mayor Abbott said the reason City Manager Fuller thinks it will not be 2015 is because the project may not be completed in time but the logic is that it will come back at some point. Mayor Abbott said this did not change anything regarding where the money is coming from and Commissioner Pelletier said it did because it gives him a balanced budget. Commissioner Pelletier said it was his assumption that he was going to make those adjustments and he was going to make a motion which accounted for them borrowing the money instead of using the money. City Manager Fuller stated it should not require any other adjustments other than what they have already done. He said it's still coming out of the unassigned fund balance. Mayor Abbott said he did not think that was what Commissioner Pelletier was wanting. Commissioner Pelletier said that was not what he was wanting. He stated at the last meeting they were tying up this money for no reason whatsoever that they could use for capital improvement and so on. He said they are going to pay the bills and it will come back, that it's just a pass-through account. He stated in his mind he asked why are they tying up

the 1% they reduced to these bond money because it's guaranteed money that will come back. He said it frees up the bond money for them to use for capital improvements. He said City Attorney Obos said it comes out of General Fund Reserves. Commissioner Pelletier said he spoke with City Manager Fuller who talked to Finance Director Yeager and City Attorney Obos talked to Finance Director Yeager and Ms. Balent, our auditor. Commissioner Covey said he was saying in addition to the 1%. He was saying to forget the 1% they have approved to put into the budget. She said he was saying take this and borrow it from the balance of the unrestricted reserves after they move the 1% and then it will come back into the unrestricted General Fund Reserves. Commissioner Pelletier stated that was correct. She said that 1% was to put into the General Fund budget to help with capital improvements. She said what he had done was take the one million out of the one million they lowered the General Fund by. She said whereas if he took that one million and put it into the General Fund and apply it to the capital improvements and they borrow from the balance that's left of the unrestricted Reserve fund one million because it's coming back, then they will get this back except for maybe the \$110,000, but they will get the other two by the end of 2015 and our Unrestricted Fund will be back up. She said because they have in the General Fund, after taking the 1% out, still 2 million dollars. She continued by saying if he borrowed the \$1,021,126 from it then that would be OK since it was coming back to that fund. She said so the 1% they released to City Manager Fuller for capital items they won't be tying it up in the bond money was the point he was making. She said that made more sense to her. City Manager Fuller clarified that when they had a goal of 25% of the City's expenditures in Reserves that they have changed the policy to have 17% in the Reserves for emergencies, he said that freed up approximately one million dollars in the General Fund and the Board agreed that was correct and that was to be used for capital items (not projects). Commissioner Covey stated they would then borrow from what was left in the General Fund for capital projects which as it was paid back they would put it back into the Restricted amount by the end of the 2015 fiscal year. She said in this way they would have it to put into the budget for the capital items and they won't be to be worrying about increasing the ad valorem tax. City Manager Fuller stated that as we typically get reimbursed for grant projects that are paid out of the General Fund they would be placed back into Reserves. Commissioner Pelletier stated that what he was trying to get at was they were tying up almost a million dollars out of the General Fund that could be freed up because there was money sitting out there that could be used as long as we have an accounting mechanism in place that as the money goes out, it comes back in to the same account. He said they were more or less borrowing money from themselves. Mayor Abbott stated that what Commissioner Pelletier was suggesting would free up well over a million dollars for this year's budget. He said that was not going to be an ongoing source but for this year it could free that up and allow them to do some things they have wanted to do. He said next year they could be back in the same place asking where the money would come from. Commissioner Pelletier said next year is next year and they are working on this year's budget. He said they are tying up their money when it's sitting in other accounts and the Florida Statutes does not prohibit them from doing this. He said he contacted City Attorney Obos to get a legal reading on this to be sure it was permitted. He said as long as the Finance Director is tracking the money and it is returned to the same account. Commissioner Covey said they would be receiving the stormwater improvement money in approximately 6 months (from the grant). Commissioner Henderson asked if she could ask a question because she was a little confused. She stated she did not see where the \$1,021,000 was coming out of the General Fund. She said the only things she saw coming out of the General Fund were the capital items \$342,496 and the \$60,000 that would be funded from the Park Fees. She said she did not see where the \$1,021,000 was coming out of the General Fund. City Manager Fuller said it would be capital projects and Commissioner Henderson stated that totaled \$298,000 transferred from the General Fund. Mayor Abbott asked if Commissioner Pelletier would explain this issue. Commissioner Pelletier said City Manager Fuller had stated the money for the items was coming out of

the General Fund and asked if it was or was not. City Manager Fuller stated in this scenario it needed to show the whole one million transferred from Reserves to the General Fund. Mayor Abbott said he thought what Commissioner Pelletier was saying was definitely worth thinking about and they needed to decide if this would actually work. He stated what he thought he was saying, and he asked Commissioner Pelletier to correct him if he was wrong, was that where City Manager Fuller had things being paid for from the General Fund through this budget, rather than tie up the additional one million on that, he would borrow and he could then use the grant money to pay it back and that will free that amount of money up to use on other expenses. Commissioner Pelletier said assuming it was coming out of the General Fund, he said to Commissioner Henderson that in the back it was not and in the front it is and he was told it is. He said it's an issue of is it or isn't it so Mayor Abbott said that's what they needed ask Finance Director Yeager after they pointed out the two parts so they can make sure they understand the differences. She stated they will actually use funds from the General Fund to pay that bill and then as the other funds come in they will pay it back into the General Fund. She said if they wanted it to be a short term loan from the Sewer Fund then that would be fine. Commissioner Pelletier asked her wasn't it correct that it would free up the one million dollars and Finance Director Yeager asked him what page in the budget he was looking at and Commissioner Pelletier stated it was page 4, Capital Projects. She asked him what did he mean where was it coming from. Commissioner Pelletier said if it was coming out of the General Fund today and if they borrow from whatever fund then those funds are no longer being used out of the General Fund it would basically give them those funds to use somewhere else. He asked if that wasn't correct and Finance Director Yeager said short term for this year. She said in this proposal they have shown it coming in and going out so there's no affect on the balance. Mayor Abbott asked that they zone in on this because what he thought he was looking at was on page 4 at the bottom where it says capital projects fund. He said what he thought Commissioner Pelletier was asking or suggesting was that the way she has it written – with the FDOT sidewalks, the Berthe Avenue spillway and the stormwater improvements – to the total of 1.02 million. He said the way he is reading this is the 1.02 million is coming out of the General Fund. Finance Director Yeager said they are coming out of the Capital Projects Fund but they are transferring funds in to cover a portion of it and they are also receiving grants to cover the remainder. Mayor Abbott asked, regarding the total of the Capital Projects Fund, how much of that was actually coming from the General Fund. Finance Director Yeager stated \$298,400. Commissioner Henderson said it was listed on page 46. She said it is also on the General Fund Proposed Expenditures and that was why she was confused regarding. She said it also appears that the \$298,400 is the part that will not be reimbursed by the grants. Finance Director Yeager stated that was correct. Commissioner Pelletier said to disregard this because he had asked a question and he guessed he misunderstood the answer. Mayor Abbott asked if everyone was clear now and it was agreed they were. Commissioner Pelletier stated that at the end of the day they would not have a million dollars sitting in the General Fund.

Mayor Abbott asked City Manager Fuller to continue by highlighting to them the impact that the consensus building from the last meeting had on the budget. City Manager Fuller said he would like to draw their attention to #12 on the At-A-Glance page and said there was consensus to keep the millage rate the same at 2.25 as last year. He said what that did was to decrease the amount of ad valorem revenues the City will receive for the next fiscal year by \$6,456. He told them they added in the table so they could see what would happen if we were to leave the millage rate the same, adjust it to the rollback rate or adjust it to a rate that would require a 2/3 vote for approval. He said the estimated revenue each rate would generate and shows where it would leave the General Fund Balance. He said actually leaving it the same would have them \$163,000 less (decreased). He stated if they went to the rollback rate of 2.77 mils it would actually increase the fund balance by \$69,000 approximately. He went on to say at the 3.14 mils it would increase the fund balance by \$235,000. Mayor Abbott stated

the first two options would require them to use the reserves to balance the budget and the three after that would not require the use of reserves. Mayor Abbott stated he knew they were using reserves to purchase capital items. Commissioner Henderson stated that at the 2.25 mils, according to the projected view unassigned fund balance, they would still have 1.2 million more than the 17% projected fund balance. Mayor Abbott said the long term thinking, as they have all talked about the 5 year plan, investing in software, hardware, etc. and in order to do that they are have to hit the Reserves pretty hard this first year in order to get some things accomplished. He stated in subsequent years they will have to have a plan to go forward. City Manager Fuller said it is a policy decision regarding if they want to hit reserves for the amount of funding required to begin this process but to continue it year after year would require a commitment on the Board's part. He stated his recommendation was to increase the millage rate. He said even though we have the 1.2 million over the targeted 17% for the fund balance, they need a plan in place so the Reserves will not have to continue to be hit annually. He said he did not want to have Callaway get into a position like one of our neighboring municipalities where they went through millions in the BP settlement and now they are forced to raise the millage rate higher than if they had had a plan for the future. Commissioner Covey said she would rather look at the 5 Year Plan and if they have to go up on the millage, she would rather it be next year. She did not want the millage rate going up this year. Mayor Abbott said the way they have put this together this year he had obviously brought a draft that showed the 5 different options and with any of the 5 they could make the budget fly for this year. He stated if they look at it they have really had to hit the Reserves this year but somewhere along the line they have to make sure they have a healthy Reserve and do not strap themselves too tight. City Manager Fuller said there are going to be purchases next year for capital item and the year after and so on. He said he just wants the City to have a plan in place. Mayor Abbott asked City Manager Fuller if any of the 5 options listed allow them to meet the obligations. City Manager Fuller stated the rate they have worked with on the staff level to balance this budget was the 3.14 mils. He said he believed this would see them through as he looked at the 5 Year Plan. Commissioner Covey said she wanted to the completed 5 Year Plan with backup information on the reasoning for the capital purchases, etc. She again stated she wanted to stay at the 2.25 mils for this year, get the 5 Year Plan out, see what we have and deal with this next year.

City Manager Fuller asked the Board to look at Item #15 – Water and Sewer Rates. This was discussed at previous meetings regarding the rates increasing or not and the Consumer Price Index amount to be used. He said this will change the projected amount in water and sewer. He stated the sewer rates were originally projected to increase but the CPI will not be increasing as much as originally projected. He said if they decide on removing the CPI this will further change the projected amount for that category. Commissioner Hollister asked if the base rate was tied into the projected amount and Finance Director Yeager said it the consumption rate.

City Manager Fuller spoke about Item #17 next. He said projected ending balances will remain above the established targets for all funds except the Water Fund. He said they have spoken about this in previous meetings regarding funding the meter replacements entirely out of the Water Fund which will take the Water Fund down pretty low. Mayor Abbott stated he thought per what the consultants and Mr. Johnson have stated about new meters will be more efficient and will probably have water bills going up slightly for each household due to keeping up with the flow better than the old meters. Commissioner Covey stated that charging flat rates per dwelling for apartments, etc. who have master meters will also show an increase. Commissioner Henderson also reminded everyone about the 365 day letters requiring approximately 120 households to go onto the water system will also affect the water Fund balance in a positive way. Commissioner Pelletier asked City Manager Fuller about the only negative effect on the Water Fund balance would be the half million dollars of delinquent

accounts that cannot be collected. Finance Director Yeager stated bad debt had been budgeted. Commissioner Pelletier said unless the entire City system fails it will remain stagnate until next year.

CM Fuller then went to #19 which had to do with salary increases. He stated for clarification that everyone who had been employed prior to October 1, 2008 would receive a 4% increase in salary and if hired on or after October 1, 2008 through September, 2013, they would receive 3% increases. He stated there would not be a raise for anyone hired after September 2013. Commissioner Henderson asked if the people who had already received raises during this time period were getting another raise and CM Fuller stated they were that he found it difficult to differentiate between the employees. Mayor Abbott said there were a couple of problems we have with this. He said we have some people out there who are below their pay grade and Commissioner Pelletier said the City Clerk and Mayor Abbott said the Finance Director also and those need to be adjusted. He then said there are some employees who are paid above what their pay grade allows and they could not justify giving those employees a raise. He stated his thoughts are that he did not want to exclude people who improved their skills and are in a completely different job now due to applying for a new position. Mayor Abbott said it would not be difficult to determine who was below their pay grade and should receive the raise and those who are above their pay grade and should not receive another raise, delete those names and then go by the dates that have already been determined. Commissioner Henderson said under the former City Manager there were people who got promotions, not because they received additional certifications but because he wanted to move their pay scale up. Mayor Abbott said he was not arguing about that part but if an employee is in one job and then they apply for another job competitively and then are selected that is a different story. Commissioner Covey stated they voted on this last week which was to give 4% to employees who earn \$30,000 and below; if no raise in the last two years would get 3%; and if received a raise within the last 2 years would not receive anything. Commissioner Henderson added that they had agreed that if an employee had not received a salary increase since 2008 would receive 4%. Mayor Abbott said he thought by definition that a promotion is not a raise. Commissioner Henderson said she agreed with him if he could show her a person who got a promotion on merit then that was different than someone moving up the pay scale without additional certifications or additional duties, etc. Commissioner Covey she wanted to see that the job was advertised correctly and that everyone got a chance to apply for it and they were not just arbitrarily selected because they had been there the longest, etc. and just given a raise. City Manager Fuller went over the schedule for pay raises again and included the definition of a raise compared to a promotion on a job that had been advertised and applied for. He stated he would have this ready for the next meeting. CM Fuller brought up the issues going on at our Fire Department where we cannot keep Firefighters for any length of time because they seek jobs that are paying much higher than what we offer. He asked that the Fire Department be given a different computation for raises at the Fire Department so we can be competitive with other Departments. Chief Joyner stated he had lost 7 Firefighters since he became Chief and within the last year we lost 3. He said the turnover hurts the operation of the Department because you can't send a junior Firefighter on a call for an infant that's not breathing because he would not have that skill yet so he would have to send a more senior Firefighter with them on calls. Chief Joyner said they have a written test and a fitness regime for Firefighter applicants. He said we need to offer the Firefighters at least \$10.00 an hour, Engineers should be compensated for being responsible for a quarter of a million dollar piece of equipment, etc. CM Fuller said his suggestion was to give the entire Department a \$1.37/hour raise. Mayor Abbott asked CM Fuller to get with Chief Joyner and come up with a viable recommendation for the Fire Department. Commissioner Henderson asked that the information be made larger so it would be easier to read. Commissioner Pelletier asked why health insurance was such a large increase from the last budget to this one. FD Yeager said the new information includes family coverage per the Commission's

guidelines and the other budget did not. CM Fuller stated on #27 that it was put back to current rates. CM Fuller stated that #27 was put back to the current rates. Commissioner Pelletier asked PW Director Johnson to stay on top of this and to be sure to keep checking the State contract prices. CM Fuller stated Panama City did not charge a usage fee for their boat ramp. He said there may be a possibility of having a "honor system" type charge for using the ramp. Mayor Abbott stated LS Director Legare would need to discuss that with the Sports & Recreation Committee. CM Fuller said he has reduced the Temporary Services and taken the Stormwater Study out for the time being. He recommended that he continue to cover the Planning Department and said he would like to request a Code & Zoning Administrator who would focus more on the everyday Planning issues that come up. Mayor Abbott asked if this had been reflected in the budget and CM Fuller stated it had. CM Fuller stated he also wanted to address the City Clerk position and put it at pay grade 20 with a minimum of \$50,178, a midpoint of \$67,740 and a maximum of \$85,303. He said Assistant to the City Manager Hirth is currently receiving \$55,666. Mayor Abbott stated they needed to deal with Planning and Code Enforcement and he stated he saw \$77,321 in salaries (for 2 people). Commissioner Covey asked if the Code & Zoning Administrator was the highest salary and CM Fuller stated it was. Commissioner Covey said she wanted to talk about capital items. She asked about the dump truck and PW Director Johnson said the dump truck could be pulled and said it could wait at least a year. Commissioner Covey asked about the truck planned in the Planning Department and CM Fuller said if we hire another person we would need another truck. She then asked about going to tile in the Arts & Conference Center rather than carpet. LS Director Legare stated if they went with a better grade of carpet that it would be more aesthetically pleasing for the type functions that are held in the auditorium. He said the acoustics would be better and we would not have to worry so much about someone slipping on the tile such as women who walk in heels. Commissioner Pelletier said at the end of the day that it is up to the Commission but said he understood where he was coming from. Commissioner Pelletier asked about the boom truck. Commissioner Pelletier said he looked at the current usage and PE Director Johnson said it was not being used because the person who operates it has been assigned to other tasks. Commissioner Pelletier said he didn't want it sitting in the yard not being used. PW Director Johnson said he would like to use it and during the spring and summer there's heavy growth each month so they would run it twice every day. Commissioner Pelletier asked if the ditches were not being done because of a manpower issue. Mayor Abbott said his belief in terms of manpower is that they need to consider putting an additional person in the front office. He said he felt bad when he sees citizens lined out of the door often. Commissioner Henderson asked if there was a place to put another person in that office. CM Fuller said the Records Clerk could help out occasionally. Commissioner Covey stated the Records Clerk could also help out with front office. Assistant to the City Manager Hirth said the Records Clerk position, when filled, has a very large backlog of scanning due to previous Records Clerk not have enough time to keep that up as well as working in the front office and the other duties required of her job. Commissioner Covey stated there were 2 Firefighter vacancies, 2 Leisure Services vacancies and 2 Public Works vacancies one of which is for a Staff Assistant. She asked why they thought they needed a Staff Assistant. She stated she could have the opportunity to apply for the Records Clerk position where she could assist in other areas under the City Clerk. She continued by stating we're talking about putting in meters within a year and if that happens we have 3 Meter Readers, 1 of which is in DROP, and they will have to be placed in other positions once the meters are installed. She asked couldn't a temporary employee be hired to read meters. PW Director Johnson said he has 8 vacancies. FD Yeager said they have a Meter Reader for 2 days a month to read meters and on other days he would be used to connect/disconnect, which puts the total at 81 employees. She asked if everyone agreed or was there a number that was less than that. Commissioner Pelletier stated Mr. Johnson was going back and forth on what he needed. Mayor Abbott said he was not in favor of having a Staff Assistant. Commissioner Covey said

someone was moved from Public Works to Leisure Services and this person received a \$3,000 raise. She said and now they have a temporary employee in that position and PW Director Johnson is wanting to advertise hiring another assistant when he moved the previous one because they did not need her. Commissioner Henderson said the main problem is with staff numbers. Commissioner Covey suggested they change the numbers. Commissioner Henderson said she had some concerns but did not want to cut the Firefighter or the Records Clerk positions. PW Director Johnson stated for clarification he wanted them to know that PW reads meters sometimes when Meter Readers are absent, etc. He said they are reading 300 per day. FD Yeager said that happens when someone is absent. Commissioner Henderson asked what would we do with 2 extra Meter Readers when the meters are installed and we only need 1 Meter Reader. She asked if they would be laid off. CM Fuller stated one of the Meter Readers was going to PW as a Sewer Technician. PW Director Johnson said they could change the position to Meter Service Technician and Commissioner Covey stated that would require 83 positions. She said she recommended 75 employees plus 5 elected officials for a total of 80.

Commissioner Covey moved to have 75 positions plus 5 elected officials for a total of 80. Commissioner Pelletier seconded the motion.

Roll call:

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

Motion passed

PUBLIC PARTICIPATION

John J. Malone, 707 Plantation Circle, Callaway, FL, said he gave them a budget estimate from Satellite Beach and asked for their comments. He stated this showed the structure of a budget only. He said this was a format they could follow. He said if they drop the millage to 2.25 then the City will not have as much money as we did for this year. He stated the Property Appraiser shows where the property values are down and they need to bring the millage up to have same funds as this year.

John L'Heureux, 133 Lauren Lane, Callaway, FL, said regarding the Fire Department that he's heard many things about how well people are treated by our Firefighters and how professional they are. He said he would hate to see the Fire Department lose employees.

Brigid Johnson, 7509 Melody Lane, Callaway, FL, said her recommendation is to put them (employees) to cleaning up the City. She said she did not care what it cost but they definitely needed to put people to cleaning up.

There being no further business, Commissioner Covey moved to adjourn the meeting at 5:55 P.M. Commissioner Hollister seconded the motion.

All ayes

Sandra B. Hirth, City Clerk

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

June 23, 2015

Budget Transfer – Fire Department (A/C Repair)

<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)

On June 1, 2015, Chief Joyner requested a budget transfer for repairs to the air conditioning unit on the Law Enforcement side of the Public Safety Building. The Daikin unit is a very complex system and has been problematic and expensive due to the cost of the Evaporator Coil. City Manager Fuller approved the budget transfer as an emergency prior to Commission approval.

ATTACHMENT:

- Fire Department memo
- Repair Quote
- Single Source Vendor Authorization
- Budget transfer request

5. REQUESTED MOTION/ACTION:
Staff recommends Commission approval for the emergency budget transfer of \$5200 for repairs to the a/c unit on the Law Enforcement side of the Public Safety Building.



CITY OF CALLAWAY, FLORIDA
CITY HALL

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

Mayor
Thomas W. Abbott

Commissioners
Melba Covey
Pam Henderson
Bob Pelletier
Ralph L. Hollister

June 1, 2015

To: Michael Fuller City Manager
From: David Joyner Fire Chief
Re: Funding transfer for air conditioning repairs

At this time with your permission I would like for you to approve the immediate transfer of some funding to repair the air conditioning on the Law Enforcement side of the Public Safety Building.

The repair will cost \$5,045.00 and I am insufficient approximately \$3,500.00 in 522 R&M Buildings and Grounds.

APPROVED AS EMERGENCY
MEASURE.

DMF
6/1/2015

**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."

PEADEN

Air Conditioning, Heating & Plumbing

618W.Baldwin Rd. • Panama City, FL 32405
Phone (850) 872-1004 Fax (850) 747-1652
CAC1813818 / CFC1426447

PROPOSAL SUBMITTED TO: Callaway Fire Department	CUSTOMER #: 1027916	DATE: 05-27-2015
ADDRESS: 252 N. Star Ave	JOB NAME: Callaway Fire Department	
CITY, STATE AND ZIP: Panama City, FL 32404	JOB LOCATION: 252 N. Star Ave CITY, STATE AND ZIP : Panama City, FL 32404	
PHONE #: (850)871-5300		FAX#:

We propose the following:

System: Daikin M# FXMQ48MV S# A000550

To procure new OEM evaporator coil, pump system down to remove refrigerant from circuit, cut leaking evaporator coil out of system, check all applicable copper lines and connections, install new OEM evaporator coil and solder in all copper connection, and reattach any applicable sensors needed on the new coil. System will then be pumped into a vacuum and charged to manufactures specifications with r410 refrigerant. Upon completion of repair we will check systems for proper operations and clean up any tools and or construction debris that may be left in the area.

Evaporator Coil- \$3,125.00
Refrigerant- \$900.00
Six Hours (2 man) Labor- \$1,020.00

5,045.00

*Proposal excludes any additional repairs not listed above.
(1) one year workmanship warranty

Peaden Air Conditioning, Heating & Plumbing proposes to furnish the above for the sum of:

TERMS: Payment TO BE BILLED UPON completion of the above described work.

I have te authority to order the above described work. In the event this proposal is placed for collection, I agree to pay all cost of collection, including attorney's fees and interest as allowed under Florida Statute.

All work to be completed in a workmanlike manner according to standard practices. Warranty is one year from completion date.

Joey Wilson

Proposed by: Joey Wilson

Date 27-May-15

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal -- The above prices and scope of work are satisfactory and are accepted. Payment will be made in accordance with terms outlined above.

Accepted by

Date

Joey Wilson 872-1004

SINGLE-SOURCE VENDOR
AUTHORIZATION FORM

According to the City of Callaway Purchasing Manual: "All purchases exceeding \$500.00 will require an attempt to obtain at least three quotes, but no less than two."

Authorization is hereby requested to purchase an item without the required quotes:

Vendor

Peardon Air Conditioning, Heating & Plumbing

Item Cost (each)

Evaporator coil - 3,125.00

Refrigerant - 900.00

Six hrs (2 men) Labor - 120.00

Person Requesting PO

David Joyner fire chief

Item Description

~~Peardon~~ Sheriff's Air Conditioning System.

Describe the reason for the lack of additional quotes for this purchase:

Since we have let Peardon do the past repairs I would like for Peardon to continue doing repairs on the Deitkin system for familiarity on the Sheriff side system. We have tried other repair companies and it seems Peardon is getting closer on getting a permanent repair.

Department Head

Approval:

[Signature]

Date: June 1, 2015

J. MICHAEL FULLER

Marcus Collins, City Manager

Approval:

[Signature]

Date: June 1, 2015

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

June 23, 2015

Budget Revision - Sewer Fund to Water 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>
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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)

Due to the licensing and training requirements for the water technicians , it is necessary to request a budget revision to move funds from the Sewer Education Account to the Water Education Account. The funds were not placed in the correct account when first budgeted for FY15. Sewer technicians are not required to be licensed nor do they need to earn CEU's.

ATTACHMENT:

- Budget Revision Request
- Budget printout
- Memorandum to support the revision request.

5. REQUESTED MOTION/ACTION:
Request Commission's approval to move \$4,400 from the Education funds in the Sewer Division to the Education account in the Water Division.

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
41-533-304-50	Insurance	30,450.00	17,762.50	17,762.50	12,687.50	0.00	12,687.50	41.67
41-533-304-60	R & M Buildings & Grounds	5,250.00	1,139.03	1,139.03	4,110.97	895.00	3,215.97	61.26
41-533-304-61	R & M - Machinery & Equipment	21,000.00	6,981.00	6,981.00	14,019.00	7,842.25	6,176.75	29.41
41-533-304-62	R & M Vehicles	10,500.00	8,958.64	8,958.64	1,541.36	5,938.80	-4,397.44	0.00
41-533-304-63	R & M Distribution System	36,750.00	18,040.76	18,040.76	18,709.24	1,169.74	17,539.50	47.73
41-533-304-64	R & M Distrib Sys- Sandy Creek	21,000.00	6,735.94	6,735.94	14,264.06	912.00	13,352.06	63.58
41-533-304-65	R & M - IT Equipment	1,500.00	1,356.00	1,356.00	144.00	0.00	144.00	9.60
41-533-304-70	Printing & Binding	4,725.00	2,339.66	2,339.66	2,385.34	894.46	1,490.88	31.55
41-533-304-90	Other Current Charges	16,550.00	1,982.92	1,982.92	14,567.08	41.64	14,525.44	87.77
41-533-305-10	Office Supplies & Small Equip	3,150.00	901.12	901.12	2,248.88	356.80	1,892.08	60.07
41-533-305-20	Operating Supplies	12,983.00	6,805.58	6,805.58	6,177.42	314.62	5,862.80	45.16
41-533-305-21	Fuel & Lubricants	30,000.00	8,138.95	8,138.95	21,861.05	0.00	21,861.05	72.87
41-533-305-22	Uniforms	1,185.00	1,216.19	1,216.19	-31.19	105.00	-136.19	0.00
41-533-305-23	Meters	0.00	6,000.72	6,000.72	-6,000.72	0.00	-6,000.72	0.00
41-533-305-24	Meters - Sandy Creek	3,150.00	0.00	0.00	3,150.00	2,800.00	350.00	11.11
41-533-305-30	Road Materials & Supplies	3,675.00	1,061.00	1,061.00	2,614.00	0.00	2,614.00	71.13
41-533-305-40	Books, Publications, & Dues	1,050.00	879.36	879.36	170.64	0.00	170.64	16.25
41-533-305-51	Education (Finance)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-533-305-52	Education (Purch)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E02 Sub Totals:		1,219,539.00	587,115.41	587,115.41	632,423.59	26,485.27	605,938.32	49.69
E03	Capital Outlay							
41-533-606-11	Engineering Svc - Sandy Creek	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-533-606-20	Buildings	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-533-606-30	Improvements O/T Buildings	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-533-606-40	Mach & Equipment	10,950.00	11,058.18	11,058.18	-108.18	0.00	-108.18	0.00
41-533-606-41	Mach & Equip - Sandy Creek	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-533-606-60	Utility Expansion	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-533-606-61	Utility Expansion -Sandy Creek	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-533-606-64	Automation of METER System	1,800,000.00	0.00	0.00	1,800,000.00	487,000.00	1,313,000.00	72.94
E03 Sub Totals:		1,810,950.00	11,058.18	11,058.18	1,799,891.82	487,000.00	1,312,891.82	72.50
E04	Principal Debt Svc							
41-533-707-10	Principal Pmt on Debt	288,685.00	37,000.00	37,000.00	251,685.00	0.00	251,685.00	87.18
E04 Sub Totals:		288,685.00	37,000.00	37,000.00	251,685.00	0.00	251,685.00	87.18
E06	Other Use							
41-533-590-95	Unrealized Loss on Investmt	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E06 Sub Totals:		0.00	0.00	0.00	0.00	0.00	0.00	0.00
E08	Non-Operating Expense							
41-533-305-91	Amortization of Bond Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-533-707-20	Interest	598,882.00	76,208.19	76,208.19	522,673.81	0.00	522,673.81	87.27

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
42-535-304-60	R & M Buildings & Grounds	7,350.00	800.02	800.02	6,549.98	0.00	6,549.98	89.12
42-535-304-61	R & M - Machinery & Equipment	31,500.00	5,962.35	5,962.35	25,537.65	5,590.52	19,947.13	63.32
42-535-304-62	R & M Vehicles	22,050.00	8,822.58	8,822.58	13,227.42	5,707.01	7,520.41	34.11
42-535-304-63	R & M Collection System	63,000.00	8,815.15	8,815.15	54,184.85	0.00	54,184.85	86.01
42-535-304-64	R & M Lift Stations	26,250.00	17,739.12	17,739.12	8,510.88	243.59	8,267.29	31.49
42-535-304-65	R & M - IT Equipment	3,150.00	3,350.98	3,350.98	-200.98	0.00	-200.98	0.00
42-535-304-66	R & M Collection Sys-Sandy Cr	29,400.00	13,323.46	13,323.46	16,076.54	0.00	16,076.54	54.68
42-535-304-70	Printing & Binding	4,410.00	1,806.87	1,806.87	2,603.13	786.37	1,816.76	41.20
42-535-304-90	Other Current Charges	12,125.00	2,187.95	2,187.95	9,937.05	100.00	9,837.05	81.13
42-535-305-10	Office Supplies & Small Equip	3,675.00	2,002.92	2,002.92	1,672.08	467.78	1,204.30	32.77
42-535-305-20	Operating Supplies	10,507.00	4,102.49	4,102.49	6,404.51	2,249.67	4,154.84	39.54
42-535-305-21	Fuel & Lubricants	22,000.00	7,341.22	7,341.22	14,658.78	0.00	14,658.78	66.63
42-535-305-22	Uniforms	1,080.00	1,037.38	1,037.38	42.62	0.00	42.62	3.95
42-535-305-30	Road Materials & Supplies	4,200.00	0.00	0.00	4,200.00	0.00	4,200.00	100.00
42-535-305-40	Books, Publications, & Dues	2,100.00	120.31	120.31	1,979.69	0.00	1,979.69	94.27
42-535-305-50	Education (Fin & UB)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
42-535-305-51	E02 Sub Totals:	2,909,609.00	1,181,091.80	1,181,091.80	1,728,517.20	27,380.30	1,701,136.90	58.47
E03	Capital Outlay							
42-535-606-10	Land Improvement	0.00	0.00	0.00	0.00	0.00	0.00	0.00
42-535-606-11	Engineering Svc - Sandy Creek	0.00	0.00	0.00	0.00	0.00	0.00	0.00
42-535-606-20	Buildings	0.00	0.00	0.00	0.00	0.00	0.00	0.00
42-535-606-29	Improvmnts o/t Bldgs -Sandy Crk	0.00	0.00	0.00	0.00	0.00	0.00	0.00
42-535-606-30	Improvements O/T Buildings	0.00	0.00	0.00	0.00	0.00	0.00	0.00
42-535-606-31	Lift Station Upgrades	155,100.00	40,270.00	40,270.00	114,830.00	114,774.00	56.00	0.04
42-535-606-40	Mach & Equipment	10,950.00	10,022.96	10,022.96	927.04	3,749.00	-2,821.96	0.00
42-535-606-41	Mach & Equip - Sandy Creek	0.00	0.00	0.00	0.00	0.00	0.00	0.00
42-535-606-60	Utility Expansions	0.00	0.00	0.00	0.00	0.00	0.00	0.00
42-535-606-61	Utility Expansion -Sandy Creek	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E03 Sub Totals:		166,050.00	50,292.96	50,292.96	115,757.04	118,523.00	-2,765.96	0.00
E04	Principal Debt Svc							
42-535-707-10	Principal Pmt on Debt	299,816.00	0.00	0.00	299,816.00	0.00	299,816.00	100.00
E04 Sub Totals:		299,816.00	0.00	0.00	299,816.00	0.00	299,816.00	100.00
E06	Other Use							
42-535-590-90	Loss on Disposition of Assets	0.00	0.00	0.00	0.00	0.00	0.00	0.00
42-535-590-95	Unrealized Loss on Investmt	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E06 Sub Totals:		0.00	0.00	0.00	0.00	0.00	0.00	0.00
E08	Non-Operating Expense							
42-535-305-91	Amortization of Bond Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00
42-535-707-20	Interest Pmts on Debt	499,724.00	2,499.00	2,499.00	497,225.00	0.00	497,225.00	99.50



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: May 15, 2015

TO: J. Michael Fuller,
City Manager

FROM: Oscar J. Martinez, 
Interim Public Works Director

RE: Request for Budget Revision

I request approval for a budget revision from Sewer Division, Education Account to Water Division, Education Account. The amount budgeted in Education for Sewer should have been budgeted in Water instead. The water technicians require license renewals and training classes to receive CEU's. The sewer technicians do not require licensing or CEU's.

Thank you.

OJM/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."

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

June 23, 2015

Budget Transfer – Water 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)

A budget transfer is requested for the Water Department. The Uniform Account is out of funds due to the number of recent turnover of new employees. New hires are required to be supplied with safety boots and equipment within their first week and this has depleted the uniform budget for replacement boots for other water department employees.

ATTACHMENT:

- Public Works memo
- Budget transfer request
- General Ledger budget status report

5. REQUESTED MOTION/ACTION:
Staff requests Commission approval of the budget transfer for the Uniform Account in the Water Department.



CITY OF CALLAWAY, FLORIDA
CITY HALL
6601 East Highway 22, Callaway, FL 32404
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Mayor
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Commissioners
Melba Covey
Pam Henderson
Bob Pelletier
Ralph L. Hollister

MEMORANDUM

DATE: June 12, 2015
TO: J. Michael Fuller,
City Manager
FROM: Oscar J. Martinez, 
Interim Public Works Director
RE: Request for Budget Transfer

I request approval for a budget transfer from R&M Distribution (Sandy Creek) to Uniforms. The increase in employee change over requires more boot purchases so a transfer is needed to take care of the deficit and provide funds for future purchases.

Thank you.

OJM/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
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BUDGET TRANSFER REQUEST

AMOUNTS MUST BE IN WHOLE DOLLARS

Department Public Works - Water - 41

Account #	Account Description	CURRENT Budget Amt	Requested Increase	Requested Decrease	REVISED Budget Amt	Explanation for Request
41-533-305-22	Uniforms	\$1,185	\$1,000		\$2,185	More new hires requires more funds for boots, jackets, etc.
41-533-304-64	R&M Dist.-Sandy Creek	\$21,000		\$1,000	\$20,000	Fewer repairs required to dist. System.
Column TOTALS		\$22,185	\$1,000	\$1,000	\$22,185	Total Increases MUST equal Total Decreases

APPROVALS

Department Head _____ Date: 6/11/2015
 City Manager *[Signature]* Date: 6/11/15
 Finance _____ Date: _____
 System Updated by _____ Date: _____

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
41-533-304-50	Insurance	30,450.00	2,537.50	2,537.50	27,912.50	0.00	27,912.50	91.67
41-533-304-60	R & M Buildings & Grounds	5,250.00	246.17	246.17	5,003.83	0.00	5,003.83	95.31
41-533-304-61	R & M - Machinery & Equipment	21,000.00	1,108.50	1,108.50	19,891.50	4,325.50	15,566.00	74.12
41-533-304-62	R & M Vehicles	10,500.00	1,450.95	1,450.95	9,049.05	1,791.13	7,257.92	69.12
41-533-304-63	R & M Distribution System	36,750.00	6,153.17	6,153.17	30,596.83	2,126.15	28,470.68	77.47
41-533-304-65	R & M - IT Equipment	1,500.00	203.95	203.95	1,296.05	0.00	1,296.05	86.40
41-533-304-70	Printing & Binding	4,725.00	240.49	240.49	4,484.51	2,832.33	1,652.18	34.97
41-533-304-90	Other Current Charges	16,550.00	173.81	173.81	16,376.19	29.95	16,346.24	98.77
41-533-305-10	Office Supplies & Small Equip	3,150.00	178.98	178.98	2,971.02	0.00	2,971.02	94.32
41-533-305-20	Operating Supplies	12,983.00	1,447.24	1,447.24	11,535.76	3,289.81	8,245.95	63.51
41-533-305-21	Fuel & Lubricants	30,000.00	1,883.44	1,883.44	28,116.56	0.00	28,116.56	93.72
41-533-305-23	Meters	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-533-305-24	Meters - Sandy Creek	3,150.00	0.00	0.00	3,150.00	0.00	3,150.00	100.00
41-533-305-30	Road Materials & Supplies	3,675.00	0.00	0.00	3,675.00	0.00	3,675.00	100.00
41-533-305-40	Books, Publications, & Dues	1,050.00	0.00	0.00	1,050.00	0.99	1,049.01	99.91
41-533-305-50	Education	1,050.00	210.00	210.00	840.00	0.00	840.00	80.00
41-533-305-51	Education (Finance)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-533-305-52	Education (Purch)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E02 Sub Totals:		1,219,539.00	112,393.67	112,393.67	1,107,145.33	21,645.86	1,085,499.47	89.01
E03	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-533-606-11	Engineering Svc - Sandy Creek	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-533-606-20	Buildings	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-533-606-30	Improvements O/T Buildings	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-533-606-40	Mach & Equipment	10,950.00	0.00	0.00	10,950.00	6,984.18	3,965.82	36.22
41-533-606-41	Mach & Equip - Sandy Creek	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-533-606-60	Utility Expansion	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-533-606-61	Utility Expansion -Sandy Creek	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-533-606-64	Automation of METER System	1,800,000.00	0.00	0.00	1,800,000.00	0.00	1,800,000.00	100.00
E03 Sub Totals:		1,810,950.00	0.00	0.00	1,810,950.00	6,984.18	1,803,965.82	99.61
E04	Principal Debt Svc	288,685.00	12,000.00	12,000.00	276,685.00	0.00	276,685.00	95.84
41-533-707-10	Principal Pmt on Debt	288,685.00	12,000.00	12,000.00	276,685.00	0.00	276,685.00	95.84
E06	Other Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-533-590-95	Unrealized Loss on Investmt	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E06 Sub Totals:		0.00	0.00	0.00	0.00	0.00	0.00	0.00
E08	Non-Operating Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-533-305-91	Amortization of Bond Costs	598,882.00	27,006.70	27,006.70	571,875.30	0.00	571,875.30	95.49
41-533-707-20	Interest	0.00	0.00	0.00	0.00	0.00	0.00	0.00

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

June 23, 2015

Budget Transfer – Street Department

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

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

A budget transfer is requested for the Street Department. Due to the vacancy of an Equipment Operator I position an overage is available in salaries and Interim Public Works Director is requesting \$3000 be transferred into Other Contractual to hire a contractor to complete tree limb removal on S. Gay Ave., Lake Dr., Rebecca Dr., and removal of a dead section of a hazardous oak tree.

ATTACHMENT:

- Public Works memo
- Three contractor quotes
- Budget transfer request form

5. REQUESTED MOTION/ACTION:

Staff requests Commission approval of the budget transfer for Other Contractual in the Street Department.



CITY OF CALLAWAY, FLORIDA

CITY HALL

6601 East Highway 22, Callaway, FL 32404
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www.cityofcallaway.com

Mayor
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Commissioners
Melba Covey
Pam Henderson
Bob Pelletier
Ralph L. Hollister

MEMORANDUM

DATE: May 20, 2015

TO: J. Michael Fuller,
City Manager

FROM: Oscar J. Martinez, 
Interim Public Works Director

RE: Request for Budget Transfer

I request approval for a budget transfer from Regular Salaries, 01-541-101-20 to Other Contractual, 01-541-303-41 in the amount of \$3,000. Due to the vacancy of an Equipment Operator I position an overage is available in salaries. A contractor is required to complete these projects due to the lack of equipment needed in the Street Division for removal of high limbs. Attached are the three required quotes.

Thank you.

OJM/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."

Date:

Date: 5/13/2015

INVOICE

ESTIMATE

Arbor Tree Care

850-785-0153

P.O. Box 36022
Panama City, FL 32412

Customer: City of Callaway

Address: 324 South Berthe Callaway 32404
office

Phone: (850) 871-1033 (850) 630-0791 Justin Hodges

SERVICES	DESCRIPTION	AMOUNT
<input type="checkbox"/> STUMP GRIND	① Trim from Georgia to Lake Dr. up to bottom utility lines,	800. ⁰⁰
<input type="checkbox"/> TREE REMOVAL	② Trim from Lake Dr to Hickory up to bottom utility line,	1500. ⁰⁰
<input checked="" type="checkbox"/> TRIMS	③ Trim from corner of South Gey and Rebecca to Tyndal Parkway, up to bottom utility line,	1300. ⁰⁰
	Cut to laterals	
	Stack in neat piles on right of ways where possible for City to pick up, Blow off all streets	3600. ⁰⁰
ACCESS		
<input type="checkbox"/> BUCKET TRUCK		
<input type="checkbox"/> CRANE		
<input type="checkbox"/> CLIMB ONLY		

All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. Arbor Tree Care is licensed and insured. Our workers are fully covered by Workman's Compensation Insurance. Although we take very careful steps to protect your lawns, sidewalks and driveways, we do not guarantee any concrete from cracking. Property owner or authorized agent agrees that Arbor Tree Care will not be held responsible for any damage to any underground pipes, drains, wire cables, foundations, septic tanks, sprinkler, etc. unless clearly marked.



Multi Discount	- 250
Total	3,350.⁰⁰

Arbor Tree Care Representative: *[Signature]*

Note: Proposal withdrawn after 96 days.

Acceptance of Proposal • The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Owners Signature _____

Date: 06/05/2015

ESTIMATE

INVOICE

850-785-0153
P.O. Box 36022
Panama City, FL 32412

Arbor Tree Care

Customer: City of Callaway
Address: @ 6112 Harvey St.
J hedges @ city of callaway .com
Phone: 630-0791

SERVICES	DESCRIPTION	AMOUNT
<input type="checkbox"/> STUMP GRIND	Trim dead oak over R.O.W., haul debris.	1000 ⁰⁰
<input type="checkbox"/> TREE REMOVAL		
<input type="checkbox"/> TRIMS		
ACCESS		
<input type="checkbox"/> BUCKET TRUCK		
<input type="checkbox"/> CRANE		
<input type="checkbox"/> CLIMB ONLY		

All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. Arbor Tree Care is licensed and insured. Our workers are fully covered by Workman's Compensation Insurance. Although we take very careful steps to protect your lawns, sidewalks and driveways, we do not guarantee any concrete from cracking. Property owner or authorized agent agrees that Arbor Tree Care will not be held responsible for any damage to any underground pipes, drains, wire cables, foundations, septic tanks, sprinkler, etc. unless clearly marked.



Total	1000 ⁰⁰

Arbor Tree Care Representative: [Signature]
Note: Proposal withdrawn after 30 days.

Acceptance of Proposal • The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Owners's Signature _____

Date of acceptance _____ Verbal



BUDGET TRANSFER REQUEST

AMOUNTS MUST BE IN WHOLE DOLLARS

Department Public Works - Street - 41

Account #	Account Description	CURRENT Budget Amt	Requested Increase	Requested Decrease	REVISED Budget Amt	Explanation for Request
01-541-101-20	Regular Salaries	\$379,847		\$3,000	\$376,847	Equip. Operator I position vacated leaving an overage.
01-541-303-41	Other Contractual Services	\$20,000	\$3,000		\$23,000	Cutting low hanging limbs on three roads and the removal of an Oak tree.
		\$399,847	\$3,000	\$3,000	\$399,847	

APPROVALS

Department Head _____ Date: 5/20/2015

City Manager *[Signature]* Date: 5/19/15

Finance _____ Date: _____

System Operator *[Signature]* Date: _____

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

June 23, 2015

Code Enforcement Board Application

<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)

At this time the Code Enforcement Board has two openings and still needs two alternates. Mr. Steve Paros has submitted an application for the Board. Currently we have lost Mr. Jim Jennings and Mrs. Sandra Griggs as Board Members. Mrs. Griggs was replaced by Ms. Pat Martina so we have 6 out of our 7 member slots.

ATTACHMENT:

- Application for Code Enforcement Board

5. REQUESTED MOTION/ACTION:
Request Commission approve Steve Paros as a Code Enforcement Board Member and the remaining two Alternate Member vacancies will continue to be advertised.



City Clerk Office Use Only:
Date Appointed by City
Commission 6-2-2015

**CITY OF CALLAWAY
CODE ENFORCEMENT BOARD
APPLICATION**

To the Applicant:

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

Name: Steve Paros Date: 6-2-2015

Address: 7100 Pocahontas St

Home Phone: 871-4210 Work Phone: None

E-mail: steveparos@wowway.com

PLEASE NOTE:

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

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

I am interested in achieving code compliance through education, communications and cooperation. I am interested in maintaining and monitoring the quality of life and standards within our community, as set by the City's Code of Ordinance.

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

The code enforcement board identifies problems and is responsible for obtaining compliance to established community standards as set forth in the City's Code of ordinances,

Upon completion of this form, please return it to:

Callaway City Commission
6601 E. Hwy 22
Callaway, FL 32404

ATTN: City Clerk

City of Callaway Board of Commissioners Agenda Item Summary

June 23, 2015

Bid Award - Veterans Park Fence Replacement

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)

On April 30, 2015 we received three bids on this project:

Hall Contracting & Construction Inc.	\$126,274
Bracewell Inc., dba Bracewell's Flooring & Fencing	\$138,340
American Imperial Fence, Inc.	\$69,417

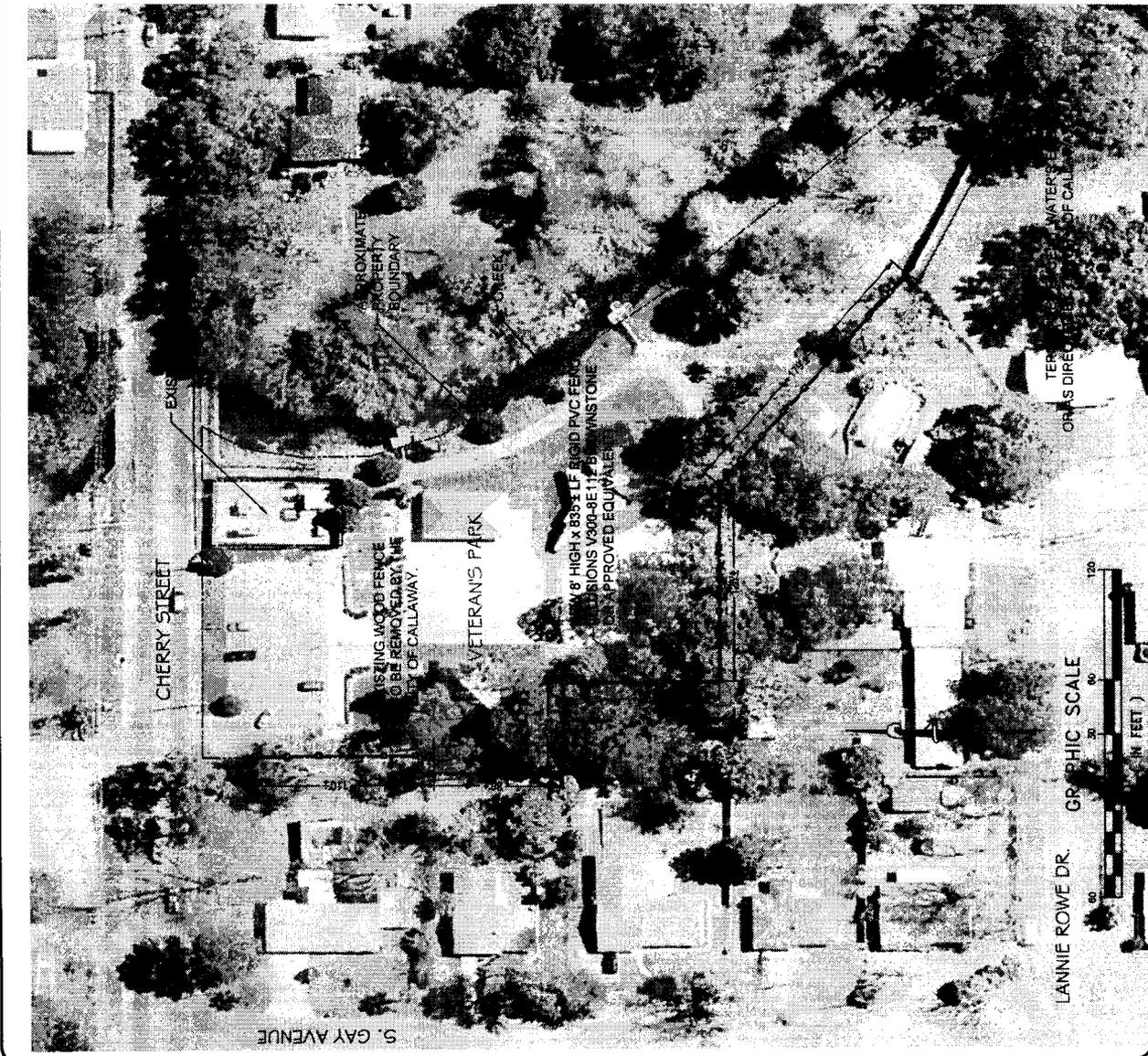
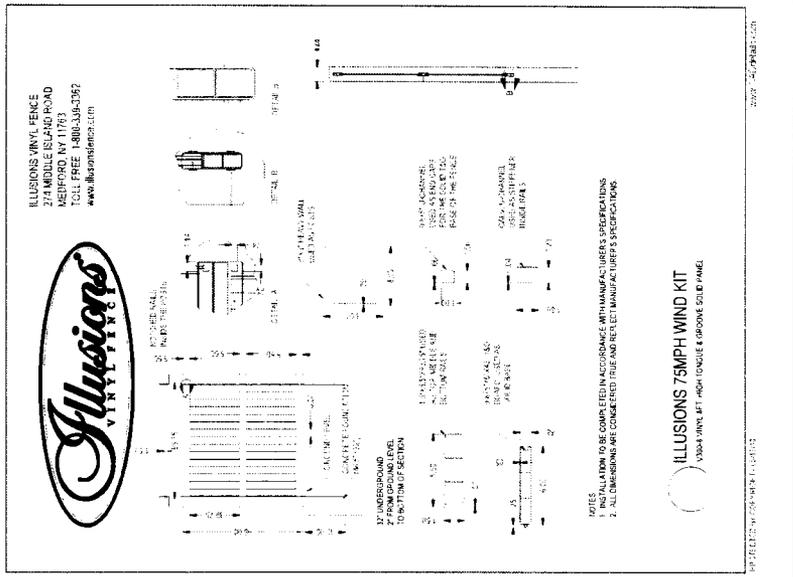
ATTACHMENT:

Specifications & Contract Documents
 Site Plan & Details
 Advertisement
 Bid Copies
 American Imperial Fence, Inc. , History & References

5. REQUESTED MOTION/ACTION:

Request Commission to approve Bid Award to American Imperial Fence, Inc. as lowest responsive bidder at \$69,417.

- NOTES:**
- CONTRACTOR SHALL CONTACT SUNSHINE STATE ONE-CALL OF FLORIDA (SSOCOF) AT 1-800-432-4770 PRIOR TO ANY EXCAVATION TO REQUEST "LOCATES" FOR UNDERGROUND FACILITIES (UTILITIES) PER F.S. CHAPTER 556 "UNDERGROUND FACILITIES DAMAGE PREVENTION AND SAFETY ACT. UTILITIES DAMAGED BY THE CONTRACTOR SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE AND AT NO COST TO THE PROJECT OWNER OR UTILITY OWNER.
 - ALL DIMENSIONS ESTIMATED. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS. PROPOSED FENCE SHALL BE CONSTRUCTED IN THE SAME LOCATION AS THE EXISTING FENCE THAT IS TO BE REMOVED.
 - EXISTING FENCE SHALL BE REMOVED BY THE CITY OF CALLAWAY. CONTRACTOR SHALL COORDINATE SCHEDULE WITH THE CITY.
 - CONTRACTOR SHALL CLEAR EXISTING VEGETATION AS NECESSARY TO CONSTRUCT PROPOSED FENCE.



**SECTION 00030
BID**

This proposal of Hall Contracting & Construction Inc
(hereinafter called "Bidder"), organized and existing under the laws of the State of
FL doing business as corporation ("a corporation," "a
partnership," or "an individual") is hereby submitted to the City of Callaway (hereinafter called
"OWNER").

In compliance with the OWNER's Advertisement for Bids (Section 00010), the Bidder hereby
proposes to perform all Work for the construction of the City of Callaway – Veterans Park Fence
Replacement in strict accordance with the Contract Documents, within the time set forth therein,
and at the prices stated below.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto
certifies as to its own organization, that this Bid has been arrived at independently, without
consultation, communication, or agreement as to any matter relating to this Bid with any other
Bidder or with any competitor.

Bidder hereby agrees to commence Work under this Contract on or before a date to be specified in
the Notice to Proceed and to substantially complete the project within 60 consecutive calendar days
and to fully complete the project 30 days thereafter. Liquidated damages for failure to fully
complete the project within the specified time will be set at **\$250.00** per day.

Bidder agrees to pay liquidated damages, as described herein.

Bidder acknowledges receipt of the following ADDENDUM(s):

Addendum No. _____, _____, 2015.

BID SCHEDULE

By submitting this Bid, the Bidder understands that all items specified in these Contract Documents
must be included in the Total Base Bid above.

VETERANS PARK FENCE REPLACEMENT
PROJECT NO. 220.038

BID 00030-1

Bids shall include sales tax and all other applicable taxes and fees. This is a Lump Sum Bid project. It is the CONTRACTOR's responsibility to carefully review the plans and specifications as well as to visit the project site to determine what is needed to do the entire project, and to reflect this in the Lump Sum Bid amount.

Pay Item Number	Description	Total
1.	Mobilization (≤ 6% of Base Bid)	2500
2.	Bonds and Insurance (≤ 5% of Base Bid)	3163
3.	Veterans Park Fence Replacement	121,071
Total Lump Sum Bid (1+2+3)		126,734⁰⁰

Respectfully Submitted:

[Signature]
Signature

President
Title

April 30, 2015
Date

Hall Contracting & Const Inc
Company Name

P.O. Box 8140 Southeast FL 32409
Address

850-773-3317
Phone Number

SEAL:

(If Bid by Corporation)

END OF SECTION

**SECTION 00030
BID**

This proposal of Bracewell Inc Dba Bracewell's Flooring + Fencing (hereinafter called "Bidder"), organized and existing under the laws of the State of Florida doing business as a corporation ("a corporation," "a partnership," or "an individual") is hereby submitted to the City of Callaway (hereinafter called "OWNER").

In compliance with the OWNER's Advertisement for Bids (Section 00010), the Bidder hereby proposes to perform all Work for the construction of the City of Callaway – Veterans Park Fence Replacement in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence Work under this Contract on or before a date to be specified in the Notice to Proceed and to substantially complete the project within 60 consecutive calendar days and to fully complete the project 30 days thereafter. Liquidated damages for failure to fully complete the project within the specified time will be set at \$250.00 per day.

Bidder agrees to pay liquidated damages, as described herein.

Bidder acknowledges receipt of the following ADDENDUM(s):

Addendum No. _____, _____, 2015.

BID SCHEDULE

By submitting this Bid, the Bidder understands that all items specified in these Contract Documents must be included in the Total Base Bid above.

VETERANS PARK FENCE REPLACEMENT
PROJECT NO. 220.038

BID 00030-1

Bids shall include sales tax and all other applicable taxes and fees. This is a Lump Sum Bid project. It is the CONTRACTOR's responsibility to carefully review the plans and specifications as well as to visit the project site to determine what is needed to do the entire project, and to reflect this in the Lump Sum Bid amount.

Item Number	Description	Total
1.	Mobilization (≤ 6% of Base Bid)	1950. ⁰⁰
2.	Bonds and Insurance (≤ 5% of Base Bid)	5200. ⁰⁰
3.	Veterans Park Fence Replacement	131,190. ⁰⁰
Total Lump Sum Bid: 138,660. ⁰⁰		

Respectfully Submitted:

Mary E. Bracewell
Signature

President
Title

4/30/2015
Date

Bracewell Inc
DBA Bracewell's Flooring + Fencing
Company Name

20667 NE Railroad Ave - Bunktown FL
Address 32424

(850) 674-2000
Phone Number

SEAL:

(If Bid by Corporation)

END OF SECTION

**SECTION 00030
BID**

This proposal of AMERICAN IMPERIAL FENCE, INC.
(hereinafter called "Bidder"), organized and existing under the laws of the State of
FLORIDA doing business as CORPORATION ("a corporation," "a
partnership," or "an individual") is hereby submitted to the City of Callaway (hereinafter called
"OWNER").

In compliance with the OWNER's Advertisement for Bids (Section 00010), the Bidder hereby
proposes to perform all Work for the construction of the City of Callaway – Veterans Park Fence
Replacement in strict accordance with the Contract Documents, within the time set forth therein,
and at the prices stated below.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto
certifies as to its own organization, that this Bid has been arrived at independently, without
consultation, communication, or agreement as to any matter relating to this Bid with any other
Bidder or with any competitor.

Bidder hereby agrees to commence Work under this Contract on or before a date to be specified in
the Notice to Proceed and to substantially complete the project within 60 consecutive calendar days
and to fully complete the project 30 days thereafter. Liquidated damages for failure to fully
complete the project within the specified time will be set at \$250.00 per day.

Bidder agrees to pay liquidated damages, as described herein.

Bidder acknowledges receipt of the following ADDENDUM(s): **NONE**

Addendum No. _____, _____, 2015.

BID SCHEDULE

By submitting this Bid, the Bidder understands that all items specified in these Contract Documents
must be included in the Total Base Bid above.

VETERANS PARK FENCE REPLACEMENT
PROJECT NO. 220.038

BID 00030-1

Bids shall include sales tax and all other applicable taxes and fees. This is a Lump Sum Bid project. It is the CONTRACTOR's responsibility to carefully review the plans and specifications as well as to visit the project site to determine what is needed to do the entire project, and to reflect this in the Lump Sum Bid amount.

Pay Item Number	Description	Total
1.	Mobilization (≤ 6% of Base Bid)	715.00
2.	Bonds and Insurance (≤ 5% of Base Bid)	2022.00
3.	Veterans Park Fence Replacement	66,680.00
Total Lump Sum Bid (1+2+3)		69,417.00

Respectfully Submitted:

Brenda Smith
Signature

PRESIDENT
Title

APRIL 28 2016
Date

SEAL:

(If Bid by Corporation)

AMERICAN IMPERIAL FENCE, INC.
Company Name

PO BOX 608 OZARK, AL 36361
Address

334-774-3929
Phone Number

END OF SECTION

VETERANS PARK FENCE REPLACEMENT
PROJECT NO. 220.038

BID 00030-2

History of Company

The company originated in the early eighties operating as American Fence Company d/b/a Alabama Discount Fence. In 1998 the company was purchased by Brenda B. and Michael B. Smith and now operates as American Imperial Fence, Inc. In October, 2002, American Imperial Fence completed the purchase of another fence company located in Decatur, Alabama which operated for 25 years under the name of Proctor's Bilt Right Fence Company

Majority owner of the company is Brenda B. Smith.

The company installs both residential and commercial fencing with no limit on size or dollar amount.

The territory in which work is performed encompasses the entire Southeastern United States. Work has been completed extending as far as Texas, Kentucky, and Oklahoma.

General Contractor License Number 38289.

Insurance coverage is carried which to date has met all requirements of any job which has been quoted.

Employees are all experienced and are covered by Workmen's Compensation.



Principals

Brenda B. Smith is majority owner of the company with over 50 years experience in Business Administration. Her career began with the United States Department of Agriculture and finalized with a Corporate and Public Relations firm prior to purchasing this company.

Michael B. Smith is co-owner with his wife, Brenda. He is a graduate of Southern Illinois University with a B.S. degree in Industrial Technology. He has over 45 years experience in the field of Engineering and Business Management. During his career he has been responsible for major engineering and construction projects in the United States and Internationally.



Personnel

Christopher M. Smith joined the company in 2004. He holds a Business Management degree from Auburn University, a Civil Engineering degree from Georgia Institute of Technology, and is a registered Professional Engineer.

Billie Proctor is the Manager of the location in Decatur, Alabama. She was the owner of Proctor's Bilt-Rite Fence prior to purchase by American Imperial Fence, Inc.

Steve McDaniel is the Superintendent for the Ozark location. He has worked several years in the

All of the crews are experienced in fence installation with some of the leaders having over 20 years of experience.



Job History

*United States Corps of Engineers, Ft. Rucker, Alabama
Installation of 15 miles of security fence and barrier cable.*

*I-85/I-65 Denied Access, City of Montgomery, Montgomery, Alabama
Installation of approximately 17,000 feet of fence along interstate – including bridges.*

*United States Corps of Engineers, Anniston Army Depot, Anniston, Alabama
Installation of approximately seven and one-half miles of security fence, complete with barrier cables, at new incinerator. Project was completed in 90 days*

*Honda Manufacturing Company, Lincoln, Alabama
Installation of approximately six miles of perimeter fence around new facility.*

Alabama Power Company and Alabama Electric Cooperative - State of Alabama
Responsibility for fencing sub-stations throughout the state of Alabama,

Hemphill Corporation, Tulsa, Oklahoma
Fencing for cellular towers as constructed throughout several states.

Broadwing Communications, Austin, Texas
Fencing for several fiber-optic facilities throughout various areas of Texas.

McLane Distribution Center, Cottonwood, Alabama
Perimeter and internal fencing.

Family Dollar Distribution Center
Marianna, Florida

United States Corps of Engineers, Federal Military Facilities

Eglin Air Force Base	Tyndall Air Force Base
Maxwell/Gunter Air Force Base	Fort Rucker Army Base
Keesler Air Force Base	Marine Corps Reserves

Alabama Department of Transportation, State of Alabama
I-20 Oxford, I-85 Macon County, US 431 Phenix City - Alabama

Sports Complexes

City of Gulf Breeze, Florida	Elba, Alabama
City of Pensacola, Florida	Daleville, Alabama
City of Helena, Alabama	Enterprise, AL Sports Complex
Soccer Complex, Auburn, Alabama	Wilcox County High School, AL
Maxwell AFB, Montgomery, Alabama	Bumpus Middle School
New Site, AL	City of Florence, Alabama
Sokol Park, Tuscaloosa, Alabama	City of Dothan, Alabama
Faulkner State Community College, Bay Minette, AL	Huffman HS Birmingham, AL

Airport Projects

Auburn, Montgomery, Eufaula, Dothan, Talladega, Geneva, AL,
Crestview, DeFuniak Springs, Apalachicola, Marianna, FL.

Jail Projects

Installation of security fence and razor ribbon:
Monroeville, AL.
Heard County, GA.
T. K. Davis, Opelika, AL.
Dale County, Ozark, AL
Wetumpka, AL

Aluminum and Steel Ornamental

Hanan Waste Water Treatment Plant, Montgomery, AL.
Troy Recreation Center, Troy, AL.
Sparkman High School, Huntsville, AL.
280th Air National Guard, Dothan, AL.
Auburn Energy Plant, Auburn, AL.
Gulf Breeze High School, Gulf Breeze, FL.
Athens Storage, Athens, AL

Major supplier of temporary fence for construction projects

References

Furnished upon request.

Page : 1 of 2 04/06/2015 12:30:46

Order Number : 34317972
PO Number :
Customer : 1000200 City of Callaway
Contact : Caltrese Bowley
Address1 : 6601 E. Highway 22
Address2 :
City St Zip : Callaway FL 32404
Phone : (850) 871-6000
Fax : (850) 871-2444
Credit Card :
Printed By : Lynda Speights
Entered By : Lynda Speights

Keywords : 45985 PUBLIC NOTICE SECTION 00010 ADVERTISEMENT
Notes :
Zones :

Ad Number : 34706616
Ad Key :
Salesperson : 35 - Lynda Speights
Publication : The News Herald
Section : Classified 2006
Sub Section : Classified 2006
Category : 1100 Legal Advertising
Dates Run : 04/10/2015-04/12/2015
Days : 3
Size : 1 x 12.30, 115 lines
Words : 343
Ad Rate : Legals Rate
Ad Price : 501.80
Amount Paid : 0.00
Amount Due : 501.80

45985
PUBLIC NOTICE

SECTION 00010
ADVERTISEMENT
FOR BIDS

NOTICE TO
RECEIVE SEALED
BIDS

CITY OF CALLAWAY
VETERANS
PARK FENCE
REPLACEMENT

This project includes replacing the existing wood fence at Veterans Park with approximately 835 LF of extruded PVC fence. The proposed fence shall be constructed in the same general location as the existing fence. The existing fence shall be removed by the City of Callaway. The CONTRACTOR shall provide all materials, equipment, and labor to complete the project.

Plans and specifications can be obtained by contacting Caltrese Bowley, Purchaser, City of Callaway at 850.871.6000 or Fax 850.871.2444, or by e-mail at cbowley@cityofcallaway.com.

Bids will be received until 2:00 PM Central Time, Thursday, April 30, 2015 at the City of Callaway, City Hall, 6601 East Highway 22, Callaway, Florida 32404 and will be opened and read publicly immediately thereafter. All Bids shall be submitted in a sealed envelope clearly marked "Sealed Bid- City of Callaway- Ver-

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Ad Price : 501.80
Amount Paid : 0.00
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The substantial completion date for this project will be 60 days from the date of the Notice to Proceed presented to the successful bidder.

All Bidders shall comply with all applicable state and local laws concerning licensing, registration, and regulations of contractors doing business in Florida.

The City shall award the contract to the lowest responsive and responsible Bidder; provided however, the City reserves the right to award the contract to a Bidder who is not the lowest responsive and responsible Bidder if the City determines in its reasonable discretion that another Bid offers the City a better value based on the reliability, quality of service, or product of such other bidder.
 Pub: April 10, 11, 12, 2015

Page : 1 of 2 04/06/2015 12:30:46

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45985

PUBLIC NOTICE

SECTION 00010
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FOR BIDS

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RECEIVE SEALED
BIDS

**CITY OF CALLAWAY
VETERANS
PARK FENCE
REPLACEMENT**

This project includes replacing the existing wood fence at Veterans Park with approximately 835 LF of extruded PVC fence. The proposed fence shall be constructed in the same general location as the existing fence. The existing fence shall be removed by the City of Callaway. The CONTRACTOR shall provide all materials, equipment, and labor to complete the project.

Plans and specifications can be obtained by contacting Caltrese Bowley, Purchaser, City of Callaway at 850.871.6000 or Fax 850.871.2444, or by e-mail at cbowley@cityofcallaway.com.

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Phone	:	(850) 871-6000	Dates Run	:	04/10/2015-04/12/2015
Fax	:	(850) 871-2444	Days	:	3
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			Amount Paid	:	0.00
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Keywords	:	45985 PUBLIC NOTICE SECTION 00010 ADVERTISEMENT			
Notes	:				
Zones	:				

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The substantial completion date for this project will be 60 days from the date of the Notice to Proceed presented to the successful bidder.

All Bidders shall comply with all applicable state and local laws concerning licensing, registration, and regulations of contractors doing business in Florida.

The City shall award the contract to the lowest responsive and responsible Bidder; provided however, the City reserves the right to award the contract to a Bidder who is not the lowest responsive and responsible Bidder if the City determines in its reasonable discretion that another Bid offers the City a better value based on the reliability, quality of service, or product of such other bidder.

Pub: April 10, 11, 12, 2015

SPECIFICATIONS & CONTRACT DOCUMENTS
for the
VETERANS PARK FENCE REPLACEMENT

Prepared for:
CITY OF CALLAWAY



PREPARED FOR:
THE CITY OF CALLAWAY, FL
Mayor: Thomas Abbott
Ward 1 Commissioner: Melba Covey
Ward 2 Commissioner: Pamm Henderson
Ward 3 Commissioner: Bob Pelletier
Ward 4 Commissioner: Ralph Hollister

PROJECT NO. 220-038
FEBRUARY 2015

Prepared by:



PREBLE-RISH INC
CONSULTING ENGINEER & SURVEYORS
203 ABERDEEN PARKWAY
PANAMA CITY, FLORIDA 32405
850.522.0644 Fax 850.522.1011

Panama City | Port St. Joe | Blountstown | Santa Rosa Beach | Ft. Walton Beach
Pensacola | Freeport | Monticello | Marianna | Quincy | Crawfordville | Tallahassee
Lake City | Daphne, AL | Port-au-Prince, Haiti

CITY OF CALLAWAY
VETERANS PARK FENCE REPLACEMENT
PROJECT NO. 220.038

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APPENDICES

Appendix A – Addendum

SECTION 00010
ADVERTISEMENT FOR BIDS

NOTICE TO RECEIVE SEALED BIDS

CITY OF CALLAWAY
VETERANS PARK FENCE REPLACEMENT

This project includes replacing the existing wood fence at Veterans Park with approximately 835 LF of extruded PVC fence. The proposed fence shall be constructed in the same general location as the existing fence. The existing fence shall be removed by the City of Callaway. The CONTRACTOR shall provide all materials, equipment, and labor to complete the project.

Plans and specifications can be obtained by contacting Catrese Bowley, Purchaser, City of Callaway at 850.871.6000 or Fax 850.871.2444, or by e-mail at cbowley@cityofcallaway.com. Bids will be received until 2:00 PM Central Time, _____, 2015 at the City of Callaway, City Hall, 6601 East Highway 22, Callaway, Florida 32404 and will be opened and read publicly immediately thereafter. All Bids shall be submitted in a sealed envelope clearly marked "Sealed Bid - City of Callaway - Veterans Park Fence Replacement." The City reserves the right to reject any and all Bids. The City also reserves the right to reject contractors who in the City's opinion are not qualified to perform the work. All Bids shall be firm for a period of 30 days after opening. This includes material prices. The Bid must conform to Section 287.133(3) Florida Statutes, on public entity crimes.

The substantial completion date for this project will be 60 days from the date of the Notice to Proceed presented to the successful bidder.

All Bidders shall comply with all applicable state and local laws concerning licensing, registration, and regulations of contractors doing business in Florida.

The City shall award the contract to the lowest responsive and responsible Bidder; provided however, the City reserves the right to award the contract to a Bidder who is not the lowest responsive and responsible Bidder if the City determines in its reasonable discretion that another Bid offers the City a better value based on the reliability, quality of service, or product of such other bidder.

Advertisement Date: _____

VETERANS PARK FENCE REPLACEMENT
PROJECT NO. 220.038

ADVERTISEMENT FOR BIDS 00010-1

SECTION 00020
INFORMATION FOR BIDDERS

Bids will be received by the City of Callaway (hereinafter called the "OWNER"), at City Hall 6601 East Highway 22, Callaway, Florida 32404 until 2:00 PM Central Time, _____, 2015 then opened and publicly read immediately thereafter.

Each Bid must be submitted in a sealed envelope addressed to 6601 East Highway 22, Callaway, Florida 32404. Each sealed envelope containing a Bid must be plainly marked on the outside as Bid for City of Callaway - Veterans Park Fence Replacement and the envelope should bear on the outside the Bidder's name, address, and license number (if applicable), and the name of the project for which the Bid is submitted. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the OWNER at City of Callaway, City Hall, 6601 East Highway 22, Callaway, Florida 32404.

All Bids must be made on the required Bid form. All blank spaces for Bid prices must be written in ink or typewritten, and the Bid form must be fully completed and executed when submitted. Three original copies of the Bid forms are required.

The OWNER may waive any informalities or minor defects or reject any and all Bids. Any Bid may be withdrawn prior to the above-scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered, no exceptions. No Bidder may withdraw a Bid within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the Bidder.

Bidders must satisfy themselves of the accuracy of the estimated quantities in the Bid Schedules by examining the site and reviewing the drawings and specifications (including any Addenda issued). After Bids have been submitted, the Bidder shall not assert there was misunderstanding concerning the quantities of Work or of the nature of the Work to be done. **The Bidder shall visit the entire site before submitting a Bid.**

The OWNER shall provide to Bidders prior to Bidding, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

If necessary, the OWNER will issue Addenda to the Contract Documents. The Bidder shall submit all questions in writing 7 days prior to the Bid Date.

The Contract Documents contain the provisions required for construction of the Project. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the Bidder or relieve the Bidder from fulfilling any of the conditions of the contract.

VETERANS PARK FENCE REPLACEMENT
PROJECT NO. 220.038

INFORMATION FOR BIDDERS 00020-1

Additionally, the following sections must accompany the Bid:

1. Section 00262 – Public Entity Crimes Statement.
2. Section 00302 – Anti-Collusion Statement
3. Section 00303 – Conflict of Interest.
4. Section 00304 – Drug-Free Workplace Statement

The party to whom the Contract is awarded will be required to execute the Agreement within 10 calendar days from the date the Notice to Proceed is delivered to the Bidder. The Notice to Proceed shall be accompanied by the necessary Agreement. In the event that the Bidders fail to execute the Agreement, the OWNER may consider the Bidder in default.

Within 10 days of receipt of acceptable Performance Bond, Payment Bond and Agreement signed by the awarded Bidder, the OWNER shall also sign the Agreement and return an executed duplicate of the Agreement to the awarded Bidder. Should the OWNER not execute the Agreement within such period, the Bidder may by Written Notice withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The OWNER and ENGINEER may make such investigations as deemed necessary to determine the ability of each Bidder to perform the Work, and the Bidder shall furnish to the OWNER and the ENGINEER all such information and data for this purpose as the OWNER and the ENGINEER may request. The OWNER reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the OWNER that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the Work contemplated therein. A conditional or qualified Bid will not be accepted.

An award will be made to the lowest responsible qualified Base Bidder, as determined by the OWNER and the ENGINEER. The OWNER shall award the Contract to the lowest responsive and responsible Bidder; provided, however, the OWNER reserves the right to award the Contract to a Bidder who is not the lowest responsive and responsible Bidder if the OWNER determines in its reasonable discretion that another Bid offers the OWNER a better value based on the reliability, quality of service, or product of such other Bidder. In the event the OWNER awards the Contract to a Bidder other than the lowest responsive and responsible Bidder, the OWNER shall state the basis on which the award is being made.

Each Bidder may attach to its Bid any information or documentation it believes is relevant to addressing the factors of reliability, quality of service and product, as such factors pertain to the Work or services to be provided under the Contract to be awarded pursuant to this Advertisement for Bids. Any such information or documentation is to consist of no more than 10 pages, single sided, each page no larger than 8.5 inch by 11 inch.

The OWNER reserves the right, either before or after Bid Opening, but prior to Contract award, to request from any Bidder such information or documentation addressing the factors of reliability, quality of service or product, as the OWNER may determine is reasonably necessary to assist it in deciding which Bid offers the OWNER the better value.

Furthermore, each Bidder (by submitting a Bid) is deemed to have authorized the OWNER to conduct such investigations as the OWNER may determine are reasonably necessary to assist it in deciding which Bid offers the OWNER the better value. The OWNER in making any decision as to which Bid offers the OWNER the better value may rely on any such information or documentation, either as part of its Bid or pursuant to a request from the OWNER, the Bidder will be deemed to have certified and warranted to the OWNER the accuracy and correctness of any such information and documentation.

Further, in making any decision as to which Bid offers the OWNER the better value, the OWNER also may rely on its own investigations or its own records and knowledge concerning the Bidder, including the Bidder's personnel, work product, and prior work history.

All applicable laws, ordinances, and rules and regulations of all authorities having jurisdiction over construction of the Project shall apply throughout the Contract.

Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Plans, Contract Documents, and Specifications. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to its Bid.

The low Bidder of each Contract shall supply the names and addresses of major material suppliers and subcontractors when required to do so by the OWNER.

Point of Contact will be Catrese Bowley, Purchaser, City of Callaway at 850. 871.6000 or Fax 850.871.2444, or by e-mail at cbowley@cityofcallaway.com.

END OF SECTION

**SECTION 00030
BID**

This proposal of _____ (hereinafter called "Bidder"), organized and existing under the laws of the State of _____ doing business as _____ ("a corporation," "a partnership," or "an individual") is hereby submitted to the City of Callaway (hereinafter called "OWNER").

In compliance with the OWNER's Advertisement for Bids (Section 00010), the Bidder hereby proposes to perform all Work for the construction of the City of Callaway - Veterans Park Fence Replacement in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence Work under this Contract on or before a date to be specified in the Notice to Proceed and to substantially complete the project within 60 consecutive calendar days and to fully complete the project 30 days thereafter. Liquidated damages for failure to fully complete the project within the specified time will be set at \$250.00 per day.

Bidder agrees to pay liquidated damages, as described herein.

Bidder acknowledges receipt of the following ADDENDUM(s):

- Addendum No. _____, 2015.

BID SCHEDULE

By submitting this Bid, the Bidder understands that all items specified in these Contract Documents must be included in the Total Base Bid above.

VETERANS PARK FENCE REPLACEMENT
PROJECT NO. 220.038

BID 00030-1

Bids shall include sales tax and all other applicable taxes and fees. This is a Lump Sum Bid project. It is the CONTRACTOR's responsibility to carefully review the plans and specifications as well as to visit the project site to determine what is needed to do the entire project, and to reflect this in the Lump Sum Bid amount.

Pay Item Number	Description	Total
1.	Mobilization (≤ 6% of Base Bid)	
2.	Bonds and Insurance (≤ 5% of Base Bid)	
3.	Veterans Park Fence Replacement	
Total Lump Sum Bid (1+2+3)		

Respectfully Submitted:

Signature

Company Name

Title

Address

Date

Phone Number

SEAL:

(If Bid by Corporation)

END OF SECTION

VETERANS PARK FENCE REPLACEMENT
PROJECT NO. 220.038

BID 00030-2

**SECTION 00050
AGREEMENT**

This Agreement, made this _____ day of _____, 2015, by and between, City of Callaway hereinafter called "OWNER" and _____ doing business as _____ 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 – Veterans Park Fence Replacement**.
- 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 60 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 _____ Dollars (\$ _____) 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 FOR PAYMENT (SECTION 00096)
- 10. CHANGE ORDER (SECTION 00097)

VETERANS PARK FENCE REPLACEMENT
PROJECT NO. 220.038

AGREEMENT 00050-1

- 11. GENERAL CONDITIONS (SECTION 00100)
- 12. PUBLIC ENTITY CRIMES STATEMENT (SECTION 00262)
- 13. ANTI-COLLUSION STATEMENT (SECTION 00302)
- 14. CONFLICT OF INTEREST (SECTION 00303)
- 15. DRUG-FREE WORKPLACE STATEMENT (SECTION 00304)
- 16. SUBMITTALS (SECTION 01340)
- 17. PROJECT CLOSEOUT (SECTION 01705)
- 18. PLANS prepared by Preble-Rish, Inc.
- 19. ADDENDA

- 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.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

VETERANS PARK FENCE REPLACEMENT
PROJECT NO. 220.038

AGREEMENT 00050-2

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)

ATTEST:

BY _____

(Signature)

NAME _____

(Please Type)

TITLE _____

BY _____

(Signature)

NAME Michael Fuller

TITLE City Manager

OWNER

CITY OF CALLAWAY

(SEAL)

ATTEST:

BY _____

(Signature)

NAME _____

(Please Type)

TITLE _____

BY _____

(Signature)

NAME _____

(Please Type)

TITLE _____

ADDRESS: _____

Employer Identification Number _____

END OF SECTION

VETERANS PARK FENCE REPLACEMENT
PROJECT NO. 220.038

AGREEMENT 00050-3

SECTION 00060
PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

_____ (Name of CONTRACTOR)

_____ (Address of CONTRACTOR)

a. _____ hereinafter called Principal and
(Corporation, Partnership, or Individual)

_____ (Name of Surety)

_____ (Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

_____ City of Callaway

(Name of OWNER)

_____ City Hall, 6601 East Highway 22, Callaway, Florida 32404

Address of OWNER)

hereinafter called OWNER in the total aggregate penal sum of _____ Dollars & _____/100 cents (\$ _____) for Contract in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2015, a copy of which is hereto attached and made a part hereof for the construction of:

CITY OF CALLAWAY
VETERANS PARK FENCE REPLACEMENT

VETERANS PARK FENCE REPLACEMENT
PROJECT NO. 220.038

PERFORMANCE BOND 00060-1

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and during the 1 year guarantee period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to Work to be performed thereunder or the Specifications accompanying same shall in any way affect its obligation on this Bond, and does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to Work or to the Specifications.

PROVIDED, FURTHER, that it is expressly agreed that the Bond shall be automatically and immediately amended, without formal and separate amendments hereto, upon amendment to the Contract not increasing the Contract Price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended.

The term "Amendment," wherever used in this Bond, and whether referring to this Bond, or the Contract Documents, shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER is the only beneficiary hereunder.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, this instrument is executed in three counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2015.

(Principal) Secretary

(SEAL)

BY _____

(Address)

Principal

Witness as to Principal

(Address)

ATTEST: _____
(Surety)

Witness to Surety

(Address)

BY _____

Attorney-In-Fact

NOTE: Date of Bond must not be prior to date of Contract.
CONTRACTOR's Surety shall use this form along with their personal documentation.

If CONTRACTOR is partnership, all partners should execute the Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

END OF SECTION

VETERANS PARK FENCE REPLACEMENT
PROJECT NO. 220.038

VETERANS PARK FENCE REPLACEMENT
PROJECT NO. 220.038
PERFORMANCE BOND 00060-2

VETERANS PARK FENCE REPLACEMENT
PROJECT NO. 220.038
PERFORMANCE BOND 00060-3

SECTION 00070
PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

(Name of CONTRACTOR)

(Address of CONTRACTOR)

a _____, hereinafter called Principal and
(Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

CITY OF CALLAWAY
(Name of Owner)

CITY HALL, 6601 EAST HIGHWAY 22, CALLAWAY, FLORIDA 32404
(Address of Owner)

hereinafter called OWNER, and unto all persons, firms and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of _____

Dollars (\$ _____) for Contract in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, personal representatives, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the _____ day of _____, 2015, a copy of which is hereto attached and made a part hereof for the construction of:

CITY OF CALLAWAY
VETERANS PARK FENCE REPLACEMENT

VETERANS PARK FENCE REPLACEMENT
PROJECT NO. 220.038

PAYMENT BOND 00070-1

NOW, THEREFORE, if the PRINCIPAL shall properly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the Work provided for in such contract, and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, fuel, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such Work, and for all labor cost incurred in such Work including that by a Subcontractor or supplier of any tier, and to any mechanic or material man lien holder, whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the Subcontractors, and persons, firms and corporations having a direct contract with the PRINCIPAL or its Subcontractors.

PROVIDED, FURTHER, that said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to Work to be performed there under or Specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the Work or to the Specifications.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant:

A. Unless claimant, other than one having a direct contract with the PRINCIPAL, shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within 90 days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

B. After expiration of 1 year following the date of which PRINCIPAL ceased work on said Contract, is being understood, however, that if any limitation embodied in the Bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment," wherever used in this Bond and whether referring to this Bond, or the Contract Documents shall include any alteration, addition, extension or modification of any character whatsoever.

VETERANS PARK FENCE REPLACEMENT
PROJECT NO. 220.038

PAYMENT BOND 00070-2

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

WITNESS WHEREOF, this instrument is executed in three counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2015.

(Principal) Secretary
(SEAL) _____
Principal
BY _____

(Address)

Witness as to Principal

(Address)

ATTEST:

Witness as to Surety

(Address)
BY _____ Attorney-In-Fact

(Address)

NOTE: Date of Bond must not be prior to date of Contract.
If CONTRACTOR is a partnership, all partners should execute Bond. CONTRACTOR's Surety shall use this form along with their personal documentation.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

END OF SECTION

VETERANS PARK FENCE REPLACEMENT
PROJECT NO. 220.038
PAYMENT BOND 00070-3

SECTION 00080
NOTICE OF AWARD

TO: _____
PROJECT DESCRIPTION: CITY OF CALLAWAY
VETERANS PARK FENCE REPLACEMENT

The OWNER has considered the Bid submitted by you for the above-described Work in response to its Advertisement for Bids dated _____, 2015, and Information for Bidders. You are hereby notified that your Bid has been accepted for items _____ in the amount of _____ (\$ _____) 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: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By: _____ (Company Name).
This the _____ day of _____, 2015
By: _____ (Print and Sign Name).
Title: _____

END OF SECTION

VETERANS PARK FENCE REPLACEMENT
PROJECT NO. 220.038
NOTICE OF AWARD 00080-1

SECTION 00090
NOTICE TO PROCEED

TO: _____
 DATE: _____
 PROJECT: CITY OF CALLAWAY
VETERANS PARK FENCE REPLACEMENT

You are hereby notified to commence Work in accordance with the Agreement dated _____, 2015, on or before _____, 2015, and you are to complete the Work within ___ consecutive calendar days thereafter. The date of completion of all Work is, therefore, _____, 2015.

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

CITY OF CALLAWAY

By: _____
 Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By: _____ (Company Name).
 This the _____ day of _____, 2015
 By: _____ (Print and Sign Name).
 Title: _____

END OF SECTION

APPLICATION AND CERTIFICATION FOR PAYMENT
 AIA DOCUMENT G702

TO OWNER: CITY OF CALLAWAY
 PROJECT: VETERANS PARK FENCE REPLACEMENT
 6601 Highway 22
 Callaway, FL 32404

FROM CONTRACTOR:
 VIA ENGINEER: Jonathan Skarski, P.E.
 PREBLE-RISH, INC.
 203 Aberdeen Parkway
 Panama City, FL 32405

CONTRACT FOR: BAY FRONT DRIVE ROADWAY IMPROVEMENTS
 CONTRACT DATE: _____

CONTRACTOR: _____
 PERIOD TO: _____

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR
 ENGINEER

PAGE ONE OF _____ PAGES

CONTRACTOR'S APPLICATION FOR PAYMENT
 Continuation Sheet, AIA Document G703, is attached

Application is made for payment, as shown below, in connection with the Contract information and belief that the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

By: _____
 State of: _____
 County of: _____
 City of: _____
 My Commission expires _____

ARCHITECT'S CERTIFICATE FOR PAYMENT
 In accordance with the Contract Documents, based on on-site observations and the Architect's knowledge, information and belief that the Work has progressed as indicated the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$ _____
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

By: _____
 ARCHITECT: _____
 Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20005-5020

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

1. ORIGINAL CONTRACT SUM	\$
2. Net Change by Change Orders	\$
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$
5. RETAINAGE	\$
a. % of Completed Work (Column D + E on G703)	\$
b. % of Stored Material (Column F on G703)	\$
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 From prior Certificate)	\$
8. CURRENT PAYMENT DUE	\$
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$

CHANGE ORDER SUMMARY

TOTALS	
Total approved in previous months by Owner	
Total approved this Month	
NET CHANGES by Change Order	

CONTRACT CHANGE ORDER

ORDER NO. _____
DATE: _____, 2015
STATE: FLORIDA
COUNTY: BAY
CONTRACT FOR VETERANS PARK FENCE REPLACEMENT
OWNER CITY OF CALLAWAY

To _____
(Contractor)

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (Supplemental Plans and Specifications Attached)	DECREASE in Contract Price	INCREASE in Contract Price
TOTALS		
NET CHANGE IN CONTRACT PRICE		

JUSTIFICATION:

The amount of the Contract will be (Increased/Decreased/Unchanged) by the Sum of _____ Dollars (\$ _____).

The Contract Total including this and previous Change Orders will be: _____ Dollars (\$ _____).

The Contract Period provided for Completion will be (Increased/Decreased/Unchanged): _____ Days.

This Document will become a supplement to the contract and all provisions will apply hereto.

Requested _____ (Owner) _____ (Date)
 Recommended _____ (Owner's Architect/Engineer) _____ (Date)
 Accepted _____ (Contractor) _____ (Date)

**SECTION 00100
GENERAL CONDITIONS**

1. Definitions
2. Additional Instructions and Detail Drawings
3. Schedules, Reports, and Records
4. Drawings and Specifications
5. Shop Drawings
6. Material, Services, and Facilities
7. Inspection and Testing
8. Substitutions
9. Patents
10. Protection of Work, Property, and Persons
11. Supervision by Contractor
12. Changes in Work
13. Changes in Contract Price
14. Claim Period
15. Regular Working Hours
16. Written Notice
17. Time for Completion and Liquidated Damages
18. Correction of Work
19. Subsurface Conditions
20. Suspension of Work, Termination, and Delay
21. Payments to Contractor
22. Acceptance of Final Payment as Release
23. Insurance
24. Contract Security (Bonds)
25. Assignments
26. Indemnification
27. Subcontracting
28. Engineer's Authority
29. Land and Rights-of-Way
30. Guarantee
31. Arbitration
32. Taxes
33. Execution of Contract
34. Contracts and Cooperation
35. Permits
36. Use of Site
37. Temporary Facilities
38. Precautions
39. Project Layout and Control
40. Testing
41. Disposal of Waste Materials
42. Warranty of Title and Waiver of Lien
43. Ownership of Hidden Valuable Materials
44. As-Built Plans
45. Cleanup
46. Conflict of Interest
47. Gratuities
48. Protection of Lives and Property
49. Audit and Access to Records

1. DEFINITIONS

- 1.1 Wherever used in the Contract Documents, the following terms shall have the meanings indicated and shall be applicable to both the singular and plural thereof:
 - 1.1.1 ADDENDA - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by additions, deletions, clarifications, or corrections.
 - 1.1.2 BID - The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the Work to be performed.
 - 1.1.3 BIDDER - Any person, firm, or corporation submitting a Bid for the Work.
 - 1.1.4 BONDS - Performance, and Payment Bonds and other instruments of surety, furnished by the CONTRACTOR and the CONTRACTOR's surety in accordance with the Contract Documents.
 - 1.1.5 CHANGE ORDER - A written order to the CONTRACTOR authorizing an addition, deletion, or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.
 - 1.1.6 CONTRACT DOCUMENTS - The contract, including:
 - 1.1.6.1 Invitation for Bids (Section 00010).
 - 1.1.6.2 Information for Bidders (Section 00020).
 - 1.1.6.3 Bid (Section 00030).
 - 1.1.6.4 Agreement (Section 00050).
 - 1.1.6.5 Performance Bond (Section 00060).
 - 1.1.6.6 Payment Bond (Section 00070).
 - 1.1.6.7 Notice of Award (Section 00080).
 - 1.1.6.8 Notice to Proceed (Section 00090).
 - 1.1.6.9 Application for Payment (Section 00096).
 - 1.1.6.10 Change Order (Section 00097).
 - 1.1.6.11 General Conditions (Section 00100).
 - 1.1.6.12 Public Entity Crimes Statement (Section 00262).
 - 1.1.6.13 Anti-Collusion Statement (Section 00302).

VETERANS PARK FENCE REPLACEMENT
PROJECT NO. 220.038

GENERAL CONDITIONS 00100-2

- 1.1.6.14 Conflict of Interest (Section 00303).
- 1.1.6.15 Drug-Free Workplace Statement (Section 00304).
- 1.1.6.16 Submittals (Section 01340).
- 1.1.6.17 Project Closeout (Section 01705)
- 1.1.6.18 Appendices.
- 1.1.6.19 Construction Drawings.
- 1.1.7 CONTRACT PRICE - The total monies payable to the CONTRACTOR under the terms and conditions of the Contract Documents.
- 1.1.8 CONTRACT TIME - The number of calendar days stated in the Contract Documents for the completion of the Work.
- 1.1.9 CONTRACTOR - The person, firm, or corporation with whom the OWNER has executed the Agreement.
- 1.1.10 DRAWINGS - The parts of the Contract Documents which show the characteristics and scope of the work to be performed and which have been prepared or approved by the ENGINEER.
- 1.1.11 ENGINEER - The person, firm, or corporation named as such in the Contract Documents.
- 1.1.12 FIELD ORDER - A written order effecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the ENGINEER to the CONTRACTOR during construction.
- 1.1.13 NOTICE OF AWARD - The written notice of the acceptance of the Bid from the OWNER to the successful BIDDER.
- 1.1.14 NOTICE TO PROCEED - Written communication issued by the OWNER to the CONTRACTOR authorizing him/her to proceed with the Work and establishing the date for commencement of the Work.
- 1.1.15 OWNER - A public or quasi-public body or authority, corporation, association, partnership, or an individual for whom the Work is to be performed.
- 1.1.16 PROJECT - The undertaking to be performed as provided in the Contract Documents.
- 1.1.17 RESIDENT PROJECT REPRESENTATIVE - The authorized representative of the OWNER who is assigned to the Project site or any part thereof.

VETERANS PARK FENCE REPLACEMENT
PROJECT NO. 220.038

GENERAL CONDITIONS 00100-3

1.1.18 SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a Subcontractor, manufacturer, Supplier or Distributor, which illustrate how specific portions of the Work shall be fabricated or installed.

1.1.19 SPECIFICATIONS - A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.

1.1.20 SUBCONTRACTOR - An individual, firm, or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

1.1.21 SUBSTANTIAL COMPLETION - That date certified by the ENGINEER when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended.

1.1.22 SUPPLEMENTAL GENERAL CONDITIONS - Modifications to General Conditions required by a State of Florida agency for participation in the Project and approved by the agency in writing prior to inclusion in the Contract Documents, or such requirements that may be imposed by applicable State of Florida laws or by the OWNER's governing regulations.

1.1.23 SUPPLIER - Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

1.1.24 WORK - All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the Project.

1.1.25 WRITTEN NOTICE - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at their last given address, or delivered in person to said party or their authorized representative on the Work.

2. ADDITIONAL INSTRUCTION AND DETAIL DRAWINGS

2.1 The CONTRACTOR may be furnished with additional instructions and detail drawings, by the ENGINEER, as necessary to carry out the Work required by the Contract Documents.

2.2 The additional drawings and instructions thus supplied will become a part of the Contract Documents. The CONTRACTOR shall carry out the Work in accordance with the additional detail drawings and instructions.

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3. SCHEDULES, REPORTS, AND RECORDS

3.1 The CONTRACTOR shall submit to the OWNER such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the Contract Documents for the Work to be performed.

3.2 Prior to the first partial estimate, the CONTRACTOR shall submit construction progress schedules showing the order in which the CONTRACTOR proposes to carry on the Work, including dates at which the various parts of the Work will be started, estimated date of completion of each part and, as applicable:

3.2.1 The dates at which special detail drawings will be required; and,

3.2.2 Respective dates for submission of Shop Drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

3.3 The CONTRACTOR shall also submit a schedule of payments that the CONTRACTOR anticipates will be earned during the course of the Work.

4. DRAWINGS AND SPECIFICATIONS

4.1 The intent of the Drawings and Specifications is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the Work in accordance with the Contract Documents and all incidental work necessary to complete the Project in an acceptable manner, ready for use, occupancy or operation by the OWNER.

4.2 In case of conflict between the Drawings and Specifications, the Specifications shall govern. Figure dimensions on Drawings shall govern over general Drawings.

4.3 Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the CONTRACTOR after discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR's risk.

5. SHOP DRAWINGS

5.1 The CONTRACTOR shall provide Shop Drawings as may be necessary for the prosecution of the Work as required by the Contract Documents. The ENGINEER shall promptly review all Shop Drawings. The ENGINEER's approval of any Shop Drawing shall not release the CONTRACTOR from responsibility for deviations from the Contract Documents.

The approval of any Shop Drawing which substantially deviates from the requirement of the Contract Documents shall be evidenced by a Change Order.

5.2 When submitted for the ENGINEER's review, Shop Drawings shall bear the CONTRACTOR'S certification that he has reviewed, checked and approved the Shop

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Drawings, and that they are in conformance with the requirements of the Contract Documents.

5.3 Portions of the Work requiring a Shop Drawing or sample submission shall not begin until the Shop Drawing or submission has been approved by the ENGINEER. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6. MATERIALS, SERVICES, AND FACILITIES

6.1 It is understood that, except as otherwise specifically stated in the Contract Documents, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.

6.2 Materials and equipment shall be so stored as to ensure the preservation of quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection.

6.3 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer.

6.4 Materials, supplies, or equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.

6.5 Materials, supplies, or equipment to be incorporated into the Work shall not be purchased by the CONTRACTOR or the Subcontractor subject to chattel mortgage or under a conditional sale contract or other agreement by which in interest is retained by the seller.

7. INSPECTION AND TESTING

7.1 All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.

7.2 The OWNER shall provide all inspection and testing services not required by the Contract Documents.

7.3 The CONTRACTOR shall provide at the CONTRACTOR's expense all testing and inspection services required by the Contract Documents.

7.4 If the Contract Documents, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER required certificates of inspection, testing or approval.

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7.5 Inspections, tests, or approvals by the ENGINEER or others shall not relieve the CONTRACTOR from the obligations to perform the Work in accordance with the requirements of the Contract Documents.

7.6 The ENGINEER and the ENGINEER's representatives will at all times have access to the Work. In addition, authorized representatives and agents of any participating Federal or State of Florida agency shall be permitted to inspect all work, materials, payrolls, records or personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof.

7.7 If any Work is covered contrary to the written instruction of the ENGINEER, it must, if requested by the ENGINEER, be uncovered for the ENGINEER's observation and replaced at the CONTRACTOR's expense.

7.8 If the ENGINEER considers it necessary or advisable that covered Work be inspected or tested by others, the CONTRACTOR, at the ENGINEER's request, will uncover, expose or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing, and of satisfactory reconstruction. If, however, such Work is not found to be defective, the CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction, and an appropriate Change Order shall be issued.

8. SUBSTITUTIONS

In cases where two or more products are identified, then the CONTRACTOR may select from the products identified. Whenever a product is identified on the Drawings or Specifications by reference to a brand name with "or approved equal" appended, then the CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER will allow its substitution and use by the CONTRACTOR.

The CONTRACTOR will be required to identify selected items by brand name at the time of bidding. No substitutions will be allowed for these items, after the bids are opened.

9. PATENTS

The CONTRACTOR shall pay all applicable royalties and license fees, and shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss in account thereof, except that the OWNER shall be responsible for any such loss when a particular process, design, or product of a particular manufacturer or manufacturers is specified. However, if the CONTRACTOR has reason to believe that the design, process, or

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products specified is an infringement of a patent, the CONTRACTOR shall be responsible for such loss unless the CONTRACTOR promptly gives such information to the ENGINEER.

10. PROTECTION OF WORK, PROPERTY, AND PERSONS

10.1 The CONTRACTOR will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The CONTRACTOR will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on- or off-site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

10.2 The CONTRACTOR will comply with all applicable law, ordinances, rules, regulations, and orders of any public body having jurisdiction. The CONTRACTOR will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection.

The CONTRACTOR will notify OWNERS of adjacent utilities when prosecution of the Work may affect them.

The CONTRACTOR will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or part, by the CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or anyone of whose acts may be liable, except damage or loss attributable to the fault of the Contract Documents or the acts or omissions of the OWNER, of the ENGINEER or anyone employed by either of them or anyone for whose acts may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

10.3 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instructions or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury, or loss. The CONTRACTOR will give the ENGINEER prompt Written Notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

11. SUPERVISION BY CONTRACTOR

The CONTRACTOR will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.

12. CHANGES IN THE WORK

12.1 The OWNER may at any time, as the need arises, order changes within the scope of the work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an equitable adjustment shall be authorized by a Change Order.

12.2 The ENGINEER, also, may at any time, by issuing a Field Order, make changes in the details of the Work. The CONTRACTOR shall proceed with the performance of any changes in the Work so ordered by the ENGINEER unless the CONTRACTOR believes that such Field Order entitles the CONTRACTOR to a change in Contract Price or Time, or both, in which event the CONTRACTOR shall give the ENGINEER Written Notice thereof within seven days after the receipt of the ordered change. Thereafter, the CONTRACTOR shall document the basis for the change in Contract Price or Time within 30 days. The CONTRACTOR shall not execute such changes pending the receipt of an executed Change Order or further instruction from the OWNER.

13. CHANGES IN CONTRACT PRICE

13.1 The Contract Price may be changed only by a Change Order. The value of any Work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

13.1.1 Unit prices previously approved.

13.1.2 An agreed lump sum.

14. CLAIM PERIOD

14.1 No claim of the CONTRACTOR shall be allowed unless:

14.1.1 The CONTRACTOR has given written notice within 14 days of the incident.

14.1.2 Within 30 days after the CONTRACTOR has given the written notice, the CONTRACTOR submits to the OWNER a detailed claim setting forth CONTRACTOR's right to recover any additional costs and lost time as provided in the General Conditions. No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

15. REGULAR WORKING HOURS

15.1 Regular working hours are defined as up to 9 hours per day, Monday through Friday, beginning no earlier than 7:30 a.m. and ending no later than 5:00 p.m., excluding 30 minutes for lunch and OWNER holidays. Whenever the CONTRACTOR is performing any part of the work, with the exception of equipment maintenance and cleanup, OWNER's representative and/or inspection will be required. Requests to work other than regular working hours must be submitted to the OWNER's designated representative, at least 48 hours prior to any proposed weekend work or scheduled extended workweeks, to give the OWNER ample time to arrange for representation and/or inspection during those periods. Periodic unscheduled overtime on weekdays will be permitted provided that 24 hours notice is provided to the OWNER's designated representative. Maintenance and cleanup may be performed during hours other than regular working hours with no notice. The CONTRACTOR shall not work on any Federal or OWNER holidays.

15.2 CONTRACTOR shall reimburse the OWNER for additional engineering and/or inspection costs incurred as a result of overtime work in excess of the regular working hours. At OWNER's option, overtime costs may either be deducted from the CONTRACTOR's monthly payment request or deducted from the CONTRACTOR's retainage prior to release of final payment. Engineering/inspection costs shall be calculated at the following rates:

Project Manager	\$135.00/hour
Project Engineer	\$95.00/hour
Inspector	\$55.00/hour

15.3 CONTRACTOR shall work between the hours of 11:00 p.m. and 4:30 a.m. on all tie-ins to existing water mains to minimize utility down times.

16. WRITTEN NOTICE

Any claim for an increase or decrease in the contract price shall be based on written notice delivered by the party making the claim to the other party and to the ENGINEER promptly (but in no event later than fourteen days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim.

Notice of the amount of the claim with supporting data shall be delivered within thirty days after such occurrence.

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17. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

17.1 The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents and the Work embraced shall be commenced on a date specified in the Notice to Proceed.

17.2 The CONTRACTOR will proceed with the Work at such rate of progress to ensure full completion within the Contract Time. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.

17.3 If the CONTRACTOR shall fail to complete the Work within the Contract Time, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the Bid for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the Contract Documents.

17.4 The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to the following and the CONTRACTOR has promptly given Written Notice of such delay to the OWNER or ENGINEER.

17.4.1 To any preference, priority, or allocation order duly issued by the OWNER.

17.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and

17.4.3 To any delays of Subcontractors occasioned by any of the causes specified in paragraphs 17.4.1 and 17.4.2 of this article.

18. CORRECTION OF WORK

18.1 The CONTRACTOR shall promptly remove from the premises all Work rejected by the ENGINEER for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and reexecute the Work in accordance with the Contract Documents and without expense to the OWNER and shall bear the expense of making good all Work of other CONTRACTORS destroyed or damaged by such removal or replacement.

18.2 All removal and replacement Work shall be done at the CONTRACTOR's expense. If the CONTRACTOR does not take action to remove such rejected Work within 10 days after receipt of Written Notice, the OWNER may remove such Work and store the materials at the expense of the CONTRACTOR.

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19. SUBSURFACE CONDITIONS

19.1 The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the OWNER by Written Notice of:

19.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents; or

19.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents.

19.2 The OWNER shall promptly investigate the conditions, and if it is found that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the Work, an equitable adjustment shall be made and the Contract Documents shall be modified by a Change Order. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless the required Written Notice has been given; provided that the OWNER may, if the OWNER determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

20. SUSPENSION OF WORK, TERMINATION, AND DELAY

20.1 The OWNER may suspend the Work or any portion thereof for a period of not more than 90 days or such further time as agreed upon by the CONTRACTOR, by Written Notice to the CONTRACTOR, and the ENGINEER that shall fix the date on which Work shall resume. The CONTRACTOR will resume that Work on the date so fixed. The CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.

20.2 If the CONTRACTOR is adjudged as bankrupt or insolvent, or makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of its property, or if CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment, or disregards laws, or ordinances, rules, regulations, or orders of any public body having jurisdiction of the Work or disregards the authority of the ENGINEER, or otherwise violates any provision of the Contract Documents, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and its surety a minimum of ten 10 days from delivery of a Written Notice, terminate the services of the CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the Work by whatever method the OWNER may deem expedient.

In such case the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the project, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a Change Order.

20.3 Where the CONTRACTOR's services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the Contract Documents.

20.4 After ten 10 days from delivery of a Written Notice to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Contract. In such case the CONTRACTOR shall be paid for all Work executed and any expense sustained plus reasonable profit.

20.5 If, through no act or fault of the CONTRACTOR, the Work is suspended for a period of more than 90 days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within 30 days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded by arbitrators within 30 days of its approval and presentation, then the CONTRACTOR may after 10 days from delivery of a Written Notice to the OWNER and the ENGINEER terminate the Contract and recover from the OWNER payment for all Work executed and all expenses sustained.

In addition, and in lieu of, terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon 10 days written notice to the OWNER and the ENGINEER stop the Work until paid all amounts then due, in which event and upon resumption of the Work Change Orders shall be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the costs and delays attributable to the stoppage of the Work.

20.6 If the performance of all or any portion of the Work is suspended, delayed, or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, an adjustment in the Contract Price or an extension of the Contract Time, or both, shall be made by Change Order to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER or ENGINEER.

21. PAYMENTS TO CONTRACTOR

- 21.1 At least 10 days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the Work performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER'S title to the material and equipment and protect the OWNER'S interest therein, including applicable insurance. The ENGINEER will, within 10 days after receipt of each partial payment estimate either indicate in writing approval of payment, and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing the reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within 10 days of presentation of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate less the retainage. The retainage shall be an amount equal to 10% of said estimate until 50% of the work has been completed. At 50% completion, further partial payments shall be made in full to the CONTRACTOR and no additional amounts may be retained unless the ENGINEER certifies that the job is not proceeding satisfactorily, but amounts previously retained shall not be paid to the CONTRACTOR. At 50% completion or any time thereafter when the progress of the Work is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than 10% of the value of the work completed. Upon substantial completion of the work, any amount retained may be paid to the CONTRACTOR. When the Work has been substantially completed except for Work which cannot be completed because of weather conditions, lack of materials or other reasons that in the judgment of the OWNER are valid reasons for noncompletion, the OWNER may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the Work still to be completed.
- 21.2 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.
- 21.3 Prior to Substantial Completion, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the Work. Such use shall not constitute an acceptance of such portions of the Work.
- 21.4 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the Work, or the restoration of any damaged Work except such as may be caused by agents or employees of the OWNER.

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21.5

Upon completion and acceptance of the Work, the ENGINEER shall issue a certificate attached to the final payment request that the Work has been accepted under the conditions of the Contract Documents. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within 30 days of completion and acceptance of the Work.

21.6

The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demand of Subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools and all supplies, incurred in the furtherance of the performance of the Work.

21.7

The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, the CONTRACTOR'S Surety, or any third party.

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In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the Contract Documents by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

22

If the OWNER fails to make payment thirty 30 days after approval by the ENGINEER, in addition to other remedies available to the CONTRACTOR, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

22 ACCEPTANCE OF FINAL PAYMENT AS RELEASE

The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this Work and for every act and neglect of the OWNER and others relating to or arising out of this Work. Any payment, however, final or otherwise shall not release the CONTRACTOR or its sureties from any obligations under the Contract Documents or the Performance and Payment Bonds.

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23. INSURANCE

- 23.1. The CONTRACTOR shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of, or result from the CONTRACTOR's execution of the Work, whether such execution by the CONTRACTOR, any Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
- 23.1.1.1. Claims under workman's compensation, disability benefit, and other similar employee benefit acts;
 - 23.1.2. Claims for damages because of bodily injury, occupational sickness, or death of employees;
 - 23.1.3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than employees;
 - 23.1.4. Claims for damages insured by usual personal injury liability coverage which are sustained
 - 23.1.4.1. By any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or
 - 23.1.4.2. By any other person; and
 - 23.1.4.3. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.
- 23.2. Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the Work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled unless at least 15 days prior Written Notice has been given to the OWNER.
- 23.3. The CONTRACTOR shall procure and maintain, at the CONTRACTOR's own expense, during the Contract Time, Liability Insurance as hereinafter specified:
- 23.4. CONTRACTOR's General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting the CONTRACTOR from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the Contract Documents, whether such operations by the CONTRACTOR or by any Subcontractor employed by the CONTRACTOR or anyone directly or indirectly employed by the CONTRACTOR or by a Subcontractor employed by the CONTRACTOR. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident.

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Insurance shall be written with a limit of liability of not less than \$200,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$200,000 aggregate for any such damage sustained by two or more persons in any one accident.

- 23.5. The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage Insurance upon the Project to the full insurable value thereof for the benefit of the OWNER, the CONTRACTOR, and Subcontractors as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR's surety from obligations under the Contract Documents to fully complete the Project.
- 23.6. The CONTRACTOR shall procure and maintain, at the CONTRACTOR'S own expense, during the Contract Time, in accordance with the provisions of the laws of the State of Florida. Workmen's Compensation Insurance, including occupational disease provisions, for all of the CONTRACTOR's employees at the site of the Project and in case any Work is sublet, the CONTRACTOR shall require such Subcontractor similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the Project is not protected under Workman's Compensation statute, the CONTRACTOR shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of its employees not otherwise protected.
- 23.7. The CONTRACTOR shall secure, if applicable, "All Risk" type Builder's Risk Insurance for Work to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the Contract Price totaled in the Bid. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the Contract Time, and until the Work is accepted by the OWNER. The policy shall name as the insured the CONTRACTOR, and the OWNER.

24. CONTRACT SECURITY (BONDS)

The CONTRACTOR shall within 10 days after the receipt of the Notice of Award furnish the OWNER with a Performance Bond and a Payment Bond in penal sums equal to the amount of the Contract Price, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions, and agreements of the Contract Documents, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the Work provide by the Contract Documents. Such Bonds shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the State of Florida and named on the current lists of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570.

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The expense of these Bonds shall be borne by the CONTRACTOR. If at any time a surety on any such Bond is declared as bankrupt or loses its rights to do business in the State of Florida or is removed from the list of Surety Companies accepted on Federal Bonds, CONTRACTOR shall within 10 days after notice from the OWNER to do so, substitute an acceptable Bond (or Bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such Bond shall be paid by the CONTRACTOR. No further payment shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable Bond to the OWNER.

25. ASSIGNMENTS

Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of any right, title or interest therein, or any obligations thereunder, without written consent of the other party.

26. INDEMNIFICATION

The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claims, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

26.2. In any and all claims against the OWNER or the ENGINEER, or any of their agents or employees, by any employees of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.

26.3. The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, its agents or employees arising out of the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs or Specifications.

27. SUBCONTRACTING

27.1. The CONTRACTOR may utilize the services of specialty subcontracts on those parts of the Work which, under normal contracting practices, are performed by specialty Subcontractors.

27.2. The CONTRACTOR shall not award Work to Subcontractor(s), in excess of fifty (50%) percent of the Contract Price, without prior written approval of the OWNER.

27.3. The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them, as the CONTRACTOR is for the acts and omissions of persons directly employed by it.

27.4. The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of the Contract Documents insofar as applicable to the Work of Subcontractors and give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the Contract Documents.

27.5. Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the OWNER.

28. ENGINEER'S AUTHORITY

28.1. The ENGINEER shall act as the OWNER's representative during the construction period, shall decide questions which may arise as to quality and acceptability of materials furnished and Work performed, and shall interpret the intent of the Contract Documents in a fair and unbiased manner. The ENGINEER will make visits to the site and determine of the Work is proceeding in accordance with the Contract Documents.

28.2. The CONTRACTOR will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship, and execution of the Work. Inspections may be at the factory or fabrication plant of the source of material supply.

28.3. The ENGINEER will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

28.4. The ENGINEER shall promptly make decisions relative to interpretation of the Contract Documents.

29. LAND AND RIGHTS-OF-WAY

29.1. Prior to issuance of Notice to Proceed, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the Work to be performed pursuant to the Contract Documents, unless otherwise mutually agreed upon.

29.2. The OWNER shall provide to the CONTRACTOR information which delineates and describes the lands owned and rights-of-way acquired.

29.3. The CONTRACTOR shall provide at its own expense and without liability to the OWNER any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or storage of materials.

30. GUARANTEE

The CONTRACTOR shall guarantee all materials and equipment furnished and Work performed for a period of 1 year from the date of Substantial Completion. The CONTRACTOR warrants and guarantees for a period of 1 year from the date of Substantial Completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of the damage of other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other Work that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

31. ARBITRATION

31.1. All claims, disputes, and other matters in question arising out of, or relating to, the Contract Documents or the breach thereof, except for claims which have been waived by making an acceptance of final payment as provided by Section 20, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

31.2. Notice of the demand for arbitration shall be filed in writing with the OWNER party to the Contract Documents and with the American Arbitration Association and a copy shall be filed with the ENGINEER. Demand for arbitration shall in no event be made on any claim, dispute, or other matter in question which would be barred by the applicable statute of limitations.

31.3. The CONTRACTOR will carry on the Work and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed upon in writing.

32. TAXES

The CONTRACTOR will pay all sales, consumer, use, and other similar taxes required by the laws of the State of Florida.

33. EXECUTION OF CONTRACT

33.1 The party to who each contract is awarded will be required to execute the Agreement within ten calendar days from the date when Notice of Award is delivered to the Bidder. The Notice of Award shall be accompanied by the necessary Agreement. In case of failure of the Bidder to execute the Agreement, the OWNER may at its option consider the Bidder in default.

33.2 The OWNER within 30 days from receipt of acceptable Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement. Should the OWNER not execute the Agreement within such period, the Bidder may, by written notice, withdraw his signed Agreement. Such notice to withdrawal shall be effective upon by the OWNER's receipt of the notice.

33.3 The Notice to Proceed shall be issued within ten 10 days of the execution of the Agreement by the OWNER. Should there be reasons why the Notice to Proceed cannot be issued within such period; the time may be extended by mutual agreement of the OWNER and the CONTRACTOR. If the Notice to Proceed has not been issued within the 10-day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

34.0 CONTRACTS AND COOPERATION:

34.1 At the same time that work under this contract is being provided at the site, there may be other contractors working on the site. The OWNER reserves the right to award other contracts for work to be constructed at the same time, and in connection with, the work included in this contract.

34.2 The CONTRACTOR shall cooperate with all other contractors in such a manner, and to such extent, as best to facilitate the completion of the entire Project in the shortest time possible, subject to, at all times, the approval of the ENGINEER. It shall be the duty of each contractor to work with the other contractors, render such assistance, and to arrange his work in such a manner that shall allow the entire Project to be delivered complete and in the best possible condition.

34.3 The CONTRACTOR shall keep himself/herself fully informed at all times regarding all details of the work of other contractors working at the site, and he/she shall be responsible for all delays that may result from his failure to install his/her own work in the proper manner and at the proper time.

34.4 The CONTRACTOR shall be responsible for coordinating the relocation of existing utilities (with the respective utility companies) as needed to construct the project.

The OWNER will pay fees charged by the utility company for relocating these utilities.

35.0 PERMITS

35.1 The OWNER will have construction plans approved by all local, city, and state agencies if required. The CONTRACTOR will be responsible for conforming to requirements of these approvals. The CONTRACTOR shall obtain a National Pollutant Discharge Elimination System (NPDES) Stormwater Permit from FDEP in Tallahassee before construction commences.

- 35.2 The CONTRACTOR shall notify all permitting agencies when construction commences.
- 35.3 The CONTRACTOR will procure and pay for all local permits, all special permits, inspection, and other charges required in connection with the Work.
- 36.0 USE OF SITE:**
- 36.1 The CONTRACTOR(s) shall confine their use of the site for storage or materials, erection of temporary facilities, and parking of vehicles to areas within his Contract limits as directed by the ENGINEER. The CONTRACTOR shall not unnecessarily encumber the premises at any time.
- 36.2 Areas of the site in which work under this contract may be performed will be used by other contractors for storage of materials, erection of temporary facilities, and parking of vehicles. Areas used by other contractors will be vacated, as directed by the ENGINEER to permit work under this Contract, provided reasonable notice is given requesting such, all in accordance with this CONTRACTOR's construction schedule.
- 36.3 Signs or advertisements shall not be displayed on the site or building except with the written consent of the OWNER.

37.0 TEMPORARY FACILITIES:

- 37.1 The CONTRACTOR shall provide electric power, water, and other utilities as he may require for his construction purposes, and shall pay all costs incurred unless otherwise provided in the Contract Documents. At completion of the contract, all temporary facilities shall be removed from the site.
- 37.2 The CONTRACTOR shall provide sanitary facilities for his workmen at all times. Sanitary facilities shall be of an approved chemical type with regular servicing, as approved by the ENGINEER and local, state, and federal Health Authorities (as required).

38.0 PRECAUTIONS:

- 38.1 Attention is called to the fact that the CONTRACTOR is responsible for contacting all utility companies to obtain locations of all existing utilities or obstructions which he may encounter during construction. After location of utilities by the appropriate utility company, it is the CONTRACTOR's responsibility to protect all such utility lines, including service lines and appurtenances, and to replace at his own expense any which may be damaged by the CONTRACTOR's equipment or other unforeseen forces during construction of the project.

- 38.2 Barricades, Guards and Safety Provisions: To protect persons from injury and to avoid property damage, adequate barricades, construction signs, torches, red lanterns and guards shall be placed and maintained during progress of construction work and until it is safe for both pedestrians and vehicular traffic. Rules and regulations of local authorities regarding safety provisions shall be observed.
- 38.3 Traffic Controls: Trenching and earthwork shall be conducted in a manner to cause the least interruption to traffic. Where traffic must cross open trenches, provide suitable bridges.
- 38.4 Work in Progress: Protect completed work from damage by other work in progress. Maintain such protection as long as work is in progress.

38.5 SPECIAL PRECAUTIONS:

The CONTRACTOR shall at all times during construction activity control turbidity caused by construction related acts, by the placement of containment curtains, hay bales or suitable temporary erosion control barriers. The pumping and discharge of trench water shall be in accordance with all local, State, and Federal agencies which control such activities. Any permits for such activities shall be obtained by the CONTRACTOR and the cost of same is included in the bid price submitted.

39.0 PROJECT LAYOUT AND CONTROL:

- 39.1 The OWNER has provided suitable benchmarks and horizontal alignment. These items are shown on the construction drawings. Any of these points which are disturbed or destroyed by the CONTRACTOR shall be replaced at the CONTRACTOR's expense.
- 39.2 The CONTRACTOR shall engage a Professional Surveyor and Mapper registered in the State of Florida to practice land surveying. Said surveyor should carry Professional Liability Insurance. The land surveyor employed for this project must comply with the Minimum Technical Standards for land surveyors in the State of Florida pursuant to Florida Statute 472.027 adopted rule 121HH-29. The CONTRACTOR shall be held responsible for all mistakes that may be caused by the loss of disturbance of the ENGINEER's layout work.
- 39.3 Should the CONTRACTOR in the course of the work find that the points, grades and levels which are shown upon the Drawings are not conformable to the physical conditions of the locality at the proposed work or structure, he shall immediately inform the ENGINEER of the discrepancy between actual physical conditions of the locality of the proposed work, and the points, grades and levels which are shown on the drawings. No claim shall be made by the CONTRACTOR against the OWNER for compensation or damage by reasons of failure of the ENGINEER to represent upon said drawings, points, grades and levels conformable to the actual physical conditions of the locality of the proposed work.

40.0 TESTING:

The CONTRACTOR will furnish and pay for the services of a qualified independent testing laboratory approved by the ENGINEER to provide project quality control if required. It is the CONTRACTOR's responsibility to notify the ENGINEER and testing laboratory as items become ready for tests. Retesting of all testing failures shall be at the CONTRACTOR's expense. Testing laboratory shall work under direction of the ENGINEER. Copies of reports of all tests shall be sent to the CONTRACTOR, the ENGINEER and the OWNER.

41.0 DISPOSAL OF WASTE MATERIALS:

No burial of waste materials will be permitted on the premises. The CONTRACTOR shall at all times keep the premises free from accumulations of waste material or debris caused by his employees or work and shall remove same when necessary or required by the ENGINEER.

42.0 WARRANTY OF TITLE AND WAIVER OF LIEN:

No material, supplies or equipment for the work shall be purchased by the CONTRACTOR subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by the seller or supplier.

The CONTRACTOR warrants good title to all materials, supplies and equipment installed or incorporated in the work and agrees upon completion of all work to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by him, to the OWNER free from any claims, liens or charges and further agrees that neither he nor any person, firm, or corporation furnishing any material or labor for any work covered by this contract shall have any right to a lien upon the premises or any improvements or appurtenances thereon as a result of the CONTRACTOR's failing in his commitment to the OWNER or any person, firm or corporation furnishing any material or labor for any work covered by this contract.

The CONTRACTOR shall not at any time suffer or permit any lien, attachment, or other encumbrances under the law of Florida or otherwise by any person or persons whomsoever to remain on file with the OWNER against any money due or to become due for any work done or materials furnished under the contract or by reason of any other claim or demand against the CONTRACTOR.

Such lien, attachment, or other encumbrance, until it is removed, shall preclude any and all claims or demands for any payment under virtue of the contract.

43.0 OWNERSHIP OF HIDDEN VALUABLE MATERIALS:

If the excavation of this project uncovers treasure or valuable materials of any kind buried or hidden within the work, it shall remain the property of the OWNER, other provisions in the documents to the contrary notwithstanding. Guard same until it is turned over to the

OWNER.

44.0 AS-BUILT PLANS:

Before final inspection the Contractor shall turn over to the Engineer a set of hand drawn as-builts showing field changes and actual installed conditions. This also includes electrical conduit and valve references with no less than two (2) distances to permanent objects. The City of Callaway will be responsible for obtaining the as built survey. The Contractor shall notify the City of Callaway and the Engineer of Record upon completion of construction to schedule the as built survey.

45.0 CLEANUP:

Before final inspection and acceptance of the work, the CONTRACTOR shall clean ditches, shape shoulders and restore all disturbed areas, including street crossings, grass plots, regrassing if necessary, to as good condition as existed before work started.

46.0 CONFLICT OF INTEREST

The OWNER's officers, employees, or agents shall not engage in the award of administration of the Contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- 46.1 The employee, officer or agent
- 46.2 Any member of their immediate family;
- 46.3 Their partner; or
- 46.4 An organization which employs, or is about to employ, any of the above has financial or interest in the CONTRACTOR.

The OWNER's officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from the CONTRACTOR or subcontractor.

47.0 GRATUITIES

- 47.1 If the OWNER finds after a notice and hearing that the CONTRACTOR, or any of the CONTRACTOR's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts (or otherwise) to any official, employee, or agent of the OWNER, the State, or other officials in an attempt to secure this Contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract, the OWNER may, by written notice to the CONTRACTOR, terminate this Contract. The OWNER may also pursue other rights and remedies that the law or this Contract provides.

However, the existence of the facts on which the OWNER bases such findings shall be an issue and may be reviewed in proceedings under the Remedies Clause of this Contract.

47.2 In the event this Contract is terminated as provided in paragraph 50.1 above, the OWNER may pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the Contract by the CONTRACTOR. As a penalty, in addition to any other damages to which it may be entitled by law, the OWNER may pursue exemplary damages in an amount (as determined by the OWNER) which shall be not less than three nor more than ten times the costs the CONTRACTOR incurs in providing any such gratuities to any such officer or employee.

48.0 PROTECTION OF LIVES AND PROPERTY

48.1 In order to protect the lives and health of its employees under the Contract, the CONTRACTOR shall comply with all pertinent provisions of the Occupational Safety and Health Administration (OSHA) and any State Safety and Health agency requirements.

48.2 The CONTRACTOR alone shall be responsible for the safety, efficiency, and adequacy of its plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance or operation.

49.0 AUDIT AND ACCESS TO RECORDS

For all negotiated contracts (except those of \$10,000 or less), the OWNER or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the CONTRACTOR, which are pertinent to the Contract, for the purpose of making audits, examinations, excerpts and transcriptions. The CONTRACTOR shall maintain all required records for three years after final payment is made and all other pending matters are closed.

END OF SECTION

**SECTION 00262
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC-ENTITY CRIMES**

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

A. This sworn statement is submitted to _____
by _____
For _____
Whose business address is _____
_____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement): _____

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

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

D. I understand that "affiliate" as defined in Paragraph 287.1.33 (1)(a), Florida Statutes, means:

- I. A predecessor or successor of a person or a corporation convicted of a public entity crime, or

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

E. I understand that a "person" as defined in Paragraph 287.133 (1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter in to a binding Contract and which Bids or applied to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

F. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement.

[Indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, share holders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Office of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vender list. [Attach a copy of the final order]

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

Signature

Sworn to and subscribed before me this _____ day of _____, 2015.

Personally known _____

OR Produced identification _____

Notary Public- State of _____

My commission expires _____

[printed, typed or stamped
commissioned name of notary
public]

END OF SECTION

**SECTION 000302
ANTI-COLLUSION STATEMENT**

I hereby attest that I am the person responsible within my company for the final decision as to the price(s) and amount of this Bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my company.

I further attest that:

- A. The price(s) and amount of this Bid have been arrived at independently, without consultation, communication or agreement for the purpose or with the effect of restricting competition with any other company or person who is a Bidder or potential Prime Bidder.
- B. Neither the price(s) nor the amount of this Bid have been disclosed to any other company or person who is a Bidder or potential Prime Bidder on this Project, and will not be so disclosed prior to Bid Opening.
- C. Neither the prices nor the amount of the Bid of any other company or person who is a Bidder or potential Prime Bidder on this Project have been disclosed to me or my company.
- D. No attempt has been made to solicit, cause or induce any company or person who is a Bidder or potential Prime Bidder to refrain from Bidding on this project, or to submit a Bid higher than the Bid of this company, or any intentionally high or noncompetitive Bid or other form of complementary Bid.
- E. No agreement has been promised or solicited for any other company or person who is a Bidder or potential Prime Bidder on this Project to submit an intentionally high, noncompetitive or other form of complementary Bid on this project.
- F. The Bid of my company is made in good faith and not pursuant to any consultation, communication, agreement or discussion with, or inducement or solicitation by or from any company or person to submit any intentionally high, noncompetitive or other form of complementary Bid.
- G. My company has not offered or entered into a subcontract or agreement regarding the purchase or sale of materials or services from any company or person, or offered, promised or paid cash or anything of value to any company or person, whether in connection with this or any other project, in consideration for an agreement or promise by any company or person to refrain from bidding or to submit any intentionally high, noncompetitive or other form of complementary bid or agreeing or promising to do so on this project.

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H. My company has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any company or person, and has not been promised or paid cash or anything of value by any company or person, whether in connection with this or any other Project, in consideration for my company's submitting any intentionally high, noncompetitive or other form of complementary Bid, or agreeing or promising to do so, on this Project.

I. I have made a diligent inquiry of all members, officers, employees, and agents of my company with responsibilities relating to the preparation, approval, or submission of my company's Bid on this Project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, or other conduct inconsistent with any of the statements and representations made in this affidavit.

J. I understand and my company understands that any misstatement in this affidavit is and shall be treated as a fraudulent concealment from the Florida Department of Transportation, of the true facts relating to submission of Bids for this Contract.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Signature	_____	Company Name	_____
Title	_____	Address	_____
Date	_____	Phone Number	_____

END OF SECTION

VETERANS PARK FENCE REPLACEMENT ANTI-COLLUSION STATEMENT 00302-2
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SECTION 000303
CONFLICT OF INTEREST DISCLOSURE FORM

Please mark which of the following applies to Bidder's company:

 I hereby attest that no City of Callaway City Commissioners(s), employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their corporation/partnership/individual business.

 The following are name(s) and position(s) of person(s) with Bidder's company.

NAME(S)	POSITION(S)
_____	_____
_____	_____
_____	_____
_____	_____

(Signature)

Title/Date: _____

Business Name: _____

END OF SECTION

SECTION 000304
STATEMENT UNDER SECTION 287.087
FLORIDA STATUTES, ON PREFERENCE TO BUSINESSES WITH
DRUG-FREE WORKPLACE PROGRAMS

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the State of Florida or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if the tied Bidders do not have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in Item No. 1 above.
- D. In the statement specified in Item No. 1 above, notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature

END OF SECTION

SECTION 01340
SUBMITTALS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract apply to Work of this section.

1.02 DESCRIPTION OF REQUIREMENTS:

- A. The types of submittal requirements specified in this section include Shop Drawings, product data, samples, and miscellaneous work-related submittals.
- B. Individual submittal requirements are specified in applicable sections for each unit of work.
- C. Refer to other sections and other Contract Documents for requirements of administrative submittals.

1. Definitions:

- a) Work-related submittals of this section are categorized for convenience as follows:
- 1) Shop drawings include specially-prepared technical data for this project, including drawings, diagrams, performance curves, data sheets, schedules, templates, patterns, reports, calculations, instructions, measurements and similar information not in standard printed form for general application to a range of similar projects.
 - 2) Product data includes standard printed information on materials, products and systems; not specially-prepared for this Project, other than the designation of selections from among available choices printed therein.
 - 3) Miscellaneous submittals directly related to the Work (non-administrative) include warranties, maintenance agreements, workmanship bonds, project photographs, survey data and reports, physical work records, quality testing and certifying reports, copies of industry standards record drawings, field measurements data, operating and maintenance materials, overrun stock, and similar information, devices and materials applicable to the Work and not processed as Shop Drawings, product data or samples.

1.03 SUBMITTAL REQUIREMENTS

A. General:

1. Except as otherwise indicated in individual work sections, comply with requirements specified herein for each indicated category of submittal. Provide and process intermediate submittals (where required between initial and final) similar to initial submittals.

B. Shop Drawings:

1. Provide newly-prepared information with graphic information at accurate scale (except as otherwise indicated), with name of preparer indicated (firm name).
2. Show dimensions and note which are based on field measurement.
3. Identify materials and products in the work shown.
4. Indicate compliance with standards, and special coordination requirements.
5. Do not allow shop drawing copies without appropriate final approval markings by ENGINEER to be used in connection with the Work.
6. Submit five copies of all Shop Drawings. The ENGINEER will maintain two copies for his records, if more is needed by the CONTRACTOR, then the extra required number should be submitted.
7. Product Data:
 - a) Collect required data into one submittal for each unit of work or system; and mark each copy to show which choices and options are applicable to project.
 - b) Include manufacturer's standard printed recommendations for application and use, compliance with standards, application of labels and seals, rotation of field measurements which have been checked, and special coordination requirements.
 - c) Maintain one set of product data (for each submittal) at Project site, available for reference by ENGINEER or others.
8. Submittals:
 - a) Do not submit product data or allow its use on Project until compliance with requirements of Contract Documents has been confirmed by CONTRACTOR. Submittal is for information and record, unless otherwise indicated.

PART 2 - PRODUCTS (Not Applicable)
PART 3 - EXECUTION (Not Applicable)

END OF SECTION

b) Note that the initial submittal is regarded as the final submittal unless returned promptly by ENGINEER marked with "Revise and Resubmit" which indicates an observed non-compliance.

c) Submit three copies, plus two additional copies (which will be returned) where required for maintenance manuals.

9. Warranties:

a) Refer to Section 00100 for specific general requirements on warranties, product/workmanship bonds, and maintenance agreements. In addition to copies desired for Contractor's use, furnish three executed copies, except furnish two additional (conformed) copies where required for maintenance manuals.

10. Closeout Submittals:

a) Refer to individual Work sections and to Section 01705 - "Project Closeout" for specific requirements on submittal of closeout information, materials, tools, and similar items.

11. Maintenance/Operating Manuals:

a) Furnish five bound copies to ENGINEER.

12. Materials and Tools:

a) Refer to individual Work sections for required quantities of spare parts, extra and overrun stock, maintenance tools and devices, keys and similar physical units to be submitted.

1.04 ACTION OF SUBMITTAL

A. ENGINEER'S Action:

1. Where action and return is required or requested, the ENGINEER will review each submittal, mark with revise and resubmit, and where possible return within 2 weeks of receipt.

2. Where submittal must be held for coordination, the CONTRACTOR will be so advised by the ENGINEER without delay.

B. Action Stamp:

1. ENGINEER'S action stamp, for use on submittals to be returned to the CONTRACTOR, is self-explanatory as marked.

**SECTION 01705
PROJECT CLOSEOUT**

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract apply to work of this section.

1.02 DESCRIPTION OF REQUIREMENTS

A. Definitions:

1. Closeout is hereby defined to include general requirements near the end of Contract Time, in preparation for final acceptance, final payment, normal termination of Contract, and similar actions evidencing completion of the Work.
 - a) Specific requirements for individual units of work are specified elsewhere in these Specifications.
2. Time of closeout is directly related to "Substantial Completion," and therefore, may be either a single time period for entire Work or a series of time periods for individual parts of the Work which have been certified as substantially complete at different dates.
 - a) That time variation (if any) shall be applicable to other provisions of this section.

1.03 PREREQUISITES FOR SUBSTANTIAL COMPLETION

A. General:

1. Prior to requesting ENGINEER's inspection for certification of Substantial Completion (for either entire work or portions thereof), complete the following and list known exceptions in request:
2. In progress payment request, coincident with or first following date claimed, show either 100% completion for portion of Work claimed as "substantially complete" or list incomplete items, value of incompleteness, and reasons for being incomplete.
3. Include supporting documentation for completion as indicated in these Contract Documents.
4. Submit statement showing accounting of changes to the Contract Sum.

VETERANS PARK FENCE REPLACEMENT
PROJECT NO. 220.038

VETERANS PARK FENCE REPLACEMENT
PROJECT NO. 220.038

PROJECT CLOSEOUT 01705-1

5. Advise OWNER of pending insurance change-over requirements.
 6. Submit special warranties, workmanship/maintenance bonds, maintenance agreements, final certifications, and similar documents.
 7. Obtain and submit releases enabling OWNER's full and unrestricted use of the work and access to services and utilities, including (where required) operating certificate, and similar releases.
 8. Submit record drawings, maintenance manuals, and similar final record information.
 9. Deliver tools, spare parts, extra stocks of materials, and similar physical items to the OWNER.
 10. Make final change-over of locks and transmit keys to OWNER, and advise OWNER's personnel to change-over in security provisions, applicable.
 11. Complete start-up testing of systems, and instructions of OWNER's operating/maintenance personnel. Discontinue (or change over) and remove from Project site temporary facilities and services, along with construction tools and facilities, mock-ups, and similar elements.
 12. Complete final cleaning up requirements, including touch-up painting of marred surfaces.
- B. Inspection Procedures:
1. Upon receipt of CONTRACTOR's request, the ENGINEER will either proceed with inspection or advise CONTRACTOR of prerequisites not fulfilled.
 2. Following initial inspection, the ENGINEER will either prepare certificate of Substantial Completion, or advise the CONTRACTOR of work which must be performed prior to issuance of certificate; and repeat inspection when requested and assured that work has been substantially completed.
 3. Results of completed inspection will form initial "punch-list" for final acceptance.

1.04 PREREQUISITES FOR FINAL ACCEPTANCE

A. General:

1. Prior to requesting ENGINEER's final inspection for certification of final acceptance and final payment, as required by General Conditions (Section 00100), complete the following and list known exceptions (if any) in request:

VETERANS PARK FENCE REPLACEMENT
PROJECT NO. 220.038

VETERANS PARK FENCE REPLACEMENT
PROJECT NO. 220.038

PROJECT CLOSEOUT 01705-2

- a) Submit final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
- b) Submit updated final statement, accounting for additional (final) changes to the Contract Sum.
- c) Submit consent of surety.
- d) Submit final liquidation damages settlement statement, acceptable to the OWNER.
- e) Revise and submit evidence of final continuing insurance coverage complying with insurance requirements.

B. Reinspection Procedure:

- 1. Upon receipt of CONTRACTOR's notice that the work has been completed, including punch-list items resulting from earlier inspections, and excepting incomplete items delayed because of acceptable circumstances, the ENGINEER will reinspect the Work.
- 2. Upon completion of reinspection, the ENGINEER will either prepare a certificate of final acceptance or advise the CONTRACTOR of Work not completed or obligations not fulfilled as required for final acceptance.
- 3. If necessary, procedure will be repeated.

1.05 RECORD DOCUMENT SUBMITTALS

A. General:

- 1. Specific requirements for record documents are indicated in individual sections of these specifications. Other requirements are indicated in General Conditions. General submittal requirements are indicated in Section 01300 (Submittals).
- 2. Do not use record documents for construction purposes; protect from deterioration and loss in a secure fire-resistant location; provide access to record documents for engineer's reference during normal working hours.

B. Record Drawings:

- 1. Maintain a set of contract drawings and shop drawings in clean, undamaged condition, with mark-up of actual installations which very substantially from the work as originally shown.

- 2. Mark whichever drawing is most capable of showing "field" condition fully and accurately; however, where shop drawings are used for mark-up, record a cross-reference at corresponding location on working drawings.
- 3. Mark with red erasable pencil and, where feasible, use other colors to distinguish between variations in separate categories of work.
- 4. Mark-up new information which is recognized to be of importance to the OWNER, but was for some reason not shown on either the Drawings or Shop Drawings. Give particular attention to concealed work, which would be difficult to measure and record at a later date.
- 5. Note related Change Order numbers where applicable.

C. Record Specifications:

- 1. Maintain one copy of specifications, including Addenda, Change Orders and similar modifications issued in printed form during construction, and mark-up variation (of substance) in actual work in comparison with text of Specifications and modifications as issued.
- 2. Give particular attention to substitutions, selection of options, and similar information on Work where it is concealed or cannot otherwise be readily discerned at a later date by direct observation.
- 3. Note related Record Drawing information and product data, where applicable.
- 4. Submit mark-up upon completion to the ENGINEER for the OWNER's records.

D. Maintenance Manuals:

- 1. Organize maintenance-and-operating manual information into suitable sets of manageable size, and bind into individual binders properly identified and indexed (thumb tabbed). Four sets will be required.
- 2. Include emergency instructions, spare parts listing, warranties' copies, wiring diagrams, recommended "turn-around" cycles, inspection procedures, shop drawings, product data, and similar applicable information.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.01 CLOSEOUT PROCEDURES

A. General Operating/Maintenance Instructions:

1. Arrange for each installer of work requiring continuing maintenance or operating to meet with OWNER's personnel, at Project site, to provide basic instructions needed for proper operation and maintenance of entire Work.
2. Include instructions by manufacturer's representatives where installers are not expert in the required procedures.
3. Review maintenance manuals, record documentation, tools, spare parts and materials, lubricants, fuels, identification systems, control sequences, hazards, cleaning, and similar procedures and facilities.
4. Demonstrate start-up, shut-down, emergency operations, noise and vibration adjustments, safety, economy/efficiency adjustments, energy effectiveness, and similar operations for operational equipment.
5. Review maintenance and operations in relation with applicable warranties, agreements to maintain, bonds, and similar continuing commitments.

3.02 FINAL CLEANING

A. General:

Special cleaning for specific units of work is specified in other sections. The following are examples, but not by way of limitation, of cleaning levels required:

1. Remove labels which are not required as permanent labels.
2. Wipe surfaces of mechanical and electrical equipment clean and remove excess lubrication and other substances.
3. Clean Project site (yard and grounds), including landscape development areas, of litter and foreign substances.
4. Sweep paved areas to a broom-clean condition; remove stains, petro-chemical spills and other foreign deposits.
5. Rake grounds which are neither planted nor paved, to a smooth, even-textured surface.

VETERANS PARK FENCE REPLACEMENT
PROJECT NO. 220.038

PROJECT CLOSEOUT 01705-5

B. Compliances:

1. Comply with safety standards and governing regulations for cleaning operations.
2. Do not burn waste materials at site, or bury debris or excess materials on OWNER's property, or discharge volatile or other harmful or dangerous materials into drainage systems.
3. Remove waste materials from site and dispose of in a lawful manner.
4. Dispose of extra materials of value remaining after completion of the associated Work has become the OWNER's property, to OWNER's best advantage as directed.

END OF SECTION

VETERANS PARK FENCE REPLACEMENT
PROJECT NO. 220.038

PROJECT CLOSEOUT 01705-6



SECTION 32 31 23

EXTRUDED POLYVINYLCHLORIDE

(PVC) FENCING

Illusions Vinyl Fence 75 MPH Wind Kit

These specifications were current at the time of publication but are subject to change at any time without notice. Please confirm the accuracy of these specifications with the manufacturer and/or distributor prior to installation.

PART 1 GENERAL

A. SECTION INCLUDES

- A. Rigid polyvinyl chloride (PVC) fencing and accessories, including pickets, rails, heavy duty posts, and caps.

1.02 RELATED SECTIONS

- A. Section 31 00 00 Earthwork
- B. Section 32 10 00 Paving and Surfacing
- C. Section 03 30 00 Cast-In-Place Concrete
- D. Section 04 20 00 Unit Masonry

1.03 REFERENCES

- A. ASTM D4216 - Standard Specification for Rigid Poly (Vinyl Chloride) (PVC) Compounds and Related Plastic Building Product Compounds.
- B. ASTM F964-09 - Standard Specification for Rigid Poly (PVC) Exterior Profiles Used for Fencing and Railing.
- C. Florida Building Code (FBC).

1.04 SUBMITTALS

- A. Shop Drawings: Layout of fence and gates with dimensions and specified options, including details and finishes of component accessories and post foundations.
- B. Product Data: Submit manufacturer's product data, including installation instructions and certification of compliance with material specifications.
- C. Samples: Submit manufacturer's standard color samples.

1.05 WARRANTY

- A. Provide manufacturer's 20 year non-prorated warranty.

1.06 QUALITY INSURANCE

- A. Engage an experienced installer who has at least three years experience and has completed at least five PVC fence projects with same material and of similar scope to that indicated for this project with a successful construction record of in-service performance.
- B. Obtain PVC fences and gates, including accessories, fittings, and fastenings, from a single source.

- D1600 Terminology for Abbreviated Terms Relating to Plastics
- D1784 - Specification for Rigid Poly (Vinyl Chloride) (PVC) Compounds and Chlorinated Poly (Vinyl Chloride) (CPVC) Compounds
- D1898 - Practice for Sampling of Plastics
- D2240 - To determine Shore hardness values
- D2244 - Practice for Calculation of Color Tolerances and Color Differences from Instrumentally Measured Color Coordinates
- D2565 - Practice for Xenon-Arc Exposure of Plastics intended for Outdoor Applications
- D4216 - Material Class Number 1-32333-3. To establish Cell Classification of PVC material.
- Illusions compounds have higher cell classification because one or more properties are superior to those used in standard acceptable compounds
- D4226 - Test Methods for Impact Resistance of Rigid Poly-(Vinyl Chloride) (PVC) Building Products
- D4726 - Specification for Rigid Poly (Vinyl Chloride)

2.2 PVC Vinyl Fence

SPECIFIER NOTE: SPECIFY ONE OF THE FOLLOWING ILLUSIONS VINYL FENCE SERIES STYLES AVAILABLE WITH THE 75MPH WIND KIT. CONSULT THE MANUFACTURER'S CATALOG TO SEE THE INDIVIDUAL-STYLE CHOICES.

- 1. Style: - V300 Series (7' to 8' Height) Use V75MPH-2 Kit
- 2. Height: - 8 feet
- 3. Width, Nominal Center to Center of Posts: - 8 feet
- 4. Bend: - Straight
- 5. Base Vertical Color: - Grand Illusions Color Spectrum; ii. Estate Series Brownstone
- 6. Post Options: - 8" x 8" H.D., - 250 wall VH88 Series (for styles up to 8 ft)
- 7. Post Color: - Grand Illusions Color Spectrum; ii. Estate Series Brownstone
- 8. Post Cap Style: - Flat V55FO
- 9. Post Cap Color: - Grand Illusions Color Spectrum; ii. Estate Series Brownstone
- 10. Top Horizontal Color: - Grand Illusions Color Spectrum; ii. Estate Series Brownstone

2.3 SETTING MATERIAL

- A. Concrete: Minimum 28-day compressive strength of 3000 psi (20 MPa).

PART 3 EXECUTION

3.1 EXAMINATION

- A. Consult local code officials for compliance to building code requirements.
- B. Verify areas to receive fencing are completed to final grades and elevations.
- C. Ensure property lines and legal boundaries of work are clearly established.

3.2 INSTALLATION

- A. Install fence in compliance with manufacturer's written instructions for the appropriate style being installed, using manufacturer's supplied hardware and fasteners, at the locations indicated on the drawings.
- B. Variations from the fence and gate installation indicated and all costs for removal and replacement will be the responsibility of the contractor.

3.3 CLEANING

- A. Clean up debris and unused material and remove from site.

END OF SECTION

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

June 23, 2015

Audit Engagement Letter – Warren Averett

<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)

In 2013, the City of Callaway selected Warren Averett to provide auditing services for a three (3) year period. More specifically, Warren Averett was contracted to audit the fiscal years ending September 30, 2013, 2014 and 2015. The City is now approaching the ending of fiscal year 2015 and will require the services of Warren Averett. Attached, please find the audit engagement letter from their firm for the fiscal year ending September 30, 2015. Warren Averett estimates their fees will be \$47,740 (\$53,045 if a Federal Single Audit is required) to audit fiscal year 2015.

ATTACHMENT:

- Engagement Letter from WA

5. REQUESTED MOTION/ACTION:

It is recommended that the City Commission authorize the City Manager to execute the engagement letter with Warren Averett for the audit of the fiscal year ending September 30, 2015.



45 Egin Parkway, N.E., Suite 301
Fort Walton Beach, FL 32548
850.244.5121
warrenaverett.com

May 15, 2015

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

Dear Mr. Michael Fuller:

I want to thank you and the City of Callaway, Florida for your continued relationship with Warren Averett, LLC (the Firm). I appreciate this opportunity to further work with you and look forward to serving you in this capacity.

In an ongoing effort to provide exceptional service to our clients, we focus on preventing any misunderstandings regarding professional services and client expectations. Enclosed is our Terms of Engagement which outlines the services you have engaged our Firm to provide. This standard Firm document must be signed by all clients prior to the initiation of work to help both the Firm and the client have a clear understanding of the services to be provided and the terms and objectives of the engagement. The document provides for proper client communication and complies with the American Institute of Certified Public Accountants Ethics Interpretations addressing documentation of accountants' engagements to perform services.

Although the Terms of Engagement may appear formal, it is intended to support the professional and personal relationship we have with your organization. You can be assured that the Firm and I will continue to keep your best interests in mind. If you have concerns or questions regarding this document you would like to discuss, please contact me in our office at (850) 244 5121. Otherwise, please sign and return the original to me and retain a copy for your files.

I sincerely appreciate the opportunity to progress our professional relationship and look forward to many years of serving the City of Callaway, Florida.

Best regards,

A handwritten signature in cursive script that reads 'Angela D. Balent'.

Angela D. Balent, CPA
angela.balent@warrenaverett.com
Direct (850) 275-1224

TERMS OF ENGAGEMENT
MAY 15, 2015

1. **ENGAGEMENT:** Warren Averett, LLC is pleased to confirm our understanding of the services we are to provide for the City of Callaway, Florida (the "Client") and any of its affiliated entities. This agreement confirms our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

2. **SERVICES PROVIDED:** We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of the Client as of and for the year ended September 30, 2015. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Client's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Client's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Budgetary Comparison Schedules

Supplementary Information other than RSI also accompanies the City of Callaway, Florida's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Introductory and Statistical Sections

3. **AUDIT OBJECTIVES:** The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provision of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity, specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133 and Chapter 10.550 (as applicable), and will include tests of the accounting records of the client, a determination of major program(s) in accordance with OMB Circular A-133 and Chapter 10.550 (as applicable), and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the Client's financial statements. Our report will be addressed to the Honorable Mayor and City Commissioners of the City of Callaway, Florida. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement. We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by Government Auditing Standards. The report on the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Client is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in Government Auditing Standards may not satisfy the relevant legal, regulatory, or contractual requirements.

4. MANAGEMENT RESPONSIBILITIES: Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133 and Chapter 10.550 (as applicable). As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of federal awards, and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the Client and the respective changes in financial position and cash flows, where applicable, in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management and financial information is reliable and properly recorded. Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report. You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. Additionally, as required by OMB Circular A-133 and Chapter 10.550 (as applicable), it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review at the start of fieldwork. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to present the supplementary information with the audited financial statements OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

5. AUDIT PROCEDURES – GENERAL: An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of law or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

6. AUDIT PROCEDURES – INTERNAL CONTROL: Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133 and Chapter 10.550 (as applicable), we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133 and Chapter 10.550 (as applicable).

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*, and OMB Circular A-133 and Chapter 10.550 (as applicable).

7. AUDIT PROCEDURES – COMPLIANCE: As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Client's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 and Chapter 10.550 (as applicable) requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* and Chapter 10.550 (as applicable) for the types of compliance requirements that could have a direct and material effect on each of the City of Callaway, Florida's major programs. The purpose of these procedures will be to express an opinion on the City of Callaway, Florida's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133 and Chapter 10.550 (as applicable).

8. NON ATTEST SERVICES: As part of the audit, we will assist with preparation of the Client's financial statements and related notes. The Client is responsible for making all management decisions and performing all management functions relating to the financial statements and related notes and for accepting full responsibility for such decisions. The Client will be required to acknowledge in a written representation letter our assistance with preparation of the financial statements and that the Client has reviewed and approved the financial statements and related notes prior to their issuance and has accepted responsibility for them. Further, the Client is required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

9. ENGAGEMENT ADMINISTRATION AND OTHER: We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed

to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the Client; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Warren Averett, LLC and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Warren Averett, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by appropriate agencies. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin interim audit procedures approximately June 2015, begin year-end audit procedures approximately November 2015, and issue our reports no later than March 31, 2016. Angela D. Balent, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2013 peer review accompanies this letter.

10. DETECTION: This engagement will not include any procedures designed to detect theft or illegal acts that are immaterial to the financial statements, and the Client agrees that we will have no responsibility to do so.

11. FEES: We estimate our fees for the fiscal year ending September 31, 2015 will be \$47,740 (\$53,045 if a Federal Single Audit is required). The fees for services may include a premium for service resulting from other factors deemed relevant, including, but not necessarily limited to, the difficulty of the issues and the time limitations imposed. Other requested services will generally be billed at our standard rates in effect at the time the services are performed.

Per the Client's request, fees for subsequent years will be negotiated at extension. Per the City of Callaway's request, this contract may be terminated at any time.

12. BILLING: Invoices are due upon receipt. In the event that payment is not received within 30 days of the due date, the Client will be assessed interest charges of one percent per month on the unpaid balance. We reserve the right to suspend or terminate our work due to nonpayment. In the event that our work is suspended or terminated as a result of nonpayment, the Client agrees that we will not be responsible for the Client's failure to meet government and other filing deadlines, or for penalties or interest that may be assessed against the Client resulting from the Client's failure to meet such deadlines.

13. EMPLOYMENT: In the event you desire to employ a current employee of Warren Averett, LLC or a previous employee of Warren Averett, LLC whose termination date is within 6 months of the date services were provided to you by us, you agree to consult with us concerning

such employment. In addition, if you employ such employee, you agree Warren Averett, LLC has the option to receive a reasonable placement fee from you, in an amount determined by us not exceeding 25% of employee's annual compensation at the time of termination.

14. LEGAL FEES: In addition to the fees for services described in this agreement, the Client agrees to pay legal fees incurred in connection with any suit to recover fees due from you on this engagement, legal fees incurred by Warren Averett, LLC in responding to any third-party request for production and/or subpoenas related to your records and our work done for you in connection with an engagement thereon.

15. LIABILITY: Warren Averett, LLC's maximum liability to the Client for any reason shall be limited to the fees paid by the Client for the services or work product giving rise to the liability except and to the extent finally determined to have resulted from our willful misconduct. Without limiting the foregoing, Warren Averett, LLC's liability under this agreement is limited to the actual and direct damages incurred by the Client arising out of or related to Warren Averett, LLC's performance hereunder. In no event shall Warren Averett, LLC be liable for any incidental, consequential, special, indirect, punitive or third-party damages or claims, including, without limitation, lost profits or revenue, lost savings, lost productivity, loss of data, loss of use of equipment and loss from interruption of business, regardless of whether the form of action is based upon breach of warranty, breach of contract, negligence, strict liability in tort or any other legal theory even if Warren Averett, LLC has been advised about the possibility of such damages.

16. INDEMNITY: The Client agrees to release, defend, indemnify and hold Warren Averett, LLC and its members, managers, officers and employees and the respective heirs, executors, personal representatives, successors, and assigns of each of them harmless from any and all claims which arise from knowing misrepresentations to Warren Averett, LLC by the Client, or intentional withholding or concealment of information from Warren Averett, LLC by the Client.

17. DISPUTE RESOLUTION: By signing this agreement, you agree that any controversies, issues, disputes or claims ("Disputes") asserted or brought by or on behalf of you shall be RESOLVED EXCLUSIVELY BY BINDING ARBITRATION administered by the American Arbitration Association (the "AAA") in accordance with the Commercial Arbitration Rules of the AAA then in effect; provided, that, by written notice delivered to you prior to or after the initiation of any arbitration claim, Warren Averett, LLC as the defendant in a Dispute may elect (a) that the Dispute shall be resolved pursuant to litigation in an Agreed Court (as defined below) and/or (b) submitted to nonbinding mediation prior to the commencement or continuation of an arbitration claim or lawsuit. If any Dispute is not arbitrated for any reason, (i) any litigation, proceedings or other legal actions related to a Dispute shall be instituted in the courts in the state of the service provider, or if it has jurisdiction, a Federal court in Birmingham, Alabama (the "Agreed Courts") and (ii) the parties, for themselves and their successors and assigns, hereby WAIVE TRIAL BY JURY OF ANY DISPUTE. Each party to this Agreement irrevocably submits to the exclusive jurisdiction of the Agreed Courts in connection with any such litigation, action or proceeding. Each party to this Agreement irrevocably waives, to the fullest extent permitted by applicable law, any defense or objection it may now or hereafter have to the laying of venue of any proceeding brought in Agreed Courts, and any claim that any proceeding brought in any such court has been brought in an inconvenient forum. If you recover less than that which may be offered by Warren Averett, LLC or its representatives prior to, or during the course of, any such arbitration, litigation, mediation or other settlement negotiation, then you agree to reimburse Warren Averett, LLC for any legal fees or costs incurred in the defense by Warren Averett, LLC relating to the resolution of the Dispute, discontinuance, and/or abandonment of the Dispute presented by you within 90 days subsequent to the issuance of any arbitration award or final judgment, the effective date of any mediation/settlement agreement, or the date of abandonment of the Dispute by you as perceived by Warren Averett, LLC. The parties acknowledge that (x) they have read and understood the provisions of this agreement regarding arbitration and (y) performance of this agreement will be in interstate commerce as that term is used in the Federal Arbitration Act, 9 U.S.C. § 1 et seq., and the parties contemplate substantial interstate activity in the performance of this Agreement including, without limitation, interstate travel, the use of interstate phone lines, the use of the U. S. mail services and other interstate courier services.

18. INVALIDATION: In the event that any portion of this agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of this agreement.

19. DISCLOSURE: From time to time, we may disclose your information to a service bureau that assists us in providing data processing services. We have secured agreements with these

service bureaus to maintain the confidentiality of your information. Warren Averett, LLC will remain responsible for the work provided by any of these service bureaus.

20. **TERM:** This agreement shall survive the termination of the Client's engagement of Warren Averett, LLC.

21. **AMENDMENT:** The terms and conditions of this agreement (i) apply exclusively to the services specifically set forth in the "Services Provided" section herein (the "Current Specified Services") and do not apply to any other services specifically addressed in a separate Terms of Engagement entered into between Warren Averett, LLC and the Client. This agreement replaces and amends all previous Terms of Engagement entered into between Warren Averett, LLC and the Client for the services specifically set forth in the "Services Provided" section herein (the "Current Specified Services"). This agreement does not impose upon Warren Averett, LLC any additional obligations or responsibilities with respect to any other Terms of Engagement entered into between Warren Averett, LLC and the Client.

WARREN AVERETT, LLC

Angela D. Balent, CPA

May 15, 2015
Date

CLIENT SIGNATURE: If the foregoing is in accordance with the Client's understanding, please sign the copy of this letter in the space provided and return it to us.

Acknowledged:

Date