



CITY OF CALLAWAY, FLORIDA

CITY HALL

6601 East Highway 22, Callaway, FL 32404

Phone 850-871-6000 • FAX 850-871-2444

www.cityofcallaway.com

Mayor

Thomas W. Abbott

Commissioners

Melba Covey

Pam Henderson

Bob Pelletier

Ralph L. Hollister

REGULAR MEETING

CITY OF CALLAWAY BOARD OF COMMISSIONERS

TUESDAY, FEBRUARY 23, 2016 – 6:00 P.M.

CALLAWAY ARTS & CONFERENCE CENTER

500 CALLAWAY PARK WAY

CALLAWAY, FL 32404

AGENDA

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

ROLL CALL

MAYOR'S INSTRUCTIONS

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

PRESENTATIONS / PROCLAMATIONS

- Presentation Employee of the Month Tim Legare
- Presentation 20 Year Service Plaque John P. Franklin
- Presentation Code Enforcement Board Tony Mullinax, Chairman
- Presentation Bay County Sheriff's Office Lt. Michael Branning

PUBLIC PARTICIPATION

- Citizens must complete a Public Participation form prior to the meeting and submit it to the City Clerk to be called and recognized at the podium.
- Speakers must come to the podium to be heard.
- Public Participation will be heard at the beginning of the meeting only.
- Comments are limited to three (3) minutes.

APPROVAL OF MINUTES

- Jan. 25, 2016 Regular Workshop
- Jan. 26, 2016 Regular Meeting

CONSENT AGENDA

- Item # 1 **Financial Update** – “Budget-in-Brief” – City Manager
- Item # 2 **Budget Amendments** – City Manager
- Item # 3 **AWT Mediation Agreement** – City Manager
- Item # 4 **Architect Agreement** – City Hall Renovations - City Manager
- Item # 5 **Surplus** – City Manager/City Clerk
- Item # 6 **National Museum of The United States Air Force** - Loan and Static Display Program
City Manager

OLD BUSINESS

Item # 7 WOW Contract – Discussion of Options – City Manager

REGULAR AGENDA

Item # 8 Resolution 16-03 - TAP - Sidewalk/Bicycle Lane - Boat Race Rd.- City Manager
Item # 9 Resolution 16-04 - TAP - Sidewalk/Bicycle Lane - Wallace Rd.- City Manager
Item #10 Resolution 16-05 - TAP - Sidewalks (Both Sides) - Cherry St.- City Manager
Item #11 Resolution 16-06 - TAP - Sidewalks - Yellow Bluff Rd. - City Manager
Item #12 Resolution 16-07 - TAP - Sidewalk/Bicycle Lane - Bob Little Rd.- City Manager
Item #13 Resolution 16-08 - Municipal Securities Post-issuance Disc. Policy – City Manager
Item #14 Resolution 16-09 - Application for FL Boating Improvement Prog. - City Manager
Item #15 Water Meter Install – Update - City Manager

COMMISSION COMMENTS

ANNOUNCEMENTS

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

- Feb. 25, 2016 6:00 P.M. Code Enforcement Meeting
- Mar. 22, 2016 6:00 P.M. Regular Workshop
- Mar. 23, 2016 6:00 P.M. Regular Meeting



Janice L. Peters, MMC
City Clerk

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

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

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

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

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

Employee of the Month

January 2016

Presented to

Tim Legare

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

Mayor

City Manager

**CITY OF CALLAWAY
BOARD OF COMMISSIONERS
REGULAR WORKSHOP MINUTES
JANUARY 25, 2016 – 6:00 P.M.**

The Callaway Commission met in workshop session with Thomas Abbott, Mayor, Commissioners Pam Henderson, Bob Pelletier and Ralph Hollister in attendance. Also present was J. Michael Fuller, City Manager; Kevin Obos, City Attorney; Janice L. Peters, City Clerk; Beverly Waldrip, Finance Director; Tim Legare, Leisure Services Director; Bill Frye, Zoning & Code Enforcement; David Joyner, Fire Chief; Trevor Noble, Public Works Director and Lisa Koepke, Assistant to the City Manager.

The meeting was called to order by Mayor Abbott, followed by an invocation and the Pledge of Allegiance.

CONSENT AGENDA

Commissioner Covey advised she will request to move Items 2, 3, and 4 to the regular agenda at tomorrow night's meeting.

Financial Update - "Budget-in-Brief"

Commissioner Pelletier asked the status of the monthly reconciliation. City Manager Fuller advised reconciliations are done through December. Finance Director Waldrip advised Alice Bennett has finished working. Commissioner Covey asked for information on how long she worked and how much we paid for her services. She confirmed that monies budgeted for Springbrook were used to pay for Ms. Bennett's services, since there was no single audit.

Bid Award – CM2016-01 Telecommunications Services

City Clerk Peters confirmed that this was the only bid received. Commission, in light of all the problems the City had with their services, did not feel comfortable awarding the bid to WOW. Discussion of the issues ensued.

Tammy Stewart, WOW representative, reviewed the current services being received, as well as their proposal to add to the bandwidth and rewire City Hall and the Department of Public Works.

Commissioner Pelletier felt the problem is the internet is intertwined with the phone system. Discussion followed of splitting the two, as well as purchasing a separate PBX system. Options were discussed and Commission consensus was that the system needs to be separated. The City will continue with WOW on a month-to-month service until a solution is reached.

Commissioner Covey reviewed a verbal agreement she had with Jody from WOW's Dothan office for a credit in the amount of one month's costs because of lack of training. Ms. Stewart advised she will follow up.

Grant Acceptance/Approval to Issue Bid – Hwy. 2297 Water Main Relocation

Task Order – Preble-Rish – Hwy. 2297 Water Main Relocation

The grant process was reviewed, along with the part Preble-Rish is playing in the project, as well as cost projections. City Manager Fuller advised he is still waiting on the grant money, which is approved and expected mid-February. He is hoping for a completion date in April.

PUBLIC HEARING(S)

City Attorney Obos advised this will be the second reading of the listed ordinances, which have all been advertised for public hearings.

Ordinance No. 962 – Small Scale Comp Plan Amendment - Request to change the Future Land Use Map for the property at 6505 Cherry Street, FL, from Low Density Residential To Public Buildings And Facilities. – City Manager

Ordinance No. 963 - Rezoning Application of property located at 6505 Cherry Street, Callaway, Florida, from Residential R-6M to Institutional Professional. – City Manager

Ordinance No. 964 – Reduction of Transportation Impact Fees

REGULAR AGENDA

Resolution No. 16-01 – Abatement Lien

Resolution No. 16-02 – Code Enforcement Fines Lien

City Attorney Obos reviewed the two liens, one of which is for non-compliant fees and the second is for cleaning of the property, which the City has already paid for. Ad valorem tax assessment liens can only be for improvements.

Garden Cove Road Speed Bump Petition – City Manager

The demographics of the street and options were reviewed. City Manager Fuller indicated costs reflect two speed bumps and signage and reviewed the findings of the Sheriff's Department. Lt. Branning advised findings show that the presence of the speeding monitor prevents speeding. Commissioner Covey felt approval would create more petitions for speed bumps within the city.

Advisory Board Appointments – City Manager/City Clerk

Commissioner Henderson noted that most of the committees, such as the Audit Committee, do not meet on a regular basis. City Manager Fuller advised the Auditors will be on hand to present an update to Commission at tomorrow's meeting.

The responsibilities of the boards were discussed. City Clerk Peters reviewed board expirations and advised she will continue to work on consolidation of the boards and advertising of vacancies.

Sandy Creek Financials – Commissioner Covey

Commissioner Covey indicated she wants to know how many man hours are being spent at Sandy Creek by City employees and what it's costing the City; a full documentation of expenses showing that Sandy Creek is paying for itself. The financials provided by City Manager Fuller, which included repair and maintenance, was reviewed and discussed. Commissioner Hollister pointed out that when the City acquired Sandy Creek it also collected close to a million dollars in connection fees, which was used to pay down the infrastructure bonds. City Attorney Obos advised that special capital extension fees and impact fees were collected and will be collected on all new homes built. This will cover needed future repairs. City Manager Fuller and Finance

Director Waldrip further reviewed documented costs. Commissioner Covey requested the total revenue from when Sandy Creek was acquired, which will be provided.

Emergency Numbers After Hours– Commissioner Covey

Commissioner Covey elaborated on the last large break that happened in the City, citing the inability of citizens to call city hall after hours, as well as the inability to transfer to another person once the phone message system is accessed. Changes discussed with WOW and recommendations from Commission were reviewed, which City Manager Fuller will further review for implementation.

PUBLIC PARTICIPATION

Mayor Abbott advised he had spoken with John Piercy and encouraged him to plan out the year of events and submit to the Commission so the City and the Historical Society can work together for the betterment of the Society.

Brigid Johnson, 7509 Melody Lane, spoke about drainage accumulating at the end of Melody Lane, because of clogged grates, which has begun to smell.

Bill Brown, Howard Rd., asked about the bridge project on Hwy. 2297. City Manager Fuller advised it is a Bay County project. Mr. Brown, referencing Sandy Creek, alluded to Commission as having said Sandy Creek would never cost the tax payers any money and that a separate account would be set up to keep those funds separate. Mayor Abbott felt at the time, and still feels, that Sandy Creek will pay for itself. Mayor Abbott advised not formal Commission action was taken along those lines.

Mayor Abbott advised he would not be in attendance at tomorrow's meeting.

ADJOURNMENT

There being no further business, the meeting was adjourned at 8:35 p.m.

Janice L. Peters, MMC, City Clerk

Attest: _____
Mayor

**CITY OF CALLAWAY
BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
JANUARY 26, 2016 – 6:00 P.M.**

The Callaway Commission met in regular session with Pam Henderson, Mayor Pro tem and Commissioners Bob Pelletier and Ralph Hollister. Also present was J. Michael Fuller, City Manager; Kevin Obos, City Attorney; Janice L. Peters, City Clerk; Beverly Waldrip, Finance Director; Tim Legare, Leisure Services Director; David Joyner, Fire Chief; Trevor Noble, Public Works Director and Lisa Koepke, Assistant to the City Manager. Mayor Thomas Abbott and Commissioner Melba Covey were absent.

The meeting was called to order by Mayor Pro tem Henderson, followed by an invocation and the Pledge of Allegiance.

Mayor Pro tem Henderson called for changes to the agenda.

Commissioner Pelletier asked that Item #2 be removed from Consent to the first item on the Regular Agenda.

PRESENTATIONS

15-Year Service Plaque – Dustin R. Crum

Mr. Crumb was not in attendance.

15-Year Service Plaque – Mike Jacobs

Commission presented Mr. Jacobs with his 15-year service plaque and thanked him for his service.

Employee of the Month – Tarrell Phillips

Commission presented Mr. Phillips with a certificate of appreciation as Employee of the Month for December, 2015, and thanked him for his service.

Audit Update – Angela Balent, Warren Averett

Ms. Balent announced that Warren Averett now has an office in Panama City and invited all to an open house on Thursday at 4:00.

She advised audit field work has been completed for the year ending September 30, 2014, to the extent possible. No federal single audit was needed as the years as the total federal expenditures were just under the \$500,000.

She indicated items needed to finish the audit include:

- June 13, 2015, Actuarial Valuation for the Florida Retirement System
- The Audit for the Military Point Advanced Wastewater Treatment Facility

Draft financial statements will have to be extended but they are going to try to have the audit complete by March 31st. Ms. Balent will keep the City informed of the progress.

Audit adjustments included a correction in franchise fee revenues in the amount of \$88,000 record franchise fee revenue that was recorded twice and had to be corrected.

The comments made in the 2013 audit improvements have been made but there is still work to be done on the timeliness of the monthly closing process. Going forward Ms. Balent recommended the continued work in the following areas:

- Formalized IT third party risk assessment,
- UB Exception Reporting - segregation of duties,
- Written policy and procedures relating to accounting,
- Internal budget - non-compliance.

Commissioner Pelletier asked what seems to be the problem in reconciliations and keeping up with them month to month. Ms. Balent advised the finance staff is stretched thin and recommended adding a staff person. She felt the software integration could also play a part. Deposits are on track at this time and there have been a lot of initiatives and improvements from last year.

Bay County Sheriff's Office Report

Lt. Branning reviewed statistics for the month of December as follows:

Miles Patrolled	-	13,955	Traffic Stops	-	83
Calls for Service	-	1,007	Citations Issued	-	81
Arrests Made	-	77	Traffic Crashes	-	43

He, along with City Manager Fuller, gave Commission an update of their findings regarding the Garden Cove Road speed bump petition. He advised that long-term the speed bumps are a solution and he did not foresee the neighboring streets experiencing an increase of speeding. Should Commission approve the petition, he recommended the longer shorter height speed bumps.

Lt. Branning advised an arrest has been made in the Shadow Bay shooting.

PUBLIC PARTICIPATION

Ron Fairbanks, 732 Mark Drive, commented on the telecommunications bid. Regarding Sandy Creek, he asked if buying the water and sewer operation was a compassionate move or an investment move on the part of the City. City Attorney Obos felt it to be a little of both as their system had failed.

Brigid Johnson, 7509 Melody Lane, advised Department of Public Works staff cleaned up the drainage problem but the biggest problem is that people are parking on their lawns and tracking mud onto the street, which then washes into the drainage system.

City Manager Fuller advised the ditches and drain was cleaned out and in the interim staff will consider long-term solutions.

Paul Shaner, 5711 Kevin Circle, advised he was not in favor of speed bumps on Garden Cove Road. He recommended writing more tickets.

MINUTES

Dec. 14, 2015 Regular Workshop
Dec. 15, 2015 Regular Meeting

Mayor Pro tem Henderson advised she had spoken with City Clerk Peters regarding ministerial corrections to the minutes of December 15th.

Motion:

Motion was made by Commissioner Hollister and seconded by Commissioner Pelletier to approve the minutes as amended. Motion carried unanimously upon roll-call vote.

CONSENT AGENDA

Financial Update – “Budget-in-Brief” – City Manager

Grant Acceptance/Approval to Issue Bid – Hwy. 2297 Waterline Relocation – City Manager

Task Order – Preble-Rish – Hwy. 2297 Waterline Relocation – City Manager

Motion:

Motion was made by Commissioner Pelletier and seconded by Commissioner Hollister to approve the consent agenda items 1, 3 and 4. Motion carried unanimously upon roll-call vote.

PUBLIC HEARING(S):

Ordinance No. 962 – Small Scale Comp Plan Amendment - Request to change the Future Land Use Map for the property at 6505 Cherry Street, FL, from Low Density Residential to Public Buildings and Facilities.

City Attorney Obos read Ordinance No. 962 by title as follows:

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF CALLAWAY, ACTING UPON THE APPLICATION OF WAT BUDDHASAENGDHAM, INC. DESIGNATING FOR PUBLIC BUILDINGS & FACILITIES FUTURE LAND USE A CERTAIN PARCEL OF LAND LYING WITHIN THE CITY OF CALLAWAY, FLORIDA, CONSISTING OF APPROXIMATELY 2.21 MORE OR LESS ACRES; SAID PARCEL IS LOCATED AT 6505 CHERRY STREET, CALLAWAY, FLORIDA, AS MORE PARTICULARLY DESCRIBED IN THE BODY OF THE ORDINANCE; AMENDING THE CITY'S FUTURE LAND USE MAP FOR PUBLIC BUILDINGS AND FACILITIES DESIGNATION FOR THE PARCEL; REPEALING ORDINANCES OR PARTS OF ORDINANCE IN CONFLICT HEREWITH; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AS PROVIDED BY LAW.

City Manager Fuller advised that the Planning Board, at their meeting November 24, 2015, recommended approval.

Motion:

Motion was made by Commissioner Hollister and seconded Commissioner Pelletier for approval of Ordinance No. 962. Motion carried unanimously upon roll-call vote.

Ordinance No. 963 - Rezoning Application of property located at 6505 Cherry Street, Callaway, FL, from Residential R-6M to Institutional Professional.

City Attorney Obos read Ordinance No. 963 by title as follows:

AN ORDINANCE REZONING FROM R-6M SINGLE FAMILY RESIDENTIAL TO I-P INSTITUTIONAL PROFESSIONAL, THAT CERTAIN PARCEL OF LAND LYING WITHIN THE CITY OF CALLAWAY, FLORIDA, CONSISTING OF APPROXIMATELY 2.21 ACRES; LOCATED AT 6505 CHERRY STREET,

CALLAWAY, FLORIDA, AS MORE PARTICULARLY DESCRIBED IN THE BODY OF THE ORDINANCE; REPEALING ORDINANCES OR PARTS OF ORDINANCE IN CONFLICT HEREWITH; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AS PROVIDED BY LAW.

Motion:

Motion was made by Commissioner Pelletier and seconded by Commissioner Hollister for approval of Ordinance No. 963. Motion carried unanimously upon roll-call vote.

City Manager Fuller advised that the Planning Board, at their meeting November 24, 2015, recommended approval.

Ordinance No. 964 – Reduction of Transportation Impact Fees.

City Attorney Obos read Ordinance No. 964 by title as follows:

AN ORDINANCE OF THE CITY OF CALLAWAY, FLORIDA, TEMPORARILY REDUCING BY 100% THE CITY OF CALLAWAY'S TRANSPORTATION IMPACT FEE PREVIOUSLY ESTABLISHED BY ORDINANCE 862; PROVIDING FOR REINSTATEMENT OF THE AMOUNT OF IMPACT FEES; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

Motion:

Motion was made by Commissioner Pelletier and seconded by Commissioner Hollister for approval of Ordinance No. 964. Motion carried unanimously upon roll-call vote.

REGULAR AGENDA

Bid Award – CM2016-01 Telecommunications Services – City Manager

Motion:

Motion was made by Commissioner Hollister and seconded by Commissioner Pelletier for approval of the bid award to WOW. Motion failed unanimously upon roll-call vote.

Commissioner Pelletier recommended moving forward on a month-to-month basis with WOW. City Manager Fuller advised we can do that but the rates may change on February 28th.

Mayor Pro tem Henderson asked about rebidding, with multiple options within the bid. City Clerk Peters advised this can be done and staff will review.

Resolution No. 16-01 – Abatement Lien

City Manager Fuller reviewed the abatement.

City Attorney Obos read Resolution No. 16-01 by title as follows:

A RESOLUTION OF THE CITY OF CALLAWAY FLORIDA APPROVING AMOUNTS TO BE LIENED ON CERTAIN PROPERTIES WITHIN THE CITY TO WIT 6237 BRYAN WAY FOR COSTS INCURRED IN THE ABATEMENT OF NUISANCES UPON SUCH PROPERTY, AUTHORIZING CERTAIN OFFICERS TO RECORD THE LIEN

Motion:

Motion was made by Commissioner Pelletier and seconded by Commissioner Hollister for approval of Resolution No. 16-01. Motion carried unanimously upon roll-call vote.

Resolution No. 16-02 – Code Enforcement Fines Lien

City Attorney Obos reviewed the fines and read Resolution No. 16-02 by title as follows:

A RESOLUTION OF THE CITY OF CALLAWAY, FLORIDA, APPROVING AMOUNTS TO BE LIENED ON CERTAIN PROPERTY WITHIN THE CITY TO WIT: 6237 BRYAN WAY FOR FINES, FEES AND COSTS INCURRED IN FAILING TO COMPLY WITH THE CALLAWAY CODE OF ORDINANCES, AUTHORIZING THE APPROPRIATE OFFICERS OF THE CITY TO RECORD THE LIEN AND NOTIFY INTERESTED PARTIES OF SUCH LIEN, AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

Motion:

Motion was made by Commissioner Pelletier and seconded by Commissioner Hollister for approval of Resolution No. 16-02. Motion carried unanimously upon roll-call vote.

Garden Cove Road Speed Bump Petition

City Manager Fuller reviewed the request and procedures taken in conjunction with the Sheriff's Office, as well as types and cost of the speed bumps with signage. Staff recommended the asphalt speed bump. Director Noble advised staff would make the asphalt speed bumps to FDOT standards. Mayor Pro tem Henderson advised she preferred tickets to speed bumps. Commissioner Hollister recommended a gentler speed bump if approved.

Motion:

Motion was made by Commissioner Hollister and seconded by Commissioner Pelletier to approve the petition. Motion failed unanimously upon roll-call vote.

Advisory Board Appointments

City Clerk Peters asked Commission to approve appointments to the boards individually, as well as approve extension of current terms to December 31st of the respective term year. Those whose terms end in January through June would revert to December 31st of the previous year and those whose terms end in July through December would extend to December 31st of their current term.

Motion:

Motion was made by Commissioner Hollister and seconded by Commissioner Pelletier for approval to end all board terms on December 31st of their respective year. Motion carried unanimously upon roll-call vote.

Audit Committee Trevor Noble
 Oscar Martinez

City Clerk Peters pointed out that there is only one member left on the Audit Committee, Commissioner Henderson. However, two employees have applied for the employee member position, one of which is a city resident as well.

Motion:

Motion was made by Commissioner Pelletier and seconded by Commissioner Hollister for approval to appoint Trevor Noble to the Employee position and Oscar Martinez to a citizen position. Motion carried unanimously upon roll-call vote.

Code Enforcement Board Jean Champoux

City Clerk Peters advised there is a vacancy left by Joe Volpi, who resigned, and the expired term of Ms. Jean Champoux, who reapplied.

Motion:

Motion was made by Commissioner Pelletier and seconded by Commissioner Hollister for reappointment of Jean Champoux to the Code Enforcement Board for a 3-year term ending December 31, 2018. Motion carried unanimously upon roll-call vote.

Planning Board Bob Bell
 Kevin Matthews
 Ed Williams

City Clerk Peters advised there are three expiring terms on the Planning Board. All three members applied for reappointment.

Motion:

Motion was made by Commissioner Pelletier and seconded by Commissioner Hollister for reappointment of members Bell, Matthews and Williams. Motion carried unanimously upon roll-call vote.

Sports & Recreation Board

City Clerk Peters indicated all member terms are expired and no one applied for reappointment. She will however, reach out to the expired board members again and will bring back to Commission for appointment. The resolution establishing the Sports and Recreation Board did not have term limits stated. City Clerk Peters will bring an amended resolution back as well.

Sandy Creek Financials – Commissioner Covey TABLED

Emergency Numbers After Hours – Commissioner Covey TABLED

City Manager Fuller advised WOW was able to change the City Hall after hour’s numbers to reflect a number to call for emergencies or issues.

COMMISSION COMMENTS

Bob Pelletier, Commissioner, Ward III

Reconciliations

Commissioner Pelletier thanked the Finance Director and City Manager for their continued efforts to reconcile the books.

Water Meter 2nd Cycle of Installations

He also inquired as to the status of the second cycle of water meter installations. Public Works Director Noble advised installation should begin by the end of February and be complete by June.

Oscar Martinez indicated the City's Foreman does the quality control inspections by spot-checking. There are currently 30% of the meters installed.

Commissioner Pelletier asked staff to look at replacing the commercial meters as well, which was discussed. Staff indicated there are about 20 commercial meters. City Manager advised staff will investigate and provide information at the next meeting.

Pamn Henderson, Mayor Pro tem

Commission Items

Mayor Pro tem Henderson asked that Commission Items include detail as to what the submitting Commissioner would like to talk about.

Commission Email

Mayor Pro tem Henderson advised she is having trouble accessing her City email account. City Clerk Peters will have IT contact her to resolve the issue.

AWT Agreement

Mayor Pro tem Henderson asked progress is being made. City Attorney Obos advised mediation went well and progress is being made.

Michael J. Fuller, City Manager

Florida Municipal Insurance Trust for Property and Casualty

City Manager Fuller advised a return premium in the amount of \$5,251 was received.

Springbrook UB Training

He advised UB Training with Springbrook has been scheduled for Monday, Feb. 8th through Friday February 12th.

Thank You Note

He referenced a thank you notice to the Fire Department from a citizen in appreciation of their help over the years during his extended illness.

ANNOUNCEMENTS

Mayor Pro tem Henderson read the announcements.

ADJOURNMENT

There being no further business, the meeting was adjourned at 7:22 p.m.

Janice L. Peters, MMC, City Clerk

Attest: _____
Mayor

**CITY OF CALLAWAY
BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY**

DATE: FEBRUARY 23, 2016

ITEM: FINANCIAL UPDATE

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

2. AGENDA:
PRESENTATION
PUBLIC HEARING
CONSENT
OLD BUSINESS
REGULAR

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

N/A

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

Please see the attached "Budget-In-Brief" financial statement as of January 31, 2016.

ATTACHMENT:

- BUDGET-IN-BRIEF

5. REQUESTED MOTION/ACTION:

For review only. No action required.



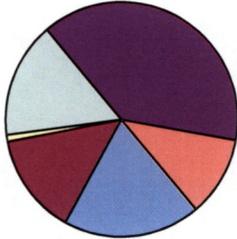
CITY OF CALLAWAY

Fiscal Year 2016

BUDGET-IN-BRIEF as of January 31, 2016

33% of Year Elapsed

YTD-Citywide Expense Allocation



- Operating 19.1%
- Personnel Svc 14.0%
- Non-Operating 0.9%
- Transfers 15.9%
- Principal Debt Pmts 39.0%
- Capital 11.1%

General Fund Revenues

Revenues	Budget	Year-to-Date	%
Advalorem Taxes	1,003,362	823,319	82.1%
Other Taxes	1,918,340	617,819	32.2%
Permits, Fees, & Licenses	1,013,650	172,600	17.0%
Grants & Shared Revenue	1,948,165	492,047	25.3%
Service Charges	157,650	57,286	36.3%
Judgements, Fines, & Forfeits	4,400	641	14.6%
Interest & Other Earnings	4,550	1,215	26.7%
Rents & Royalties	59,500	15,634	26.3%
Sales of Fixed Assets	30,200	-	0.0%
Contributions & Donations	2,500	633	25.3%
Miscellaneous Revenue	300	283	94.3%
Total Revenues	\$ 6,142,617	\$ 2,181,477	35.5%

General Fund Expenditures

Expenditures	Budget	Year-to-Date	%
Executive (Commission)	58,648	18,465	31.5%
City Manager	233,719	77,799	33.3%
Finance	247,761	114,541	46.2%
Legal	110,000	40,481	36.8%
Planning & Code Enforcement	315,752	42,368	13.4%
Information Technology	69,150	15,849	22.9%
Elections	6,250	-	0.0%
General Government	306,146	95,366	31.2%
Law Enforcement	1,483,300	494,324	33.3%
Fire Department	1,069,608	335,516	31.4%
Streets	1,144,794	378,984	33.1%
Maintenance Shop	210,482	72,465	34.4%
Leisure Services	804,008	280,890	34.9%
Transfers	977,218	1,311,213	134.2%
Total Expenditures	\$ 7,036,836	\$ 3,278,261	46.6%

General Fund Increase/Decrease to Fund Balance

	Budget	Year-to-Date
Incr / (Decr) to Fund Balance	(894,219)	(1,096,784)

Community Redevelopment Fund

	Budget	Year-to-Date	%
Revenues & Trfrs In	23,573	11,266	47.8%
Expenditures	102,750	9,013	8.8%
Incr / (Decr) to Fund Balance	(79,177)	2,253	

Debt Service Fund

	Budget	Year-to-Date	%
Transfers In	1,431,305	1,447,235	101.1%
Debt Service Pmts.	1,431,305	1,447,235	101.1%
Incr / (Decr) to Fund Balance	-	-	

Capital Projects Fund

	Budget	Year-to-Date	%
Revenues & Trfrs In	810,325	-	0.0%
Expenditures	810,325	365,620	0.0%
Incr / (Decr) to Fund Balance	-	(365,620)	

Water Fund

	Budget	Year-to-Date	%
Revenues & Trfrs In	2,761,750	872,529	31.6%
Expenses & Trfrs Out	6,466,602	3,006,688	46.5%
Incr / (Decr) to Net Assets	(3,704,852)	(2,134,159)	

Sewer Fund

	Budget	Year-to-Date	%
Revenues & Trfrs In	4,359,200	1,408,611	32.3%
Expenses & Trfrs Out	9,412,069	859,910	9.1%
Incr / (Decr) to Net Assets	(5,052,869)	548,701	

2015 Bond principal contributions were not recorded as an expense.

Solid Waste Fund

	Budget	Year-to-Date	%
Revenues	581,800	193,141	33.2%
Expenses & Trfrs Out	519,259	140,593	27.1%
Incr / (Decr) to Net Assets	62,541	52,548	

Citywide Increase/Decrease to Fund Balance / Net Assets

	Budget	Year-to-Date
Incr / (Decr) to Fund Balance/Net Assets	(9,668,576)	(2,993,061)

**CITY OF CALLAWAY
BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY**

DATE: FEBRUARY 23, 2016

ITEM: BUDGET AMENDMENTS

1. PLACED ON AGENDA BY:
J. MICHAEL FULLER, CITY MANAGER

2. AGENDA:
PRESENTATION
PUBLIC HEARING
CONSENT
OLD BUSINESS
REGULAR

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

N/A

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

The City adopted a level of budgetary control from a department level to a line item or object expenditure level. In order to comply with this provision, the attached budget revisions are submitted for City Commission approval. Budget revisions are included to update Debt Service to reflect actual expenditures anticipated and add to the budget for un-anticipated unemployment insurance expenditures.

ATTACHMENTS:

- BUDGET TRANSFER REQUEST

5. REQUESTED MOTION/ACTION:

Staff recommends that the City Commission approve the referenced budget amendments.



BUDGET AMENDMENT REQUEST

AMOUNTS IN WHOLE DOLLARS

2/23/2016

Department Debt Principal and Interest

Account #	Account Description	CURRENT Budget Amt	Requested Increase	Requested Decrease	REVISED Budget Amt	Explanation for Request
01-581-303-99	Transfers Out - Debt Service	\$ 1,431,305	\$ 15,930		\$ 1,447,235	Adjust Debt Service Fund budget to actual pay-off amount. Adds budget for interest expense accrued up to the date of pay-off.
01-380-389-10	Budgeted Use of Reserves	(865,719)	(15,930)		(881,649)	
21-380-381-10	Debt Service - Transfer from General Fund	(1,431,305)	(15,930)		(1,447,235)	
21-582-707-10	Debt Service - Principal Payment	1,431,305	387		1,431,692	
21-582-707-20	Debt Service - Interest Payment	0	15,543		15,543	
41-533-707-10	Water - Principal Payment	2,116,315	36		2,116,351	
41-533-707-20	Water - Interest Payment	251,500		(59,640)	191,860	
42-535-707-10	Sewer - Principal Payment	4,226,972		(359,610)	3,867,362	
42-535-707-20	Sewer - Interest Payment	251,500		(87,950)	163,550	
41-533-707-30	Water - Amortization of Loss on Adv Refunding	0	38,145		38,145	Add accounts and budgets for the amortization of deferred outflows.
42-535-707-30	Sewer - Amortization of Loss on Adv Refunding	0	38,145		38,145	
41-380-389-10	Water - Budgeted Use of Reserves	(3,704,852)		97,821	(3,607,031)	Reduce budgets for the use of Fund reserves due to the debt payoff adjustments.
42-380-389-10	Sewer - Budgeted Use of Reserves	(5,052,869)		485,705	(4,567,164)	
Totals			\$ 76,326	\$ 76,326		

APPROVALS

Department Head _____

City Manager _____

Commission _____

Finance _____

Date: 2/17/2016

Date: _____

Date: _____

Date: _____

**CITY OF CALLAWAY
BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY**

DATE: FEBRUARY 23, 2016

ITEM: AWT MEDIATION AGREEMENT

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

2. **AGENDA:**
PRESENTATION
PUBLIC HEARING
CONSENT
OLD BUSINESS
REGULAR

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

N/A

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

As part of the conflict resolution process, officials from the City of Callaway, including Commissioner Covey, the City Manager, and the City Attorney (the "Callaway Team"), have met with Bay County Officials during the past year in an effort to resolve the dispute regarding the odor and corrosion at the AWT-2 Master Lift Station. The Callaway Team has come to the conclusion that it's in the best interest of the City and most cost effective for the citizens to resolve the AWT dispute. As a result, the Callaway Team, together with representatives from Bay County, has drafted the attached Mediation Agreement for consideration and approval by the City Commission. The Agreement addresses the installation of a new odor control system at AWT-2, the repair costs of the lift station, alternatives for AWT governance, and pre-treatment and local limits standards. The Bay County Commission is expected to consider this Agreement at their March 1st regular meeting.

ATTACHMENTS:

- Mediation Agreement

5. **REQUESTED MOTION/ACTION:**

It is recommended that the City Commission approve the attached Mediation Agreement and authorize the Mayor to execute the Agreement.

MEDIATION AGREEMENT

This Mediation Agreement is made and entered into as of the day and year of the last party to execute it (the "Effective Date"), by and between BAY COUNTY, individually and as one owner of the AWT System defined below ("County"); BAY COUNTY AS OPERATOR of the System on behalf of all the owners ("Operator"); and the CITY OF CALLAWAY ("City" or "Callaway") pursuant to the Florida Governmental Conflict Resolution Act, Chapter 164, Florida Statutes. This Agreement may be executed in counterparts, each of which shall constitute an original. In consideration of mutual reliance and benefit, the parties agree:

1. The Interlocal Agreement. On or about September 1, 1996, the County and the City entered into the Military Point Advanced Wastewater Treatment Facility Interlocal Agreement (the "Interlocal Agreement") governing the operation of a wholesale collection, treatment and disposal system for municipal wastewater (the "AWT System"), in which the County was designated as the initial "Operator."

2. Repair Costs.

- a. The Operator shall withhold from the City's share of the AWT System distribution funds being held by the Operator the sum of \$308,250.00 as full and complete payment of the invoice submitted by the County to the City dated May 6,

2014, and to the extent not already remitted, remit to the City the remainder of those funds. There are no other funds due, or which with the passage of time or the giving of notice would become due from the City to either the County or the Operator related to the condition or operation of AWT-2.

- b. The City denies that it is required by the Interlocal Agreement, or otherwise, to pay these funds, but the parties have agreed to disagree in order to settle their differences and resolve the current issue of smell and corrosion in AWT-2 and to work on a management solution to resolve future disagreements. This payment shall not be construed as an admission of liability by the City or used to interpret the intent and effect of the Interlocal Agreement.

3. Odor Control System.

- a. The City may, but shall not be required to, replace or modify the existing odor control system at AWT-2 (as replaced or modified, the "OCS"), which, if replaced or modified, shall be done at the City's sole cost and expense and completed within eighteen (18) months of the Effective Date. The City shall operate and maintain the OCS at its sole cost and expense for a period of twelve (12) months after substantial completion of replacement or

modification. Thereafter, if the City shall have installed and maintained the OCS, the Operator shall operate and maintain that OCS or install and maintain an odor control system at AWT-2 that is at least as effective in addressing neighborhood odor as the OCS.

- b. City shall provide the Operator with complete design and construction drawings and specifications of the OCS for review and approval by the Operator prior to the City commencing any construction at AWT-2, which approval shall not be unreasonably withheld or delayed.
- c. Except as otherwise set forth in this Agreement, the Operator shall continue to control, operate, maintain, repair, and replace AWT-2 as authorized by the Interlocal Agreement between the parties.
- d. If the City's installation of the OCS requires the removal of any part of the existing odor control system, the parties agree to coordinate that removal under the Operator's supervision to minimize the risk of unnecessary damage to any part which could be used elsewhere in the AWT System.
- e. The City shall have access to AWT-2 at all times during construction and thereafter to maintain, repair, and replace the odor control system for the period set forth in paragraph 3. a., above. While on site of the AWT-2, the

City shall bear all risk of loss and all costs for its employees, consultants, and workers.

- f. The City and the Operator shall coordinate on risk management issues to ensure both parties are adequately insured, and each party shall bear the cost of providing its own insurance and workers comp coverage.

4. Governance of AWT System. Callaway as an owner and the County as an owner and the County as the Operator agree to meet with all the Owners to discuss feasible alternatives to the current AWT governance system.

5. County Pre-Treatment Ordinance and Local Limits (Headworks Study).

- a. On October 14, 2013, the County issued Callaway a Notice of Violation which Callaway timely disputed. No further action has been taken on that Notice of Violation.
- b. The parties have agreed to disagree in order to settle their differences and resolve the current issue of smell and corrosion in AWT-2 and to work on a management solution to resolve future disagreements.
- c. Accordingly, the County stipulates to abate its Notice of Violation issued the City on October 14, 2013 and to abate any requests to implement any numerical limits for corrosion chemicals or H₂S within AWT-2 for the next

twenty four (24) months. During that 24 month period, the City and the Operator will work collaboratively to establish a prudent upstream (that is, station inflow) numerical limit (related to a specified period of time) for the concentration of corrosion chemicals or H₂S within AWT-2. The City and the Operator agree that a prudent inflow limit will take into consideration the cost effectiveness of addressing corrosion chemicals or H₂S upstream of the lift station compared to alternative options.

- d. Both parties reserve all rights and remedies available to each concerning these matters and nothing herein shall be construed as a waiver or modification of any such right or remedy available to either party now or in the future.
- e. The City acknowledges that the Operator will proceed with submitting the pretreatment local limits preliminarily approved by FDEP pursuant to a letter from FDEP dated August 17, 2015, except for total sulfides and hydrogen sulfide. The City reserves the right to contest the legal basis for applying the pretreatment local limits at AWT-2, but agrees not to assert that argument for the next twenty four (24) months.

6. Callaway Collection System. The City shall commence the operational and component studies and modifications to its collection system set out upon attached and incorporated Exhibit "A" within thirty (30) days after the Effective Date and diligently and

continuously pursue them. The City will consult with the Operator at all material stages and the two shall use their best efforts, in good faith, to cooperate on the most cost effective measures to reduce or treat corrosion chemicals or H₂S entering or existing within AWT-2.

7. The City and the County, in consultation with the other Owners, shall use their best efforts to work jointly with the Florida Department of Environmental Protection to implement an effective mechanism to authorize FDEP to require enforcement of each Owner's pre-treatment ordinance in its respective retail system.

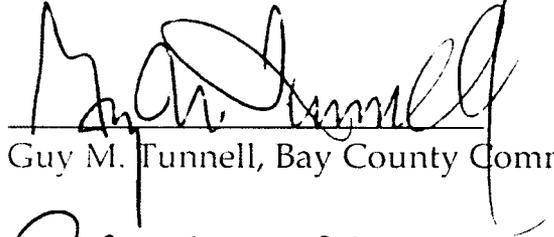
This mediation agreement is contingent on the approval of both the Bay County Board of County Commission and the Callaway City Commission.

[Signatures on Following Page]

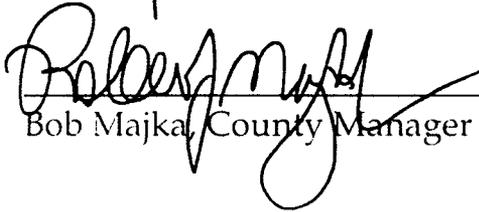
IN WITNESS WHEREOF, the parties have caused these presents to be executed in their names on the day and year affixed.

Dated this 12 day of February, 2016

FOR BAY COUNTY

A handwritten signature in black ink, appearing to read "Guy M. Funnell", written over a horizontal line.

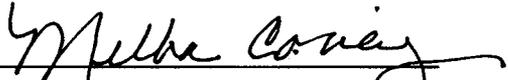
Guy M. Funnell, Bay County Commissioner

A handwritten signature in black ink, appearing to read "Bob Majka", written over a horizontal line.

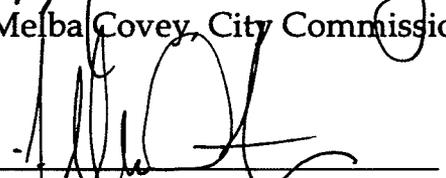
Bob Majka, County Manager

Dated this 15th day of February, 2016

FOR THE CITY OF CALLAWAY



Melba Covey, City Commissioner



Michael Fuller, City Manager

IN WITNESS WHEREOF, the parties have caused these presents to be executed in their names on the day and year affixed.

BOARD OF COUNTY
COMMISSIONERS OF BAY COUNTY,
FLORIDA, individually and as
Operator.

ATTEST:

By _____
Mike Nelson, Chairman Date

Bill Kinsaul, Clerk

Approved the form:

Office of the County Attorney

CITY OF CALLAWAY, FLORIDA

(SEAL)

By: _____
Thomas W. Abbott, Mayor Date

ATTEST:

City Clerk

Approved the form:

City Attorney

**CITY OF CALLAWAY
BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY**

DATE: FEBRUARY 23, 2016

ITEM: ARCHITECT AGREEMENT – CITY HALL RENOVATIONS

1. PLACED ON AGENDA BY:

J. Michael Fuller, City Manager

2. AGENDA:

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

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

N/A

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

The Callaway City Hall is in need of updates and renovations, namely the customer service/lobby area and the front façade of the building. Funds for the design and construction have been included in the FY2016 Budget. The attached Agreement proposes to use the design services of Russell Johnson Architects, a registered and licensed architect in the State of Florida, at a fee not to exceed \$10,000. Project deliverables will include interior and exterior plans and construction documents for the building's lobby, utility billing, and customer service areas, and portions of the exterior and façade. It is expected that the plans will be near completion in April and that contractor selection/construction work can begin in May.

ATTACHMENTS:

- Agreement for Architectural Services

5. REQUESTED MOTION/ACTION:

It is recommended that the City Commission approve the attached Agreement for Architectural Services with Russell Johnson Architects for the City Hall Renovation Project.

AGREEMENT FOR ARCHITECTURAL SERVICES

between

THE CITY OF CALLAWAY

and

RUSSELL JOHNSON ARCHITECTS

THIS AGREEMENT is made on the _____ day of _____, 20_____(the "Effective Date"), between the City of Callaway hereinafter called "City," and Russell Johnson Architects, a registered and licensed architect in the State of Florida, hereinafter called "Architect," for the Callaway City Hall Renovation Project, hereinafter called "Project."

**ARTICLE 1
ARCHITECTURAL SERVICES**

1.1 Architect agrees to perform the services specifically described in Exhibit "A" and all other professional services reasonably inferable from Exhibit "A" and necessary for complete performance of Architect's obligations under this Agreement (collectively, "Architect's Services").

1.2 To the extent of any conflict between the terms in Exhibit "A" and this Agreement, the terms of this Agreement shall prevail.

**ARTICLE 2
ARCHITECT'S RESPONSIBILITIES**

2.1 Architect agrees to use Architect's best efforts, skill, judgment, and abilities so as to perform Architect's Services in an expeditious and timely manner consistent with professional standards of care and the orderly progress of the Project. Architect shall at all times provide sufficient personnel to accomplish Architect's Services in a timely manner. Architect shall manage its services, administer the Project and coordinate other professional services as necessary for the complete performance of Architect's obligations under this Agreement.

2.2 Architect agrees to perform Architect's Services in compliance with all applicable national, federal, state, municipal, and State of Florida laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction over the Project.

2.3 Architect's Services shall be reasonably accurate and free from material errors or omissions. Architect shall promptly correct any known or discovered error, omission, or other defect in the plans, drawings, specifications, or other services provided by Architect without any additional cost or expense to the City.

2.4 Architect shall designate a representative primarily responsible for Architect's Services under this Agreement.

The designated representative shall act on behalf of Architect with respect to all phases of Architect's Services and shall be available as required for the benefit of the Project and the City. The designated representative shall not be changed without prior approval of the City, which approval shall not be unreasonably withheld.

2.5 The Architect shall carry such professional liability and errors and omissions insurance, covering the services provided under this Agreement, with a minimum limit of \$500,000 each claim and \$500,000 aggregate. The fees for such insurance will be at the expense of the Project Architect. Project Architect shall deliver a Certificate of Insurance indicating the expiration date, and existence, of the Project Architect's professional liability insurance before commencement or continuation of performance of the services under this Agreement.

**ARTICLE 3
THE CITY'S RESPONSIBILITIES**

3.1 The City shall provide the Architect with a full description of the requirements of the Project and attached hereto as Exhibit "A".

3.2 The City shall furnish surveys, civil engineering reports, or other special investigations of the Project site as requested by the Architect and as reasonably necessary for the completion of Architect's Services. The City shall furnish structural, mechanical, chemical and other laboratory tests as reasonably required.

3.3 The City will review the Architect's drawings, specifications and other documents of service produced by the Architect in the performance of its obligations under this Agreement (collectively the "Design Documents") as required. The City will notify Architect of any design fault or defect in Architect's Services or Design Documents of which the City becomes aware.

3.4 The City shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of

Architect's Services.

3.5 The City Manager shall be the designated representative authorized to act in the City's behalf with respect to the Project and shall be available as required for the benefit of the Project and the Architect.

ARTICLE 4 OWNERSHIP AND USE OF DOCUMENTS

4.1 The Design Documents prepared by Architect as instruments of service are and shall remain the property of the Architect whether the Project for which they are created is executed or not. However, the City shall be permitted to retain copies, including reproducible copies, of the Design Documents for information and reference in connection with its use and occupancy of the Project. In addition, the City shall have an irrevocable, paid, perpetual license and right, which shall survive the termination of this Agreement, to use the Design Documents and the ideas and designs contained in them for any purpose, with or without participation of the Architect.

4.2 All Documents furnished by the Architect hereunder shall be and shall remain the property of the City. In the event of Agreement termination by either party for any reason, as provided under this Agreement, the City will have the right to receive, and the Architect shall promptly provide to the City, all drawings, documents, reports, surveys, renderings, exhibits, models, prints, photographs, and other materials prepared by the Architect for the services under this Agreement. In the event of termination, any dispute regarding the amount to be paid under this Agreement notwithstanding, the City retains the right to receive and use any such documents or materials.

4.3 Public Records Law. Architect acknowledges that it is familiar with the provisions of the Public Records Law of the State of Florida.

4.4 Architect agrees to comply with Chapter 119, Florida Statutes, to include the following:

A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records are not disclosed except as authorized by law.

D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Architect upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

E. If Architect does not comply with a public records request, the public agency shall enforce the contract provision in accordance with the contract.

4.5 All covenants, agreements, representations, and warranties made herein, or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

ARTICLE 5 CLAIMS AND DISPUTES

5.1 The City and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section.

5.2 The City and Architect waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in this Agreement.

5.3 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with

the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

5.4 The City and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which shall be administered by a mediator certified in Florida. A request for mediation shall be made in writing and delivered to the other party to the Agreement. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

5.5 The parties shall share the mediator's fee equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

5.6 If the parties do not resolve a dispute through mediation pursuant to this Section 5.3, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction. The prevailing party in any such litigation shall be entitled to recover from the other party all reasonable attorney's fees and costs, including attorney's fees and costs on appeal, if any.

ARTICLE 6 PROJECT TERMINATION OR SUSPENSION

6.1 Termination for Cause. This Agreement may be terminated by either party upon ten (10) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the terminating party and such failure is not fully cured prior to the expiration of the notice period. If a termination for cause under this section is later determined to be improper, the termination shall automatically convert to a termination for convenience and Architects recovery for termination shall be strictly limited to the compensation allowable under a termination for convenience.

6.2 Termination for Convenience. This agreement may be terminated for convenience by the City in whole or in part, upon at least ten (10) days written notice to the Architect.

6.3 Compensation. In the event of termination not the fault of the Architect, the Architect shall be entitled to compensation for all services satisfactorily performed to the termination date, together with approved Reimbursable Expenses then due, provided Architect delivers to the City statements, accounts, reports and other materials as required

for payment along with all reports, documents and other materials prepared by Architect prior to termination.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Entire Agreement. This Agreement supersedes all prior agreements, written or oral, between Architect and City and constitutes the entire and integrated Agreement and understanding between the parties with respect to the subject matter of the Agreement. This Agreement may only be amended by a written instrument signed by both parties.

7.2 Assignment. This Agreement is a personal service contract for the services of Architect, and Architect's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party.

7.3 Applicable Law. This Agreement shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Florida without giving effect to principles of conflict of law.

7.4 Waiver. A delay or omission by either party in exercising any right or power under the Agreement shall not be construed as a waiver of that right or power. A waiver by either party of any term or condition of the Agreement shall not be construed as a waiver of any subsequent breach of that term or condition or of any other term or condition of the Agreement.

7.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable in any respect, that determination shall not affect any other provision of this Agreement which shall be interpreted as if the invalid or unenforceable provision had not been included.

7.6 Independent Contractor. Architect recognizes that Architect is engaged as an independent contractor and acknowledges that the City shall have no responsibility to provide Architect or its employees with any benefits normally associated with employee status. Architect will neither hold itself out as nor claim to be an officer, partner, employee or agent of the City.

7.7 Ethics Matters/No Financial Interest. Architect and its employees, agents, representatives and subcontractors shall comply with the City's conflicts of interest policies, ethical policies, standards of conduct, and applicable state ethics laws and rules. Neither Architect nor its employees, agents, representatives or subcontractors will assist or cause City employees to violate conflicts of interest policies, ethical policies, standards of conduct, and applicable state ethics laws and rules. Architect represents and warrants that no officer, elected or appointed, of the city has a direct or indirect financial interest in the transaction that is the

subject of this Agreement.

7.8 Notices. All notices referenced in this Agreement shall be provided in writing. Notices shall be deemed effective when delivered by hand delivery or by U.S. Mail Certified Return Receipt. Facsimile and email notices are deemed effective on the first business day following the date the facsimile notice is received. Notices shall be sent to the following addresses:

To the City:

J. Michael Fuller, City Manager
City of Callaway
6601 E. Highway 22
Callaway, FL 32404
Fax No. (850)871-2444
Email: mfuller@cityofcallaway.com

With Copy to:

Kevin D. Obos, Esq.
Harrison, Sale, McCloy
P.O. Drawer 1579
Panama City, FL 32402
Fax No. (850)769-6121
kobos@HSMclaw.com

To Architect:

Russell Johnson, RA
Russell Johnson Architects
233 E. Beach Drive
Panama City, FL 32401
Fax No.
Email: rajarch@msn.com

The parties may designate alternative persons or addresses for receipt of notices by providing written notification pursuant to this Agreement.

**ARTICLE 8
ARCHITECT'S COMPENSATION**

8.1 Architect total compensation for services provided under this Agreement shall be established by a fee determined on a time-involved basis with a maximum fee not to exceed \$10,000.

8.2 The City will compensate the Architect for the scope of services provided in accordance with this Agreement, and as set forth below:

A. Payments to the Architect shall be made monthly, subsequent to the City's receipt of an invoice itemizing the fees and reimbursable expenses for each written

authorization for the month invoiced.

B. Payment to the Architect for any approved Additional Services shall be approved by the City in advance and as provided in Section 9 of this Agreement.

C. Reimbursable Expenses are in addition to Compensation for Architect's Services and include actual and reasonable expenses incurred by the Architect, its employees and its Architects solely and directly in connection with the performance of Architect's Services for the following:

- 1) Expense of out-of-state travel, if any, as directed and approved in advance by the City. Travel expenses incurred within the State of Florida are not reimbursable unless expressly approved by the City in advance.
- 2) Fees paid for securing approval of authorities having jurisdiction over the Project.
- 3) Professional models and renderings if requested by the Owner.
- 4) Reproductions, printing, binding, collating and handling of reports, and drawings and specifications or other project-related work product, other than that used solely in-house for Architect and its Architects.
- 5) Shipping or mailing of all reports, drawings, specifications, and other items in connection with the Project.

8.3 The City will have the right to withhold payment from Architect for any unsatisfactory service until such time service is performed satisfactorily.

8.4 The City shall have the right to withhold from payments due to Architect such sums as are necessary to protect the City against any loss or damage which may result from negligence by Architect or failure of Architect to perform its obligations under this Agreement.

**ARTICLE 9
ADDITIONAL SERVICES**

9.1 Additional Services are services not included in the Architect's Services and not reasonably inferable from Architect's Services. Additional Services shall be provided only if authorized or confirmed in writing by the City. Prior to commencing any Additional Service, Architect shall prepare for acceptance by the City an Additional Services

Proposal detailing the scope of the Additional Services and the proposed fee for those services. Architect shall proceed to perform Additional Services only after written acceptance of the Additional Services Proposal by City.

9.2 Upon acceptance by the City, each Additional Services Proposal and the services performed by Architect pursuant to such Additional Services Proposal shall become part of this Agreement and shall be subject to all the terms and conditions of this Agreement.

**ARTICLE 10
ARCHITECTS ACCOUNTING RECORDS**

10.1 Records of Architect costs, reimbursable expenses pertaining to the Project and payments shall be available to the City or its authorized representative during business hours and shall be retained for three years after final Payment or abandonment of the Project, unless the City otherwise instructs Architect in writing. Architect's records shall be kept on the basis of generally accepted accounting principles.

**ARTICLE 11
INSURANCE**

11.1 For services performed on the City's premises, the Service Provider shall furnish to Owner Certificates of Insurance as set forth below prior to the commencement of any work hereunder and shall maintain such coverage during the full term of the Agreement.

Worker's Compensation Statutory Limits
Employer's Liability (Not required by state of Florida for firms with less than four (4) employees.)

Commercial General \$1,000,000 each
Liability occurrence
 \$1,000,000
 Aggregate

11.2 Required insurance shall not be cancelable without thirty (30) days' prior written notice to Owner.

11.3 Upon request the Architect shall furnish complete sets of its insurance policies to Owner for review.

**ARTICLE 12
INDEMNITY**

12.1 The Architect shall hold the City, its officers, agents and employees harmless and free from any loss, damage or expense arising out of any occurrence relating to this Agreement or its performance and shall indemnify the City, its officers, employees, customers, agents, successors and assigns against any damage or claim of any type arising from the negligent or intentional acts or omission of the Architect, its employees, agents and/or assigns.

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

CITY OF CALLAWAY:

ARCHITECT:

By: _____
Name:
Title:

By: _____
Name:
Title:

CONTENT APPROVED:

EXHIBIT A

CALLAWAY CITY HALL RENOVATION PROJECT

Description:

Interior and exterior renovation to the existing Callaway City Hall Building located at 6601 E. Highway 22, Callaway, FL 32404. The renovation work will primarily include the building's lobby, utility billing, and customer service areas and portions of the exterior and façade.

Total Budget:

\$10,000 – design

\$50,000 – construction

Timeline:

Project is budgeted in FY2016.

Anticipated start date on design/architectural plans is December 2015.

Bidding and contractor selection likely in March/April 2016.

Construction likely to begin April/May 2016.

Anticipated completion is June/July 2016.

Project Deliverables	
Preliminary Design Plans	
Interior and Exterior Plans	
Construction Plans/Documents (including cost est)	
Construction Process/Evaluation	
Coordination with Telecom/data contractor	
Consultation on furniture, finishings, and equipment	

Architect Fees:

Per hourly basis: \$ _____/hr.

Other: \$ _____

**CITY OF CALLAWAY
BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY**

DATE: FEBRUARY 23, 2016

ITEM: SURPLUS ITEMS – OFFICE EQUIPMENT

1. PLACED ON AGENDA BY:

J. Michael Fuller, City Manager / Janice L. Peters, City Clerk

2. AGENDA:

PRESENTATION
 PUBLIC HEARING
 CONSENT
 OLD BUSINESS
 REGULAR

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

N/A

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

The City has, at City Hall and in the storage building out back, an abundance of surplus office equipment that is old, broken, and/or no longer useful, such as computers, copiers, desks, filing cabinets, fire hoses, miscellaneous computer equipment, printers, pictures, etc. A lot of the surplus is not reusable in any way.

In the past the City has utilized GovDeals online auctioning service, who charges a percentage of the sale to the seller and also Public Surplus, who charges a percentage of the sale to the buyer. Also, in April of each year Bay County has Amnesty Day in which items can be disposed of for free.

Staff requests Commission approval to authorize the City Manager to surplus the items in the manner fitting.

ATTACHMENTS:

- Surplus List

5. REQUESTED MOTION/ACTION:

Staff recommends that the Commission approve disposal of surplus via auction or as fitting.

Location/ Department	Description/ Name	Quantity	Serial No. /Model No.
Shed/Planning	Canon Printer Image Runner 2230	1	
Shed/ City Hall	Chairs	10	
Shed/ City Hall	Credenza office Desk	1	
Shed/ City Hall	Filing Cabinets	7	
Shed/ City Hall	Area Rug	1	
Shed/ All Departments	Photo Frames	20 approx.	
Shed/ Public Works	(Computer w/ Monitor) HP Compaq w/ Cords	1	MXL6240B55
Shed/ Public Works	Linksys 24 Port Etherfast 4124	1	
Copy Room/ City Hall	Xerox Fuser Module Ozone Filter	2	
Copy Room/ City Hall	Xerox Waste Toner Bottles	3	
Copy Room/ City Hall	Xerox Xerographic Module Transfer Unit	2	
Copy Room/ City Hall	Computer Mice	5	
Copy Room/ City Hall	Computer Keyboards	6	
Copy Room/ City Hall	DC Power Supplies	4	
Copy Room/ City Hall	Power Supply	2	
Copy Room/ City Hall	Uninterruptable Power Supplies	1	
Copy Room/ City Hall	Routers	3	
Copy Room/ City Hall	Cisco Router	1	
Copy Room/ City Hall	12 Port Power Supplies	1	
Copy Room/ City Hall	Linksys Routers	2	
Copy Room/ City Hall	Miscellaneous Cords & Cables	1	
Copy Room/ City Hall	Antivirus Symatec	1	
Copy Room/ City Hall	HD Storage Works Internal Tape Drive	1	
Copy Room/ City Hall	(Computer) HP Proliant ML350	1	
Copy Room/ City Hall	(Computer) Compaque ML350	1	
Copy Room/ City Hall	(Computer) Dell Optiplex 745	4	
Copy Room/ City Hall	(Computer) Dell Optiplex 780	1	
Copy Room/ City Hall	Battery Backup Surge Protector	1	

Amanda Hopkins/ Records Clerk 2/17/16

Copy Room/ City Hall	(Computer) Dell Poweredge 840	1
Copy Room/ City Hall	(Computer) Dell Poeredge T100	1
Copy Room/ City Hall	(Computer) Dell Vostro 420	1
Copy Room/ City Hall	Dell Monitor	1
Copy Room/ City Hall	View Sonic Monitor	1
Vault Room/ City Hall	Cassette Tape Holders	6
Vault Room/ City Hall	Get Organized (Computer desk Organizer)	1
Vault Room/ City Hall	Record from your Stereo to your Computer (Recorder)	1
Vault Room/ City Hall	Rolodex	2
Vault Room/ City Hall	Emerson CD/ Tape/ Radio Player	1
Vault Room/ City Hall	RCA CD/ Radio Player	1
Vault Room/ City Hall	OLD Cell Phones, Pagers & Chargers	1 box
Vault Room/ City Hall	Miscellaneous Cords & Cables	1 box
Vault Room/ City Hall	Keyboard Holder Platforms	4
Vault Room/ City Hall	Mouse	1
Vault Room/ City Hall	Axiohm Receipt Tape Machine	1
Vault Room/ City Hall	Keyboards	3
Vault Room/ City Hall	Seagate Router	1
Vault Room/ City Hall	Sony Stereo Cassette Deck Recorder	1
Vault Room/ City Hall	HP Monitor HP1902	1
Vault Room/ City Hall	(Printer) Brother LC61 Series	1
Vault Room/ City Hall	(Printer) HP Officejet J4680 All in One	1
Vault Room/ City Hall	(Printer) HP Laserjet P1102w	1
Vault Room/ City Hall	(Printer) HP Laserjet 1200 series	1
Vault Room/ City Hall	HP Laser Toner Cartridge HP27x	1
Vault Room/ City Hall	(Laptop Computer) w/case Dell	1
Vault Room/ City Hall	(Laptop Computer) HP	1
		Model No. PP18L
		s/n 2UA546055F

Amanda Hopkins/ Records Clerk 2/17/16

Vault Room/ City Hall	(Computer) HP Compaq	1
Vault Room/ City Hall	(Computer) Dell Optiplex GX620	1
Vault Room/ City Hall	(Computer) Dell Vostro 420	2
Vault Room/ City Hall	(Computer) Dell Optiplex 745	2
Vault Room/ City Hall	(Computer) Dell Optiplex 750	1
Purchasing/ City Hall	(Printer) Brother Multifunction MFC-2700dw	1 (Brand New in Box)
Purchasing/ City Hall	Brother Ink Cartridge TN-350	1
Purchasing/ City Hall	Office Depot HP Q5942A Remanufactured Laser Toner Cartridge	1

**CITY OF CALLAWAY
BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY**

DATE: FEBRUARY 23, 2016

ITEM: NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF) STATIC DISPLAY PROGRAM

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

2. **AGENDA:**
PRESENTATION
PUBLIC HEARING
CONSENT
OLD BUSINESS
REGULAR

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

N/A

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

The City is required annually to submit a Loan Agreement to The National Museum of The United States Air Force (NMUSAF) for the static display aircraft at the Callaway Recreational Complex and Veterans Park. The Loan Agreement outlines the City's preservation and maintenance obligations for the F-101B and F-15A already on loan from the NMUSAF.

ATTACHMENTS:

- 2016 MNUSAF Loan Agreement
- Inventory Report
- Point of Contact Information Sheet

5. **REQUESTED MOTION/ACTION:**

The City Manager requests approval from Commission to execute the NMUSAF Static Display Program 2015 Loan Agreement.

**NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF)
STATIC DISPLAY LOAN PROGRAM**

2016 LOAN AGREEMENT, SDA0051

1.0. Parties. The United States of America or "the Government," represented by the National Museum of the United States Air Force (NMUSAF), and collectively referred to hereinafter as "the Lender," hereby establishes with the **CITY OF CALLAWAY** hereinafter called "the Borrower," incorporated and operating under the laws of the State/Country of **FL** and located at **CALLAWAY**, a Loan Agreement hereinafter called "the Agreement" for U.S. Air Force (USAF) historical property. This Agreement is entered pursuant to Public Law 80-421 [10 United States Code (USC) §2572], and any amendments thereto, and is effective for the period commencing 1 April 2016 and ending 31 March 2017. This Agreement is not transferable.

2.0. Borrower Obligations/Costs. The Borrower has applied, in writing, for the loan of USAF historical property, and hereby agrees to be responsible for all arrangements and, in accordance with 10 USC §2572, is required to pay all costs, charges and expenses incident to the loan of this property, including, but not limited to, the cost of preparation, demilitarization, hazardous material removal, disassembly, packing, crating, handling, maintenance, repair, restoration, transportation and all other actions incidental to the use and/or movement of the loaned property to or from the Borrower's location.

3.0. Loaned Property. The NMUSAF shall loan to the Borrower the historical property identified in the inventory report, which has been included in the loan package and is incorporated into this Agreement by reference as if fully rewritten herein (hereinafter the "Property"). The Borrower accepts the Property on an "as is, where is" basis, and the Lender makes no warranties, expressed or implied, as to the Property's condition, fitness for any particular purpose, or other warranty of any kind.

4.0 Loan Conditions.

4.1. The Borrower agrees that the Property shall be used for static display purposes only. Loaned aerospace vehicles will not be flown or restored to flying condition under any circumstance, nor will they be licensed with the Federal Aviation Administration (FAA). The Borrower shall not remove any parts from loaned aircraft except as directed in paragraph 4.2. Relocation of the Property for temporary special events (parades, ceremonies, air shows, etc.) is not authorized under any circumstances. No decorations of any type, for any purpose (special event, seasonal display, ceremonies, etc.) are authorized to be displayed on any of the Property. The Property shall not be used in a manner that provides the appearance of endorsement by the USAF of any non-federal entity or political candidate, or the expression of a political viewpoint of any kind. The Property shall not be used for political purposes of any kind or as part of a political event, including, but not limited to, advertising or promotion of a political event, or as background for a political debate, speech or other political event.

4.2. The Borrower agrees to allow the Lender to remove parts from loaned aerospace vehicles for the NMUSAF or military requirements, upon written direction from the NMUSAF. Such parts are generally internal in nature and removal or replacement should not alter the external aesthetic appearance of the aerospace vehicle.

4.3. The Borrower shall not part with possession of the Property or any component of the Property in any manner to any third party either directly or indirectly. The Borrower shall not enter into any negotiations with a third party regarding any future disposition of the loaned material, in whole or in part.

4.4. The Borrower agrees to all of the following: to use the Property in a careful and prudent manner; to not modify the Property in any manner, without prior written permission of the Lender, which would alter the original form, design, or the historical significance of said Property; to perform routine maintenance to include (but not limited to) annual upkeep, periodic painting, tire inflation, repair of damage, day-to-day care and management of the Property, so as to provide an acceptable appearance and to not reflect negatively on the Lender; and to display and protect the Property in accordance with the instructions set forth in Attachments 1 and 2, which are incorporated into this Agreement by reference as if fully rewritten herein.

4.5. The Borrower agrees that any additions, modifications or alterations that improve the Property become part of said Property and are owned by the NMUSAF.

4.6. Interior access to loaned aerospace vehicles (cockpit, cargo areas, etc.) for purposes other than maintenance or restoration work by persons other than staff or authorized maintenance personnel is prohibited. This is to ensure not only the integrity and preservation of the aircraft, but more importantly, the safety and security of the public.

5.0. Use as Security, Sale or Lease. The Borrower agrees not to use the Property as security for any loan, and not to sell, lease, rent, lend or exchange the Property under any circumstances.

6.0. Professional Photography. The Borrower shall not make or allow the use of the Property for any commercial purpose, including, but not limited to, use of the Property for still photography, motion picture, television or video production, without prior written approval from the Lender. Casual photography or motion video created by visitors for personal or non-promotional use is permitted.

7.0. Incident Reporting. The Borrower shall within one (1) working day of discovery, notify the Lender of any instance of loss, damage or destruction of the Property.

8.0. Title. The Borrower shall obtain no interest in the Property by reason of this Agreement and title shall remain in the Lender at all times.

9.0. Receipt, Custody & Liability.

9.1. This Agreement shall be executed prior to the Borrower accepting physical custody of the Property or on or before 1 April 2016.

9.2. The Borrower agrees to provide a receipt to the Lender at the time it assumes physical custody of the Property (unless the Property is already in its possession).

9.3. The Borrower agrees that it is strictly liable for up to the full replacement value (FRV) of the Property, as identified in the inventory report, and to accept such liability upon assuming physical custody of the Property or execution of this Agreement, whichever occurs first.

9.4. The Borrower agrees that the FRV of the Property is as identified in the inventory report and waives any right to contest the FRV in any legal proceeding. In the event any item of historical property does not have an FRV identified in the inventory report, the FRV shall be determined at the sole discretion of the NMUSAF.

9.5. The Borrower agrees that if the Property, or any portion thereof, has been irreparably damaged, destroyed or stolen the NMUSAF may direct the Borrower to either replace the Property with an historical item of equal value to the satisfaction of the NMUSAF or require monetary reimbursement equaling the FRV. In the event of less than total loss to the Property, or any portion thereof, the Borrower

agrees to repair/replace the damage to the Property to the satisfaction of the NMUSAF or reimburse the NMUSAF for the full value of the damage, as determined by the NMUSAF. The election of a remedy under this subparagraph is at the sole discretion of the NMUSAF. This subparagraph is not intended to waive or limit the Government's rights and remedies, legal or equitable, and the Government reserves all such rights and remedies.

9.6. The Borrower agrees to place the Property on exhibit within ninety (90) days from the date it takes physical custody, or as otherwise mutually agreed upon.

10.0. Borrowers Responsibilities.

10.1. The Borrower agrees to indemnify, save harmless, and defend the Lender from and against all claims, demands, actions, liabilities, judgments, costs, and attorney's fees, arising out of, claimed on account of, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from possession and/or use of the Property.

10.2. The Borrower agrees to report, as requested, to the Lender on the condition and location of the Property. Further, the Borrower agrees to allow authorized Department of Defense representatives access to the Borrower's records and facilities to assure accuracy of information provided by the Borrower and compliance with the terms of this Agreement.

10.3. The Borrower agrees to return said Property to the Lender on termination of this Agreement or earlier, if it is determined that the Property is no longer required, at no expense to the Lender. In the event of a partial termination, the Borrower agrees to the return of all items of the Property subject to the partial termination, at no expense to the Lender.

11.0. Initial Loan Agreement Requirements.

11.1. The Borrower agrees to furnish the Lender a CD/DVD containing digital images of the Property within fifteen (15) days of taking physical possession of the Property. The image file name must be the accession number for that item (e.g. SD-2000-0123.JPG). For aircraft and ballistic missiles, images will include views showing all external surfaces including tail number and all accessible interior areas including instrument panels, avionics racks and equipment, aircrew, passenger, cargo and payload compartments, wheel wells, and bomb bays. Digital images for all other artifacts will be of sufficient detail to ensure positive identification of each object.

11.2. The Borrower shall arrange insurance coverage for the Property on an all-risk, wall-to-wall basis, at a minimum, for an amount that equals the total agreed upon FRV for all items in the inventory report, plus any additional amount to cover the inventory that does not have an identified FRV, so long as the Property remains in its possession. The Borrower further agrees to furnish the Lender proof of said insurance. For Borrowers with private insurance coverage, proof shall constitute a copy of the insurance certificate from the commercial provider, noting any deductible, and showing coverage up to the FRV of the Property and any additional coverage for Property that does not have an FRV identified in the inventory report. For self-insured organizations, proof shall constitute a written and signed statement attesting to its ability to reimburse the Government for the FRV of the Property (as identified in the inventory report and/or as determined by the NMUSAF).

12.0. Annual Loan Renewal Requirements.

12.1. The Borrower agrees to furnish the Lender a CD/DVD containing digital images of the Property. The image name must be the accession number for that item (e.g. SD-2000-0123.JPG). Digital images of aircraft and missiles will provide general views to include sufficient detail to show the overall condition and tail number of the airframe. Digital images for all other artifacts will be of sufficient detail to ensure positive identification of each object and its current condition.

12.2. The Borrower agrees to furnish a copy of the most recent annual financial statements to include revenue and expense reporting and a projected budget for the next operating year.

12.3. The Borrower agrees to furnish the Lender proof of insurance as required in subparagraph 11.2 for each renewal period.

12.4. The Borrower agrees to furnish a signed inventory as provided by the Lender with the annual renewal package, which accurately reflects the Property in its possession. Discrepancies in the inventory provided by the Lender shall be noted on the inventory report by the Borrower to the extent that such notes accurately reflect the current inventory held by the Borrower. In the event of a dispute, the Lender shall make the final determination of the current inventory on or near the renewal date and document the NMUSAF records accordingly.

13.0. Display/Maintenance Requirements.

13.1. No aircraft will be renovated, reconfigured, painted, have markings changed, or tail number altered, or any parts added, removed, or replaced as part of a planned restoration effort without prior written approval from the NMUSAF.

13.2. The Borrower agrees that all aircraft, missiles and artifacts on display will have an identification sign adjacent to each display. For aircraft and missiles note the type, model, and serial number. If the aircraft or missile has been reconfigured, markings changed, or serial number altered after acquisition for display purposes, it will be stated on the sign and noted in all records as follows:

“The (item) on display is actually (nomenclature), Serial No. _____, but painted and marked to depict (nomenclature), Serial No. _____, assigned to the (Unit and/or person) in (location or theater) during (year).”

13.3. The sign will state that the item is part of the NMUSAF collection as follows:

"This (artifact/object) is on loan from the National Museum of the United States Air Force."

13.4. For aircraft on which the serial number has been altered for display purposes with prior written approval, the mission, design and series (e.g. F-100C or F-4C) along with the original serial number will be stenciled in two inch letters using contrasting paint colors on the fuselage under the horizontal stabilizers.

13.5. All record keeping will reflect the true serial number.

14.0. Radioactive Components.

14.1. Completion of Section 2 of Air Force Form 3580, (USAF Museum Aerospace Vehicle Static Display Acceptance Condition and Safety Certificate), or comparable certification indicating that a complete radioactive material survey has been accomplished shall be included in the official file.

14.2. In accordance with Attachment 1, ("NMUSAF Loan and Static Display Programs' Instructions for Preparation and Maintenance of Aerospace Vehicles"), if radioactive items are determined to have been installed or reinstalled during later inspections, the Borrower will pay the cost of removal of the radioactive items and any decontamination required.

15.0. Loan Termination.

15.1. The Borrower agrees to return said property to the NMUSAF on termination of this Agreement or earlier, if it is determined that the property is no longer required, at no expense to the NMUSAF.

15.2. The failure of the Borrower to observe any of the conditions set forth in this Agreement and Attachments 1 and 2 thereto shall be sufficient cause for the Lender to terminate the loan and repossess the Property. Repossession of all or any part of the Property by the Lender shall be made at no cost to the Government; the Borrower shall be responsible for paying all maintenance, freight, storage, crating, handling, transportation and other costs or charges attributable to such repossession.

15.3. In the event the loan is terminated for any reason, the provisions of this Agreement will remain in effect until all of the Property, or in the event of a partial termination that portion of the Property at issue, has been relocated and in a condition that is satisfactory to the NMUSAF.

15.4. Termination of the loan and subsequent repossession of all or any part of the Property at the option of the Borrower shall require no less than thirty (30) days advance notice to the Lender in writing. This requirement may be waived by the Lender only through the provision of a written waiver to the Borrower prior to the return of the Property.

15.5. The Lender reserves the right not to renew this Agreement, in all or part, and to recall the Property if required by the Lender to meet the requirements of the NMUSAF, Wright-Patterson AFB, OH or for other military requirements. The Lender will provide a written thirty (30) day notice of intent to recall to the Borrower. In the event of recall, movement of the recalled Property from the Borrower's site will be accomplished at the Lender's expense.

16.0. Dispute Resolution. In the event a dispute arises between the parties over the terms and conditions of this Agreement reasonable attempts will be undertaken to resolve the matter through negotiation between the parties or persons appointed, in writing, by the parties. This Agreement shall be construed and interpreted in accordance with Federal law. If any provision herein is held unlawful or otherwise unenforceable by the Court any remaining provisions shall be considered divisible and remain in full force and effect. In the further event that negotiations fail to reach a resolution, the parties agree that the Federal District Court for the Southern District of Ohio, at Dayton, Ohio, will be the exclusive venue for resolving such disputes.

Executed on behalf of the Lender this Twenty-Eighth Day of January, 2016 at Wright-Patterson AFB OH.

UNITED STATES OF AMERICA

OCHS.PATRICIA.A.1230366671

Digitally signed by OCHS.PATRICIA.A.1230366671
DN: c=US, o=U.S. Government, ou=DoD, ou=PKI, ou=USAF, cn=OCHS.PATRICIA.A.1230366671
Date: 2016.01.28 07:39:37 -0500

By: PATRICIA OCHS
Title: Static Display Program Administrator

Agency: National Museum of the United States Air Force

Address: NMUSAF/MUC
1100 Spaatz St
Wright-Patterson AFB OH 45433-7102

Telephone: (937) 255-4770 Fax Number: (937) 656-4081

Email: patricia.ochs@us.af.mil

ACCEPTANCE

The Borrower, through its authorized representative, hereby accepts responsibility of the Property subject to the terms and conditions contained in this Agreement set forth above. The Borrower certifies that they have read, understand and acknowledge that concealing a material fact and/or making a fraudulent statement in dealing with the federal government may constitute a violation of federal law in accordance with 18 USC §1001.

Executed on behalf of the Borrower this _____ day of _____ 2016, at _____.

(Name of Borrower/Organization)

By: _____
(Signature)

(Typed or Printed Name & Title)

Address: _____

Telephone: _____ Fax Number: _____

Email: _____

ATTACHMENT 1

NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF) LOAN AND STATIC DISPLAY PROGRAMS

INSTRUCTIONS FOR PREPARATION AND MAINTENANCE OF AEROSPACE VEHICLES

SECTION A - GENERAL

A. Information:

1. This instruction covers the requirements for the preparation and preservation of aerospace vehicles for static display by an organization borrowing an aerospace vehicle from the National Museum of the United States Air Force (NMUSAF).
2. These requirements are designed to return and/or maintain the aerospace vehicle in as near original configuration as possible and to render them suitable for display.
3. Generally, all reconditioning, repairing, and refinishing will be accomplished in accordance with current Air Force directives and instructions and in a manner that would not modify it in any way, thereby altering the original form, design, or the historical significance of, said property. Deviations from this standard must be requested in writing and approved by NMUSAF.

B. Security Requirements:

1. Aerospace vehicles on display and undergoing preparation for display shall be kept secure from unsupervised personnel. Aerospace vehicles will be maintained with sufficient security to ensure that it is protected from vandalism and theft or unauthorized removal of components.
2. Any theft or unauthorized removal of components shall be immediately reported to the local law enforcement agency and by the next working day to NMUSAF. This must be followed by a report of the investigation of the incident within 30 days.
3. All canopies, doors, access hatches, and access plates, except for one entrance door, will be permanently sealed shut by any of the following methods to prevent unauthorized entry:
 - a. Bolting through the hatch to internal crossbars placed across the opening. These can be fabricated from sturdy steel strapping or channel iron.
 - b. Riveting the door securely to the jamb section.
 - c. Attaching hasps internally and securing with inside padlock.

d. Whatever method is employed to secure doors and access hatches, the crevices remaining will be filled with caulking compound or elastic putty to prevent internal damage from rain, snow, dust and ice. The access door that is not permanently sealed must be secured by a hasp welded or riveted in place. Multiple locks (two or three) are preferable, each with separate key or combination. This technique will reduce the possibility of unauthorized access but will provide emergency entrance for authorized personnel.

C. Maintenance Records:

1. Whenever items are permanently removed, the removal and disposition of such items shall be annotated on a maintenance log or AF Form 3581 (available from NMUSAF).

2. All work items that are accomplished shall be listed and signed off on a maintenance log (AF Form 3581, available from the NMUSAF).

3. Utilizing the maintenance log, a detailed accounting will be maintained by the borrower of all items removed or installed with the date of installation/removal and the name of the individual accomplishing the work.

4. Copies of all maintenance records must be returned to NMUSAF/MUC with the annual loan renewal process for preservation.

SECTION B - REQUIREMENTS

A. Prepare Powerplant for Display:

1. Disconnect and drain all water and oil lines, tanks, valves, and pumps. Reconnect lines and reinstall plugs after draining (if applicable).

2. Clean excess oil and grease from exterior components of engines (if applicable).

3. Check powerplant cowling for corrosion and damage. Repair and refinish as necessary for display.

4. Install intake and exhaust protective covers. Use standard covers if available or suitable substitutes.

5. Clean and preserve propeller(s). Treat any affected areas and refinish to standard configuration.

B. Prepare Landing Gear:

1. Clean and preserve strut.

2. Clean all wheels and other landing gear components.

3. Check and remove corrosion. Repaint to standard configuration.
4. Check all tires for excessive wear and adjust pressure as required.
5. Secure all retractable landing gear in the down position with positive locking devices.

C. Prepare Hydraulic Systems:

Clean all exposed finished surfaces of actuating rods, hydraulic cylinders, locks, and valves. Other hydraulic equipment will be cleaned and coated with corrosion preventative compound.

D. Prepare Electronic Systems:

Leave all electronic equipment that is not reclaimed installed on the aerospace vehicle. Stow all connectors from equipment that has been removed.

E. Prepare Airframe:

1. Check airframe for corrosion and treat affected areas.
2. Clean all debris and foreign material from interior of fuselage.
3. Check airframe for external damage and repair.
4. Cover all openings that will allow the entrance of water or other foreign matter that may have a corrosive or other deteriorating effect. Use standard covers if available, or suitable substitutes. Additional protection may be incorporated for aerospace vehicles displayed outside.
5. Check all fuselage, wing, and empennage drain holes for obstructions. Aerospace vehicles displayed outside may necessitate additional drain holes to ensure proper drainage. Drain holes should be periodically probed to ensure they are not obstructed. Inspect for water trapped in lower portions of fuselage. If water is present, comply with instructions contained in applicable technical order for removal and correction.
6. Clean and treat lavatory and relief facilities (if applicable).
7. Check all astrodomes and plastic panels for crazing and damage. Repair and/or replace as necessary. Clean all plastic panels thoroughly with soap and water.

F. Prepare Control Surfaces:

1. Check all metal control surfaces for corrosion and treat-affected areas.
2. Check all control surfaces for external damage and repair areas as necessary.
3. Inspect all fabric-covered control surfaces, repair or re-cover as necessary.

4. Check all control surfaces, attaching mechanisms for loose rivets and/or sheared bolts and make necessary repairs.

5. Secure all moveable surfaces in a neutral position with positive locking devices.

G. Radiation Safety:

No radioactive components will be reinstalled by the borrowing organization. If radioactive items are found reinstalled during later inspections, the borrowing organization will pay the cost of removal of the radioactive items and any decontamination required.

H. Final Preparation:

1. Secure aerospace vehicles by attaching tie down restraints to surface attaching points and to major structural parts of the item. Tie down restraints, including surface attaching points, should be of sufficient strength to withstand the expected wind condition for the locality.

2. Place aerospace vehicles on surface concrete or asphalt of sufficient strength to support its weight. This will not apply if the recipient, with the written permission of the NMUSAF, has mounted the aerospace vehicle on a pylon attached to its structural members.

3. Aerospace vehicles that are normally supported on pneumatic tires must be placed on display stands. Tires should be inflated and or checked to maintain normal tire shape.

4. Remove all antenna wires that could serve as a bird roost.

5. Install bird proofing on all aerospace vehicle openings, including intake and exhaust covers.

6. Flag or cover protruding objects of a hazardous nature.

I. Coordination:

1. Deviation from the procedures outlined in this attachment must be requested in writing and require written approval prior to deviation.

2. No aerospace vehicles will be renovated, reconfigured, have markings changed, or tail number altered, or any parts added, removed, or replaced as part of a planned restoration effort without prior written approval from the NMUSAF.

ATTACHMENT 2

NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF) LOAN AND STATIC DISPLAY PROGRAMS

INSTRUCTIONS FOR THE CARE OF ARTIFACTS

A. Information:

1. These general guidelines are provided to fulfill the NMUSAF's obligation to ensure the preservation of the collection and to define the responsibilities of organizations that retain historical property for display.

2. Under normal circumstances, artifacts will not be made available from the NMUSAF unless the basic measures for preservation and conservation have already been accomplished. However, regardless of the state of preservation at the time of receipt, an assessment must be made and all appropriate measures taken to ensure continued preservation of historical property. All items must be properly prepared for exhibition, placed in a safe environment and inspected periodically.

B. General Guidelines for Artifacts:

1. All artifacts must be protected from harmful exposure and maintained in a stable environment. Preservative treatments and mounting techniques will vary with each item depending on its material(s), condition and display method. The following are some general guidelines:

a. When displaying an artifact never modify it in such a way as to alter or compromise its integrity, authenticity or uniqueness. Retain its natural characteristics.

b. Provide appropriate physical security against vandalism or theft through the use of locked or sealed display cases. The artifact's intrinsic value should determine the security measures required.

c. Good housekeeping and environmental control are essential for the long term care of museum artifacts.

2. Contact the NMUSAF Conservator for guidance if needed.

C. Damage Threats to Artifacts: The threats of damage or deterioration to artifacts generally come from four sources:

1. People – The greatest threat to the continued survival of an artifact comes from people. This is a result of mishandling the artifact resulting in mechanical breakage, soiling from unprotected hands (fingerprints), improper cleaning methods and incorrect attempts at preservation or repairs (making it 'look' better). Unfortunately, theft must also be included in this category.

2. Light – Light, a form of radiation, damages many materials, especially fabrics. This damage is first observed as the fading of colors followed by the gradual breakdown of the material. The most harmful portion of the light spectrum is ultra-violet (UV). Protecting from UV is accomplished by avoidance of natural sunlight or artificial light such as florescent and halogen. The use of Light Emitting Diodes (LED) is the preferred standard in museum exhibits. Normal incandescent lighting is low in UV radiation.

a. All historical property on loan from the NMUSAF that is on interior exhibit will not be exposed to light level which exceeds 200 lux or 20 foot-candles from any source. The acceptable level for most artifacts falls between 50 and 200 lux or 5 and 20 foot-candles. Sensitive artifacts, such as artwork, photographs and textiles should have their intensity levels adjusted toward lower limits and/or limited exposure time. There is a reciprocity law between intensity (lux) and time of exposure: Ten hours of exposure at 50 lux has the same damaging effect as 1 hour at 500 lux.

b. Protection for UV is accomplished by avoidance or shielding. Shielding of UV producing light sources, such as direct or diffused sunlight and all fluorescent lighting, requires UV Plexiglas, solar screen, blackout curtains or UV filtering sleeves. All UV filtering media have a life span of about 10 years, after which they must be changed to maintain their effectiveness.

3. Environment – The most common environmental threats are heat and humidity. Ideally, an artifact is displayed at a constant temperature of 68 degrees and 50% relative humidity. Of the two, humidity is the most destructive. Excessive heat and humidity may create a favorable environment for the growth of molds and fungus as well as rust/corrosion. Rapid changes in temperature and humidity should be avoided.

4. Insect/Pest – Insects and pests can be highly destructive. The first line of defense is the cleanliness of the facility. Careful monitoring and frequent inspection will provide early detection of infestation. If and when an infestation is detected many methods of pest removal are destructive to artifacts. If an artifact is exposed to infestation, contact the NMUSAF Conservator.

D. Conservation: Adherence to the guidelines for preservation of artifacts will go a long way to ensure their longevity. In rare instances, some conservation measures may be needed. Contact the NMUSAF Conservator for guidance. Do not attempt to treat an artifact on your own.

E. Storage: All attempts should be made to place artifacts on exhibit as soon as possible. Environmental control, good housekeeping and periodic inspections are essential to the proper storage of artifacts. Textiles shall be stored flat when possible and laid out on acid free tissue

paper. Well padded hangers should be used if textiles are hung for display. Storage on shelves shall be loose with no piling or stacking of artifacts and all shelving covered with acid free tissue. If shelving is wood, it shall be sealed to deter transfer of acid from wood to artifacts. Cabinets are preferable to open storage as they discourage theft, dust and insect problems.

F. Handling: Wear cotton, nitrile or latex gloves while handling artifacts. Two hands should be used to handle or carry artifacts to reduce risk of dropping. Carry only one artifact at a time. Do not carry or lift artifacts by handles or weakest point.

G. Display: Displaying an artifact can be very detrimental if not done properly. Cases should be designed to incorporate UF-3 or UF-5 Plexiglas to shield artifacts from UV light. Cases should be ventilated to allow air exchange and openings filtered to prevent entry of insects. All interior surfaces of wooden cases should be properly sealed. All artifacts should be buffered from acidic display materials. Never alter an artifact to fit a case or to facilitate mounting. Use mannequins that do not place undue stress on uniforms. Do not force garments on to mannequins. Keep cases clean and place them in areas away from direct sun and extremes in temperature and humidity.

H. Shipping: Damage to artifacts can occur during shipping. Use appropriate packing materials to protect the artifact during transit. Consult the NMUSAF to arrange shipping.

NATIONAL MUSEUM of the U.S. AIR FORCE
RCS: HAF-HO(A) 8801 INVENTORY REPORT
Loan Account Number SDA0051

22-Jan-16

ACCESSION #	NOMENCLATURE	Value
SD-2000-0068	AIRCRAFT, F-101B, 57-0417	\$21,000
SD-2000-0114	AIRCRAFT, F-15A, 77-0146	\$21,000

I certify that the above listed items shown on Pages 1 through 1
have been accounted for with any discrepancies so noted.

Signature: _____
(Historical Property Custodian) (Date)

Typed or Printed Name

Typed or Printed Title

2016 POINT OF CONTACT INFORMATION SHEET

ACCOUNT NUMBER	SDA0051
CITY/ORGANIZATION NAME	CITY OF CALLAWAY
MAILING ADDRESS	6601 E HIGHWAY 22
CITY	CALLAWAY
STATE/COUNTRY	FL
ZIP CODE	32404
PHYSICAL LOCATION OF ITEM	F-101B, Callaway Arts & Conf Ctr Rec Complex, F-15A, Callaway Veterans Park
HISTORICAL PROPERTY CUSTODIAN	MR MICHAEL FULLER
TITLE, HISTORICAL PROPERTY CUSTODIAN	CITY MANAGER
PRIMARY POINT OF CONTACT	MR MICHAEL FULLER
TITLE PRIMARY POINT OF CONTACT	CITY MANAGER
PRIMARY PHONE NUMBER	850-871-6000
ALTERNATE PHONE NUMBER	
PRIMARY FAX NUMBER	850-871-2444
EMAIL ADDRESS	citymanager@cityofcallaway.com

1100 SPAATZ STREET
WRIGHT-PATTERSON AFB, OHIO 45433-71102

COVERAGES
THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT

COVERAGE PROVIDED BY: **FLORIDA MUNICIPAL INSURANCE TRUST**

AGREEMENT NUMBER: FMIT 0072

COVERAGE PERIOD: FROM 10/1/15

COVERAGE PERIOD: TO 10/1/16 12:01 AM STANDARD TIME

TYPE OF COVERAGE - LIABILITY

General Liability

- Comprehensive General Liability, Bodily Injury, Property Damage, Personal Injury and Advertising Injury
- Errors and Omissions Liability
- Employment Practices Liability
- Employee Benefits Program Administration Liability
- Medical Attendants'/Medical Directors' Malpractice Liability
- Broad Form Property Damage
- Law Enforcement Liability
- Underground, Explosion & Collapse Hazard

Limits of Liability

* Combined Single Limit
Deductible N/A

Automobile Liability

- All owned Autos (Private Passenger)
- All owned Autos (Other than Private Passenger)
- Hired Autos
- Non-Owned Autos

Limits of Liability

TYPE OF COVERAGE - PROPERTY

- Buildings**
 - Basic Form
 - Special Form
- Personal Property**
 - Basic Form
 - Special Form
- Agreed Amount
- Deductible \$1,000
- Coinsurance 100%
- Blanket
 - Specific
- Replacement Cost
- Actual Cash Value

Miscellaneous

- Inland Marine
- Electronic Data Processing
- Bond

Limits of Liability on File with Administrator

TYPE OF COVERAGE - WORKERS' COMPENSATION

- Statutory Workers' Compensation
- Employers' Liability
 - \$1,000,000 Each Accident
 - \$1,000,000 By Disease
 - \$1,000,000 Aggregate By Disease
- Deductible N/A
- SIR Deductible N/A

Automobile/Equipment - Deductible

- Physical Damage NA - Comprehensive - Auto NA - Collision - Auto Per Schedule - Miscellaneous Equipment

Other

* The limit of liability is \$200,000 Bodily Injury and/or Property Damage per person or \$300,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to \$1,000,000 for General Liability (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability/settlement for which no claims bill has been filed or liability imposed pursuant to Federal Law or actions outside the State of Florida.

Description of Operations/Locations/Vehicles/Special Items

RE: Coverage Verification for Aircraft F 15A, Serial #77-0146, Location 009.003 - Veterans Park, 5916 Cherry Street, Callaway, FL -- Value \$21,000 & Aircraft F 1001B, Serial #57-0417, Location 011.002 - Callaway Recreational Complex, 500 Callaway Parkway, Callaway, FL -- Value \$21,000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.

Designated Member

Cancellations

**CITY OF CALLAWAY
BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY**

DATE: FEBRUARY 23, 2016

ITEM: TELECOMMUNICATION SERVICES – WOW! CONTRACT

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)

As previously discussed, on January 20, 2016, the City of Callaway received bids for Telecommunication Services. Currently WOW provides the city's phone services and their contract expires at the end of February 2016. Wow/Knology of Florida, LLC, was the only vendor to submit a bid. Currently, monthly recurring costs average \$4,045.24 per month city-wide.

Staff would like direction on a temporary extension of the current contract depending on costs and options received from WOW! prior to the meeting of Commission.

ATTACHMENT:

- TO BE DISTRIBUTED PRIOR TO MEETING

5. REQUESTED MOTION/ACTION: Staff requests direction from Commission on how they would like to proceed.

**CITY OF CALLAWAY
BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY**

DATE: FEBRUARY 23, 2016

ITEM: RESOLUTION NO. 16-03 – TRANSPORTATION ALTERNATIVE PROGRAM (TAP) BOAT RACE RD.

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

2. AGENDA:

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

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

N/A

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

Every year the City submits an application to the West Florida Regional Planning Council (WFRP) for a sidewalks and bike lane project to be included in the FDOT District 3 Transportation Alternatives Program, formerly known as the Transportation Enhancement Program. To continue to have this project considered in the program, the City is required to adopt a Resolution to be submitted with the project application by the deadline on March 14, 2016. This is a re-submittal of the application for the construction of sidewalks and bike lane along Boat Race Road from Tyndall Parkway (US98) to Berthe Avenue.

ATTACHMENTS:

- Resolution No. 16-03
- Planning Department Summary
- Location Map

5. REQUESTED MOTION/ACTION:

Staff recommends Commission approval of Resolution No. 16-03. For the continued support for sidewalks and bike lane on Boat Race Road from Tyndall Parkway (US98) to Berthe Avenue, and to authorize staff to submit the application to the WFRP.

RESOLUTION NO. 16-03

A RESOLUTION BY THE CITY OF CALLAWAY, FLORIDA TO CONTINUE TO SUPPORT CONSTRUCTION OF SIDEWALKS AND BIKE LANE ON BOAT RACE ROAD WITH TRANSPORTATION ALTERNATIVE PROGRAM FUNDING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, walking helps meet the goals of Chapter 339.175 Florida Statutes - Metropolitan Planning Organization - to serve the mobility needs of people while minimizing transportation related fuel consumption and air pollution; and

WHEREAS, Congress created the Moving Ahead for Progress in the 21st Century (MAP-21) in 2012 to address growing concerns about air quality, open space, and traffic congestion. The Transportation Alternatives (TA) Program strengthens the cultural, aesthetic, and environmental aspects of the Nation's intermodal transportation system; and

WHEREAS, the addition of pedestrian facilities helps meet the goals of Chapter 163.3177 Florida Statutes - Comprehensive Plans - promoting alternative modes of transportation; and

WHEREAS, the Center of Disease Control (CDC) encourages people to walk for fitness, transportation and fun; and

WHEREAS, this support is consistent with the Florida Statutes, Bay County Transportation Planning Organization (TPO), FDOT, MAP-21, and CDC policies supporting alternative means of transportation.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Callaway, Florida that they continue to support the construction of sidewalks and a bike lane on Boat Race Road, a project submitted by the City of Callaway every year since 1997.

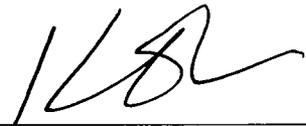
PASSED, APPROVED AND DULY ADOPTED by the City Commission of the City of Callaway, Florida, meeting in regular session this 23rd day of February, 2016.

CITY OF CALLAWAY, FLORIDA

Thomas W. Abbott, Mayor

Attest: _____
Janice L. Peters, MMC, City Clerk

APPROVED AS TO FORM FOR THE CITY OF
CALLAWAY ONLY:



Kevin D. Obos, City Attorney

VOTE OF COMMISSION:

Abbott ___
Covey ___
Henderson ___
Hollister ___
Pelletier ___

**CITY OF CALLAWAY
PLANNING DEPARTMENT
STAFF SUMMARY**

TRANSPORTATION ALTERNATIVES PROGRAM – BOAT RACE ROAD SIDEWALK AND BIKE LANE

Date: February 23, 2016

Background:

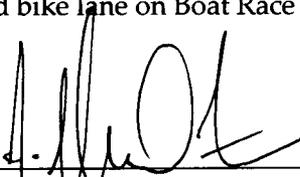
Every year the City submits an application to the West Florida Regional Planning Council (WFRPC) for a sidewalks and bike lane project to be included in the FDOT District 3 Transportation Alternatives Program, formerly known as the Transportation Enhancement Program. The Transportation Alternatives Program is a State funded program. The purpose of the Transportation Alternatives Program is to strengthen the cultural, aesthetic, and environmental aspects of the Nation's intermodal transportation system. To continue to have this project considered in the program, the City is required to adopt a Resolution to be submitted with the project application by the deadline on March 14, 2016. The FDOT and Bay County TPO prioritize the submitted projects on an annual basis according to location, school, and safety factors. The FDOT requires that applicant be Local Agency Program (LAP) certified and fund the project costs upfront. The applicant is reimbursed by the FDOT when funds are available.

Staff Findings:

This is a re-submittal of an application for the construction of sidewalks and a bike lane along Boat Race Road from Tyndall Parkway (US98) to Berthe Avenue. Currently, there are no sidewalks or bicycle facilities along this segment of roadway. This area of Callaway is mostly residential and would benefit with new bike/ped facilities. This project would allow for improved and safer pedestrian access in the commercial and residential areas along this corridor, and to the located trolley/bus stops along this segment of Bob Little Road. The project was originally submitted in 2014 and is currently ranked 3rd among the TPO's project priorities.

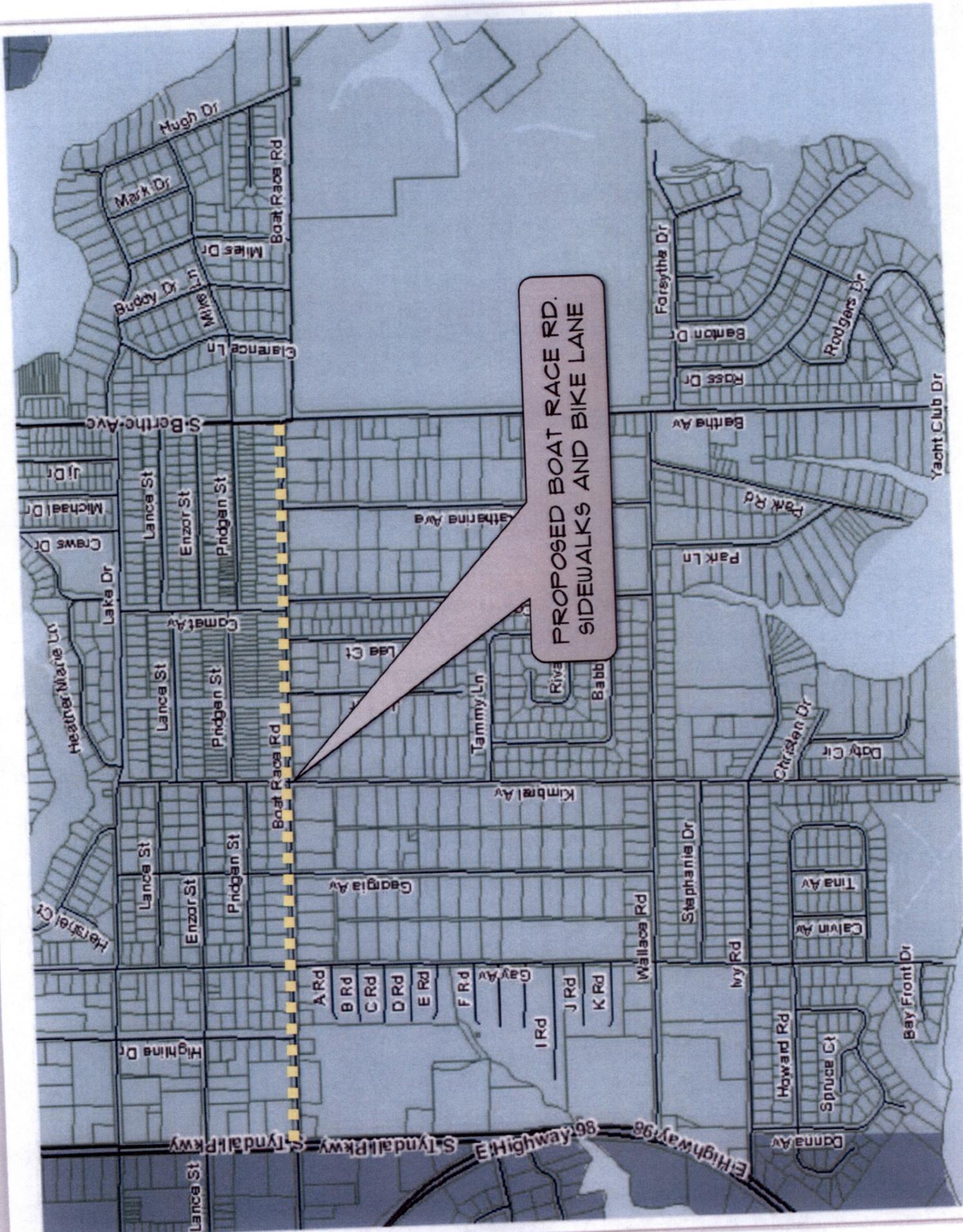
Staff Recommendation:

It is recommended that the Commission approve the Resolution for continued support for sidewalks and bike lane on Boat Race Road, and authorize staff to submit the application to the WFRPC.



J. Michael Fuller, AICP
City Manager

PROPOSED BOAT RACE RD.
SIDEWALKS AND BIKE LANE



**CITY OF CALLAWAY
BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY**

DATE: FEBRUARY 23, 2016

ITEM: RESOLUTION NO. 16-04 – TRANSPORTATION ALTERNATIVE PROGRAM (TAP) WALLACE RD.

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

2. AGENDA:
PRESENTATION
PUBLIC HEARING
CONSENT
OLD BUSINESS
REGULAR

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

N/A

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

Every year the City submits an application to the West Florida Regional Planning Council (WFRP) for a sidewalks and bike lane project to be included in the FDOT District 3 Transportation Alternatives Program, formerly known as the Transportation Enhancement Program. To continue to have this project considered in the program, the City is required to adopt a Resolution to be submitted with the project application by the deadline on March 14, 2016. This is a re-submittal of the application for the construction of sidewalks and bike lane along Wallace Road from Tyndall Parkway (US98) to Berthe Avenue.

ATTACHMENTS:

- Resolution No. 16-04
- Planning Department Summary
- Location Map

5. REQUESTED MOTION/ACTION:

Staff recommends Commission approval of Resolution No. 16-04. For the continued support for sidewalks and bike lane on Wallace Road from Tyndall Parkway (US98) to Berthe Avenue, and to authorize staff to submit the application to the WFRP.

RESOLUTION NO. 16-04

A RESOLUTION BY THE CITY OF CALLAWAY, FLORIDA TO CONTINUE TO SUPPORT CONSTRUCTION OF SIDEWALKS AND BIKE LANE ON WALLACE ROAD WITH TRANSPORTATION ALTERNATIVE PROGRAM FUNDING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, walking helps meet the goals of Chapter 339.175 Florida Statutes - Metropolitan Planning Organization - to serve the mobility needs of people while minimizing transportation related fuel consumption and air pollution; and

WHEREAS, Congress created the Moving Ahead for Progress in the 21st Century (MAP-21) in 2012 to address growing concerns about air quality, open space, and traffic congestion. The Transportation Alternatives (TA) Program strengthens the cultural, aesthetic, and environmental aspects of the Nation's intermodal transportation system; and

WHEREAS, the addition of pedestrian facilities helps meet the goals of Chapter 163.3177 Florida Statutes - Comprehensive Plans - promoting alternative modes of transportation; and

WHEREAS, the Center of Disease Control (CDC) encourages people to walk for fitness, transportation and fun; and

WHEREAS, this support is consistent with the Florida Statutes, Bay County Transportation Planning Organization (TPO), FDOT, MAP-21, and CDC policies supporting alternative means of transportation.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Callaway, Florida that they continue to support the construction of sidewalks and a bike lane on Wallace Road, a project submitted by the City of Callaway every year since 1997.

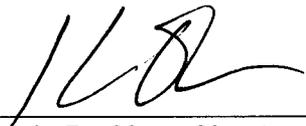
PASSED, APPROVED AND DULY ADOPTED by the City Commission of the City of Callaway, Florida, meeting in regular session this 23rd day of February, 2016.

CITY OF CALLAWAY, FLORIDA

Thomas W. Abbott, Mayor

Attest: _____
Janice L. Peters, MMC, City Clerk

APPROVED AS TO FORM FOR THE CITY OF
CALLAWAY ONLY:



Kevin D. Obos, City Attorney

VOTE OF COMMISSION:

Abbott ___
Covey ___
Henderson ___
Hollister ___
Pelletier ___

**CITY OF CALLAWAY
PLANNING DEPARTMENT
STAFF SUMMARY**

TRANSPORTATION ALTERNATIVES PROGRAM – WALLACE ROAD SIDEWALK AND BIKE LANE

Date: February 23, 2016

Background:

Every year the City submits an application to the West Florida Regional Planning Council (WFRPC) for a sidewalks and bike lane project to be included in the FDOT District 3 Transportation Alternatives Program, formerly known as the Transportation Enhancement Program. The Transportation Alternatives Program is a State funded program. The purpose of the Transportation Alternatives Program is to strengthen the cultural, aesthetic, and environmental aspects of the Nation's intermodal transportation system. To continue to have this project considered in the program, the City is required to adopt a Resolution to be submitted with the project application by the deadline on March 14, 2016. The FDOT and Bay County TPO prioritize the submitted projects on an annual basis according to location, school, and safety factors. The FDOT requires that applicant be Local Agency Program (LAP) certified and fund the project costs upfront. The applicant is reimbursed by the FDOT when funds are available.

Staff Findings:

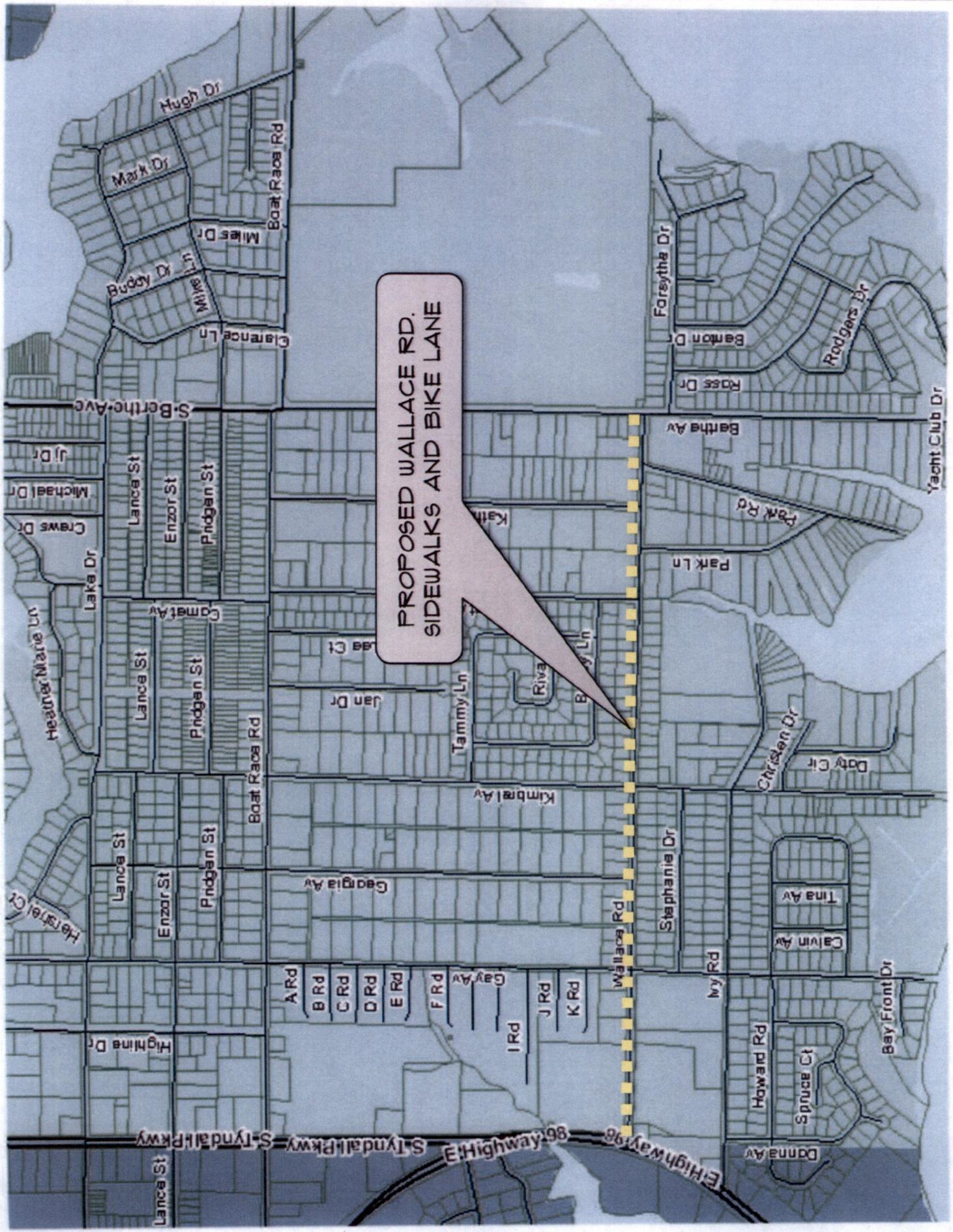
This is a new submittal of an application for the construction of sidewalks and a bike lane along Wallace Road from Tyndall Parkway (US98) to Berthe Avenue. Currently, there are no sidewalks or bicycle facilities along this segment of roadway. This area of Callaway is mostly residential and would benefit with new bike/ped facilities. This project would allow for improved and safer pedestrian access in the commercial and residential areas along this corridor, and to the located trolley/bus stops along this segment of Bob Little Road. The project was submitted in 2014 and is currently ranked 5th among the TPO's project priorities.

Staff Recommendation:

It is recommended that the Commission approve the Resolution for continued support for sidewalks and bike lane on Wallace Road, and authorize staff to submit the application to the WFRPC.



J. Michael Fuller, AICP
City Manager



PROPOSED WALLACE RD.
SIDEWALKS AND BIKE LANE

Highway 98
S. Lyndal Pkwy

S. Berthe Ave

Wallace Rd

Stephanie Dr

Ivy Rd

Howard Rd

Spruce Ct

Bay Front Dr

Donna Av

Calvin Av

Tina Av

Christen Dr

Day Cir

Park Ln

Park Rd

Berthe Av

Rose Dr

Forsythe Dr

Barton Dr

Rodgers Dr

Yacht Club Dr

Hugh Dr

Mark Dr

Boat Race Rd

Miles Dr

Buddy Dr

Milve Ln

Clarence Ln

Lanza St

Enzor St

Pridgan St

Camet Av

Lanza St

Pridgan St

Boat Race Rd

Lanza St

Enzor St

Pridgan St

Georgia Av

Kimberl Av

Tammy Ln

River

Bay Ln

Lee Ct

Jean Dr

Kath

Heather Marie Ln

Lake Dr

Michael Dr

Craves Dr

JJ Dr

Hershel Ct

Hughline Dr

Lanza St

Gay Av

I Rd

F Rd

E Rd

D Rd

C Rd

B Rd

A Rd

J Rd

K Rd

Donna Av

Howard Rd

Spruce Ct

Calvin Av

Tina Av

Day Cir

Christen Dr

Park Ln

Park Rd

Berthe Av

Rose Dr

Forsythe Dr

Barton Dr

Rodgers Dr

Yacht Club Dr

Hugh Dr

Mark Dr

Miles Dr

Buddy Dr

Milve Ln

Clarence Ln

Boat Race Rd

Heather Marie Ln

Lake Dr

Michael Dr

Craves Dr

JJ Dr

Hershel Ct

Hughline Dr

Lanza St

**CITY OF CALLAWAY
BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY**

DATE: FEBRUARY 23, 2016

ITEM: RESOLUTION NO. 16-05 – TRANSPORTATION ALTERNATIVE PROGRAM (TAP) CHERRY STREET (BOTH SIDES)

1. PLACED ON AGENDA BY:

J. Michael Fuller, City Manager

2. AGENDA:

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

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

N/A

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

Every year the City submits an application to the West Florida Regional Planning Council (WFRP) for a sidewalks (both sides) project to be included in the FDOT District 3 Transportation Alternatives Program, formerly known as the Transportation Enhancement Program. To continue to have this project considered in the program, the City is required to adopt a Resolution to be submitted with the project application by the deadline on March 14, 2016. This is a re-submittal of the application for the construction of sidewalks (both sides) along Cherry Street from Tyndall Parkway (US98) to Star Avenue.

ATTACHMENTS:

- Resolution No. 16-05
- Planning Department Summary
- Location Map

5. REQUESTED MOTION/ACTION:

Staff recommends Commission approval of Resolution No. 16-05. For the continued support for sidewalks (both sides) on Cherry Street from Tyndall Parkway (US98) to Star Avenue, and to authorize staff to submit the application to the WFRP.

RESOLUTION NO. 16-05

A RESOLUTION BY THE CITY OF CALLAWAY, FLORIDA TO CONTINUE TO SUPPORT CONSTRUCTION OF SIDEWALKS (BOTH SIDES) ON CHERRY STREET WITH TRANSPORTATION ALTERNATIVE PROGRAM FUNDING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, walking helps meet the goals of Chapter 339.175 Florida Statutes - Metropolitan Planning Organization - to serve the mobility needs of people while minimizing transportation related fuel consumption and air pollution; and

WHEREAS, Congress created the Moving Ahead for Progress in the 21st Century (MAP-21) in 2012 to address growing concerns about air quality, open space, and traffic congestion. The Transportation Alternatives (TA) Program strengthens the cultural, aesthetic, and environmental aspects of the Nation's intermodal transportation system; and

WHEREAS, the addition of pedestrian facilities helps meet the goals of Chapter 163.3177 Florida Statutes - Comprehensive Plans - promoting alternative modes of transportation; and

WHEREAS, the Center of Disease Control (CDC) encourages people to walk for fitness, transportation and fun; and

WHEREAS, this support is consistent with the Florida Statutes, Bay County Transportation Planning Organization (TPO), FDOT, MAP-21, and CDC policies supporting alternative means of transportation.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Callaway, Florida that they continue to support the construction of sidewalks and a bike lane on Cherry Street, a project submitted by the City of Callaway every year since 1997.

PASSED, APPROVED AND DULY ADOPTED by the City Commission of the City of Callaway, Florida, meeting in regular session this 23rd day of February, 2016.

CITY OF CALLAWAY, FLORIDA

Thomas W. Abbott, Mayor

Attest: _____
Janice L. Peters, MMC, City Clerk

APPROVED AS TO FORM FOR THE CITY OF
CALLAWAY ONLY:



Kevin D. Obos, City Attorney

VOTE OF COMMISSION:

Abbott ___
Covey ___
Henderson ___
Hollister ___
Pelletier ___

**CITY OF CALLAWAY
PLANNING DEPARTMENT
STAFF SUMMARY**

TRANSPORTATION ALTERNATIVES PROGRAM – CHERRY STREET SIDEWALKS

Date: February 23, 2016

Background:

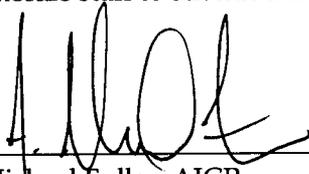
Every year the City submits an application to the West Florida Regional Planning Council (WFRPC) for a sidewalks and bike lane project to be included in the FDOT District 3 Transportation Alternatives Program, formerly known as the Transportation Enhancement Program. The Transportation Alternatives Program is a State funded program. The purpose of the Transportation Alternatives Program is to strengthen the cultural, aesthetic, and environmental aspects of the Nation's intermodal transportation system. To continue to have this project considered in the program, the City is required to adopt a Resolution annually to be submitted with the project application. The deadline for this year is by the deadline on March 14, 2016. The FDOT and Bay County TPO prioritize the submitted projects on an annual basis according to location, school, and safety factors. The FDOT requires that applicant be Local Agency Program (LAP) certified and fund the project costs upfront. The applicant is reimbursed by the FDOT when funds are available.

Staff Findings:

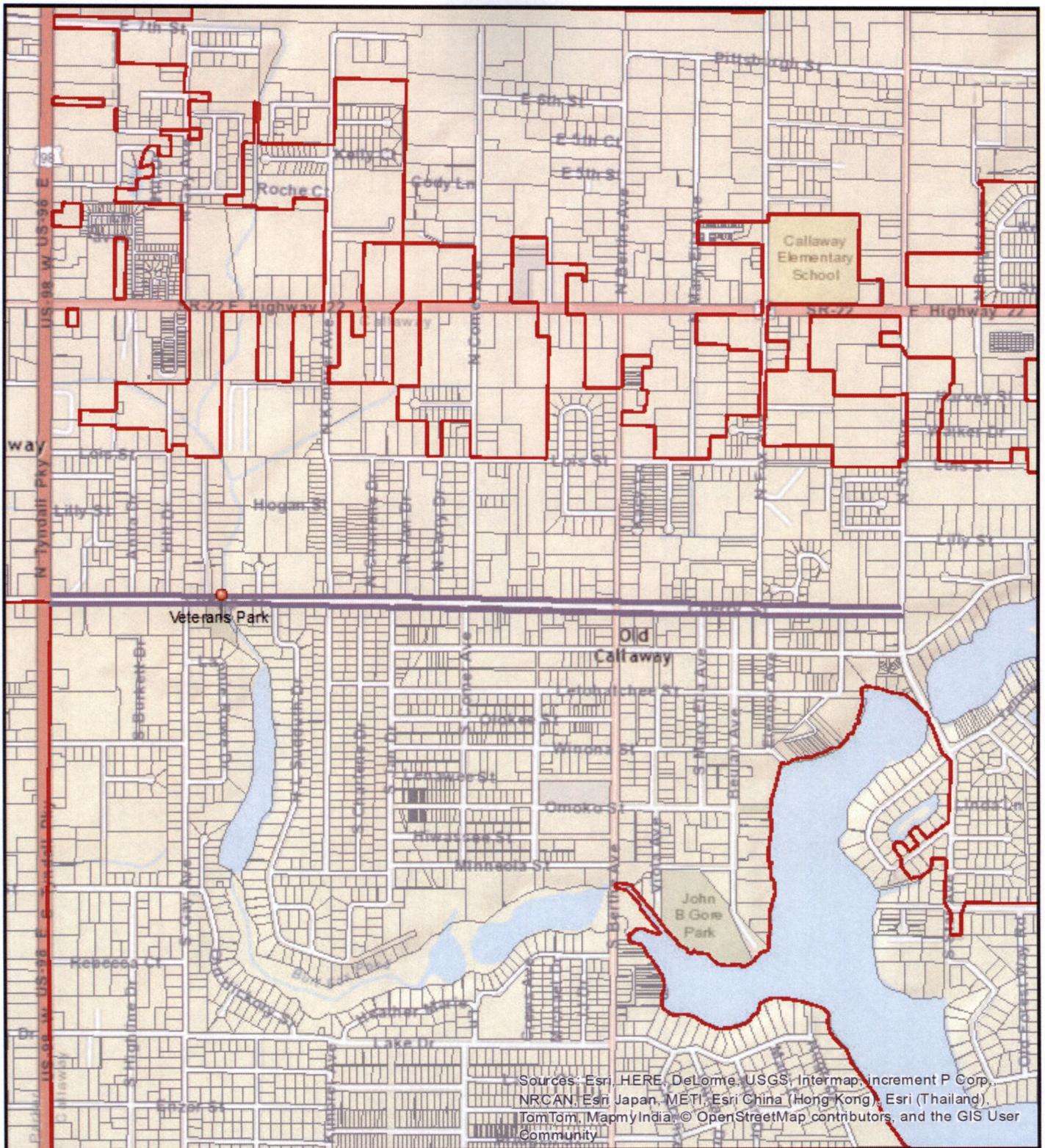
This is a re-submittal of an application for the construction of sidewalks along both sides of Cherry Street from Tyndall Parkway (US98) to Star Avenue. Currently, there are bicycle lanes along this segment of roadway, but they are inadequate for the level of pedestrian movement along Cherry Street. Raised sidewalks with curb and gutter would be a more practical and safer alternative to the bike lanes. This area of Callaway is largely residential and would benefit from improved pedestrian facilities. This project would allow access to the service and commercial land uses along Cherry Street and Tyndall Parkway. Cherry Street is also a heavily traveled major collector road where pedestrian safety is essential. The project was submitted in 2014 and is currently ranked 2nd among the TPO's project priorities.

Staff Recommendation:

It is recommended that the Commission approve the Resolution for sidewalks on Cherry Street, and authorize staff to submit the application to the WFRPC.



J. Michael Fuller, AICP
City Manager



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

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



Cherry Street Sidewalks (Both Sides)



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

Printed: 3/30/2015

**CITY OF CALLAWAY
BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY**

DATE: FEBRUARY 23, 2016

ITEM: RESOLUTION No. 16-06 – TRANSPORTATION ALTERNATIVE PROGRAM (TAP) YELLOW BLUFF & S. STAR AVENUE

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

2. **AGENDA:**
PRESENTATION
PUBLIC HEARING
CONSENT
OLD BUSINESS
REGULAR

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

N/A

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

Every year the City submits an application to the West Florida Regional Planning Council (WFRP) for a sidewalks and bike lane project to be included in the FDOT District 3 Transportation Alternatives Program, formerly known as the Transportation Enhancement Program. To continue to have this project considered in the program, the City is required to adopt a Resolution to be submitted with the project application by the deadline on March 14, 2016. This is a re-submittal of the application for the construction of sidewalks along Yellow Bluff Road and South Star Avenue.

ATTACHMENTS:

- Resolution No. 16-06
- Planning Department Summary
- Location Map

5. **REQUESTED MOTION/ACTION:**

Staff recommends Commission approval of Resolution No. 16-06. For the continued support for sidewalks on Yellow Bluff Road and South Star Avenue, and to authorize staff to submit the application to the WFRP.

RESOLUTION NO. 16-06

**A RESOLUTION BY THE CITY OF CALLAWAY,
FLORIDA TO CONTINUE TO SUPPORT CON-
STRUCTION OF SIDEWALKS ON YELLOW BLUFF
ROAD WITH TRANSPORTATION ALTERNATIVE
PROGRAM FUNDING; AND PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, walking helps meet the goals of Chapter 339.175 Florida Statutes - Metropolitan Planning Organization - to serve the mobility needs of people while minimizing transportation related fuel consumption and air pollution; and

WHEREAS, Congress created the Moving Ahead for Progress in the 21st Century (MAP-21) in 2012 to address growing concerns about air quality, open space, and traffic congestion. The Transportation Alternatives (TA) Program strengthens the cultural, aesthetic, and environmental aspects of the Nation's intermodal transportation system; and

WHEREAS, the addition of pedestrian facilities helps meet the goals of Chapter 163.3177 Florida Statutes - Comprehensive Plans - promoting alternative modes of transportation; and

WHEREAS, the Center of Disease Control (CDC) encourages people to walk for fitness, transportation and fun; and

WHEREAS, this support is consistent with the Florida Statutes, Bay County Transportation Planning Organization (TPO), FDOT, MAP-21, and CDC policies supporting alternative means of transportation.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Callaway, Florida that they continue to support the construction of sidewalks and a bike lane on Yellow Bluff Road, a project submitted by the City of Callaway every year since 1997.

PASSED, APPROVED AND DULY ADOPTED by the City Commission of the City of Callaway, Florida, meeting in regular session this 23rd day of February, 2016.

CITY OF CALLAWAY, FLORIDA

Thomas W. Abbott, Mayor

Attest: _____
Janice L. Peters, MMC, City Clerk

APPROVED AS TO FORM FOR THE CITY OF
CALLAWAY ONLY:



Kevin D. Obos, City Attorney

VOTE OF COMMISSION:

Abbott ___
Covey ___
Henderson ___
Hollister ___
Pelletier ___

**CITY OF CALLAWAY
PLANNING DEPARTMENT
STAFF SUMMARY**

TRANSPORTATION ALTERNATIVES PROGRAM – YELLOW BLUFF ROAD AND SOUTH STAR AVENUE SIDEWALKS

Date: February 23, 2016

Background:

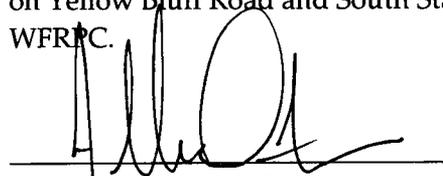
Every year the City submits an application to the West Florida Regional Planning Council (WFRPC) for a sidewalks and bike lane project to be included in the FDOT District 3 Transportation Alternatives Program, formerly known as the Transportation Enhancement Program. The Transportation Alternatives Program is a State funded program. The purpose of the Transportation Alternatives Program is to strengthen the cultural, aesthetic, and environmental aspects of the Nation's intermodal transportation system. To continue to have this project considered in the program, the City is required to adopt a Resolution annually to be submitted with the project application. The deadline for this year is by the deadline on March 14, 2016. The FDOT and Bay County TPO prioritize the submitted projects on an annual basis according to location, school, and safety factors. The FDOT requires that applicant be Local Agency Program (LAP) certified and fund the project costs upfront. The applicant is reimbursed by the FDOT when funds are available.

Staff Findings:

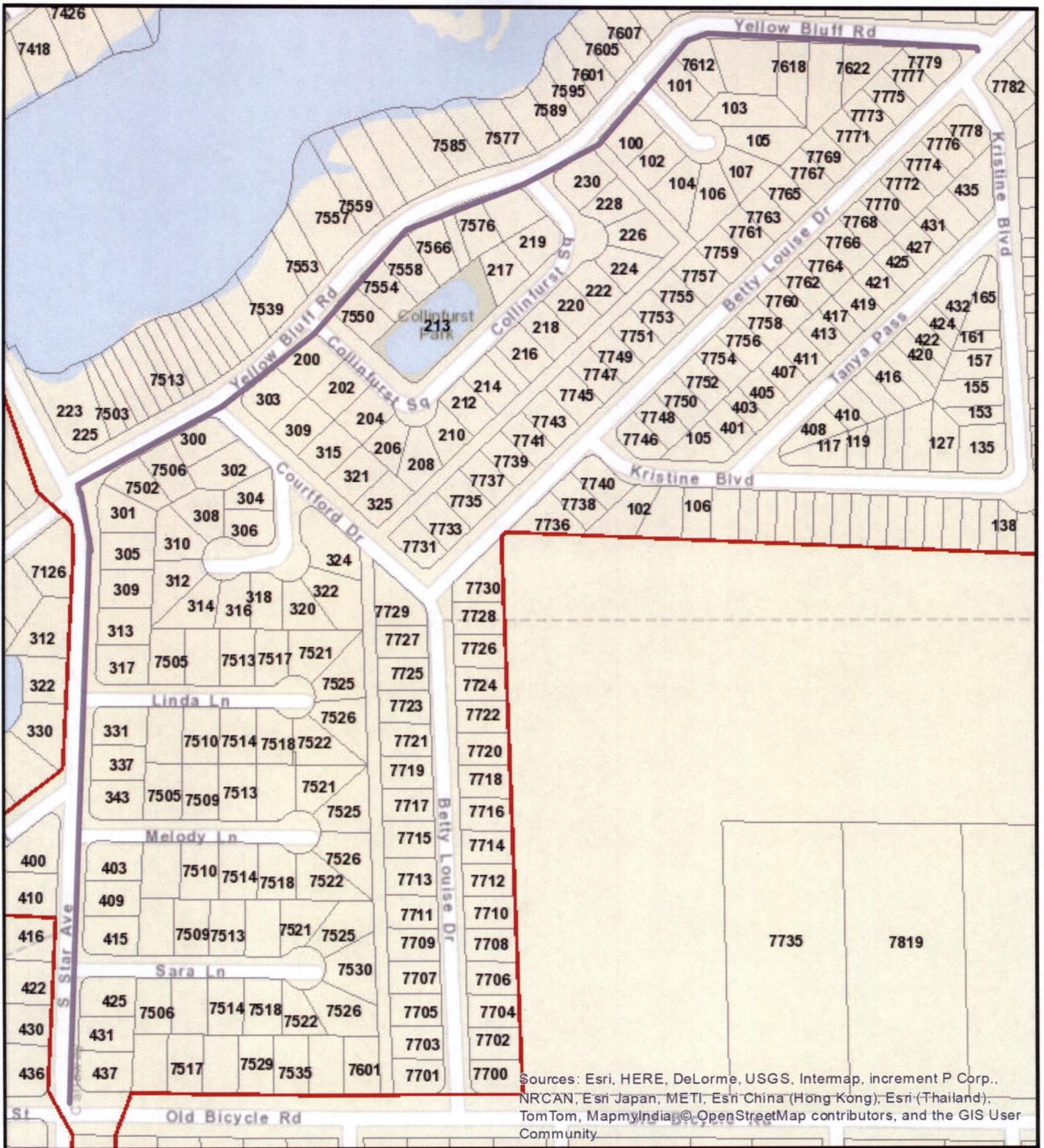
This is a new submittal of an application for the construction of a sidewalk along one side of Yellow Bluff Road and portions of South Star Avenue lying within the city. Currently, there are no sidewalks along these two segments of roadway, but there are sidewalks along adjacent roads that would be made accessible by this project. This area of Callaway is primarily residential has many of the of the city's non-drivers, including children and older adults. These age groups will greatly benefit from the proposed sidewalks because it will connect existing neighborhoods and provide safe routes to school and recreational uses (such as Callaway Elementary School and the Callaway Recreational complex. The project was submitted in 2015 and is currently ranked 6th among the TPO's project priorities.

Staff Recommendation:

The Planning Department recommends that the Commission approve the Resolution for sidewalks on Yellow Bluff Road and South Star Avenue, and authorize staff to submit the application to the WFRPC.



J. Michael Fuller, AICP
City Manager



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

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



Yellow Bluff Road and S. Star Ave. Sidewalks



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

Printed: 3/30/2015

**CITY OF CALLAWAY
BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY**

DATE: FEBRUARY 23, 2016

ITEM: RESOLUTION No. 16-07 – TRANSPORTATION ALTERNATIVE PROGRAM (TAP) BOB LITTLE ROAD

1. PLACED ON AGENDA BY:

J. Michael Fuller, City Manager

2. AGENDA:

PRESENTATION
PUBLIC HEARING
CONSENT
OLD BUSINESS
REGULAR

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

N/A

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

Every year the City adopts Resolutions and re-submits applications for sidewalk and bicycle lane projects to be included in the Bay County TPO Transportation Alternatives Program, formerly known as the Transportation Enhancement Program. In order for these projects to remain eligible in the program, a Resolution of continued support, along with a re-submittal application must be submitted to the West Florida Regional Planning Council by March 14, 2016. This is a re-submittal application for the construction of sidewalks and bicycle lane along Bob Little Road from Cherry Street to 7th Street.

ATTACHMENTS:

- Resolution No. 16-07
- Planning Department Summary
- Location Map

5. REQUESTED MOTION/ACTION:

Staff recommends Commission approval of Resolution No. 16-07. For the continued support for sidewalks and bike lane on Bob Little Road, and to authorize staff to submit the application to the WFRP.

RESOLUTION NO. 16-07

A RESOLUTION BY THE CITY OF CALLAWAY, FLORIDA TO CONTINUE TO SUPPORT CONSTRUCTION OF SIDEWALKS AND BIKE LANE ON BOB LITTLE ROAD WITH TRANSPORTATION ALTERNATIVE PROGRAM FUNDING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, walking helps meet the goals of Chapter 339.175 Florida Statutes - Metropolitan Planning Organization - to serve the mobility needs of people while minimizing transportation related fuel consumption and air pollution; and

WHEREAS, Congress created the Moving Ahead for Progress in the 21st Century (MAP-21) in 2012 to address growing concerns about air quality, open space, and traffic congestion. The Transportation Alternatives (TA) Program strengthens the cultural, aesthetic, and environmental aspects of the Nation's intermodal transportation system; and

WHEREAS, the addition of pedestrian facilities helps meet the goals of Chapter 163.3177 Florida Statutes - Comprehensive Plans - promoting alternative modes of transportation; and

WHEREAS, the Center of Disease Control (CDC) encourages people to walk for fitness, transportation and fun; and

WHEREAS, this support is consistent with the Florida Statutes, Bay County Transportation Planning Organization (TPO), FDOT, MAP-21, and CDC policies supporting alternative means of transportation.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Callaway, Florida that they continue to support the construction of sidewalks and a bike lane on Bob Little Road, a project submitted by the City of Callaway every year since 1997.

PASSED, APPROVED AND DULY ADOPTED by the City Commission of the City of Callaway, Florida, meeting in regular session this 23rd day of February, 2016.

CITY OF CALLAWAY, FLORIDA

Thomas W. Abbott, Mayor

Attest: _____
Janice L. Peters, MMC, City Clerk

APPROVED AS TO FORM FOR THE CITY OF
CALLAWAY ONLY:



Kevin D. Obos, City Attorney

VOTE OF COMMISSION:

Abbott ___
Covey ___
Henderson ___
Hollister ___
Pelletier ___

**CITY OF CALLAWAY
PLANNING DEPARTMENT
STAFF SUMMARY**

TRANSPORTATION ALTERNATIVES PROGRAM – BOB LITTLE ROAD SIDEWALK AND BIKE LANE

Date: February 23, 2016

Background:

Every year the City submits an application to the West Florida Regional Planning Council (WFRPC) for a sidewalks and bike lane project to be included in the FDOT District 3 Transportation Alternatives Program, formerly known as the Transportation Enhancement Program. The Transportation Alternatives Program is a State funded program. The purpose of the Transportation Alternatives Program is to strengthen the cultural, aesthetic, and environmental aspects of the Nation's intermodal transportation system. To continue to have this project considered in the program, the City is required to adopt a Resolution to be submitted with the project application by the deadline on March 14, 2016. The FDOT and Bay County TPO prioritize the submitted projects on an annual basis according to location, school, and safety factors. The FDOT requires that applicant be Local Agency Program (LAP) certified and fund the project costs upfront. The applicant is reimbursed by the FDOT when funds are available.

Staff Findings:

This is a re-submittal of an application for the construction of sidewalks and a bike lane along Bob Little Road. This Transportation Alternatives Program Project was recently committed for funding by FDOT. Engineering design is already complete and construction is expected to commence within the year, but a resolution of support is still recommended. Currently, there are no sidewalks or bicycle facilities along this segment of roadway. This project would allow for improved and safer pedestrian access in the commercial and residential areas along this corridor, and to the located trolley/bus stops along this segment of Bob Little Road. This project is a "committed" TAP Project Priority, meaning funding for construction will be committed. (FDOT Item # 4355311)

Staff Recommendation:

It is recommended that the Commission approve the Resolution for continued support for sidewalks and bike lane on Bob Little Road, and authorize staff to submit the application to the WFRPC.



J. Michael Fuller, AICP
City Manager

**CITY OF CALLAWAY
BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY**

DATE: FEBRUARY 23, 2016

ITEM: RESOLUTION No. 16-08 – MUNICIPAL SECURITIES POST-ISSUANCE DISCLOSURE POLICY

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

2. AGENDA:
PRESENTATION
PUBLIC HEARING
CONSENT
OLD BUSINESS
REGULAR

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

N/A

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

Bond and other municipal securities issued by the City are subject to continuing disclosure requirements under Securities and Exchange Commission (SEC) Rule 15c2-12. These disclosure requirements include the filing and dissemination of financial documents to the Electronic Municipal Market Access ("EMMA") System. Digital Assurance Certification, LLC has been engaged to provide these services for the City's most recent bond issue. It is also recommended that the City establish a formal policy affirming its commitment to continuing disclosures related to financial reports and events to interested third parties, financial institutions, and the general public.

The enclosed resolution establishes the "Municipal Securities Post-Issuance Disclosure Policy" consistent with SEC Rule 15c2-12, and incorporates the policy as part of the City's Accounting and Finance Policies.

ATTACHMENTS:

- Resolution No. 16-08
- Exhibit A - Policy

5. REQUESTED MOTION/ACTION:

Staff recommends Commission approval of Resolution No. 16-08.

RESOLUTION NO. 16-08

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CALLAWAY, FLORIDA ESTABLISHING A MUNICIPAL SECURITIES POST-ISSUANCE DISCLOSURE POLICY; PROVIDING FOR THE DISSEMINATION OF FINANCIAL INFORMATION IN ACCORDANCE WITH THE SECURITIES AND EXCHANGE COMMISSION RULES; REPEALING ALL RESOLUTIONS IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Callaway, Florida (the “City”) has bond issues subject to the continuing disclosure requirements of the Securities and Exchange Commission (the “SEC”) Rule 15c2-12; and

WHEREAS, the City has engaged Digital Assurance Certification, LLC (“DAC”) to provide continuing disclosure services, including the filing and dissemination of required financial documents to the Electronic Municipal Market Access (“EMMA”) System; and

WHEREAS, the City wishes to establish a policy affirming its commitment to fair post-issuance disclosure related to financial reports and events to interested third parties, financial institutions, and the general public; and

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

SECTION 1. The “Municipal Securities Post-Issuance Disclosure Policy” is hereby established and attached hereto as Exhibit A. This policy shall be incorporated into and made part of the City of Callaway Accounting and Finance Policies.

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

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause or phrase of this Resolution, including Exhibit A, is for any reason held invalid or unconstitutional by the decision of any court or regulatory body of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage.

PASSED, APPROVED AND DULY ADOPTED by the City Commission of the City of Callaway, Florida, meeting in regular session this 23rd day of February, 2016.

CITY OF CALLAWAY, FLORIDA

Thomas W. Abbott, Mayor

ATTEST: _____
Janice L. Peters, MMC, City Clerk

APPROVED AS TO FORM FOR THE CITY OF
CALLAWAY ONLY:

Kevin D. Obos, City Attorney

VOTE OF COMMISSION:

Abbott _____
Covey _____
Henderson _____
Hollister _____
Pelletier _____

Home > Government > Departments > Finance Department > Investor Information

Webpage: "Investor Information"

<http://www.cityofcallaway.com/index.aspx?NID=...>

Continuing Disclosures

The SEC requires certain continuing disclosure requirements under SEC Rule 15c2-12 that include annual financial information, audited financial statements, material event notices, failure to file notices and any other voluntary and relevant bond disclosures. The City is in compliance with all of these annual disclosure requirements.

For your convenience, the City is registered with EMMA where a bond holder or investor can receive the City's required financial disclosure information. Below is a list of the City's latest CUSIP filings (PDFs are included in supporting documents section):

- CUSIP No.... 2015 Capital Improvement Revenue Refunding Bonds

Link to most recent filings pursuant to Undertakings provided in compliance with SEC Rule 15c2-12.

<http://dataport.emma.msrb.org>

DAC, formerly an Ernst & Young LLP Company, publishes investor relations information pertaining to the City on its web site. To view secondary market disclosure information for the City of Callaway, go to www.DACBond.com.

This site will enable you to access the City's disclosure filings along with EMMA filing receipts and official statements that are subject to the SEC's continuing disclosure requirement.

Instructions for registering with DAC:

1. Go to www.dacbond.com.
2. In the top right corner, click on "Register" to select your personal username and password.
3. Your username and password will be immediately activated and you will receive an email confirmation.
4. Click Return to Login Screen
5. Type in your username and password in the fields provided under Rule 15c2-12 Compliance on the "Log In" page.
6. Type "Callaway" in the "Search" box or click "C" in the Alphabetic Search.
7. On the right of "Callaway" you can click the box to receive 'Alerts' (a copy of the documents released), 'View Filing History' (documents filed the last five years) or Q&A (leave a question for Callaway).

Questions? Please call DAC at 888-824-2663 and speak with a customer service representative.

Policies and Other Information

- The City of Callaway Municipal Securities Post –Issuance Disclosure Policy [[view file](#)]
- Current Comprehensive Annual Finance Report
[<http://www.cityofcallaway.com/DocumentCenter/View/194>]

For more information, click [[here](#)] to visit the City's Finance Department Webpage or go to <http://www.cityofcallaway.com/index.aspx?NID=83>

Disclaimer

All information contained on this Web page is obtained from sources believed to be accurate and reliable. While all information presented is believed to be accurate and reliable, it is prepared without audit unless otherwise identified as audited financial information. Due to the possibility of human or mechanical error and other factors, this information is provided as is without warranty of any kind and the City of Callaway makes no representation, express or implied, as to the accuracy, reliability, completeness or timeliness of this information, and is not responsible for any loss or damage incurred by any party using this information. The information contained at this Web site has been included for general informational purposes only and no person should make any investment decision in reliance upon the information contained herein. This Website and the information contained herein do not constitute an offer to sell or the solicitation of an offer to buy any securities.

**CITY OF CALLAWAY
BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY**

DATE: FEBRUARY 23, 2016

ITEM: RESOLUTION NO. 16-09 – APPLICATION FOR FLORIDA BOATING IMPROVEMENT PROGRAM

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

2. AGENDA:
PRESENTATION
PUBLIC HEARING
CONSENT
OLD BUSINESS
REGULAR

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

N/A

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

Resolution 16-09 will authorize the submittal of an application for grant funding from the Florida Fish and Wildlife Conservation Commission's (FWC) Florida Boating Improvement Program (FBIP). The proposed project is to provide improvements to the boat ramp located at Gore Park, including an asphalt parking lot and stormwater management system. The new asphalt parking lot will provide approximately 12 additional boat trailer parking spaces and 16 regular parking spaces. Jon Sklarski of Preble-Rish will be applying for and administering the grant on behalf of the City of Callaway which requires approval of the Memorandum of Understanding (MOU), enclosed with Resolution 16-09.

ATTACHMENTS:

- RESOLUTION NO. 16-09
- MEMORANDUM OF UNDERSTANDING

5. REQUESTED MOTION/ACTION:

Staff recommends adoption of Resolution No. 16-09 and submittal of the Florida Boating Improvement Program grant application, as well as the Memorandum of Understand for Preble-Rish to apply on behalf of the City.

RESOLUTION NO. 16-09

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CALLAWAY, FLORIDA CONCERNING THE FLORIDA BOATING IMPROVEMENT PROGRAM; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. The City of Callaway (City) will take the following actions in connections with providing authorized signatories for submission of the Florida Boating Improvement Program (FBIP) Application (or other FBIP documents and/or modifications for the City:

A. THE CITY OF CALLAWAY HEREBY GRANTS the following individuals as authorized signatories for the purposes of submitting the FBIP Application and any other documents related to the FBIP program process.

- 1) Thomas Abbott, Mayor (or his successor), City of Callaway.
- 2) Michael Fuller, City Manager, City of Callaway.
- 3) Jonathan Sklarski, P.E., Engineer-of-Record, Preble-Rish, Inc.

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

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause or phrase of this Resolution, including Exhibit A, is for any reason held invalid or unconstitutional by the decision of any court or regulatory body of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage.

PASSED, APPROVED AND DULY ADOPTED by the City Commission of the City of Callaway, Florida, meeting in regular session this 23rd day of February, 2016.

CITY OF CALLAWAY, FLORIDA

Thomas W. Abbott, Mayor

ATTEST: _____
Janice L. Peters, MMC, City Clerk

APPROVED AS TO FORM FOR THE CITY OF
CALLAWAY ONLY:

Kevin D. Obos, City Attorney

VOTE OF COMMISSION:

Abbott _____
Covey _____
Henderson _____
Hollister _____
Pelletier _____



CITY OF CALLAWAY, FLORIDA
CITY HALL

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

Mayor
Thomas W. Abbott

Commissioners
Dennis A. DeLapp
Pam Henderson
David Otano
Ralph L. Hollister

MEMORANDUM OF UNDERSTANDING
Between the
City of Callaway
And
Preble-Rish, Inc.

This Memorandum of Understanding (MOU) sets forth the terms and understanding between the **City of Callaway** (Callaway) and the **Preble-Rish, Inc.** (PRI) to submit and administer the Florida Boating Improvement Program (FBIP).

Purpose

This MOU will serve as an agreement and to set forth guidance for completing the FBIP Application.

The above goals will be accomplished by undertaking the following activities:

PRI Goals

- Complete the FBIP Application Package
- Submit the FBIP Application Package for Callaway

Callaway Goals

- Work with PRI and provide all of the needed information and signatures necessary to complete the application package

Reporting

Callaway and PRI will work together to evaluate effectiveness and adherence to the agreement and when evaluation will happen.

Finding

This MOU is not a commitment of funds between the Callaway and PRI.

Duration

This MOU is at-will and may be modified by mutual consent of authorized officials from PRI and Callaway. This MOU shall become effective upon signature by the authorized officials from PRI and Callaway and will remain in effect until modified or terminated by any one of the partners by mutual consent. In the absence of mutual agreement by the authorized officials from PRI and Callaway, this MOU shall end on February 1, 2017.

Contact Information

City of Callaway
J. Michael Fuller, City Manager
6601 East Highway 22
Callaway, Florida 34202
Ph.: (850) 871-6000
E-mail: mfuller@cityofcallaway.com

Preble-Rish, Inc.
Jonathan Sklarski, P.E. Senior Project Manager
203 Aberdene Parkway
Panama City, FL 32405
Ph.: (850) 522-0644
E-mail: sklarskij@preble-rish.com

J. Michael Fuller, City Manager
City Clerk

Attest: _____
Janice L. Peters, City Clerk

Jonathan Sklarski, P.E.
Preble-Rish, Inc.

**CITY OF CALLAWAY
BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY**

DATE: FEBRUARY 23, 2016

ITEM: WATER METER INSTALL PROJECT STATUS

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)

Per Commission request, Department of Public Works staff has compiled an update on the water meter install project, to include commercial water meters.

ATTACHMENT:

- DEPARTMENT OF PUBLIC WORKS MEMO

5. **REQUESTED MOTION/ACTION:**

For review and/or direction to staff.



CITY OF CALLAWAY, FLORIDA
CITY HALL

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

Mayor
Thomas W. Abbott

Commissioners
Melba Covey
Pam Henderson
Ralph L. Hollister
Bob Pelletier

DATE: February 17, 2016

TO: Trevor Noble,
Public Works Director

FROM: Oscar Martinez,
Utilities Superintendent

RE: Water Meter Installation Status

We have 2000 meters stored at Public Works ready for installation.

- Installation of water meters will commence on February 29, 2016.
- Projected completion date is June- July 2016.
- Sequence of water meter installation will be accomplished by starting on north side of the city working south.
- As a Quality Control check, city staff will run a weekly report, by way of the Drive by System, on the newly installed meters to catch any installation discrepancies. This report will be given to the installation contractor for correction at the beginning of the following week.
- An order for 1,500 water meters was placed on February 17, 2016, the remaining amount of water meters needed to complete the water meter installation project.

Commercial Water Meters

- The City has 95 commercial water meters that need to be replaced for drive by system capability.
- Quoted price for this upgrade is \$95,000.00. This only includes equipment not the cost of installation, which would be handled in house.
- Required time to read all commercial water meters is approximately 5 hrs./month.

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

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

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

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

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

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