

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

June 23, 2015

Professional Planning Services Agreements

<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)

On March 24, 2015, the Commission approved a Continuing Professional Planning Services Contract with four (4) firms that responded to an RFQ. Staff has prepared the agreements for Commission approval.

ATTACHMENT:

- Kimley-Horn and Associates agreement
- Stantec Consulting Services agreement
- Marina Pennington Community Planning Consultant agreement
- Wood & Partners/Wendy Gray Land Use Planning agreement

5. REQUESTED MOTION/ACTION:
Staff recommends the City Commission approve the planning consultant agreements and have the City Manager sign and execute the agreements.

AGREEMENT BETWEEN
OWNER AND CONSULTANT
PROVIDING PROFESSIONAL PLANNING AND DESIGN SERVICES

THIS IS AN AGREEMENT made as of _____, 2015, between the City of Callaway
(OWNER) and Kimley-Horn and Associates, Inc. (CONSULTANTS).

OWNER and CONSULTANT agree as set forth below:

ARTICLE 1 – PLANNING AND DESIGN CONSULTING SERVICES

1.1. CONSULTANT shall perform the following basic professional services for each Task Order:

1.1.1. Consult with OWNER to clarify and define OWNER’S requirements for each Task Order and review available data.

1.1.2. Advise OWNER as to the necessity of OWNER’S providing or obtaining from others special services and data required in connection with the Task Order and assist OWNER in obtaining such data and services.

1.1.3. Provide analyses of OWNER’S needs with evaluation and comparative studies of prospective solutions.

1.2. CONSULTANT general scope of work for providing professional services related to design and construction under this Agreement is set forth in Exhibit “A”. CONSULTANT understands that OWNER has selected other planning and design consulting firms and that OWNER has the absolute discretion to select the appropriate design firm to provide the required such services. In the event that CONSULTANT has a conflict in providing any services to OWNER or a conflict arises during the performance of any services, OWNER in its absolute discretion may select an appropriate engineering firm to provide the services.

1.3. CONSULTANT’S hourly rates for service are shown in Exhibit “B”. These rates are subject to modification during the term of this Agreement only upon written approval of the OWNER except for annual increases as set forth in paragraph 6.1.4. If modified, Exhibit “B” will be amended to reflect the changes.

1.4. CONSULTANT’S specific scope of work, the time schedule, charges, and payment conditions are to be set forth in a written Task Order to this Agreement. An example Task Order Form is attached hereto as Exhibit “C”. Each Task Order shall be executed by authorized representatives of OWNER and CONSULTANT.

1.5 Any Task Order may be modified during the course of the Task Order by mutual Agreement and written addendum of the Task Order, including scope of work, schedule, fees, and all other aspects of the Task Order.

1.6 In the event of an emergency as determined by the OWNER, OWNER reserves the right to issue oral authorization to CONSULTANT with the understanding that the written Task Order (or modification to an existing Task Order) shall follow immediately thereafter.

1.7 The terms and conditions of this Agreement shall apply to each Task Order, except to the extent expressly modified. When a Task Order is to modify a provision of this Agreement, the Article of this Agreement to be modified shall be specifically referenced in the Task Order, and the modification shall be precisely described.

ARTICLE 2 - SPECIAL SERVICES

2.1. If authorized by OWNER, Special Services related to a Task Order will be performed by CONSULTANT for an additional professional fee as the parties may subsequently agree in writing.

ARTICLE 3 - OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of CONSULTANT including designation in writing of the person to act as OWNER's representative with respect to the services to be performed or furnished by CONSULTANT under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to CONSULTANT'S services.

3.1. Provide all criteria and full information as to OWNER's requirements for the Task Order and designate a person with authority to act on OWNER's behalf on all matters concerning the Assignment.

3.2. Furnish to CONSULTANT all existing studies, reports and other available data and services of others pertinent to the Task Order, obtain or authorize CONSULTANT to obtain or provide additional reports and data as required, and furnish to CONSULTANT services of others required for the performance of CONSULTANT'S services for a Task Order, and CONSULTANT shall be entitled to use and rely upon all such information and services provided by OWNER or others in performing CONSULTANT'S services under a Task Order.

3.3. Assist when necessary in securing access for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under a Task Order.

3.4. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by CONSULTANT, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.

- 3.5. OWNER, when necessary will assist CONSULTANT in securing approvals and permits from all governmental authorities having jurisdiction over the Task Order, and such approvals and consents from others as may be necessary for completion of the Task Order.
- 3.6. Give reasonably prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT'S services, or any defect or nonconformance in the work of any Contractor.
- 3.7. Bear all costs incident to compliance with the requirements of this Article 3.

ARTICLE 4 - CONSULTANT'S RESPONSIBILITY

- 4.1 CONSULTANT shall do the following in a timely manner so as not to unreasonably delay the services to be provided to the OWNER:
 - 4.1.1 Designate in writing the name of the person to act as CONSULTANT'S representative with respect to the services to be performed or furnished by CONSULTANT under this Agreement. Such person will have complete authority to interact with OWNER's with respect to CONSULTANT'S services.
 - 4.1.2 Provide a proposed written Task Order for review and comment by OWNER based on verbal discussions between CONSULTANT and OWNER regarding the needs of the OWNER. The final Task Order will reflect the Agreement between the OWNER and CONSULTANT regarding the scope of services to be provided by each party, the costs associated with such services, and the time frame within which the services and various subcomponents of the services will be provided.
 - 4.1.3 Identify data and information needed to fulfill the Task Order or Special Services request and coordinate with the OWNER to obtain available data pertinent to the Task Order.
 - 4.1.4 Secure access to enter upon public and private property as required for CONSULTANT to perform services under a Task Order with the assistance of the OWNER as required.
 - 4.1.5 Meet with and coordinate timely review and incorporation of comments from the OWNER regarding all studies, reports, sketches, drawings, specifications, proposals and other documents prepared by CONSULTANT.
 - 4.1.6 CONSULTANT shall have the primary responsibility in applying for approvals and permits from all governmental authorities having jurisdiction over any aspects of the Task Order and such other approvals and consents as may be necessary for the completion of the Task Order. OWNER shall have responsibility for payment of all permitting fees unless expressly agreed by the OWNER and CONSULTANT.

- 4.1.7 Give reasonably prompt written notice to OWNER whenever CONSULTANT observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT'S services, or any defect or nonconformance in the work of any Contractor when such defect or nonconformance is in conjunction with a project designed or overseen by the CONSULTANT.
- 4.1.8 Bear all cost incident to compliance with this Article except as may be expressly provided for in an approved Task Order.
- 4.1.9 Provide all services described in this Agreement, any approved Task Order, and the scope of services provided herein.

ARTICLE 5 - PERIOD OF SERVICE

- 5.1. The period of service of this Agreement shall be for an initial term of one (1) year and shall automatically renew for additional one (1) year periods for up to five (5) years unless terminated pursuant to Article 8.1 of this Agreement. At the end of the five (5) additional one year terms, OWNER shall have the option to renegotiate this Agreement or rebid for the services provided herein.
- 5.2. The period of service of each individual Task Order shall be as specified and mutually agreed to in the specific Task Order.
- 5.3. CONSULTANT'S Special Services for any Task Order will be performed and completed within the time period and compensation agreed to in writing by the parties at the time such services are authorized.
- 5.4. If any time period within or date by which any of CONSULTANT'S services on any Task Order are to be completed is exceeded through no fault of CONSULTANT all rates, measures and amounts of compensation and the time for completion of performance shall be subject to equitable adjustment as agreed to in writing by CONSULTANT and OWNER.

ARTICLE 6 - PAYMENTS TO CONSULTANT

- 6.1. Method of Payment for Services
 - 6.1.1. CONSULTANT shall invoice monthly and OWNER shall pay CONSULTANT for services rendered under each Assignment as indicated in each Task Order.
 - 6.1.2. For Reimbursable Expenses. In addition to payments provided for in paragraph 6.1.1, OWNER shall pay CONSULTANT for Reimbursable Expenses incurred by CONSULTANT and CONSULTANT'S Subcontractors as set forth in each Task Order. The amount payable for Reimbursable Expenses will include a factor to the extent so indicated in each Task Order. The amount available to pay for these reimbursable expenses

will not exceed the amount indicated on each Task Order.

6.1.3. Tax on Services. The amount of any excise, VAT or gross receipts tax that may be imposed shall be added to the compensation indicated in each Task Order.

6.1.4. Task Orders and Special Services will be provided by the CONSULTANT for professional fees based on lump sum or hourly rates reflected in Exhibit "B".

The list of personnel categories and the hourly rate of each category are as indicated in Exhibit "B" to this Agreement.

The fee determination for all lump sum task orders will be based on a negotiated scope of work, level of effort needed by various disciplines, and then an application of the rates (Exhibit "B") for those disciplines, plus a negotiation of other direct costs that are necessary to accomplish the task, including but not necessarily limited to subconsultant fees, surveying, geotechnical services, travel, printing, etc. Any fees for project administration by the CONSULTANT will also be negotiated as part of the overall task order negotiations.

Individual Special Service Assignments are usually of very limited scope, schedule, and budget. If the OWNER desires to establish a Special Services Task Order with any subconsultants working under this Agreement, the hourly rates for the subconsultants(s) shall be agreed upon by all parties prior to work being initiated. For all general services work performed by any subconsultants, the CONSULTANT may add a project administration fee of 10% to the invoice from the subconsultant prior to submitting the invoice to the OWNER for payment.

6.2. Other Provisions Concerning Payments

6.2.1. Preparation of Invoices. Invoices for CONSULTANT'S Services and Reimbursable Expenses will be prepared in accordance with CONSULTANT'S standard invoicing practices and will be submitted to OWNER by CONSULTANT at least monthly. The amount billed for CONSULTANT'S Services in each invoice will be calculated on the basis set forth in each Task Order. Invoices are due and payable on receipt.

6.2.2. Unpaid Invoices. If OWNER, for any reason, fails to make any payment due CONSULTANT for services and expenses within thirty (30) days after receipt of CONSULTANT'S invoice therefor, the amounts due CONSULTANT will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth (30th) day; and, in addition, CONSULTANT may, after giving seven (7) days' written notice to OWNER, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

ARTICLE 7 - COST CONTROL

7.1. Opinions of probable construction cost, financial evaluations, feasibility studies, economic analyses of alternative solutions and utilitarian considerations of operations and maintenance costs prepared by CONSULTANT hereunder will be made on the basis of CONSULTANT'S experience and qualifications and represent CONSULTANT'S best judgment as an experienced and qualified design professional. It is recognized, however, that CONSULTANT does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any utilitarian evaluation of any facility to be constructed or work to be performed on the basis of the report must of necessity be speculative until completion of its detailed design. Accordingly, CONSULTANT does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by CONSULTANT to OWNER hereunder.

ARTICLE 8 - GENERAL CONSIDERATIONS

8.1. Termination

The obligation to provide further services under this Agreement may be terminated by either party with or without cause upon thirty (30) days' written notice. In the event of any termination, CONSULTANT shall be paid for all services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.

8.2. Reuse of Documents

All documents prepared for or furnished by CONSULTANT (and CONSULTANT'S independent professional associates, subcontractors, and consultants) pursuant to this Agreement shall be owned by OWNER AND CONSULTANT.

8.3. Successors and Assigns

8.3.1. OWNER and CONSULTANT each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and CONSULTANT (and to the extent permitted by Paragraph 8.3.2., the assigns of OWNER and CONSULTANT) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

8.3.2. Neither OWNER or CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent

CONSULTANT from employing such independent professional associates, subcontractors, and consultants as CONSULTANT may deem appropriate to assist in the performance of services hereunder.

8.3.3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and CONSULTANT and not for the benefit of any other party.

8.4 Standard of Care

The services provided by CONSULTANT shall be performed in accordance with generally accepted professional CONSULTANT practice at the time when and the place where the services are rendered.

8.5 CONSULTANT's Status

CONSULTANT is and shall be an independent contractor in the performance of all services and is not an employee, agent or servant of the OWNER.

8.6 Warranties

The professional CONSULTANT warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the professional CONSULTANT to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or the professional CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

8.7 Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.8 Change Orders

8.10.1. Any work not contained in Exhibit A, Scope of Work, shall be a change and shall be performed by CONSULTANT only pursuant to a written Change Order approved by OWNER'S City Commission to this Agreement signed by OWNER and CONSULTANT. Such a Change Order may increase or decrease the Work within the general scope of this Agreement. If this Change Order causes an increase in the cost of the work, or of the time required for the performance of the work, CONSULTANT shall be paid additional

compensation acceptable to both parties in accordance with Exhibit A or granted an extension of the schedule, or both.

8.10.2. In the event OWNER requests CONSULTANT to develop information necessary for the consideration of a change in the Project, and such a change is not adopted, OWNER shall reimburse CONSULTANT for the costs which it incurs in connection with such efforts.

8.9 Insurance

CONSULTANT shall procure and maintain at all times insurance satisfactory to OWNER for the full duration of this Agreement. The specific insurance requirements are described in Exhibit "D". These insurance requirements shall not limit the liability of CONSULTANT nor does OWNER represent that these amounts are sufficient to protect CONSULTANT'S interests, but are merely minimums. CONSULTANT shall hold harmless the OWNER against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, to the extent arising out of the negligent acts, error or omissions of the CONSULTANT in the performance of this Agreement.

8.10 Discovery

CONSULTANT shall be entitled to compensation on a time and materials basis when responding to all requests for discovery relating to work performed pursuant to a Task Order and to extent that CONSULTANT is not a party to the lawsuit.

8.11 Nondiscrimination and Affirmative Action

In connection with its performance under this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. CONSULTANT shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. Such actions shall include recruiting and hiring, selection for training, promotion, fixing rates or other compensation, benefits, transfers and layoff or termination.

8.12 Force Majeure

Any delays in or failure of performance by CONSULTANT shall not constitute a default under this Agreement if such delays or failures of performance are caused by occurrences beyond the reasonable control of CONSULTANT including but not limited to: acts of God or the public enemy; expropriation or confiscation; compliance with any order of any governmental authority; changes in law; act of war, rebellion, terrorism or sabotage or damage resulting therefrom; fires, floods, explosions, accidents, riots; strikes or other concerted acts of workmen, whether direct or

indirect; delays in permitting; OWNER's failure to provide data in OWNER's possession or provide necessary comments in connection with any required reports prepared by CONSULTANT, or any other causes which are beyond the reasonable control of CONSULTANT. CONSULTANT'S scheduled completion date shall be adjusted to account for any force majeure delay and CONSULTANT shall be reimbursed by OWNER for all costs incurred in connection with or arising from a force majeure event, including but not limited to those costs incurred in the exercise of reasonable diligence to avoid or mitigate a force majeure event.

8.13 Controlling Law

This Agreement is to be governed by the laws of the State of Florida.

8.14 This Agreement together with all Exhibits and Task Orders constitutes the entire Agreement between OWNER and CONSULTANT and supersedes all prior written or oral understandings. This Agreement and said Task Orders may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

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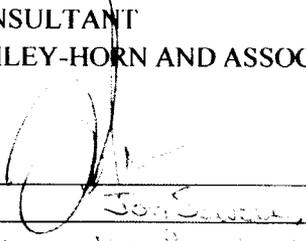
OWNER

ATTEST:

CITY OF CALLAWAY

By: J. Michael Fuller
City Manager

CONSULTANT
KIMLEY-HORN AND ASSOCIATES, INC.



By: Jon Swartz

Title: Vice President

CITY OF CALLAWAY
REQUEST FOR QUALIFICATIONS: PROFESSIONAL PLANNING SERVICES

The City of Callaway is requesting the submittal of statements of qualification from interested planning professionals or firms for a Continuing Professional Planning Services Contract until 5:00 p.m., CDT, on Friday, January 20, 2015, to complete any or all of the following types of services on an as needed basis:

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

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

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

Published: *The News Herald*
on Dec. ____, 2104



**KIMLEY-HORN AND ASSOCIATES, INC. & THE CITY OF CALLAWAY
PLANNING & DESIGN SERVICES AGREEMENT
2015 BILLING RATE SCHEDULE
(Subject to change annually on July 1st)¹**

Category	Hourly Rate
Support Staff	\$55.00 - \$75.00
Senior Support Staff	\$80.00 - \$100.00
Technical Support	\$60.00 - \$90.00
Senior Technical Support	\$95.00 - \$110.00
Professional	\$90.00 - \$130.00
Senior Professional	\$145.00 - \$180.00
Principal	\$185.00 - \$225.00

¹ Note, the rates shown above are effective as of July 1, 2015 and will be subject to annual adjustment beginning July 1, 2016

SCHEDULE OF FEES

Expenses

Direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost.

A percentage of labor fee will be added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage.

All permitting, application, and similar project fees will be paid directly by the Client.



INDIVIDUAL PROJECT ORDER NUMBER _____

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and the City of Callaway (the Owner) in accordance with the terms of the Agreement for Providing Professional Planning and Design Services dated _____, 2015, which is incorporated herein by reference.

Identification of Project: Planning Project A

Specific Scope of Basic Services:

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

Additional Services if Required:

Any additional services will be approved by the Owner in writing prior to the Consultant undertaking these services.

Schedule:

The services described above will be completed as expeditiously as possible to meet the mutually agreed upon schedule for the project.

Deliverables:

Description of project deliverables.

Terms of Compensation:

Lump Sum Inclusive of Expenses: \$XXXX.XX

ACCEPTED:

CITY OF CALLAWAY

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____



AGREEMENT BETWEEN
OWNER AND CONSULTANT
PROVIDING PROFESSIONAL PLANNING AND DESIGN SERVICES

THIS IS AN AGREEMENT made as of _____, 2015, between the City of Callaway
(OWNER) and STANTEC CONSULTING SERVICES Inc. (CONSULTANTS).

OWNER and CONSULTANT agree as set forth below:

ARTICLE 1 – PLANNING AND DESIGN CONSULTING SERVICES

1.1. CONSULTANT shall perform the following basic professional services for each Task Order:

1.1.1. Consult with OWNER to clarify and define OWNER'S requirements for each Task Order and review available data.

1.1.2. Advise OWNER as to the necessity of OWNER'S providing or obtaining from others special services and data required in connection with the Task Order and assist OWNER in obtaining such data and services.

1.1.3. Provide analyses of OWNER'S needs with evaluation and comparative studies of prospective solutions.

1.2. CONSULTANT general scope of work for providing professional services related to planning and design services under this Agreement is set forth in Exhibit "A". CONSULTANT understands that OWNER has selected other planning and design consulting firms and that OWNER has the absolute discretion to select the appropriate design firm to provide the required such services. In the event that CONSULTANT has a conflict in providing any services to OWNER or a conflict arises during the performance of any services, OWNER in its absolute discretion may select an appropriate engineering firm to provide the services.

1.3. CONSULTANT'S hourly rates for service are shown in Exhibit "B". These rates are subject to modification during the term of this Agreement only upon written approval of the OWNER except for annual increases as set forth in paragraph 6.1.4. If modified, Exhibit "B" will be amended to reflect the changes.

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3.2. Furnish to CONSULTANT all existing studies, reports and other available data and services of others pertinent to the Task Order, obtain or authorize CONSULTANT to obtain or provide additional reports and data as required, and furnish to CONSULTANT services of others required for the performance of CONSULTANT'S services for a Task Order, and CONSULTANT shall be entitled to use and rely upon all such information and services provided by OWNER or others in performing CONSULTANT'S services under a Task Order.

3.3. Assist when necessary in securing access for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under a Task Order.

3.4. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by CONSULTANT, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.

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3.7. Bear all costs incident to compliance with the requirements of this Article 3.

ARTICLE 4 - CONSULTANT'S RESPONSIBILITY

4.1 CONSULTANT shall do the following in a timely manner so as not to unreasonably delay the services to be provided to the OWNER:

4.1.1 Designate in writing the name of the person to act as CONSULTANT'S representative with respect to the services to be performed or furnished by CONSULTANT under this Agreement. Such person will have complete authority to interact with OWNER's with respect to CONSULTANT'S services.

4.1.2 Provide a proposed written Task Order for review and comment by OWNER based on verbal discussions between CONSULTANT and OWNER regarding the needs of the OWNER. The final Task Order will reflect the Agreement between the OWNER and CONSULTANT regarding the scope of services to be provided by each party, the costs associated with such services, and the time frame within which the services and various subcomponents of the services will be provided.

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4.1.5 Meet with and coordinate timely review and incorporation of comments from the OWNER regarding all studies, reports, sketches, drawings, specifications, proposals and other documents prepared by CONSULTANT.

4.1.6 CONSULTANT shall have the primary responsibility in applying for approvals and permits from all governmental authorities having jurisdiction over any aspects of the Task Order and such other approvals and consents as may be necessary for the completion of the Task Order. OWNER shall have responsibility for payment of all permitting fees unless expressly agreed by the OWNER and CONSULTANT.

- 4.1.7 Give reasonably prompt written notice to OWNER whenever CONSULTANT observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT'S services, or any defect or nonconformance in the work of any Contractor when such defect or nonconformance is in conjunction with a project designed or overseen by the CONSULTANT.
- 4.1.8 Bear all cost incident to compliance with this Article except as may be expressly provided for in an approved Task Order.
- 4.1.9 Provide all services described in this Agreement, any approved Task Order, and the scope of services provided herein.

ARTICLE 5 - PERIOD OF SERVICE

- 5.1. The period of service of this Agreement shall be for an initial term of one (1) year and shall automatically renew for additional one (1) year periods for up to five (5) years unless terminated pursuant to Article 8.1 of this Agreement. At the end of the five (5) additional one year terms, OWNER shall have the option to renegotiate this Agreement or rebid for the services provided herein.
- 5.2. The period of service of each individual Task Order shall be as specified and mutually agreed to in the specific Task Order.
- 5.3. CONSULTANT'S Special Services for any Task Order will be performed and completed within the time period and compensation agreed to in writing by the parties at the time such services are authorized.
- 5.4. If any time period within or date by which any of CONSULTANT'S services on any Task Order are to be completed is exceeded through no fault of CONSULTANT all rates, measures and amounts of compensation and the time for completion of performance shall be subject to equitable adjustment as agreed to in writing by CONSULTANT and OWNER.

ARTICLE 6 - PAYMENTS TO CONSULTANT

- 6.1. Method of Payment for Services
 - 6.1.1. CONSULTANT shall invoice monthly and OWNER shall pay CONSULTANT for services rendered under each Assignment as indicated in each Task Order.
 - 6.1.2. For Reimbursable Expenses. In addition to payments provided for in paragraph 6.1.1, OWNER shall pay CONSULTANT for Reimbursable Expenses incurred by CONSULTANT and CONSULTANT'S Subcontractors as set forth in each Task Order. The amount payable for Reimbursable Expenses will include a factor to the extent so indicated in each Task Order. The amount available to pay for these reimbursable expenses

will not exceed the amount indicated on each Task Order.

6.1.3. Tax on Services. The amount of any excise, VAT or gross receipts tax that may be imposed shall be added to the compensation indicated in each Task Order.

6.1.4. Task Orders and Special Services will be provided by the CONSULTANT for professional fees based on lump sum or hourly rates reflected in Exhibit "B".

The list of personnel categories and the hourly rate of each category are as indicated in Exhibit "B" to this Agreement.

The fee determination for all lump sum task orders will be based on a negotiated scope of work, level of effort needed by various disciplines, and then an application of the rates (Exhibit "B") for those disciplines, plus a negotiation of other direct costs that are necessary to accomplish the task, including but not necessarily limited to subconsultant fees, surveying, geotechnical services, travel, printing, etc. Any fees for project administration by the CONSULTANT will also be negotiated as part of the overall task order negotiations.

Individual Special Service Assignments are usually of very limited scope, schedule, and budget. If the OWNER desires to establish a Special Services Task Order with any subconsultants working under this Agreement, the hourly rates for the subconsultants(s) shall be agreed upon by all parties prior to work being initiated. For all general services work performed by any subconsultants, the CONSULTANT may add a project administration fee of 10% to the invoice from the subconsultant prior to submitting the invoice to the OWNER for payment.

6.2. Other Provisions Concerning Payments

6.2.1. Preparation of Invoices. Invoices for CONSULTANT'S Services and Reimbursable Expenses will be prepared in accordance with CONSULTANT'S standard invoicing practices and will be submitted to OWNER by CONSULTANT at least monthly. The amount billed for CONSULTANT'S Services in each invoice will be calculated on the basis set forth in each Task Order. Invoices are due and payable on receipt.

6.2.2. Unpaid Invoices. If OWNER, for any reason, fails to make any payment due CONSULTANT for services and expenses within thirty (30) days after receipt of CONSULTANT'S invoice therefor, the amounts due CONSULTANT will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth (30th) day; and, in addition, CONSULTANT may, after giving seven (7) days' written notice to OWNER, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

ARTICLE 7 - COST CONTROL

7.1. Opinions of probable construction cost, financial evaluations, feasibility studies, economic analyses of alternative solutions and utilitarian considerations of operations and maintenance costs prepared by CONSULTANT hereunder will be made on the basis of CONSULTANT'S experience and qualifications and represent CONSULTANT'S best judgment as an experienced and qualified design professional. It is recognized, however, that CONSULTANT does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any utilitarian evaluation of any facility to be constructed or work to be performed on the basis of the report must of necessity be speculative until completion of its detailed design. Accordingly, CONSULTANT does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by CONSULTANT to OWNER hereunder.

ARTICLE 8 - GENERAL CONSIDERATIONS

8.1. Termination

The obligation to provide further services under this Agreement may be terminated by either party with or without cause upon thirty (30) days' written notice. In the event of any termination, CONSULTANT shall be paid for all services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.

8.2. Reuse of Documents

All documents prepared for or furnished by CONSULTANT (and CONSULTANT'S independent professional associates, subcontractors, and consultants) pursuant to this Agreement shall be owned by OWNER AND CONSULTANT.

8.3. Successors and Assigns

8.3.1. OWNER and CONSULTANT each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and CONSULTANT (and to the extent permitted by Paragraph 8.3.2., the assigns of OWNER and CONSULTANT) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

8.3.2. Neither OWNER or CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent

CONSULTANT from employing such independent professional associates, subcontractors, and consultants as CONSULTANT may deem appropriate to assist in the performance of services hereunder.

8.3.3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and CONSULTANT and not for the benefit of any other party.

8.4 Standard of Care

The services provided by CONSULTANT shall be performed in accordance with generally accepted professional CONSULTANT practice at the time when and the place where the services are rendered.

8.5 CONSULTANT's Status

CONSULTANT is and shall be an independent contractor in the performance of all services and is not an employee, agent or servant of the OWNER.

8.6 Warranties

The professional CONSULTANT warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the professional CONSULTANT to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or the professional CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

8.7 Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.8 Change Orders

8.10.1. Any work not contained in Exhibit A, Scope of Work, shall be a change and shall be performed by CONSULTANT only pursuant to a written Change Order approved by OWNER'S City Commission to this Agreement signed by OWNER and CONSULTANT. Such a Change Order may increase or decrease the Work within the general scope of this Agreement. If this Change Order causes an increase in the cost of the work, or of the time required for the performance of the work, CONSULTANT shall be paid additional

compensation acceptable to both parties in accordance with Exhibit A or granted an extension of the schedule, or both.

8.10.2. In the event OWNER requests CONSULTANT to develop information necessary for the consideration of a change in the Project, and such a change is not adopted, OWNER shall reimburse CONSULTANT for the costs which it incurs in connection with such efforts.

8.9 Insurance

CONSULTANT shall procure and maintain at all times insurance satisfactory to OWNER for the full duration of this Agreement. The specific insurance requirements are described in Exhibit "D". These insurance requirements shall not limit the liability of CONSULTANT nor does OWNER represent that these amounts are sufficient to protect CONSULTANT'S interests, but are merely minimums. CONSULTANT shall hold harmless the OWNER against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, to the extent arising out of the negligent acts, error or omissions of the CONSULTANT in the performance of this Agreement.

8.10 Discovery

CONSULTANT shall be entitled to compensation on a time and materials basis when responding to all requests for discovery relating to work performed pursuant to a Task Order and to extent that CONSULTANT is not a party to the lawsuit.

8.11 Nondiscrimination and Affirmative Action

In connection with its performance under this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. CONSULTANT shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. Such actions shall include recruiting and hiring, selection for training, promotion, fixing rates or other compensation, benefits, transfers and layoff or termination.

8.12 Force Majeure

Any delays in or failure of performance by CONSULTANT shall not constitute a default under this Agreement if such delays or failures of performance are caused by occurrences beyond the reasonable control of CONSULTANT including but not limited to: acts of God or the public enemy; expropriation or confiscation; compliance with any order of any governmental authority; changes in law; act of war, rebellion, terrorism or sabotage or damage resulting therefrom; fires, floods, explosions, accidents, riots; strikes or other concerted acts of workmen, whether direct or

indirect; delays in permitting; OWNER's failure to provide data in OWNER's possession or provide necessary comments in connection with any required reports prepared by CONSULTANT, or any other causes which are beyond the reasonable control of CONSULTANT. CONSULTANT'S scheduled completion date shall be adjusted to account for any force majeure delay and CONSULTANT shall be reimbursed by OWNER for all costs incurred in connection with or arising from a force majeure event, including but not limited to those costs incurred in the exercise of reasonable diligence to avoid or mitigate a force majeure event.

8.13 Controlling Law

This Agreement is to be governed by the laws of the State of Florida.

8.14 This Agreement together with all Exhibits and Task Orders constitutes the entire Agreement between OWNER and CONSULTANT and supersedes all prior written or oral understandings. This Agreement and said Task Orders may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

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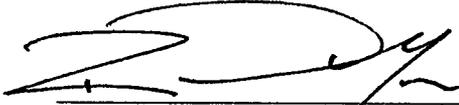
OWNER

ATTEST:

CITY OF CALLAWAY

By: J. Michael Fuller
City Manager

CONSULTANT
STANTEC CONSULTING SERVICES INC.



By: RAYMOND W. GREER
Title: PROJECT MANAGER

CITY OF CALLAWAY
REQUEST FOR QUALIFICATIONS: PROFESSIONAL PLANNING SERVICES

The City of Callaway is requesting the submittal of statements of qualification from interested planning professionals or firms for a Continuing Professional Planning Services Contract until 5:00 p.m., CDT, on Friday, January 20, 2015, to complete any or all of the following types of services on an as needed basis:

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

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

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

Published: *The News Herald*
on Dec. ____, 2104

Exhibit "A"



SCHEDULE OF FEES

Effective January 1, 2015

<u>Staff Level</u>	<u>Rate</u>
Level 1	\$ 56.00
Level 2	\$ 64.00
Level 3	\$ 71.00
Level 4	\$ 79.00
Level 5	\$ 87.00
Level 6	\$ 95.00
Level 7	\$ 102.00
Level 8	\$ 110.00
Level 9	\$ 118.00
Level 10	\$ 127.00
Level 11	\$ 136.00
Level 12	\$ 146.00
Level 13	\$ 157.00
Level 14	\$ 166.00
Level 15	\$ 174.00
Level 16	\$ 202.00
Level 17	\$ 232.00
Level 18	\$ 272.00
Level 19	\$ 308.00
Level 20	\$343.00
Level 21	\$379.00
1 Person Field Crew	\$85.00
2 Person Field Crew	\$ 125.00
3 Person Field Crew	\$ 155.00
4 Person Field Crew	\$ 175.00

Unit billings, such as printing and survey materials, will be billed at standard rates (Schedule available on request). All other out-of-pocket expenses will be billed at cost +15%.

Exhibit "B"



Stantec Consulting Services Inc.
 1441 Maclay Commerce Drive, Tallahassee FL 32312
 Telephone: 850-878-5001

COMBINED TASK ORDER AND
 NOTICE TO PROCEED

TASK ORDER NO:

DATE:

Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN CITY OF CALLAWAY AND STANTEC CONSULTING SERVICES INC. (SCSI) RELATING TO PROFESSIONAL PLANNING AND DESIGN SERVICES FOR THE CITY OF CALLAWAY DESIGN AND CONSULTANCY SERVICES TASK, dated June 2015, (the "Agreement"), the terms, conditions and definitions of which are incorporated herein as if set forth in full. Neither party is in breach of the Agreement.

1. Pursuant to the Agreement, Planning and Design Services agrees to perform the specific tasks set forth upon incorporated Attachment A, Scope of Services.

2. Design Consultants total compensation for the services to be provided by it under this Task Order shall be determined by one of the following methods as mutually agreed upon by both parties and as further defined in Attachment A (Land Development Regulations and Design Standards for areas within the Community Redevelopment Area). Consultant's compensation shall be paid in monthly installments as specified in the Agreement.

Consultant's total compensation, including reimbursable expenses, if any, is established in a stipulated sum of \$ _____, or

_____ Consultant's total compensation, including reimbursable expenses, if any, is established in a stipulated sum of \$ _____, plus the specified allowances listed below which hereafter may be authorized in writing by City Manager or his designee,

allowance of \$ _____ for _____, and
 allowance of \$ _____ for _____, and
 allowance of \$ _____ for _____, or

_____ Consultant's total compensation, including reimbursable expenses, if any, will be established by a fee determined on a time-involved basis with a maximum cost of \$xxxxx

If reimbursable expenses are to be paid hereunder, such expenses must be specifically AUTHORIZED AND IDENTIFIED in Attachment B.

3. Work shall begin on _____ and shall be substantially completed by _____. There are no additional rights and obligations related to this Task Order other than as specified in the Agreement. The schedule for the services required hereunder is set forth in Attachment A attached hereto and incorporated herein.

4. Attached hereto as Attachment C is a listing of Design Consultant's staff who have been assigned to the Project as well as the subconsultants and subcontractors who will be used by the Design Consultant on the Project, if any. No changes to assigned personnel, sub-consultants or subcontracts may be made by Engineer/Planner without City's prior written consent.

Upon execution of this Task Order by both Design Consultant and City, Design Consultant is directed to proceed.

Exhibit "C"

AGREEMENT BETWEEN
OWNER AND CONSULTANT
PROVIDING PROFESSIONAL PLANNING AND DESIGN SERVICES

THIS IS AN AGREEMENT made as of _____, 2015, between the City of Callaway
(OWNER) and Marina G. Pennington, COMMUNITY PLANNING CONSULTANT
(CONSULTANT).

OWNER and CONSULTANT agree as set forth below:

ARTICLE 1 – PLANNING AND DESIGN CONSULTING SERVICES

1.1. CONSULTANT shall perform the following basic professional services for each Task Order:

- 1.1.1. Consult with OWNER to clarify and define OWNER'S requirements for each Task Order and review available data.
- 1.1.2. Advise OWNER as to the necessity of OWNER'S providing or obtaining from others special services and data required in connection with the Task Order and assist OWNER in obtaining such data and services.
- 1.1.3. Provide analyses of OWNER'S needs with evaluation and comparative studies of prospective solutions.

1.2. CONSULTANT general scope of work for providing professional services related to design and construction under this Agreement is set forth in Exhibit "A". CONSULTANT understands that OWNER has selected other planning and design consulting firms and that OWNER has the absolute discretion to select the appropriate design firm to provide the required such services. In the event that CONSULTANT has a conflict in providing any services to OWNER or a conflict arises during the performance of any services, OWNER in its absolute discretion may select an appropriate engineering firm to provide the services.

1.3. CONSULTANT'S hourly rates for service are shown in Exhibit "B". These rates are subject to modification during the term of this Agreement only upon written approval of the OWNER except for annual increases as set forth in paragraph 6.1.4. If modified, Exhibit "B" will be amended to reflect the changes.

1.4. CONSULTANT'S specific scope of work, the time schedule, charges, and payment conditions are to be set forth in a written Task Order to this Agreement. An example Task Order Form is attached hereto as Exhibit "C". Each Task Order shall be executed by authorized representatives of OWNER and CONSULTANT.

1.5 Any Task Order may be modified during the course of the Task Order by mutual Agreement and written addendum of the Task Order, including scope of work, schedule, fees, and all other aspects of the Task Order.

1.6 In the event of an emergency as determined by the OWNER, OWNER reserves the right to issue oral authorization to CONSULTANT with the understanding that the written Task Order (or modification to an existing Task Order) shall follow immediately thereafter.

1.7 The terms and conditions of this Agreement shall apply to each Task Order, except to the extent expressly modified. When a Task Order is to modify a provision of this Agreement, the Article of this Agreement to be modified shall be specifically referenced in the Task Order, and the modification shall be precisely described.

ARTICLE 2 - SPECIAL SERVICES

2.1. If authorized by OWNER, Special Services related to a Task Order will be performed by CONSULTANT for an additional professional fee as the parties may subsequently agree in writing.

ARTICLE 3 - OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of CONSULTANT including designation in writing of the person to act as OWNER's representative with respect to the services to be performed or furnished by CONSULTANT under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to CONSULTANT'S services.

3.1. Provide all criteria and full information as to OWNER's requirements for the Task Order and designate a person with authority to act on OWNER's behalf on all matters concerning the Assignment.

3.2. Furnish to CONSULTANT all existing studies, reports and other available data and services of others pertinent to the Task Order, obtain or authorize CONSULTANT to obtain or provide additional reports and data as required, and furnish to CONSULTANT services of others required for the performance of CONSULTANT'S services for a Task Order, and CONSULTANT shall be entitled to use and rely upon all such information and services provided by OWNER or others in performing CONSULTANT'S services under a Task Order.

3.3. Assist when necessary in securing access for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under a Task Order.

3.4. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by CONSULTANT, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.

3.5. OWNER, when necessary will assist CONSULTANT in securing approvals and permits from all governmental authorities having jurisdiction over the Task Order, and such approvals and consents from others as may be necessary for completion of the Task Order.

3.6. Give reasonably prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT'S services, or any defect or nonconformance in the work of any Contractor.

3.7. Bear all costs incident to compliance with the requirements of this Article 3.

ARTICLE 4 - CONSULTANT'S RESPONSIBILITY

4.1 CONSULTANT shall do the following in a timely manner so as not to unreasonably delay the services to be provided to the OWNER:

4.1.1 Designate in writing the name of the person to act as CONSULTANT'S representative with respect to the services to be performed or furnished by CONSULTANT under this Agreement. Such person will have complete authority to interact with OWNER's with respect to CONSULTANT'S services.

4.1.2 Provide a proposed written Task Order for review and comment by OWNER based on verbal discussions between CONSULTANT and OWNER regarding the needs of the OWNER. The final Task Order will reflect the Agreement between the OWNER and CONSULTANT regarding the scope of services to be provided by each party, the costs associated with such services, and the time frame within which the services and various subcomponents of the services will be provided.

4.1.3 Identify data and information needed to fulfill the Task Order or Special Services request and coordinate with the OWNER to obtain available data pertinent to the Task Order.

4.1.4 Secure access to enter upon public and private property as required for CONSULTANT to perform services under a Task Order with the assistance of the OWNER as required.

4.1.5 Meet with and coordinate timely review and incorporation of comments from the OWNER regarding all studies, reports, sketches, drawings, specifications, proposals and other documents prepared by CONSULTANT.

4.1.6 CONSULTANT shall have the primary responsibility in applying for approvals and permits from all governmental authorities having jurisdiction over any aspects of the Task Order and such other approvals and consents as may be necessary for the completion of the Task Order. OWNER shall have responsibility for payment of all permitting fees unless expressly agreed by the OWNER and CONSULTANT.

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- 4.1.8 Bear all cost incident to compliance with this Article except as may be expressly provided for in an approved Task Order.
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- 5.1. The period of service of this Agreement shall be for an initial term of one (1) year and shall automatically renew for additional one (1) year periods for up to five (5) years unless terminated pursuant to Article 8.1 of this Agreement. At the end of the five (5) additional one year terms, OWNER shall have the option to renegotiate this Agreement or rebid for the services provided herein.
- 5.2. The period of service of each individual Task Order shall be as specified and mutually agreed to in the specific Task Order.
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- 5.4. If any time period within or date by which any of CONSULTANT'S services on any Task Order are to be completed is exceeded through no fault of CONSULTANT all rates, measures and amounts of compensation and the time for completion of performance shall be subject to equitable adjustment as agreed to in writing by CONSULTANT and OWNER.

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- 6.1. Method of Payment for Services
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6.2.1. Preparation of Invoices. Invoices for CONSULTANT'S Services and Reimbursable Expenses will be prepared in accordance with CONSULTANT'S standard invoicing practices and will be submitted to OWNER by CONSULTANT at least monthly. The amount billed for CONSULTANT'S Services in each invoice will be calculated on the basis set forth in each Task Order. Invoices are due and payable on receipt.

6.2.2. Unpaid Invoices. If OWNER, for any reason, fails to make any payment due CONSULTANT for services and expenses within thirty (30) days after receipt of CONSULTANT'S invoice therefor, the amounts due CONSULTANT will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth (30th) day; and, in addition, CONSULTANT may, after giving seven (7) days' written notice to OWNER, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

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ARTICLE 8 - GENERAL CONSIDERATIONS

8.1. Termination

The obligation to provide further services under this Agreement may be terminated by either party with or without cause upon thirty (30) days' written notice. In the event of any termination, CONSULTANT shall be paid for all services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.

8.2. Reuse of Documents

All documents prepared for or furnished by CONSULTANT (and CONSULTANT'S independent professional associates, subcontractors, and consultants) pursuant to this Agreement shall be owned by OWNER AND CONSULTANT.

8.3. Successors and Assigns

8.3.1. OWNER and CONSULTANT each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and CONSULTANT (and to the extent permitted by Paragraph 8.3.2., the assigns of OWNER and CONSULTANT) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

8.3.2. Neither OWNER or CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent

CONSULTANT from employing such independent professional associates, subcontractors, and consultants as CONSULTANT may deem appropriate to assist in the performance of services hereunder.

8.3.3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and CONSULTANT and not for the benefit of any other party.

8.4 Standard of Care

The services provided by CONSULTANT shall be performed in accordance with generally accepted professional CONSULTANT practice at the time when and the place where the services are rendered.

8.5 CONSULTANT's Status

CONSULTANT is and shall be an independent contractor in the performance of all services and is not an employee, agent or servant of the OWNER.

8.6 Warranties

The professional CONSULTANT warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the professional CONSULTANT to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or the professional CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

8.7 Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.8 Change Orders

8.10.1. Any work not contained in Exhibit A, Scope of Work, shall be a change and shall be performed by CONSULTANT only pursuant to a written Change Order approved by OWNER'S City Commission to this Agreement signed by OWNER and CONSULTANT. Such a Change Order may increase or decrease the Work within the general scope of this Agreement. If this Change Order causes an increase in the cost of the work, or of the time required for the performance of the work, CONSULTANT shall be paid additional

compensation acceptable to both parties in accordance with Exhibit A or granted an extension of the schedule, or both.

8.10.2. In the event OWNER requests CONSULTANT to develop information necessary for the consideration of a change in the Project, and such a change is not adopted, OWNER shall reimburse CONSULTANT for the costs which it incurs in connection with such efforts.

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CONSULTANT shall procure and maintain at all times insurance satisfactory to OWNER for the full duration of this Agreement. The specific insurance requirements are described in Exhibit "D". These insurance requirements shall not limit the liability of CONSULTANT nor does OWNER represent that these amounts are sufficient to protect CONSULTANT'S interests, but are merely minimums. CONSULTANT shall hold harmless the OWNER against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, to the extent arising out of the negligent acts, error or omissions of the CONSULTANT in the performance of this Agreement.

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CONSULTANT shall be entitled to compensation on a time and materials basis when responding to all requests for discovery relating to work performed pursuant to a Task Order and to extent that CONSULTANT is not a party to the lawsuit.

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In connection with its performance under this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. CONSULTANT shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. Such actions shall include recruiting and hiring, selection for training, promotion, fixing rates or other compensation, benefits, transfers and layoff or termination.

8.12 Force Majeure

Any delays in or failure of performance by CONSULTANT shall not constitute a default under this Agreement if such delays or failures of performance are caused by occurrences beyond the reasonable control of CONSULTANT including but not limited to: acts of God or the public enemy; expropriation or confiscation; compliance with any order of any governmental authority; changes in law; act of war, rebellion, terrorism or sabotage or damage resulting therefrom; fires, floods, explosions, accidents, riots; strikes or other concerted acts of workmen, whether direct or

indirect; delays in permitting; OWNER's failure to provide data in OWNER's possession or provide necessary comments in connection with any required reports prepared by CONSULTANT, or any other causes which are beyond the reasonable control of CONSULTANT. CONSULTANT'S scheduled completion date shall be adjusted to account for any force majeure delay and CONSULTANT shall be reimbursed by OWNER for all costs incurred in connection with or arising from a force majeure event, including but not limited to those costs incurred in the exercise of reasonable diligence to avoid or mitigate a force majeure event.

8.13 Controlling Law

This Agreement is to be governed by the laws of the State of Florida.

8.14 This Agreement together with all Exhibits and Task Orders constitutes the entire Agreement between OWNER and CONSULTANT and supersedes all prior written or oral understandings. This Agreement and said Task Orders may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

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OWNER

ATTEST:

CITY OF CALLAWAY

By: J. Michael Fuller
City Manager

CONSULTANT
MARINA G. PENNINGTON
COMMUNITY PLANNING CONSULTANT

By: _____
Title: _____

CITY OF CALLAWAY
REQUEST FOR QUALIFICATIONS: PROFESSIONAL PLANNING SERVICES

The City of Callaway is requesting the submittal of statements of qualification from interested planning professionals or firms for a ~~Continuing Professional Planning Services Contract until 5:00 p.m., CDT, on Friday, January 20, 2015,~~ to complete any or all of the following types of services on an as needed basis:

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

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

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

Published: *The News Herald*
on Dec. ____, 2104

Exhibit "A"

EXHIBIT "B"

FEE SCHEDULE

Hourly Rate

Marina G. Pennington, Community Planning Consultant

\$150

EXHIBIT "C"

SAMPLE TASK ORDER FORM

Pursuant to the Agreement to Provide Professional Planning Services between the City of Callaway ("OWNER") and Marina Gonzalez Pennington ("CONSULTANT"), dated _____, 2015, the parties agree as follows:

A. SCOPE OF SERVICES.

The specific services that CONSULTANT will provide for OWNER, upon request and as assigned by OWNER, will generally be planning services in connection with OWNER:

1. Initiating and conducting public workshops
2. Community, neighborhood and comprehensive planning
3. Collecting and evaluating data and analysis
4. Preparing textual revisions and essential narratives for the Comprehensive Plan and Land Development Regulations
5. Developing and preparing overlay districts
6. Analyzing growth and development patterns
7. Preparing the Evaluation and Appraisal Report amendments
8. Review of the City's Comprehensive Plan, Land Development Regulations to recommend revisions and updates.
9. Perform ancillary services as required.

For each project, CONSULTANT and OWNER shall agree in writing to the specific Scope of Services for each project.

B. COMPENSATION

Compensation for all services, including reimbursable expenses and sub-consultant charges, under this Task Order No. 1 shall be paid at an hourly rate of \$150.00 in an amount not to exceed twenty-five thousand dollars (\$25,000.00) which amount shall be payable in accordance with ARTICLE 6 of the Agreement for Professional Planning

Services. CONSULTANT shall provide written notification to OWNER when her fees for billable services reach the sum of \$20,000.00.

C. TERM

The term of this Task order shall be for the duration of the Agreement including any extensions thereto.

D. ACCEPTANCE AND EFFECTIVE DATE

By signature hereon, the parties each accept the provisions of this Task Order No. 1, and the Agreement to Provide Professional Planning Services between the parties as may be amended, and authorize CONSULTANT to proceed at the direction of the City Manager. The Effective Date of this Task Order No. 1 shall be _____, 2015.

CITY OF CALLAWAY

(SEAL)

_____ By: _____

MARINA GONZALEZ PENNINGTON

DATE: _____, 2015

APPROVED AS TO LEGAL FORM AND SUFFICIENCY
OFFICE OF THE CITY ATTORNEY

ATTORNEY

AGREEMENT BETWEEN
OWNER AND CONSULTANT
PROVIDING PROFESSIONAL PLANNING AND DESIGN SERVICES

THIS IS AN AGREEMENT made as of _____, 2015, between the City of Callaway
(OWNER) and Wood + Partners Inc. (CONSULTANTS).

OWNER and CONSULTANT agree as set forth below:

ARTICLE 1 – PLANNING AND DESIGN CONSULTING SERVICES

1.1. CONSULTANT shall perform the following basic professional services for each Task Order:

- 1.1.1. Consult with OWNER to clarify and define OWNER'S requirements for each Task Order and review available data.
 - 1.1.2. Advise OWNER as to the necessity of OWNER'S providing or obtaining from others special services and data required in connection with the Task Order and assist OWNER in obtaining such data and services.
 - 1.1.3. Provide analyses of OWNER'S needs with evaluation and comparative studies of prospective solutions.
- 1.2. CONSULTANT general scope of work for providing professional services related to design and construction under this Agreement is set forth in Exhibit "A". CONSULTANT understands that OWNER has selected other planning and design consulting firms and that OWNER has the absolute discretion to select the appropriate design firm to provide the required such services. In the event that CONSULTANT has a conflict in providing any services to OWNER or a conflict arises during the performance of any services, OWNER in its absolute discretion may select an appropriate engineering firm to provide the services.
- 1.3. CONSULTANT'S hourly rates for service are shown in Exhibit "B". These rates are subject to modification during the term of this Agreement only upon written approval of the OWNER except for annual increases as set forth in paragraph 6.1.4. If modified, Exhibit "B" will be amended to reflect the changes.
- 1.4. CONSULTANT'S specific scope of work, the time schedule, charges, and payment conditions are to be set forth in a written Task Order to this Agreement. An example Task Order Form is attached hereto as Exhibit "C". Each Task Order shall be executed by authorized representatives of OWNER and CONSULTANT.

1.5 Any Task Order may be modified during the course of the Task Order by mutual Agreement and written addendum of the Task Order, including scope of work, schedule, fees, and all other aspects of the Task Order.

1.6 In the event of an emergency as determined by the OWNER, OWNER reserves the right to issue oral authorization to CONSULTANT with the understanding that the written Task Order (or modification to an existing Task Order) shall follow immediately thereafter.

1.7 The terms and conditions of this Agreement shall apply to each Task Order, except to the extent expressly modified. When a Task Order is to modify a provision of this Agreement, the Article of this Agreement to be modified shall be specifically referenced in the Task Order, and the modification shall be precisely described.

ARTICLE 2 - SPECIAL SERVICES

2.1. If authorized by OWNER, Special Services related to a Task Order will be performed by CONSULTANT for an additional professional fee as the parties may subsequently agree in writing.

ARTICLE 3 - OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of CONSULTANT including designation in writing of the person to act as OWNER's representative with respect to the services to be performed or furnished by CONSULTANT under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to CONSULTANT'S services.

3.1. Provide all criteria and full information as to OWNER's requirements for the Task Order and designate a person with authority to act on OWNER's behalf on all matters concerning the Assignment.

3.2. Furnish to CONSULTANT all existing studies, reports and other available data and services of others pertinent to the Task Order, obtain or authorize CONSULTANT to obtain or provide additional reports and data as required, and furnish to CONSULTANT services of others required for the performance of CONSULTANT'S services for a Task Order, and CONSULTANT shall be entitled to use and rely upon all such information and services provided by OWNER or others in performing CONSULTANT'S services under a Task Order.

3.3. Assist when necessary in securing access for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under a Task Order.

3.4. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by CONSULTANT, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.

- 3.5. OWNER, when necessary will assist CONSULTANT in securing approvals and permits from all governmental authorities having jurisdiction over the Task Order, and such approvals and consents from others as may be necessary for completion of the Task Order.
- 3.6. Give reasonably prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT'S services, or any defect or nonconformance in the work of any Contractor.
- 3.7. Bear all costs incident to compliance with the requirements of this Article 3.

ARTICLE 4 - CONSULTANT'S RESPONSIBILITY

4.1 CONSULTANT shall do the following in a timely manner so as not to unreasonably delay the services to be provided to the OWNER:

- 4.1.1 Designate in writing the name of the person to act as CONSULTANT'S representative with respect to the services to be performed or furnished by CONSULTANT under this Agreement. Such person will have complete authority to interact with OWNER's with respect to CONSULTANT'S services.
- 4.1.2 Provide a proposed written Task Order for review and comment by OWNER based on verbal discussions between CONSULTANT and OWNER regarding the needs of the OWNER. The final Task Order will reflect the Agreement between the OWNER and CONSULTANT regarding the scope of services to be provided by each party, the costs associated with such services, and the time frame within which the services and various subcomponents of the services will be provided.
- 4.1.3 Identify data and information needed to fulfill the Task Order or Special Services request and coordinate with the OWNER to obtain available data pertinent to the Task Order.
- 4.1.4 Secure access to enter upon public and private property as required for CONSULTANT to perform services under a Task Order with the assistance of the OWNER as required.
- 4.1.5 Meet with and coordinate timely review and incorporation of comments from the OWNER regarding all studies, reports, sketches, drawings, specifications, proposals and other documents prepared by CONSULTANT.
- 4.1.6 CONSULTANT shall have the primary responsibility in applying for approvals and permits from all governmental authorities having jurisdiction over any aspects of the Task Order and such other approvals and consents as may be necessary for the completion of the Task Order. OWNER shall have responsibility for payment of all permitting fees unless expressly agreed by the OWNER and CONSULTANT.

- 4.1.7 Give reasonably prompt written notice to OWNER whenever CONSULTANT observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT'S services, or any defect or nonconformance in the work of any Contractor when such defect or nonconformance is in conjunction with a project designed or overseen by the CONSULTANT.
- 4.1.8 Bear all cost incident to compliance with this Article except as may be expressly provided for in an approved Task Order.
- 4.1.9 Provide all services described in this Agreement, any approved Task Order, and the scope of services provided herein.

ARTICLE 5 - PERIOD OF SERVICE

5.1. The period of service of this Agreement shall be for an initial term of one (1) year and shall automatically renew for additional one (1) year periods for up to five (5) years unless terminated pursuant to Article 8.1 of this Agreement. At the end of the five (5) additional one year terms, OWNER shall have the option to renegotiate this Agreement or rebid for the services provided herein.

5.2. The period of service of each individual Task Order shall be as specified and mutually agreed to in the specific Task Order.

5.3. CONSULTANT'S Special Services for any Task Order will be performed and completed within the time period and compensation agreed to in writing by the parties at the time such services are authorized.

5.4. If any time period within or date by which any of CONSULTANT'S services on any Task Order are to be completed is exceeded through no fault of CONSULTANT all rates, measures and amounts of compensation and the time for completion of performance shall be subject to equitable adjustment as agreed to in writing by CONSULTANT and OWNER.

ARTICLE 6 - PAYMENTS TO CONSULTANT

6.1. Method of Payment for Services

6.1.1. CONSULTANT shall invoice monthly and OWNER shall pay CONSULTANT for services rendered under each Assignment as indicated in each Task Order.

6.1.2. For Reimbursable Expenses. In addition to payments provided for in paragraph 6.1.1, OWNER shall pay CONSULTANT for Reimbursable Expenses incurred by CONSULTANT and CONSULTANT'S Subcontractors as set forth in each Task Order. The amount payable for Reimbursable Expenses will include a factor to the extent so indicated in each Task Order. The amount available to pay for these reimbursable expenses

will not exceed the amount indicated on each Task Order.

6.1.3. Tax on Services. The amount of any excise, VAT or gross receipts tax that may be imposed shall be added to the compensation indicated in each Task Order.

6.1.4. Task Orders and Special Services will be provided by the CONSULTANT for professional fees based on lump sum or hourly rates reflected in Exhibit "B".

The list of personnel categories and the hourly rate of each category are as indicated in Exhibit "B" to this Agreement.

The fee determination for all lump sum task orders will be based on a negotiated scope of work, level of effort needed by various disciplines, and then an application of the rates (Exhibit "B") for those disciplines, plus a negotiation of other direct costs that are necessary to accomplish the task, including but not necessarily limited to subconsultant fees, surveying, geotechnical services, travel, printing, etc. Any fees for project administration by the CONSULTANT will also be negotiated as part of the overall task order negotiations.

Individual Special Service Assignments are usually of very limited scope, schedule, and budget. If the OWNER desires to establish a Special Services Task Order with any subconsultants working under this Agreement, the hourly rates for the subconsultants(s) shall be agreed upon by all parties prior to work being initiated. For all general services work performed by any subconsultants, the CONSULTANT may add a project administration fee of 10% to the invoice from the subconsultant prior to submitting the invoice to the OWNER for payment.

6.2. Other Provisions Concerning Payments

6.2.1. Preparation of Invoices. Invoices for CONSULTANT'S Services and Reimbursable Expenses will be prepared in accordance with CONSULTANT'S standard invoicing practices and will be submitted to OWNER by CONSULTANT at least monthly. The amount billed for CONSULTANT'S Services in each invoice will be calculated on the basis set forth in each Task Order. Invoices are due and payable on receipt.

6.2.2. Unpaid Invoices. If OWNER, for any reason, fails to make any payment due CONSULTANT for services and expenses within thirty (30) days after receipt of CONSULTANT'S invoice therefor, the amounts due CONSULTANT will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth (30th) day; and, in addition, CONSULTANT may, after giving seven (7) days' written notice to OWNER, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

ARTICLE 7 - COST CONTROL

7.1. Opinions of probable construction cost, financial evaluations, feasibility studies, economic analyses of alternative solutions and utilitarian considerations of operations and maintenance costs prepared by CONSULTANT hereunder will be made on the basis of CONSULTANT'S experience and qualifications and represent CONSULTANT'S best judgment as an experienced and qualified design professional. It is recognized, however, that CONSULTANT does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any utilitarian evaluation of any facility to be constructed or work to be performed on the basis of the report must of necessity be speculative until completion of its detailed design. Accordingly, CONSULTANT does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by CONSULTANT to OWNER hereunder.

ARTICLE 8 - GENERAL CONSIDERATIONS

8.1. Termination

The obligation to provide further services under this Agreement may be terminated by either party with or without cause upon thirty (30) days' written notice. In the event of any termination, CONSULTANT shall be paid for all services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.

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8.3.2. Neither OWNER or CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent

CONSULTANT from employing such independent professional associates, subcontractors, and consultants as CONSULTANT may deem appropriate to assist in the performance of services hereunder.

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indirect; delays in permitting; OWNER's failure to provide data in OWNER's possession or provide necessary comments in connection with any required reports prepared by CONSULTANT, or any other causes which are beyond the reasonable control of CONSULTANT. CONSULTANT'S scheduled completion date shall be adjusted to account for any force majeure delay and CONSULTANT shall be reimbursed by OWNER for all costs incurred in connection with or arising from a force majeure event, including but not limited to those costs incurred in the exercise of reasonable diligence to avoid or mitigate a force majeure event.

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IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

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OWNER

ATTEST:

CITY OF CALLAWAY

By: J. Michael Fuller
City Manager

CONSULTANT
WOOD + PARTNERS INC.



By: SHAWN KALBI
Title: VICE · PRESIDENT

CITY OF CALLAWAY
REQUEST FOR QUALIFICATIONS: PROFESSIONAL PLANNING SERVICES

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- Implementing and maintaining Community Redevelopment Agency Plans and Budgets
- Perform ancillary services as required

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

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

Published: *The News Herald*
on Dec. ____, 2104

Exhibit "A"



Agreement Terms and Conditions / Hourly Rates

To: Mr. J. Michael Fuller

Date: June 10, 2015

Company: City of Callaway

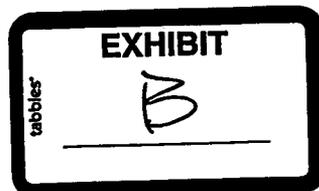
Re: Professional Planning Services

Wood+Partners (WPI) shall provide planning and landscape architectural services, based on the attached proposal, under the terms and conditions outlined below.

- For services provided on a time and material / hourly basis, compensation shall be at the following hourly rates (effective June 1, 2013):

Partner/President.....	\$190.00
Sr. Principal.....	\$150.00
Principal.....	\$135.00
Senior Project Manager.....	\$125.00
Project Manager.....	\$110.00
Landscape Architect/Sr. Planner.....	\$100.00
Landscape Architect/Planner.....	\$ 90.00
Project Planner.....	\$ 80.00
Administrative/Clerical.....	\$ 55.00

- All project related reimbursable expenses (i.e., reproduction, copies, plots, postage, delivery, fax, long distance telephone, renderings, accommodations, meals, travel, etc.) in connection with this project will be billed to the client at 1.15 times their cost. Auto mileage will be billed at the rate allowed by the IRS.
- Upon execution of this agreement Client shall identify persons whom are responsible for approval and processing of WPI's invoices and identify timing of such approvals and processing.
- Upon request, updates on time incurred and general account status may be obtained monthly at Client's expense.
- WPI may require interim lump sum payments.
- Invoices are due upon receipt. Payment shall be considered overdue after thirty (30) days from date of invoice and 1.5% per month is automatically added to the principal balance then remaining.
- If Client for any reason fails to pay WPI's invoices within 30 days of date of invoice, WPI has the right to cease work on the project and Client shall waive any claim against WPI for cessation of services. WPI shall retain all work products until outstanding payment in full is received.
- In the event any invoice has not been paid in 60 days, WPI shall seek appropriate alternative actions to secure payment due.
- Any dispute arising from or out of this Agreement shall be resolved in a Federal or State Court of competent jurisdiction and venue in Tallahassee, Florida. Unless otherwise provided, this Agreement shall be governed by the law of Florida. WPI shall be reimbursed all cost incurred in collecting overdue accounts under this agreement including legal and/or attorneys' fees.
- Additional consultant costs including but not limited to Architectural, Structural, Civil, Mechanical and Electrical Engineering, Surveying, Soils and Environmental Services will be billed at a rate of 1.25 times the amount billed to WPI, or as negotiated at time service provided.
- WPI shall not be responsible for means, methods, techniques, sequences, procedures or safety of construction selected by the construction contractor or subcontractors.
- A 15% re-start fee will be added to the contract if the project is put on hold or delayed for any reason for 4 months or longer. The fee will be assessed following notification to begin work again.
- The client will provide complete and accurate information and participate in reviews, minimizing time and expense for WPI and the Client. Client will designate person(s) to whom WPI is responsible and





Client will remunerate in a timely manner. When the Client authorizes designated person(s) to act for it, the Client agrees to be bound to the actions taken or requested by that person. If Client is a corporation, the designated individuals shall be jointly and severally obligated to comply with the terms herein.

14. The total limit of liability borne by WPI, its associates, successors, assigns and legal representatives under this agreement shall not exceed \$50,000.00 or the amount of compensation already paid to WPI at the time of any such accusation, whichever is less.
15. The Client agrees to indemnify and hold WPI harmless from any damages, expenses, liability or cost, including reasonable attorney fees, cost of defense and appeals, arising from any changes made to the work other than the consultant or resulting from authorized use of such work.
16. The terms of this agreement are not contingent on financing, sales or other performance based criteria.
17. Termination of this agreement or renegotiations may be effected by either party giving five (5) days written notice; Client must also comply with terms of compensation herein stated.
18. These agreement terms and conditions and hourly rates are subject to change 6 months from the date of this contract.
19. Work products (such as sketches, plans, diagrams, documents, reports, etc.) produced under this agreement are instruments of service and shall remain the property of Wood+Partners Inc. Nothing may be copied nor reproduced in any manner without written permission from WPI.

20. Pursuant to the Florida Statutes Section 558.0035 – Design Professionals; **AN**
INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD
INDIVIDUALLY LIABLE FOR NEGLIGENCE.

Wood+Partners Inc.	Company	_____
_____ ,LS	Accepted	_____ ,LS
Name: _____	Name: _____	
Title: _____	Title: _____	
Date: _____	Date: _____	

TASK ORDER #1 – City of Callaway – Professional Planning Services -

CONTRACT # | P.O. #

PROJECT NAME: Welaunee Tract – Project Management

AGREEMENT DATE:
WPI COMMISSION NO.:

TO: Mr. J. Michael Fuller, Callaway City Manager

CC:

FROM:

Task Order Name _____ Date

Purpose: Acknowledgement and approval of scope of services and fees specified in the Task Work Order, dated X. The scope of services shall be completed within X

General:

A.

B.

Fee:

The services outlined above shall be provided on a phased lump-sum basis as follows:

Task A	\$0.00
Task B	\$0.00
<u>Estimated Reimbursable Expenses.....</u>	<u>\$0.00</u>
TOTAL.....	\$0.00

Wood+Partners Inc.

Company _____

Shawn C. Kalbli

,LS

Accepted _____

,LS

Name: Shawn C. Kalbli, ASLA

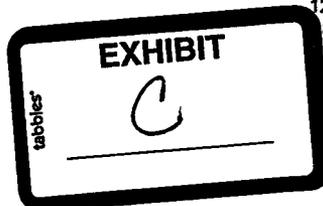
Name: _____

Title: Vice-President / Principal

Title: _____

Date: June 10, 2015

Date: _____



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

June 23, 2015

Financial Update

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)

Please see the attached Budget-in- Brief financial statement as of May 31, 2015

ATTACHMENT:

- Budget-in-Brief

5. REQUESTED MOTION/ACTION:

For review only. No action required.



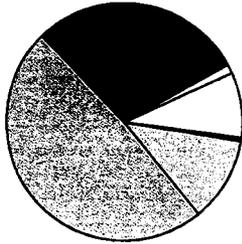
CITY OF CALLAWAY

Fiscal Year 2015

BUDGET-IN-BRIEF as of May 31, 2015

66.67% of Year Elapsed

YTD-Citywide Expense Allocation



- Operating 48.7%
- Personnel Svc 29.2%
- Non-Operating 1.2%
- Transfers 8.8%
- Principal Debt Pmts 0.5%
- Capital 11.6%

General Fund Revenues

Revenues	Budget	Year-to-Date	%
Ad valorem Taxes	1,002,236	971,504	96.9%
Other Taxes	1,807,323	1,210,052	67.0%
Permits, Fees, & Licenses	1,228,300	662,434	53.9%
Grants & Shared Revenue	1,851,113	958,485	51.8%
Service Charges	149,203	97,149	65.1%
Judgements, Fines, & Forfeits	2,600	3,064	117.8%
Interest & Other Earnings	3,915	1,797	45.9%
Rents & Royalties	51,600	26,365	51.1%
Sales of Fixed Assets	7,177	22,238	309.9%
Contributions & Donations	3,700	2,113	57.1%
Miscellaneous Revenue	10,245	1,972	19.2%
Total Revenues	\$ 6,117,412	\$ 3,957,173	64.7%

General Fund Expenditures

Expenditures	Budget	Year-to-Date	%
Executive (Commission)	54,190	34,485	63.6%
City Manager	229,960	143,749	62.5%
Finance	157,828	97,288	61.6%
Legal	85,000	68,206	80.2%
Planning & Code Enforcement	271,514	122,862	45.3%
Elections	-	-	0.0%
General Government	383,297	252,123	65.8%
Law Enforcement	1,412,989	941,773	66.7%
Fire Department	995,568	588,098	59.1%
Streets	1,135,448	592,816	52.2%
Maintenance Shop	208,012	113,293	54.5%
Leisure Services	791,099	478,151	60.4%
Transfers	904,221	225,180	24.9%
Total Expenditures	\$ 6,629,126	\$ 3,658,024	55.2%

General Fund Increase/Decrease to Fund Balance

	Budget	Year-to-Date
Incr / (Decr) to Fund Balance	(511,714)	299,149

Community Redevelopment Fund

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

Debt Service Fund

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

Capital Projects Fund

	Budget	Year-to-Date	%
Revenues & Trfrs In	1,119,638	-	0.0%
Expenditures	1,021,126	59,237	0.0%
Incr / (Decr) to Fund Balance	98,512	(59,237)	

Water Fund

	Budget	Year-to-Date	%
Revenues & Trfrs In	3,331,150	1,989,107	59.7%
Expenses & Trfrs Out	4,579,517	1,740,883	38.0%
Incr / (Decr) to Net Assets	(1,248,367)	248,224	

(includes bond debt payments)

Sewer Fund

	Budget	Year-to-Date	%
Revenues & Trfrs In	4,455,870	2,933,799	65.8%
Expenses & Trfrs Out	4,681,845	1,723,999	36.8%
Incr / (Decr) to Net Assets	(225,975)	1,209,800	

(includes bond debt payments)

Solid Waste Fund

	Budget	Year-to-Date	%
Revenues	584,640	384,685	65.8%
Expenses & Trfrs Out	732,815	330,702	45.1%
Incr / (Decr) to Net Assets	(148,175)	53,983	

Citywide Increase/Decrease to Fund Balance / Net Assets

	Budget	Year-to-Date
Incr / (Decr) to Fund Balance/Net Assets	(2,126,067)	1,765,300

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

June 23, 2015

Budget Revision – IT Equipment and Service

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

2. AGENDA:
PRESENTATION
PUBLIC HEARING
CONSENT
OLD BUSINESS
REGULAR

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

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

Recently, the City approved IT Services with On Systems, Inc. to setup and operate a cloud based system. The costs associated with the setup and monthly operations are separated into three parts, equipment purchase, a one time setup fee, and monthly charges. Purchase of the equipment will total \$3,950. The one time setup fee to On System, Inc. is \$7,000. The total monthly charges will be \$3,200 (includes IT service, cloud service, backup, and licenses). A complete breakdown of the costs is attached.

In order to complete the purchases, a budget revision is required to move \$15,919 from General Fund Reserves to General Fund Operating Accounts. Attached is a budget revision request listing the accounts and needed increases.

ATTACHMENT:

- On Systems, Inc. Expenses Summary
- Budget Revision Form

5. REQUESTED MOTION/ACTION:

It is recommended that the City Commission approve the Budget Revision Request to pay On Systems, Inc. \$3,950 for equipment, \$7,000 for setup, and \$3,200 monthly service.

ON SYSTEM, INC. - IT SERVICE EXPENSES SUMMARY*	
Monthly Expenses	
On Systems Private Cloud Level 2 (cloud service)	\$600.00
40x Terminal Server User Licenses	\$600.00
Secure Off-Site Backup	\$100.00
38x On Systems Managed Services Gold Plan (IT service)	\$1,900.00
Monthly Total	\$3,200.00
Equipment Expenses	
48 Port Cisco Bus Class Switch	\$1,200.00
Cisco Bus Class Router	\$1,200.00
2x Network Equip Battery Backup	\$300.00
24 Port Cisco Bus Class Switch	\$650.00
Cisco Bus Class Router	\$600.00
Equipment Total	\$3,950.00
One Time Setup Fee	\$7,000.00
Equipment & Setup Fee Total	\$10,950.00

*From On System Inc IT Service Proposal, May 2015

Note: Antivirus Protection (One Year) has already been purchased and is not included in the total.

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

June 23, 2015

Discussion on Hwy 2297 Utility Line/s

<p>1. PLACED ON AGENDA BY: Melba Covey, Commissioner, Ward 1</p>	<p>2. AGENDA:</p> <p>PRESENTATION <input type="checkbox"/></p> <p>PUBLIC HEARING <input type="checkbox"/></p> <p>CONSENT <input type="checkbox"/></p> <p>OLD BUSINESS <input type="checkbox"/></p> <p>REGULAR <input checked="" type="checkbox"/></p>
---	--

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

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

Commission discussion on actions to consider regarding cost of relocating utility line(s) on SR 2297 over Cook's Bayou.

ATTACHMENT:

5. REQUESTED MOTION/ACTION:
Commission to determine how to proceed with the issue of moving the line(s) at Cook's Bayou.

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

June 23, 2015

Amending the Salary & Wage Schedule

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

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

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

Supervision and direction of all departments, divisions, and positions in the city lie within the powers and duties of the City Manager. However, the city's Personnel Manual does provide that the City Commission approve a salary and wage schedule. Sec. 6.01 of the Personnel Manual states, "in an effort to recruit and retain quality personnel, the City should routinely review, revise, and recommend a wage schedule that will ensure the City's competitiveness in the job market. The Salary & Wage Schedule should be approved by the City Commission."

In September 2014, the City raised the minimum salary/wage range for the Pay Grade 09, Fire Fighter to \$10.25/hr or \$28,052/yr. This placed the minimum range for Fire Fighter (09) above the minimum range for Driver/Engineer (10). The attached proposal is to amend the Salary & Wage Schedule adjusting the annual/hourly range for the Fire Department, thus correcting any overlap.

The proposed Salary & Wage Schedule is attached and includes strike-through/underline notions of the changes to the Fire Department pay grades. Also shown on the schedule are changes to existing positions in Public Works and Finance Departments. They include the Purchasing Specialist, Utility Service Representative, Customer Service Supervisor, and UB Billing/Accounting Specialist. The updates also include a Staff Assistant position in Planning/Code, a position management is hoping to fund in the upcoming fiscal year.

ATTACHMENT:

- Salary & Wage Schedule w/Proposed Changes

5. REQUESTED MOTION/ACTION:

It is recommended that the City Commission approved the updated Salary & Wage Schedule.

SALARY & WAGE SCHEDULE

PAY GRADE	POSITION	ANNUAL RANGE/Based on 2080 Hours			HOURLY RANGE		
		Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
01	DO NOT USE	\$13,874	\$18,730	\$28,586	\$6.67	\$9.00	\$13.74
02	DO NOT USE	\$14,845	\$20,041	\$30,237	\$7.14	\$9.64	\$14.54
03	DO NOT USE	\$15,884	\$21,444	\$32,003	\$7.64	\$10.31	\$15.39
04	Maintenance Worker I, Street Maintenance Worker I, Solid Waste	\$16,996	\$22,945	\$33,893	\$8.17	\$11.03	\$16.29
05	Maintenance Worker II, Street Maintenance Worker II, Solid Waste Records Clerk	\$18,186	\$24,551	\$35,916	\$8.74	\$11.80	\$17.27
06	Equipment Operator I, Street Equipment Operator I, Solid Waste Groundskeeper Utilities Services Tech (Meter Readers)	\$19,459	\$26,270	\$38,080	\$9.36	\$12.63	\$18.31
07	Customer Service Representative Equipment Operator II, Street Equipment Operator II, Solid Waste Grounds Crew Leader Lead Equipment Operator II, Solid Waste Lift Station Maintenance I Maintenance Worker III Park Ranger Sewer Evaluation Study Tech I Sports Field Specialist Staff Assistant/Leisure Services <u>Staff Assistant/Planning</u> Street Sweeper Operator Utilities Services Worker I	\$20,821	\$28,109	\$40,396	\$10.01	\$13.51	\$19.42
08	Administrative Assistant Equipment Operator III, Street/Solid Waste Human Resources Technician Purchasing Clerk <u>Specialist</u> Sewer Evaluation Study Tech II <u>Utility Service Representative</u> Utility Service Technician II (Meter Reader) Water Quality Specialist	\$22,279	\$30,077	\$42,874	\$10.71	\$14.46	\$20.61
09	Customer Service Representative II Grounds Specialist Mechanic II Utilities Specialist	\$23,839	\$32,182	\$45,526	\$11.46	\$15.47	\$21.89
10	Code Enforcement Officer <u>Customer Service Supervisor</u> Foreman, Collections Foreman, Leisure Services Foreman, Lift Station Foreman, Sewer Evaluation Foreman, Street Foreman, Solid Waste Lead Mechanic Stormwater Specialist	\$25,507	\$34,435	\$48,362	\$12.26	\$16.56	\$23.25
11	No positions in this grade at this time	\$27,293	\$36,845	\$51,398	\$13.12	\$17.71	\$24.71
12	Supervisor, Maintenance Zoning & Code Enforcement Officer	\$29,203	\$39,424	\$54,645	\$14.04	\$18.95	\$26.27
13	No positions in this grade at this time	\$31,247	\$42,184	\$58,120	\$15.02	\$20.28	\$27.94
14	Assistant to the Finance Director <u>UB Billing/Accounting Specialist</u>	\$33,425	\$45,137	\$61,823	\$16.07	\$21.70	\$29.72
15	Assistant to the City Manager Senior Planner	\$35,776	\$48,297	\$65,819	\$17.20	\$23.22	\$31.64

SALARY & WAGE SCHEDULE

PAY GRADE	POSITION	ANNUAL RANGE/Based on 2080 Hours			HOURLY RANGE		
		Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
16	No positions in this grade at this time	\$38,280	\$51,678	\$70,076	\$18.40	\$24.85	\$33.69
17	Assistant Human Resources Director Public Works Superintendent Utilities Superintendent	\$40,959	\$55,295	\$74,630	\$19.69	\$26.58	\$35.88
18	No positions in this grade at this time	\$43,827	\$59,166	\$79,506	\$21.07	\$28.45	\$38.22
19	Director, Leisure Services	\$46,895	\$63,308	\$84,722	\$22.55	\$30.44	\$40.73
20	City Clerk Fire Chief	\$50,178	\$67,740	\$90,303	\$24.12	\$32.57	\$43.41
21	Director, Finance Director, Planning Director, Public Works	\$53,690	\$72,482	\$96,273	\$25.81	\$34.85	\$46.29
22	No positions in this grade at this time	\$55,118	\$77,556	\$98,701	\$26.50	\$37.29	\$47.45
23	No positions in this grade at this time	\$61,470	\$82,985	\$109,499	\$29.55	\$39.90	\$52.64
24	No positions in this grade at this time	\$65,773	\$88,794	\$116,814	\$31.62	\$42.69	\$56.16
25	No positions in this grade at this time	\$70,378	\$95,010	\$124,643	\$33.84	\$45.68	\$59.92
**	City Manager and City Clerk set by Commission						

PAY GRADE	POSITION	ANNUAL RANGE/Based on 2756 Hours			HOURLY RANGE		
		Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
09	Fire Fighter	\$28,320	\$36,926	\$45,533	\$10.28	\$13.40	\$16.52
10	Fire Driver/Engineer	\$29,978	\$39,255	\$48,533	\$10.88	\$14.24	\$17.61
14	Fire Drive/Engineer II	\$29,978	\$39,255	\$48,533	\$10.88	\$14.24	\$17.61
13	Fire Lieutenant	\$35,725	\$46,928	\$58,132	\$12.96	\$17.03	\$21.09
20	Fire Chief	\$54,654	\$72,478	\$90,303	\$26.28	\$34.85	\$43.41

Updated June 2, 2015

Existing & Proposed Salary/Wage Schedule for Fire Department

Original Pay Range Brackets (prior to raising Grade 09 minimum to \$10.25/hr):

	Minimum	Midpoint	Maximum
09 Firefighter	23,844	32,188	40,533
10 Engineer	25,502	34,426	43,533
13 Lieutenant	31,249	42,191	53,132
20 Fire Chief	50,178	67,740	85,303

Pay Brackets after Firefighter Raise (Grade 09 minimum):

	Minimum	Midpoint	Maximum
09 Firefighter	<u>28,052</u>	32,188	40,533
10 Engineer	25,502	34,426	43,533
13 Lieutenant	31,249	42,191	53,132
20 Fire Chief	50,178	67,740	85,303

Pay Brackets after all pay grade maximums were increased \$5,000:

	Minimum	Midpoint	Maximum
09 Firefighter	<u>28,052</u>	32,188	45,533
10 Engineer	25,502	34,426	48,533
13 Lieutenant	31,249	42,191	58,132
20 Fire Chief	50,178	67,740	90,303

Proposed Pay Grades and Annual Range :

	MIN	MID	MAX
09 Firefighter	28,320	36,664	45,533
10 Engineer	29,978	38,902	48,533
13 Lieutenant	35,725	46,667	58,132
20 Chief	54,654	72,216	90,303

Notes:

Firefighter – old firefighter starting pay 23,844 to new starting pay 28,320 a **18.77% increase**

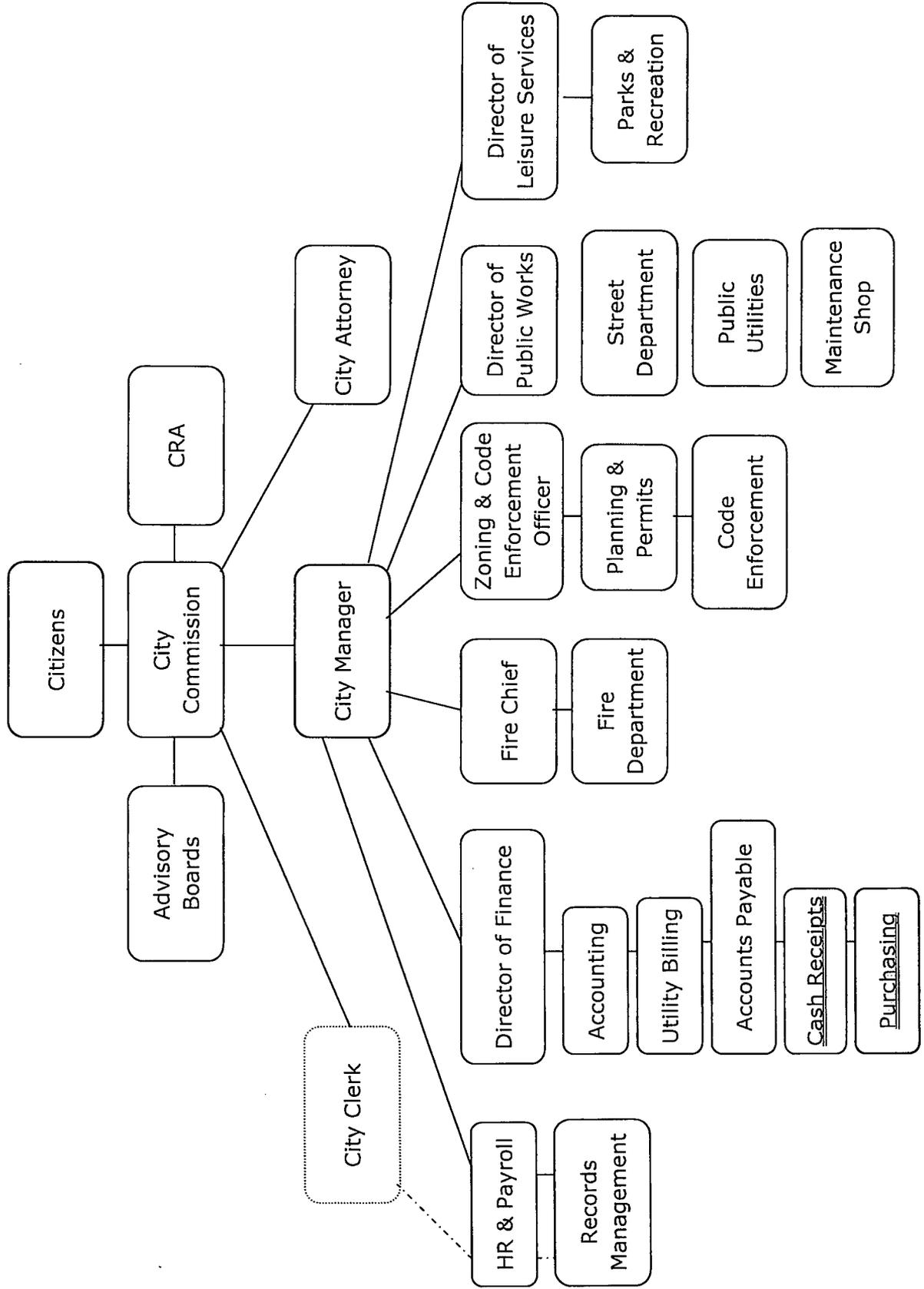
Engineer – old engineer starting pay 25,502. diff between old firefighter pay 23,844 is 1,658
add 1,658 to new firefighter pay is 29,978. New engineer starting pay with adjustments 29,978 a **17.55% increase**

Lieutenant – old lieutenant starting pay 31,249. diff between old engineer pay 25,502 is 5,747
add 5,747 to new engineer pay is 35,725 New lieutenant starting pay with adjustments 35,725 a **14.32% increase**

Fire Chief – old chief starting pay 50,178. diff between old lieutenant pay 31,249 is 18,929
add 18,929 to new lieutenant pay is 54,654 New chief starting pay with adjustments 54,654 a **8.92% increase**

DRAFT

City of Callaway FY2015



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

June 23, 2015

Assistance to Firefighters Sub-Grant Agreement

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

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

On behalf of five other fire departments in Bay County, the Panama City Beach Fire Department applied for a FEMA Assistance to Firefighter Regional Grant ("AFG") in the amount of \$800,806. The grants funds will be used to purchase new radios capable of operating on the new P25 radio system. Bay County emergency communication will be updated to the new P25 radio system and should be operational in 2017.

Of the grant proceeds, 90% (\$720,726) will be funded by FEMA, whereas the remaining 10% will be funded collectively between Panama City Beach, Callaway, Springfield, Parker, Mexico Beach, and Bay County Emergency Services. The City of Callaway's share of the AFG funds is \$52,172.60. The grant will fund \$46,955.34 and require a match contribution of \$5,217.26.

The AFG funds will be used to purchase six (6) mobile radios and eight (8) portable radios with associated accessories for the City of Callaway. Each municipality or organization will be required to pay its match contribution by August 25, 2015 (or upon pickup of radios). Attached is the AFG Sub Recipient Agreement and budget transfer request for the city's share of the contribution.

ATTACHMENT:

- AFG Sub Recipient Agreement
- Budget Transfer Request

5. REQUESTED MOTION/ACTION:

It is recommended that the City Commission authorize the City Manager to execute the AFG Sub Recipient Agreement and approve the budget transfer request.

REGIONAL
ASSISTANCE TO FIREFIGHTERS GRANT
SUB RECIPIENT AGREEMENT between
CITY OF PANAMA CITY BEACH and
CITY OF CALLAWAY
CITY OF SPRINGFIELD
PARKER VOLUNTEER FIRE DEPARTMENT
MEXICO BEACH VOLUNTEER FIRE DEPARTMENT
BAY COUNTY EMERGENCY SERVICES DEPARTMENT
FOR PURCHASE OF FIRE RESCUE EQUIPMENT

THIS AGREEMENT, entered this ____ day of _____, 2015, by and between the City of Panama City Beach (PCB), Administrator, and the City of Callaway (Callaway), City of Springfield (Springfield), Parker Volunteer Fire Department, Inc. (Parker), Mexico Beach Volunteer Fire Department, Inc. (Mexico Beach), and Bay County Emergency Services Department (Bay County), (collectively, the "Parties").

RECITALS

WHEREAS, PCB applied for a FEMA Assistance to Firefighter Regional Grant in the amount of \$800,806.00 on behalf of PCB, Parker, Callaway, Springfield, Mexico Beach and Bay County for mobile and portable radio equipment; and

WHEREAS, PCB has agreed to locally host and administer the grant on behalf of the Parties, and to purchase radios on behalf of all the Parties; and

WHEREAS, FEMA/DHS will fund ninety percent of the grant, in the amount of \$720,726, and the Parties will collectively provide funds for the remaining 10% of the grant, in the amount of \$80,080.00.

AGREEMENT

SECTION 1. PARTY COST SHARE.

1. Bay County's share of the AFG grant is \$423,387.10. The grant will fund \$381,048.39 and Bay County's matching contribution will be \$42,338.71.
2. Callaway's share of the AFG grant is \$52,172.60. The grant will fund \$46,955.34 and Callaway's matching contribution will be \$5,217.26.
3. Springfield's share of the AFG grant is \$70,289.00. The grant will fund \$63,260.10 and Springfield's matching contribution will be \$7,028.90.
4. Parker's share of the AFG grant is \$46,859.30. The grant will fund \$42,173.37 and Parker's matching contribution will be \$4,685.93.
5. Mexico Beach's share of the AFG grant is \$35,144.50. The grant will fund \$31,630.05 and Mexico Beach's matching contribution will be \$3,514.45.
6. PCB's share of the AFG grant is \$171,515.80. The grant will fund \$154,364.22 and PCB's matching contribution will be \$17,151.58.

This totals \$799,368.30.

SECTION 2. CITY'S PURCHASE/USE OF GRANT FUNDS. On or before August 25, 2015,

1. PCB will purchase 39 mobile radios , 65 portable radios and 5 admin radios with associated accessories on behalf of Bay County.
2. PCB will purchase 4 mobile radios and 8 portable radios with associated accessories on behalf of Parker.
3. PCB will purchase 6 mobile radios and 8 portable radios with associated accessories on behalf of Callaway.
4. PCB will purchase 6 mobile radios and 12 portable radios with associated accessories on behalf of Springfield.
5. PCB will purchase 3 mobile radios and 6 portable radios with associated accessories on behalf of Mexico Beach.
6. PCB will purchase 8 mobile radios, 30 portable radios and 3 admin radios with associated accessories for itself.

Upon receipt, PCB will contact Party Representative, set forth below, to arrange for pickup and delivery of each Party's equipment.

SECTION 3. PAYMENT.

1. PCB shall request draw down of appropriated grant funds from FEMA. Grant funds will be used by PCB on behalf of the Parties within thirty (30) days of receipt by PCB.
2. Each Party will pay its matching contribution (10%) of the grant, as set forth in Section 1, upon pickup of that Party's equipment or August 25, 2015, whichever is earlier.

SECTION 4. TERM.

Upon purchase and delivery of equipment as specified in the grant to the Parties, PCB will have completed its duties as grant administrator and have no further obligation to the Parties.

SECTION 5. MISCELLANEOUS.

A. MODIFICATION.

Modifications within the scope of this Agreement shall be made by mutual consent of the parties affected, by the issuance of a written modification, signed and dated.

B. PARTICIPATION IN SIMILAR ACTIVITIES.

This instrument in no way restricts the Parties from participating in similar activities with other public or private agencies, organizations, and individuals.

SECTION 6. TERMINATION. No Party may at any time terminate the Agreement in whole or in part, in accordance with the acceptance of Federal funding and the purchase of the allotted equipment under the grant.

PRINCIPAL CONTACTS. The principal contacts for this Agreement are:

City of Panama City Beach
John Daly
850-233-5120

Parker Volunteer Fire Department
Andy Kelley
850-871-4313

Bay County Emergency Services
Joby Smith
850-248-6044

Mexico Beach Volunteer Fire
Department
Asst. Chief Scott Baker
850-227-6804

City of Callaway
David Joyner
850-871-2753

City of Springfield
Michael Laramore
850-872-7570

SECTION 7. EFFECTIVE DATE. The Effective Date of this Agreement shall be the date executed by the last party hereto.

SECTION 8. SEVERABILITY. Each provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the remainder of this Agreement.

SECTION 9. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

IN WITNESS WHEREOF, the PARTIES to this Agreement have caused their names to be affixed hereto by the proper officers therein.

CITY OF PANAMA CITY BEACH,
FLORIDA

ATTEST:

BY: _____

Mario Gisbert, City Manager

Date:

Holly J. White, City Clerk

BAY COUNTY EMERGENCY SERVICES
DEPARTMENT

BY: _____ Date:

Mark Bowen, EMA Director

CITY OF CALLAWAY,
FLORIDA

ATTEST:

City Clerk

BY: _____ Date:
Michael Fuller, City Manager

CITY OF SPRINGFIELD,
FLORIDA

ATTEST:

City Clerk

BY: _____ Date:
Ralph Hammond, Mayor

PARKER VOLUNTEER FIRE
DEPARTMENT, INC., a Florida non-profit
corporation

ATTEST:

Secretary

BY: _____ Date:
Andy Kelley, President

MEXICO BEACH VOLUNTEER FIRE
DEPARTMENT, INC., a Florida non-profit
corporation

ATTEST:

Secretary

BY: _____ Date:
Eugene Cline, President

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

June 23, 2015

Senior Discount Utility Discount – Amending Application Requirements

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

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

Citizens who qualify for an additional low-income, senior homestead exemption may apply for a 25% discount on city utilities. Qualified citizens must re-apply annually by providing a copy of their County Tax Notice documenting the exemption or other documents verifying eligibility.

In January of 2013, the Bay County Commission (“BCC”) waived the requirement for citizens to submit an annual application for additional low-income senior exemption status via BCC Ordinance No. 13-02. The exemption, if granted by the County continues with all subsequent tax rolls.

Staff recommends that the City also waive the requirement for citizens to re-apply every year to receive the Low Income Senior Utility Discount. This would require amending by ordinance Sections 18-2 and 18-3 of the Callaway Code of Ordinances (“COO”).

ATTACHMENT:

- Ordinance No. 920 (Sec. 18-2 & 18-3 COO)
- Bay County Ordinance No. 13-02

5. REQUESTED MOTION/ACTION:

It is recommended that the City Commission direct staff to draft an ordinance waiving the requirement for citizens to re-apply every year to receive the Low Income Senior Citizens Utility Discount.

Callaway Senior Discount Ordinance

ORDINANCE NO. 920

AN ORDINANCE AMENDING SECTIONS 18-2 AND 18-3 TO THE CALLAWAY CODE OF ORDINANCES TO CLARIFY THAT THE TWENTY-FIVE PERCENT DISCOUNT FOR RESIDENTIAL UTILITY SERVICE FEES FOR ACCOUNT HOLDERS 65 YEARS OF AGE OR OLDER WHO MEET THE INCOME REQUIREMENTS PROVIDED BY FLORIDA STATUTE 196.075 SHALL ONLY APPLY TO THOSE CITIZENS RESIDING WITHIN THE CITY LIMITS; REPEALING ALL ORDINANCES IN CONFLICT TO THE EXTENT OF SUCH CONFLICT, PARTICULARLY ORDINANCE NOS. 852 AND 877; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Callaway enacted Ordinance 852 creating Sections 18-2 and 18-3 of the Callaway Code of Ordinances to provide financial relief to its citizens 65 years of age or older who live in low income households by making a 10 % discount on residential utility fees available to utility service account holders; and

WHEREAS, the City of Callaway thereafter enacted Ordinance 877 amending Sections 18-2 and 18-3 of the Callaway Code of Ordinances to provide increased financial relief to its citizens 65 years of age or older who live in low income households by making a 25% discount on residential utility fees available to utility service account holders; and

WHEREAS, the City of Callaway desires to clarify that the discount shall only apply to those eligible low income senior citizens residing within the City limits of the City of Callaway.

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

SECTION 1. Section 18-2 of the Callaway Code of Ordinances is amended to read as follows (new text underlined):

Sec. 18-2 Low Income Senior Citizen Utility Discount for Homeowners.

(a) A utility service account holder 65 years of age or older who resides within the City limits of the City of Callaway and qualifies for the additional homestead exemption authorized by the City of Callaway in Ordinance No. 711 and Ordinance No. 830 may apply for a 25% discount on residential utility service fees for the qualifying homestead. For purposes of this section, "residential utility service fees" means fees for water service, sewer service, and solid waste collection and disposal. This section shall not provide a discount on the fee associated with any irrigation meter that may exist on the homestead.

(b) To apply for this discount, the utility service account holder or a representative of the utility service account holder must bring a copy of the tax notice normally issued November 1, which shows the utility service account holder's qualification for the additional senior citizen homestead exemption, to City Hall for inspection by City Hall staff.

(c) Upon verification of the tax bill, City Hall staff shall issue a letter confirming the utility service account holder's qualification for the utility discount. The discount shall apply to utility bills for each month up to and including December of the year following the year of the tax bill. However, if the utility service account holder or his representative has not applied and been issued a verification letter until the 15th day or later of the month, the utility bill discount shall not apply to that month.

(d) Because qualification for this discount is based on income for a particular year, the utility service account holder or his representative must apply each year.

(e) The utility bill discount shall cease immediately if the utility service account holder no longer owns the homestead, but if the utility service account holder continues to reside in the home, he may apply for the discount as provided by Section 18-3.

SECTION 2. Section 18-3 of the Callaway Code of Ordinances is amended to read as follows (new text underlined):

Sec. 18-3 Low Income Senior Citizen Utility Discount for Non-Homeowners.

(a) A utility service account holder 65 years of age or older who permanently resides in a household within the City limits of the City of Callaway with a household income that does not exceed the maximum amount provided for by Florida Statute 196.075 may apply for a 25% discount on residential utility service fees. For purposes of this section, "residential utility service fees" means fees for water service, sewer service, and solid waste collection and disposal. This section shall not provide a discount on the fee associated with any irrigation meter that may benefit the residence. For purposes of this section, permanently resides means that the utility account holder lives in the residence on a year-round and continuous basis and that he does not own any improved residential property in any location.

(b) To apply for this discount, the utility service account holder must bring to City Hall all documentation for the most recent year available for each member of the household that would be sufficient under Florida Statute 196.075 to establish that the household would qualify for the additional senior citizen homestead exemption if the utility service account holder were the owner of the housing unit and were applying for the additional homestead exemption. In addition, the utility account holder may present his latest social security statement as proof of his income. Any deadlines specific to the additional homestead application process are not applicable to the utility service discount application process under this section.

(c) Upon inspection of the documentation and confirmation that the utility service account holder qualifies for the utility discount, City Hall staff shall issue a letter confirming the utility service account holder's qualification for the utility discount. The discount shall apply to the following thirteen utility bills for the household or until the person who applied for the utility service discount no longer permanently resides at the residence. However, if the utility service account holder has not applied and been issued a verification letter until the 15th day or later of the month, the utility bill discount shall not apply to that month.

(d) Because qualification for this discount is based on income for a particular year, the utility service account holder must apply each year.

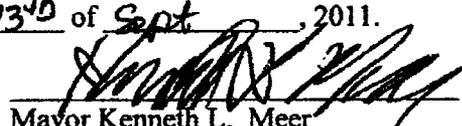
SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict particularly including Ordinance No. 852 and Ordinance No. 877.

SECTION 4. If any section, subsection or provision of this ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 5. The provisions of this ordinance shall become and be made a part of the Code of Ordinances of the City. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section", "article", or other appropriate word.

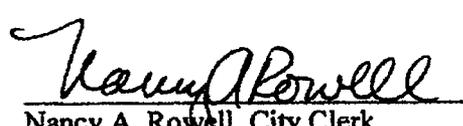
SECTION 6. This ordinance shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Commission of the City of Callaway, Florida, this 13th of Sept, 2011.



Mayor Kenneth L. Meer

ATTEST:



Nancy A. Rowell, City Clerk

Bay County Senior Exemption Ordinance

ORDINANCE NO.: 13-02

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA, PROVIDING FOR AMENDMENTS TO BAY COUNTY CODE CHAPTER 14, SECTION 14-6 AD VALOREM TAXATION; ADDITIONAL HOMESTEAD EXEMPTION FOR CERTAIN LOW-INCOME QUALIFIED SENIOR CITIZENS WHO ARE LONG TERM RESIDENTS; AND PROVIDING FOR THE WAIVER OF AN ANNUAL APPLICATION OR STATEMENT FOR THE ADDITIONAL HOMESTEAD EXEMPTION AFTER THE INITIAL APPLICATION IS MADE AND THE CLASSIFICATION IS MADE BY THE PROPERTY APPRAISER; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

RECITALS

WHEREAS, on November 8, 2012, the voters of Florida approved Amendment No. 11 by the required 60 percent needed for passage; and

WHEREAS, pursuant to Amendment No. 11 and House Bill 357, now codified as Article VII, Section 6(d)(2) of the Florida Constitution and Section 196.075, Florida Statutes, respectively, the Board of County Commissioners of any county may adopt an ordinance to allow an additional homestead exemption for the amount of the assessed value of the property for any person who has the legal or equitable title to real estate with a just value of less than \$250,000 and has maintained thereon the permanent residence of the owner for at least 25 years, who has attained the age of 65, and whose household income does not exceed the income limitations set forth in state law; and

WHEREAS, Article VII, Section 6(d) provides that the county may implement this low-income senior homestead exemption for long-term residents in addition to or in place of the existing additional \$50,000 senior citizen homestead exemption at the option of the county; and

WHEREAS, Section 196.075, Florida Statutes provides that this low-income senior homestead exemption must be authorized by a majority plus one vote of the members of the governing body of the county granting such exemption; and

WHEREAS, in addition to the existing additional \$50,000 senior citizen homestead exemption adopted pursuant to Ordinance No. 07-17, this Board now desires to implement the additional homestead exemption for low-income senior citizens who are long-term residents in accordance with the provision of Article VII, Section 6(d)(2), Florida Constitution, and Section 196.075, Florida Statutes; and

WHEREAS, pursuant to Section 196.011(9), Florida Statutes, a county may upon the request of the Property Appraiser and by a majority vote of its governing body, waive the requirement that an annual application and income statement be made for renewal of the exemption provided in Section 196.075; and

WHEREAS, this Board is required to consider the possibility of fraudulent exemption claims which may occur due to waiver of the annual income statement requirement; and

WHEREAS, Bay County and the Property Appraiser believe that it is in the public's best interest to grant the waiver; and

NOW THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Bay County, Florida, by a majority plus one vote of the members of this Board and having considered the foregoing:

SECTION 1. FINDINGS. The foregoing findings are incorporated by reference and made a part hereof.

SECTION 2. PURPOSE. The purpose of this ordinance is to amend Chapter 14, Section 14-6 Ad valorem taxation; additional homestead exemption for certain qualified senior citizens of the Bay County Code.

SECTION 3. AMENDMENT. Chapter 14, Section 14-6 Ad valorem taxation; additional homestead exemption for certain qualified senior citizens of the Bay County Code, is amended and/or restated as set forth below with underlined as additions and strikethrough text as deletions.

Section 14-6. – Ad valorem taxation; additional homestead exemption for certain qualified senior citizens.

(a) In accordance with section 6(f), Art. VII of the Florida Constitution and Section 196.075 of the Florida Statutes, any person 65 years or over who has legal or equitable title to real estate located within the county and maintains thereon his/her permanent residence, which residence qualifies for and receives homestead exemption pursuant to section 6(a) Art. VII of the Florida Constitution, and whose household income does not exceed \$20,000.00, shall be entitled to make application for an additional homestead exemption not to exceed \$50,000.00 for tax year 2007 and every year thereafter. This additional homestead exemption, if granted, shall be applicable to all ad valorem taxes levied by the county, except those taxes levied for mosquito control and MSTU.

(b) In accordance with Section 6(f), Article VII of the Florida Constitution and Section 196.075 of the Florida Statutes , any person who has the legal or equitable title to real estate with a just value of less than \$250,000 and has maintained thereon the permanent residence of the

owner for at least 25 years, who has attained age 65, and whose household income does not exceed \$20,000 as adjusted by Section 14-6(f), shall be entitled to make application for an additional homestead exemption of the amount of the assessed value of the property. This additional homestead exemption shall be available commencing with the 2013 tax roll and shall continue with all subsequent tax rolls. The Property Appraiser may begin accepting applications and sworn statements for the year 2013 tax roll as soon as the appropriate forms are available from the Department of Revenue. This additional homestead exemption, if granted, shall be applicable to all ad valorem taxes levied by the county, except those taxes levied for mosquito control and MSTU.

(c) Every person claiming either of the additional homestead exemptions pursuant to this section must file an application therefore with the county property appraiser not later than March 1 of each year for which such exemption is claimed. Such application shall include a sworn statement of household income for all members of the household and shall be filed on a form prescribed by the Department of Revenue. On or before June 1 of each such year every applicant must file supporting documentation with the property appraiser. Said documentation shall include copies of all federal income tax returns, wage and earning statements, and such other documentation as required by the property appraiser, including documentation necessary to verify the income received by all of the members of the household for the prior year as well as verify the other requirements necessary to receive the exemption.

(d) Failure to file the application and sworn statement by March 1, or failure to file the required supporting documentation by June 1, of any given year, shall constitute a waiver of the additional exemption privilege for that year.

(e) Notwithstanding the foregoing, the county waives the requirement that a property owner file an annual application or statement for the additional homestead exemption for qualified seniors ~~or persons 65 and older~~ in accordance with Florida Statute Section 196.011(9) after an initial application is made and the exemption is granted by the property appraiser in accordance with Florida Statute Section 196.075.

(f) Commencing January 1, 2001, and each January 1 thereafter, the \$20,000.00 annual income limitation in this section shall be adjusted annually and applicable as of January 1 of that year. The annual income limitation shall be adjusted by the percentage of change in the average cost-of-living index for the immediately preceding calendar year compared with the average cost-of-living index for the calendar year immediately prior to that year. As used herein "index" shall be the average of the monthly consumer-price-index figures for the stated period, for the United States as a whole, issued by the United States Department of Labor.

SECTION 4. SEVERABILITY. If any section, subsection, clause, phrase, or provision of this ordinance is held invalid or unconstitutional, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining provisions of this ordinance.

SECTION 5. REPEAL. All ordinances or parts of ordinances in conflict with this ordinance are to the extent of such conflict hereby repealed.

SECTION 6. INCLUSION IN CODE. This ordinance shall become and be made a part of the Code of Bay County, Florida. Sections of this ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section", "article" or other appropriate designation.

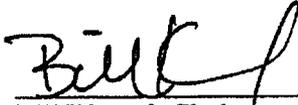
SECTION 7. EFFECTIVE DATE. A certified copy of this ordinance as enacted shall be filed by the Clerk of the Board with the office of the Secretary of State of the State of Florida within

ten (10) days after enactment and this ordinance shall take effect immediately in accordance with Section 125.66 (2), Florida Statutes.

DULY ADOPTED in regular session on this 15th day of January, 2013.

**BOARD OF COUNTY COMMISSIONERS
BAY COUNTY, FLORIDA**

ATTEST:



Bill Kinsaul, Clerk



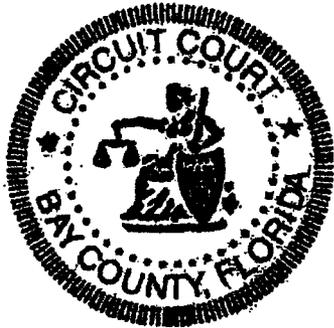
George B. Gainer, Chairman



Approved as to form:



Office of County Attorney



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

June 23, 2015

Solid Waste Service Schedule - Holidays

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

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

Solid waste service is divided into four (4) zones for pickup; one (1) zone for each day Monday – Thursday and Friday being used for miscellaneous pickups. Please see the attached map of Callaway delineating the solid waste service zones. Memorial Day, a recognized holiday for the City, always falls on a Monday. As such, solid waste service is not scheduled for that Monday. This means that Zone 1 does not get collected on Monday as usual. There are a small number of other holidays throughout the year when the City does not schedule solid waste service in a particular zone. On the first work-day after the recognized holiday solid waste begins collection for the zone typically scheduled for that day of the week. Once solid waste personnel completes the schedule zone, they may return to any areas not collected as a result of the holiday. In addition, Friday has typically been used as a miscellaneous pickup day when solid waste personnel can collect any areas missed during the week.

The Solid Waste Department has always followed the service zones on the attached map and used the end of the week for miscellaneous work, but there is not an official policy regarding holidays and collection.

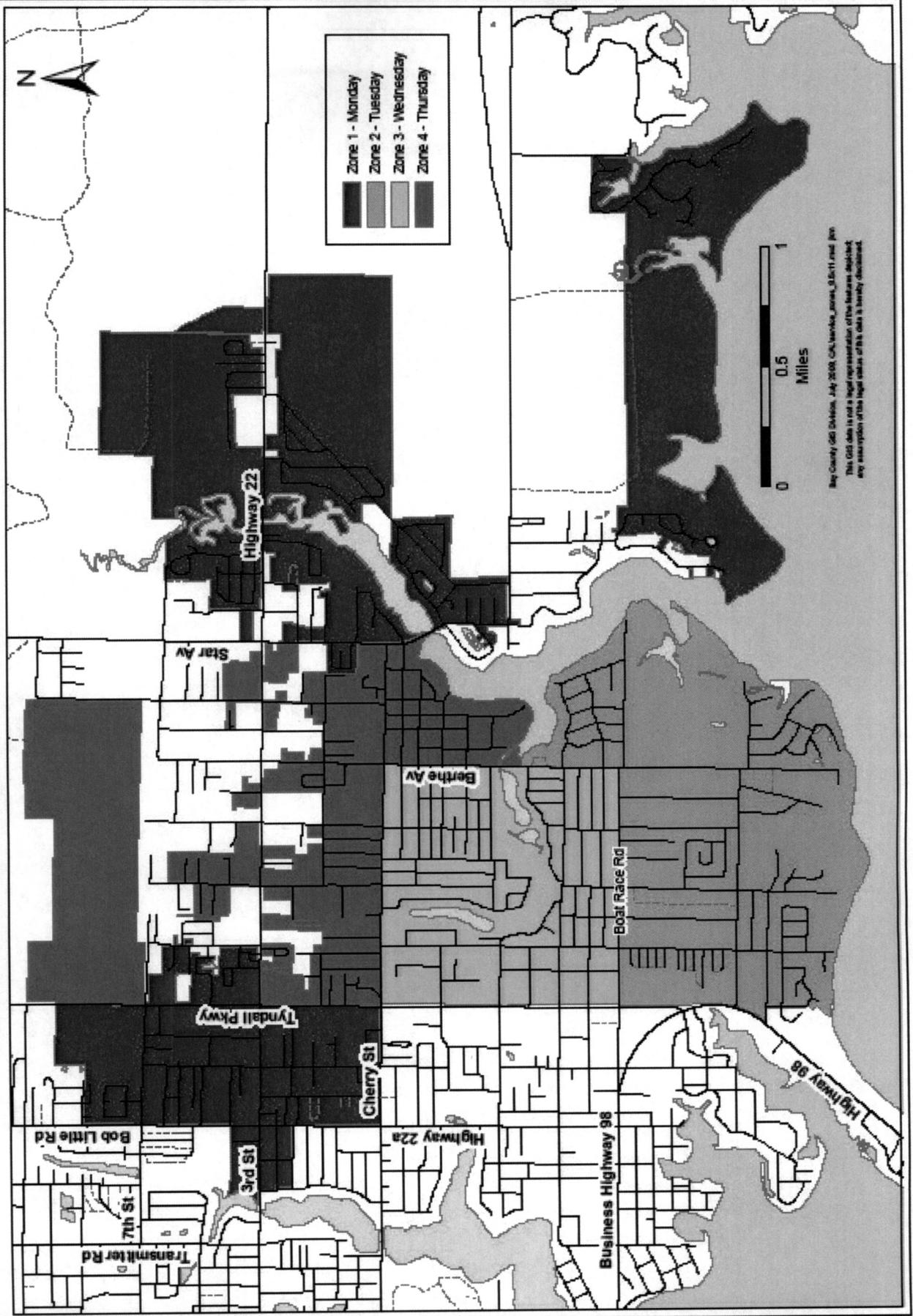
ATTACHMENT:

- Map of Solid Waste Service Zones

5. REQUESTED MOTION/ACTION:

It is recommended that the City Commission direct staff to draft a written solid waste collection policy to be adopted by Resolution.

City of Callaway Service Zones for Solid Waste Pick Up



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

June 23, 2015

Discussion of a Yard of the Month Program

<p>1. PLACED ON AGENDA BY: Pamn Henderson, Commissioner – Ward II</p>	<p>2. AGENDA:</p> <p>PRESENTATION <input type="checkbox"/></p> <p>PUBLIC HEARING <input type="checkbox"/></p> <p>CONSENT <input type="checkbox"/></p> <p>OLD BUSINESS <input type="checkbox"/></p> <p>REGULAR <input checked="" type="checkbox"/></p>
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3. IS THIS ITEM BUDGETED (IF APPLICABLE)?: Yes No
N/A

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

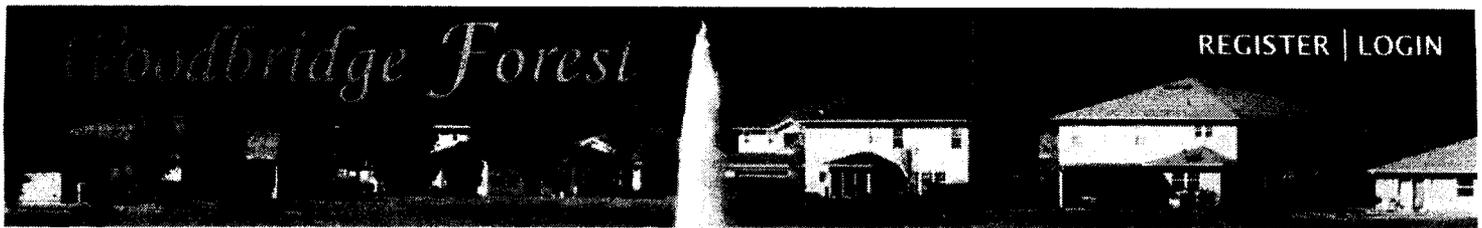
A number of cities and communities have a “Yard of the Month” program to award those who take pride in having a clean and beautiful yard. The City of Callaway can establish a similar program (see attached examples) and recognize the citizens who maintain beautiful yards. The program provides incentives to homeowner and encourages the improvement of residential lawns and neighborhoods. Typically a committee is established to review the nominations and recommendation to the elected body. Some may prefer to have the City Commission review and select the yard of the month. The owner of the property awarded “Yard of the Month” could be acknowledged by a certificate, a sign in the yard, and pictures etc. being placed on the city web site and in the monthly newsletter.

ATTACHMENT:

- Yard of the Month examples

5. REQUESTED MOTION/ACTION: THE COMMISSION DISCUSS AND DIRECT STAFF TO TAKE NECESSARY ACTIONS TO IMPLEMENT THE PROGRAM.

It is recommended that the City Commission direct staff to develop a “Yard of the Month” program.



Home	Neighborhood	Photo Albums	Calendar	Directory	Classifieds	Community	Discounts
----------------------	------------------------------	------------------------------	--------------------------	---------------------------	-----------------------------	---------------------------	---------------------------



Woodbridge Yard of the Month Contest

Yard of the Month in started in May 1 2012. As many citations handed out in 2011 were for yard issues, your BOD would like to give an incentive to maintaining a vibrant appearance of the neighborhood.

The Yard of the Month Program will be managed by the Covenants Enforcement Committee. Each month from May to October the CEC Committee will nominate no more than four (4) houses the last Thursday of the month. Committee members will review each

nominee prior to the CEC meeting and a vote will be taken in the closing portion of each month's meeting. These rules will stand in place until the end of the year and cannot change in the middle of a competition year. The rules will be reviewed for possible changes at the end of each competition year based on the results of that year.

Criteria:

- Owner must be in Good Standing with the Association.
- Lawn must follow authorized landscape in Architectural Guidelines
- Lawn- mowed, trimmed and weed free
- Edging- driveway, walks, curbs
- Shrubs, Bushes, and Trees- healthy, neatly pruned, in proportion/scale with home and terrain
- Unique landscaping or originality/creativity (especially coverage of unsightly pipes, etc...)
- Pleasant and overall appearance which makes the property an asset to the community
- Front yard to midpoint sides of yard will be judged
- Color (green grass, colorful alive plants, mulch, other landscape design material, etc...)
- House and driveway appearance clean (no unsightly debris, broken gutters, bent mailbox, etc.)
- Procedures
- Yard of the Month will be awarded end of May to end of October.
- Two (2) homes will be selected during each month
- Winners will have photo taken and published to Woodbridge website.
- Winners will also receive \$50.00 gift card to Lowe's or Home Depot (winner's preference).
- A Yard of the Month signs will be placed in the winning yards that conform to CCR standards for signage.
- Yard of the month winners will be posted on the bulletin board at the entrance.

Participants may only win Yard of the Month one time a year.

Should a homeowner decline to participate upon notification of winning, the second place house will become yard of the month.

*****Tip:** Florida Friendly Landscape is cheaper to maintain than a full yard of grass. It also allows for a lot of plant coverage providing ample color. It might be the way to go to win this competition.***



Care
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In-Home
Care
Solutions

Duval, St. Johns,
& Clay Counties



(904)
230-9220

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**City of Oxford
Yard of the Month
May – October**

Oxford is a beautiful community and we need to do all we can to keep it “Clean and Green”!

All residents are invited to participate in the Yard of the Month program. The City of Oxford’s “Yard of the Month” program is designed to foster this reputation, encourage beautification, and to recognize residents who take great pride in managing their yards. (manage their yards in an exemplary fashion.)

Eligibility Requirements:

- Property must be within the City limits.
- Resident must be willing to have photos taken and published on-line and in the paper.
- Resident must not have received a YOM award during the previous one-year period.

Guidelines for Administering:

- Program begins April and extends through October of each year. (Ballot boxes begin March and run through September)
- Recognition award is presented monthly at the Board of Commissioners meeting held the 2nd Tuesday of each month in the board room, City Hall, 3rd Floor.
- Nominations will be collected by the 20th of each month; reviewed, and scored by a designated staff committee. The top 5 scores from each month will be automatically re-entered for the next month’s review excluding the winner.
- Winner must be in good financial standings with the City
- Photos will be taken and published of the winning yard with the owners. A sign will be placed in the yard and will remain at that location for one month.
- Partnerships may be developed with local businesses to provide gift cards to monthly winners that can be spent in those stores. No monetary awards are to be provided by the town. In the event there are no sponsors, gift cards will not be provided.

How to Nominate:

Nominations may be made by anyone! Residents may self-nominate. To nominate a yard for an award, nomination cards and collection boxes can be found at the following locations FY 2014:

- City of Oxford Water Department/Finance Office
- Ace Hardware, Oxford
- Southern States, Oxford
- Steve’s Lawn and Garden, Oxford

Areas included in judging:

Only the front yard area in between the property lines and from the front elevation of the residence to the curb will be judged (The area visible from the street). The backyards on corner lots will not be included in judging.

Judging Criteria:

The following area(s) will be judged.

1. Front turf area(s) for aesthetic appearance. Color and uniformity of the turf, weed control, edging of turf along curbs, walkways and driveways.
2. Bed and any island areas in front of the residence: neatness and appearance of ground cover, coordination of shrubs, flowers and ornamentals. The appearance of trees.
3. Mailbox area: appearance of the ground cover, plant selection and any unique features that stand out.
4. New beautification efforts visible (planting of flowers, trees, grasses etc.)
5. Porch/stoop area: cleanliness, aesthetic appearance of potted plants, ornaments.
6. Any miscellaneous items added that makes a unique statement to the landscape.

City of Callaway Board of Commissioners Agenda Item Summary

June 23, 2015

Park Dedication/Name of Veterans Park

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

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

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

At the last regular meeting in May, the City Commission was approached with a request to rename Veterans Park to Robert C. Thompson Veterans Park. As directed, city staff reviewed the history of the park and a variety of options to honor veterans like Robert Thompson.

Veterans Park, located at 6000 Cherry Street, opened Veterans Day, November 11, 1994. During the opening ceremony, plaques were unveiled dedicating the Park, the Technical Sergeant Robert K. Hodges Pavilion, the F-15 Aircraft, and the Five Service monument. It was during this time that the City began the annual parade on Veterans Day.

Robert C. Thompson served as Mayor of Callaway in 2012 until his death. Mr. Thompson was a retired USAF Master Sergeant who was active in veteran affairs for the remainder of his life. He was a member of numerous veteran organizations. See attached for more information on Mr. Thompson.

Since the initial request to the City Commission, other Callaway citizens have requested the Park name be left unchanged.

Staff has researched several city-owned properties that may be suitable to dedicate and honor Mr. Thompson and other veterans. These include property on Lake Drive (donated by Bryant), property on Berthe Ave (former fire department site), and the vacant/unused areas in the recreational complex. Monuments, plaques and brick pavers are a popular way to recognize individuals and can be purchased by friends and family members. Attached are some sample pavers and monuments.

ATTACHMENT:

- Additional Information on Veterans Park
- Additional Information on Bob Thompson
- Sample Monuments

5. REQUESTED MOTION/ACTION:
For discussion purposes. No action required.

From: [Bill Brown](#)
To: [mayor abbot; Michael;](#)
cc: [Melba Covey; ralph hollister; bob pelletier;](#)
[Commissionerhenderson@cityofcallaway.com; pierre & Jean Champoux;](#)
[jim & janice Jennings; John L"Heureux; dolly andrew;](#)
Subject: veterans park
Date: Tuesday, May 19, 2015 2:20:25 PM

I have been approached with what I consider a great idea. Renaming Veterans Park on Cherry Street to Robert C. Thompson Veterans Park. Certainly no one I know did more for the Veterans and active duty Military than Bob. He worked with the late Medal of Honor winner Col. Bud Day to secure veterans health benefits. He was instrumental in getting the Military Welcome Center, which welcomes active and reserve units returning from combat deployments. He was an active member of all the veterans organizations (DAV, VFW, American Legion, Marine Corp League, AMVETS, ETC). He was active in providing retreats for wounded warriors. He was a member of the Bay County Veterans Council (as am I). I cannot recall all the of ways he helped veterans and active duty military. As a citizen of Callaway as well as Ex-Mayor, considering all the good he did for the military it is proper and fitting that the Park carry his name. Volunteers are ready to hit the streets with petitions. I hope this is not necessary. Please tell me what steps can be taken for this to happen.

From: George Smith
To: mfuller@cityofcallaway.com;
Subject: Veteran;s park
Date: Wednesday, June 10, 2015 12:29:40 PM

To Mayor Abbott and the Callaway Commissioners

When we named Veterans Park it was to honor ALL of the vets in Callaway and not any individual. I am totally opposed to re-naming the park or the Parkway....CC Callaway Commission Board members..

George Smith
smittynmo@aol.com



City of Callaway Newsletter

December 1994

Parade Herald's Opening of New Park

Veterans Park, located at 6000 Cherry Street, opened Veterans Day, November 11, 1994 with a parade and a very moving ceremony. Plaques were unveiled dedicating the Park, the Technical Sergeant Robert K. Hodges Pavilion, the F-15 Aircraft, the Five Services monument, and thanking the contributors for their time, effort, and money. The feedback regarding the activities has been positive and the City hopes to have a Veterans Day Parade annually.

The City of Callaway may adopt administrative guidelines for use of Veterans Park facilities from time to time as outlined and amended by Resolution of the Callaway City Commission. The Pavilion may be reserved on a first come, first served basis by registering with the City Clerk's office in advance of the date requested. Other facilities in Veterans Park may not be reserved. There is no charge for the use of the facilities in Veterans Park. However, the sponsor is responsible for cleaning up the Pavilion and surrounding areas following the event.

Christmas Tree Recycling Free!

The City of Callaway encourages all citizens to recycle. On Saturday, January 7, 1995 from 8:00 am to 12:00 pm at the

EMERGENCY NUMBERS FOR CALLAWAY

911

POLICE FIRE AMBULANCE

Your Commission is available to you. They can be reached at the following numbers:

- Mayor Hubert Rodgers 871-2530
- Ward I - Phillip Mayo 769-7723
- Ward II - James Sartain 871-5730
- Ward III - C. Thomas Lee 769-1655
- Ward IV - Ray Boevink 871-1993

Bay County Fairgrounds you can bring your Christmas tree and get it turned into mulch to take home and place in your landscape. All extra mulch is free to the public.

Planning Board Meeting Changes

Beginning January, 1995, the Planning Board will meet the First and Third Tuesday of each month. In the past, the Planning Board met the First and Third Thursday of each month.

January Newsletter

The City of Callaway's newsletter will not be produced for the month of January, 1995. The City will resume publication of the newsletter in February, 1995.

City Clerk Appointed To Seat Committee

The Callaway City Clerk, Judy S. Cumbeast, has been appointed to serve on the Florida Association of City Clerks' Professional Education Committee. This committee is responsible for developing education for City Clerks throughout Florida.

Code Enforcement Corner

As previously mentioned, we have a great new park here in Callaway - Veterans Park which is located at 6000 Cherry Street. For the smooth operation of Veterans Park and the comfort of everyone, there are rules and regulations which must be followed and maintained. The following rules and regulations apply at Veterans Park:

1. **Hours of Operation:** Veterans Park shall be open to the public from dawn until 10:00 pm each day.

2. **Prohibited Activities:** It shall be unlawful to ride bicycles, skateboards, skais, rollerblades or similar modes of transportation, except wheel chairs, in Veterans Park.

3. **Noise Control:** Ordinance 415, Section Noise Nuisances Prohibited, is hereby amended to include the following paragraph:

Veterans Park: The playing, using, or operating of any radio receiving set, musical instrument, phonograph or other machine or device for the producing or reproducing of sound in such a manner as to disturb the peace, quiet and comfort of persons within the area surrounding Veterans Park from 9:00 am until sunset with a volume louder than is reasonably necessary for the convenient hearing of voluntary listeners within Veterans Park is hereby prohibited. The playing, using, or operating of any radio receiving set, musical instrument, phonograph or other machine or device for producing or reproducing sound, as well as yelling, shouting, hooting, whistling or singing between sunset and 9:00 a.m. is hereby prohibited.

4. **Alcoholic Beverages:** No alcoholic beverages shall be consumed in Veterans Park.

5. **Animals Prohibited:** No domesticated animals shall be allowed in Veterans Park, except for seeing eye dogs.

6. **Penalties:** Any violation of the

NEW BUSINESS

Item # 5. Committee For Veterans Park Dedication
Commissioner Sartain reported on the status to date for the Veterans Park dedication including two meetings he had held with veterans organizations and presented slides on plans and quotes for the Veterans Park monument. Commissioner Sartain will contact governmental sources to see if bronze seals can be obtained and plans to send out quote information to all veteran groups and active duty personnel at Tyndall Air Force Base. The planned date for the dedication is November 11, 1994, which is Veterans Day. Commissioner Sartain requested that a committee in the City be appointed to put plans together, and suggested flyovers by T.A.F.B. and Hurlburt A.F.B., and a parade; and stated the Director of Public Works will get information on a "drop-in" by the Golden Knights from Fort Bragg (or possibly a group from Fort Benning). Commissioner Sartain moved to appoint the City Clerk Judy Cumbeast to put together a team of City employees for this committee. Second by Commissioner Mayo.

Four ayes

Commissioner Boevink absent

Item # 6. Water/Sewer Connections Inspections
Commissioner Sartain reported on the situation he had encountered with a citizen's complaint on his sewer bill resulting in the discovery that he had multiple hookups but was only paying for one and expressed the need to take action to direct Public Works to go out and make sure the City is collecting for multiple services. Public Works Superintendent Dennis Delapp responded that Public Works can smoke a suspicious situation which will reveal multiple hookups or an infiltration problem and reported that the systematic smoking of the entire system has been completed. Commissioner Sartain moved to direct Public Works to canvas the City and make sure anyone having multiple hookups is paying for the service. Second by Commissioner Mayo.

Four ayes

Commissioner Boevink absent.

Item # 7. Sewer Averaging
Commissioner Lee reported he was going to research the possibility of changing all customers sewer billing to actual; then stated he would withdraw this item at this time.

REGULAR COMMISSION MEETING

MARCH 26, 1991

TIME: 7:00 P.M.

Called to order by Mayor Rodgers at 7:07 p.m.
 Invocation by William Harrison
 Pledge to the Flag by Commissioner Sartain
 Roll Call - Commissioner Lee absent

Commissioner Mayo moved to approve the minutes from the regular meeting of March 12, 1991. Seconded by Commissioner Sartain.

4 ayes

Commissioner Sartain moved to approve accounts payable, seconded by Commissioner Mayo.

4 ayes

AGENDA

OLD BUSINESS

Item #1. City Attorney - Wastewater

No report at this time.

Item #2. City Clerk - Final Reading Ord 404: Animal Impound Fees
 Commissioner Mayo moved to approve the final reading of Ordinance #404 setting the fee for impounded animals. Seconded by Commissioner Boevink.

4 ayes

AUDIENCE PARTICIPATION

Mr. Willie Cantrell of 210 S. Star Avenue requested permission to construct a boat dock. The City Clerk, Mr. Waltrip, advised Mr. Cantrell that the city is waiting for the Corp of Engineers, DER and DNR to respond to some questions before granting approval.

Mr. Don Skipper spoke in support of Mr. Cantrell's request.

NEW BUSINESS

Item #3. Mayor Rodgers - Veterans Park Memorial
 Mayor Rodgers referred this item to Commissioner Sartain to discuss in conjunction with Item #5. Commissioner Sartain suggested placing a plaque at Veterans Park to memorialize the veterans from each of the conflicts the United States had been involved in. He further suggested the pavilion area be dedicated to the memory of Sgt. Robert Hodges who was killed in Operation Desert Storm.

Messrs. Norman Steinzor and Donald Skipper made recommendations. Regular Commission Meeting
 March 26, 1991

Commissioner Sartain moved to follow the concept of Veterans Park and dedication of the pavilion area as discussed. Seconded by Commissioner Mayo.

4 ayes

Item #4. Mayor Rodgers - Animal Control Contract
 Commissioner Mayo moved to approve the animal control contract with Bay County to extend to September 30, 1992. Seconded by Commissioner Boevink.

4 ayes

Item #5. Commissioner Sartain - Pavilion at Veterans Park
 Discussed under item #3.

Item #6. Commissioner Sartain - Add to name of Cherry St.
 Commissioner Sartain moved to add to the name of Cherry Street to become Cherry Street/Desert Storm Boulevard.

Mr. Steinzor and Ms. Fontaine offered suggestions for other names.

The item was then tabled for further recommendations.

Item #7. Director of Public Works - Planning Board Recommendation
 Withdrawn

Item #8. City Clerk - PAP Recommendation
 Commissioner Sartain moved to approve the PAP recommendation and hire three (3) part time dispatchers: Linda McCluskey, Christine Szymus and Donald McDaniel, at \$5.41 per hour and effective March 27, 1991. Seconded by Commissioner Mayo.

4 ayes

ADD ON

Item #9. Commissioner Sartain - 1/2 Cents Sales Tax Interlocal
 Commissioner Sartain moved to add this item to the agenda, Mayor Rodgers passed the gavel to Commissioner Boevink then seconded the motion.

4 ayes

Ms. Sue Fontaine addressed comments to the Commission.

Commissioner Sartain moved to:

i. Authorize the city attorney to relay the city's position to Bay County.



Dedicated In Memory Of
U.S. Air Force Technical Sergeant
Robert K. Hodges

Who Gave Our Country
The Ultimate Sacrifice During
Operation Desert Storm On

January 31, 1991

The City of Callaway
November 11, 1994

VETERANS PARK

DEDICATED NOVEMBER 11, 1994

BY THE

CITY OF CALLAWAY COMMISSION

MAYOR HUBERT L. RODGERS

COMMISSIONER JAMES P. MAYO

COMMISSIONER JAMES V. SARTAIN

COMMISSIONER G. THOMAS LEE

COMMISSIONER RAY G. BOEVINK



Say "Thank You"
To The Employees of the City of Callaway
For All Their Efforts In The Development of Veterans Park

JOHN H. ADAMS, JR.
DONALD A. ASH
ROBERT L. BARRETT
GENETTE R. BERNAL
JOHNNY BISHOP
DEBORAH F. BUSH
JOHNNY R. BUTTERWORTH
MICKEY O. CAMPBELL
HUBERT W. CHRISTMAS
JUDY S. COMBEST
SHELLY C. DAWSON
DENNIS A. DeLAPP
THOMAS C. DOSS

DOREEN M. GELDERT
ALBERT J. GLEASON
CHARLES E. GRIFFITH
ROBERT STEPHEN HALL
SARA ELAINE HOLBROOK
TRACEY L. KIRKLAND
MICHAEL R. KOROSKE
CYNTHIA A. LASSITER
DALE R. LINSTROM
FRANCES D. LITTLETON
PATRICK K. LUNDY
TIMOTHY M. McDONALD
JACK T. McKINNEY

DENNIS W. MENEZES
DONALD J. MINCHEW
G. FAYE OWENS
JAMES F. PEACOCK
FRED PETERSON
ROBERT E. PIERCY
LARRY W. ROACH, SR.
DEMARCUS ROBERSON
CAROLYN P. RYAN
KENNETH W. RYAN
DANIEL R. SCHROEDER
ROBERT I. SHOEMAKER
JAMES G. SMITH

LARRY E. STREICHELT
DONALD THOMPSON
PHILIP B. THOMAS
RHONDA T. TRUETT
GARY A. TURNER
GREGORY A. TURNER
JAMES D. WALLS
JOHN R. WARGO
WILLIAM M. WATRINS
ERLING R. WILKINSON
BRENDA WILLIAMS

Rear Admiral Stephen J. Hostettler, USN (Ret)



Rear Admiral Hostettler graduated from the U.S. Naval Academy in 1953 and was promoted to flag rank in May 1979. He retired from active duty in August 1986 after serving a career of 37 years. As a qualified Naval Surface Warfare Officer, he commanded a guided missile destroyer and cruiser. He was the Vice President of the Virginia Propulsion Division, Atlantic Research Corporation from 1987 to 1992. His last assignment in the Navy was as Director, Joint Cruise Missile Project Officer from 1982 to 1986. This assignment was marked by the completion engineering development and successful operational test and evaluation of the Navy's Tomahawk surface ship and submarine missile system. Rear Admiral Hostettler has been awarded the Defense Distinguished Service Medal, Legion of Merit, Defense Superior Service Medal, Bronze Star and Meritorious Service Medal.

Colonel Billy J. Mills, USAF (Ret)



Colonel Mills joined the Army in 1941, attended weather observers school, entered flight training and was assigned as an advanced flight instructor during World War II. He held numerous command assignments in the Air Transport Command, Military Air Transport Service, serving in the U.S.

Embassy in Japan, AF Communications Service, Air Materiel Command, 12th 13th 20th Air Forces. Service included being DOD's project manager of the joint US/Japan Air Weapons Control System for the Japanese Mainland. Retiring after 30 years as an active pilot with over 9,000 flying hours, he settled in Austin, TX in 1972. There, he worked with the State Government on the development and operation of a statewide telephone and data network. He retired in 1992 and is currently President of the local NAUS Chapter. He is also on the board of the Military Service Coalition and publishes periodic newsletters for both organizations.

Chief Warrant Officer William M. Ryerson, USA (Ret)



CWO4 Ryerson retired from active duty in 1972. While in the Army, his career assignments were in Personnel and Administration. He was awarded the Meritorious Service Medal with oak leaf cluster and the Army Commendation Medal with four oak leaf clusters. He was the organizer of the NAUS El Paso, TX Chapter and has served as both President and Secretary of the Chapter. CWO4 Ryerson has been a member of the NAUS Board of Directors.

Mrs. Clara Sasser, USAF Widow



At the age of 19, Mrs. Sasser began her career as a bookkeeper for a company, then as Paymaster for two large companies.

She then moved into real estate and has spent the last 32 years as a Real Estate Broker in both Washington and Hawaii. While in Hawaii in the 1970's, she assisted in creating SMW Chapter 25, immediately serving as a committee Chairman. In Tacoma, Mrs. Sasser served before forming SMW WAI Treasurer before forming SMW Chapter 37 in 1991. She was elected President and served for two years. Clara has served as SMW National Secretary and is currently the president-elect of the Society of Military Widows beginning her term in October 2002.

Master Sergeant Robert C. Thompson, USAF (Ret)



Master Sergeant Thompson existed in the Army in 1947 at age 15. He served mostly in general headquarters, Tokyo, Japan during the Army occupation and was discharged in 1950 as an E-4. He then enlisted in the Air Force and served until his retirement in 1968. His duties included supply, aircrew protection/survival, munitions missile site manager, first sergeant and NCO Club Manager. His overseas assignments included Japan, Korea, Greenland, England and Thailand. Since his retirement, MSgt Thompson has worked in the automobile business both for private companies and as owner. Currently, he is writer of a weekly newspaper column. He is past President and founder of NAUS Chapter FL10. He is also active in the Military Retiree Grass Roots Group along with other military/veterans associations.



Veterans News & Views

(EDITOR'S NOTE: Veterans News & Views is a column dedicated to making public important veterans' issues.)

ROBERT THOMPSON
THE NEWS HERALD

I wake up most mornings feeling good and ready to begin working on various veterans programs, including writing this column.

After a short while I am reminded that nearly 1,300 of my friends and comrades, retired veterans of World War II and the Korean War, will die today. Another 1,300 or so will die the next day, and so on, until we are gone without ever having realized the justice owed us by our government for whom we served for 20 or more years.

And the people failed us just as surely as did the Congresses both past and present, by permitting Congress to write into law several bills that affect only veterans, and are discriminatory in their nature.

Here are some of the programs I am involved in, through the next two weeks:

- Thursday, I attended a monthly meeting of the Retired Military Veterans of Florida and hosted a forum for candidates for Florida's Congressional District 2, for our district state representatives and for our county commissioners.
- On Friday, I attended a political rally for the governor in Panama City.
- Tuesday, I will be available, along with several other veterans, to help with transportation to the polls.
- Friday, I, along with others, will make a presentation to the Students of Altha in a program to Honor Veterans Day.
- Saturday, I will participate in a ball to help celebrate the

1/3-02 The News Herald

Marine Corps 227th birthday.

- On Monday Nov. 11, the Retired Veterans of Florida NAUS Chapter FL-10 and I will be in two Veterans Day Parades.
- On Tuesday Nov. 13, many of us will attend a veterans rally outside the VA Clinic in Pensacola.

I show you the above examples so when you read about the VA Clinic in Pensacola, you will understand why many of us have dedicated the rest of our active years to helping veterans and to see to it that the young people, presently serving in harm's way, will not have to rely on an uncaring country after they give their all.



Thompson

Below are some of the bills now before Congress, that I believe show discrimination against the military and military retirees:

- HR179 and S278 call for Keeping the Promise of no-cost health care as part of our retired benefits, taken away in 1956.
- HR303 and S170 calls for the elimination of disabled veterans from having to pay for their own disability compensation.
- HR699 calls for the Survivors Benefit Plan to be paid in full, after paying premiums for 30 years and reaching age 70.
- HR1232 and S305 repeal a two-tier annuity payment to sur-

vivors and returns to the previous payment of 55 percent instead of 35 percent of retirees' pay.

Military Retirees Survivors are the only government retired veterans that have to pay for their survivors benefit plan.

- HR5520 and S2903 call for adequate funding for veterans health care. Why should veterans have to beg for that which was promised?
- HR 5605 would bar the VA from deciding future disability claims for retirees if concurrent receipt is passed and from allowing an increase in the percentage of disability, due to age and progression of the disability.

■ HR 1983 asks for a revision to a law that requires only military retirees to pay former spouses divorce payments, based on their retired pay, not on the amount they earned at the time of divorce.

Will the next generation of warriors be as patriotic as their predecessors? Only if Congress proves to them that promises made to gain their service will be kept, and if we all elected patriotic people to lead them.

We did our job protecting this great nation and its people, now it's time the people repay us.

The author is a member of several veterans' organizations working with the Military Retired Grass Roots Group to improve the quality of life of all volunteer military forces and veterans. He can be contacted at BDB, c/o The News Herald, PO Box 1940, Panama City, FL 32402.

TyndallEye

Hospital hours

All Tyndall hospital services available 24 hours a day.



State of Florida
DEPARTMENT OF VETERANS' AFFAIRS

Office of the Executive Director

2540 Executive Center Circle West

Douglas Building, Suite 100

Tallahassee, Florida 32301

(850) 487-1533 fax (850) 488-4001

www.floridavets.org

Jeb Bush
Governor
Charlie Crist
Attorney General
Tom Gallagher
Chief Financial Officer
Charles Bronson
Commissioner of Agriculture

Rocky McPherson
Executive Director

September 5, 2003

Robert Thompson
7574 Kelsey Dr.
Panama City, FL 32404

Dear Bob,

Thank you for all of your diligent efforts in support of the recent dedication of the Clifford Sims State Veterans' Nursing Home. Your generosity of time and energy certainly contributed to the overall success of the ceremony.

Your "take charge" attitude quickly helped resolve one of the biggest challenges--where to park the greater number of cars expected for the dedication. Your research to find who owned the potential parking area at the end of Tram Road and the subsequent--and very productive--communications with the owner quickly provided a solution that allowed adequate and convenient parking. If only you could have done something about the rain!

Your enthusiasm to volunteer to do whatever was necessary was certainly very much appreciated. Each time we conduct one of these dedications, I marvel at the genuine sincerity of folks like you who are so willing and eager to help. No vested interest in the event other than "being a part" of something very special, seeking nothing in return, and reveling in the satisfaction that they made a difference. And you did, indeed, make a difference!

The staff and the veterans who will soon call this new facility their home are indeed fortunate to have you in their neighborhood. Please don't be a stranger to the Home. I hope you will be a regular visitor and volunteer.

I'm sorry we didn't have the opportunity to do an official presentation of your very generous \$1,000 on behalf of the Retired Military Veterans of Panama City. Please convey our appreciation to all who helped raise these funds.

Again, thank you for your great assistance.

Rocky McPherson
Executive Director

Preliminary Estimates for Park Monuments		
Monument	\$2000 - \$10000	each
Brick Pavers	\$20 - \$100	each
Benches	\$400 - \$700	each
land clearing/grading	\$2000 - \$5000	est
signage	\$500	each

[Home \(/default.aspx\) > Products \(/PRODUCTS/default.aspx\) > Bronze Plaques \(/PRODUCTS/default.aspx#bronze-plaques\) > Photo Gallery \(/PRODUCTS/BRONZE-PLAQUES/default.aspx\) > 30 by 40 Duty-Honor-Country Plaque](#)

'Duty, Honor, Country' Bronze Plaque

This veteran's plaque has a 3 dimensional sculpted portion and a text portion at the bottom. The text may be modified from the standard text shown at no additional charge. Some suggested alternate wordings are shown here ([/PRODUCTS/VETERANS-PLAQUES/Words/Veterans-Words.aspx](#)). Because of the top sculpting, this plaque is only available in 30 inches wide by 40 inches high.

This cast bronze veterans plaque is available for purchase from our [on line store](#). (<http://www.thebronzeplaque.com/store/SearchResult.aspx?CategoryID=7>)

Our "Duty, Honor, Country" plaque has 4 standard inscriptions to choose from or you can compose your own custom verse at no added cost.



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The Internet's Most Complete Site about Bronze Plaques

[Privacy Policy \(/Privacy.aspx\)](#) - [Terms of Use \(/Legal.aspx\)](#)

Cast Bronze Plaque with Oversize Sculpted Bas Relief

This image shows 2 cast bronze plaques mounted at the Hawaii Tropical Botanical Gardens. The top plaque is the sculpted bas relief and the bottom bronze plaque is used as the title.



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We're the lowest but just in case, we have a Lowest Price Guarantee.
 ed services are free. All customers receive discounts through our
 program and Bonus Bricks program.

available - call for additional information (Minimum 1,000 bricks)

re available in an assortment of colors. Visit the Products page for photos.

All of our pricing is listed below:



DESCRIPTION	CLICK ON BRICK BELOW	SIZE	4 x 8	8 x 8
Bricks (Clay)		3 5/8 x 7 5/8 x 1/2 3 5/8 x 7 5/8 x 2 1/4	\$19.00	
Bricks (Clay)		4 x 8 x 2 1/4	\$19.00	\$29.50
Bricks (Clay)		4 x 8 x 2 1/4	\$19.00	\$29.50

Concrete Bricks		4 x 8 x 2 3/8	\$24.00	\$34.50	\$39.50
Alfagres Tiles		4 x 8 x 1/2 8 x 8 x 1/2 12 x 12 x 1/2	\$19.00	\$29.50	\$32.00
Quarry Tiles		3 5/8 x 7 5/8 x 1/2 7 5/8 x 7 5/8 x 1/2	\$19.00	\$29.50	
Marble Tiles		4 x 8 x 1/2 8 x 8 x 1/2 12 x 12 x 1/2	\$36.00	\$40.00	\$45.00
Granite Tiles		4 x 8 x 1/2 8 x 8 x 1/2 12 x 12 x 1/2	\$41.00	\$45.00	\$50.00
Souvenir Bricks		1.5 x 3 x 1/2 3 x 3 x 1/2	\$10.00 (1.5x3x1/2)	\$13.00 (3x3x1/2)	

Pricing includes the brick, engraving and shipping. We can match customer's current bricks.

MISCELLANEOUS

TYPE	COST
▼	\$5.00
▼	\$50.00 (One-time Set-up Fee)
	\$ 5.00 Scanning Fee
ites ▼	\$ 8.00 Standard Certificates
	\$ 4.00 Electronic Certificates
▼	\$18.00 4 x 8 (must be ordered with regular engraved bricks)
	\$28.50 8 x 8 (must be ordered with regular engraved bricks)

Souvenir Bricks	\$10.00 (4 x 8 replica - 1.5" x 3.0") \$13.00 (8 x 8 replica - 3.0" x 3.0")
Benches	\$420.00
Arrays	\$30.00 (per every four bricks)
Additional Fees	\$15.00 - Orders of less than 10 bricks (total, not per brick)

FREE SHIPPING
LIFETIME GUARANTEE ON ALL PRODUCTS

* All brick pricing is for shipping within the continental United States.

BRICKS R US

Home Fundraising Products Services Pricing Contact

Benches

Home : Benches

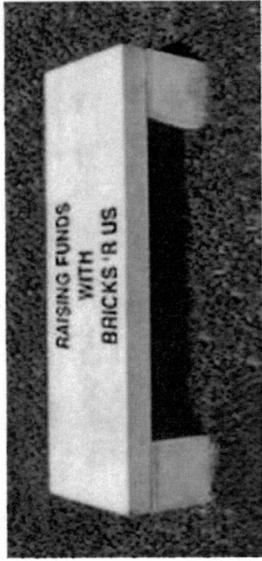
Engraved benches are a great way to memorialize someone special, dedicate from a class or organization, or just to raise some extra funds by engraving a corporation's name.



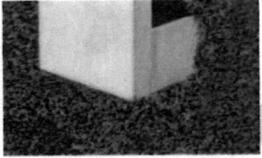
\$420.00
Weight 296 lbs. Height 17", 15 x 41"



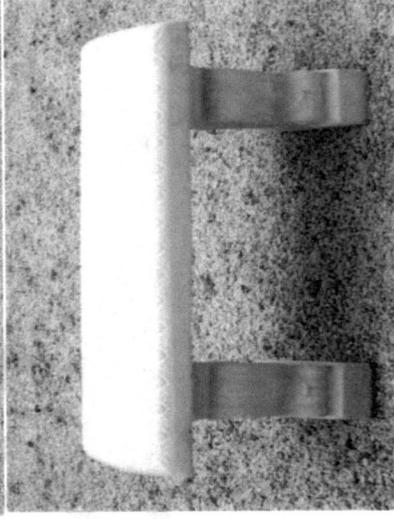
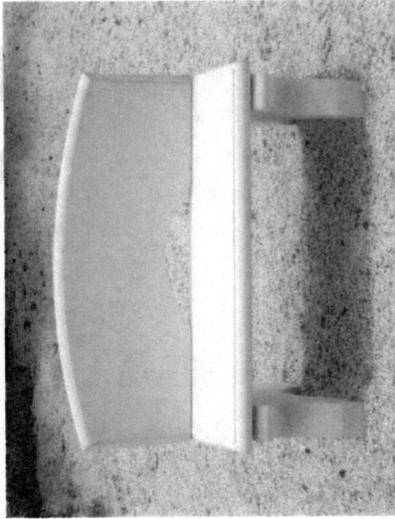
\$420.00
Weight 296 lbs. Height 17", 15 x 41"



\$895.00
Weight 641 lbs. 72 x 18"



\$895.00
Weight 641 lbs. 72 x 18"



Weight 396 lbs. Height 17" - Bottom 14 x 44, Back 44 x 12.5

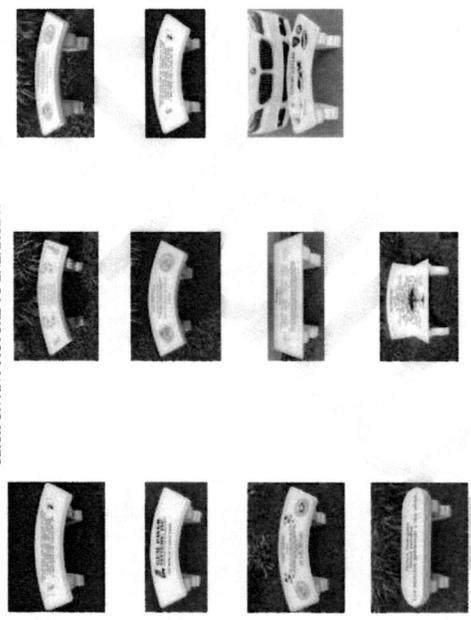
Weight 221 lbs. 13.5 x 40

\$640.00

\$420.00

PRICES INCLUDE SHIPPING
Logos Are Additional

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CLICK ON ANY PICTURE TO ENLARGE IT





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