



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, MARCH 22, 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 Gregory Turner
- Proclamation April as Clean-up, Paint-up, Fix-up Month
- Proclamation Child Abuse Prevention Month
- 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

- Feb. 22, 2016 Regular Workshop
- Feb. 23, 2016 Regular Meeting
- Feb. 26, 2016 Special Meeting

CONSENT AGENDA

- Item # 1 Financial Update – “Budget-in-Brief” – City Manager
- Item # 2 Budget Amendments – City Manager
- Item # 3 Garbage Haulers Permit Renewal – City Manager
- Item # 4 Surplus Vehicles/Equipment – City Manager
- Item # 5 Advisory Board Appointments - City Manager/City Clerk
- Item # 6 Development Order for Zaxby's – City Manager
- Item # 7 Development Order for Retail Bldg. - 7th St. & Tyndall Parkway – City Manager

REGULAR AGENDA

- Item # 8 Resolution No. 16-10** – Election Qualifying – City Manager/City Clerk
- Item # 9 Resolution No. 16-11** - Sports & Recreation Committee – City Manager/City Clerk
- Item #10 Resolution No. 16-12** – Yard of the Month Program – Commissioner Henderson
- Item #11 Right-of-way Construction Agreement** – Boat Race Rd. - City Manager
- Item #12 Comp Plan Evaluation & Appraisal Report Notification Letter** – City Manager
- Item #13 Light Pole Banners** – Informational Update - City Manager
- Item #14 UB Customer Service** - Commissioner Covey

COMMISSION COMMENTS

ANNOUNCEMENTS

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

- | | | |
|---------------------|-------------|---|
| • April | All Month | Clean-up, Paint-up, Fix-up Month |
| • April 6, 2016 | 5:15 - 6:30 | Candidate Forum – Callaway Community Center |
| • April 11-15, 2016 | 8:00 - 5:00 | Early Voting for Municipal Election |
| • April 15-16, 2016 | 7:00 - 4:30 | Bay County Waste Amnesty Days |
| • April 19, 2016 | All Day | Callaway Municipal Election |
| • April 22, 2016 | 12:00 Noon | Special Meeting - Swearing In Ceremony |
| • April 25, 2016 | 6:00 P.M. | Regular Workshop |
| • April 26, 2016 | 6:00 P.M. | Regular Meeting |
| • April 28, 2016 | 6:00 P.M. | Code Enforcement Board Meeting |

ADJOURNMENT



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

February 2016

Presented to

Gregory Turner

*Thank you Gregory for your attention to detail,
team work, and your ongoing dedication to the
City, Citizens and Staff.*

Mayor

City Manager

City of Callaway
Proclamation

Whereas, the City Commission of the City of Callaway, responding to the wishes of the citizens, is actively engaged in promoting the beauty, safety and health of our community; and,

Whereas, a timely reminder of the improved appearance of Bay County achieved annually by the concerned efforts of all municipalities is appropriate; and,

Whereas, the cities of Bay County continue in a program of harmonious cooperation in sponsoring a spring improvement plan, Clean-up, Paint-up and Fix-up.

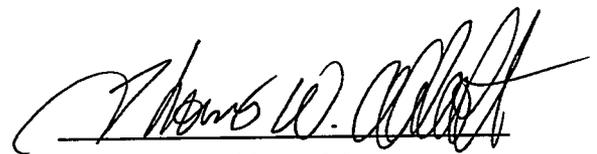
Now, Therefore, I, Thomas W. Abbott, Mayor of the City of Callaway, Florida, do hereby proclaim, in conjunction with Bay County's Waste Amnesty Days on April 15th & 16th, the month of April 2016, to be

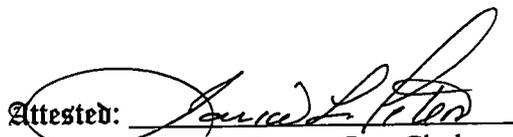
“Clean-up, Paint-up and Fix-up Month”

and urge all citizens and civic minded groups to join in a neighborhood beautification plan.

In Witness Whereof, I have hereunto set my hand and caused the Official Seal of the City of Callaway, Florida to be affixed this 22nd day of March, 2016.

City of Callaway, Florida


Thomas W. Abbott, Mayor

Attested: 
Janice L. Peters, City Clerk

City of Callaway

Proclamation

Whereas, throughout the United States, a report of child abuse is made every ten seconds and occurs at every socioeconomic level, across ethnic and cultural lines, within all religions and at all levels of education; and,

Whereas, national research suggests that one in four girls and one in six boys are subjected to some form of sexual abuse by 18 years of age and almost five children die in the United States every day as a result of child abuse in the home. More than three out of four are under the age of four years old; and,

Whereas, during the month of April, Prevent Child Abuse Florida, in collaboration with the Florida Department of Children and Families, will be engaging communities throughout the State in a coordinated effort to prevent child abuse and neglect by promoting the awareness of healthy child development, positive parenting practices and the types of concrete support families need within their communities.

Now, Therefore, I, Thomas W. Abbott, Mayor of the City of Callaway, Florida, do hereby proclaim the month of April 2016,

“Child Abuse Prevention Month”

and encourage all citizens to become involved in supporting families in raising their children in a safe nurturing environment.

In Witness Whereof, I have hereunto set my hand and caused the Official Seal of the City of Callaway, Florida to be affixed this 22nd day of March, 2016.

City of Callaway, Florida

Thomas W. Abbott, Mayor

Attested: _____
Janice L. Peters, City Clerk

**CITY OF CALLAWAY
BOARD OF COMMISSIONERS
REGULAR WORKSHOP MINUTES
FEBRUARY 22, 2016 – 6:00 P.M.**

The Callaway Commission met in workshop session with Thomas Abbott, Mayor, Commissioners Melba Covey, 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

Financial Update – “Budget-in-Brief”

Commissioner Pelletier asked about collection of business permits. City Manager Fuller advised they are listed under General Government Taxes or Other Taxes. He advised \$18,707 has been collected this year. In regards to the permits fees and license category, these are at 17% to date, is because that is where franchise fees are grouped and only fifteen to twenty percent have been received. Commissioner Pelletier asked what is being done to collect them. Following a brief discussion of the agreements, Finance Director Waldrip advised she will find out who needs to be contacted for a reminder.

Commissioner Pelletier asked about Planning and Code Enforcement at thirteen percent. City Manager Fuller advised Animal Control, at \$119,000 for the year, has not invoiced the City for the 1st Quarter.

Discussion on the transfers of 134% included transfers between the Enterprise Fund and General Fund throughout the year, interest incurred on the recent bonds, City Hall renovations and a new phone system, the latter of which has not yet been spent. City Manager Fuller will forward details to the Commissioners.

Commissioner Covey further referenced Animal Control and felt Building Permits, under Other Taxes should be categorized under License Fees. Finance Director Waldrip agreed.

Public Participation

John J. Malone, 707 Plantation Circle, commented on the percentage of collected ad valorem taxes of 87%. City Attorney Obos advised the Tax Collector issues certificates for taxes not paid by the end of March. The City has nothing to do will collection of taxes.

Budget Amendments

Regarding the unemployment insurance increase of \$1,200 City Manager Fuller advised money is not put in this category unless someone applies for unemployment. Finance Director Waldrip reviewed and advised the City does not pay unemployment taxes, instead taking the reimbursement option. In the event someone files for unemployment, the City pays at that time. The general consensus was that a small amount should be budgeted each year in the future.

AWT Mediation Agreement

The agreement, approved by both mediation teams, and changes made were reviewed. Commissioner Covey advised a 5-member Governing Board will be appointed, which will be made up of one Commissioner from each partner plus one person they select. City Attorney Obos advised the relationship with the County is much improved, and both the City Commission and Bay County will need to approve the agreement. Mayor Abbott felt the agreement to be an outstanding document following the two-year process. Costs were reviewed as well at the request of Commissioner Henderson.

Public Participation

David Griggs, 7111 Wynona Street, reiterated points made in the discussion regarding the odor scrubber, which the partnership paid for, and dropping the pipe down. He felt the agreement is a good one. Commissioner Covey advised costs for the odor scrubber replacement will be worked out through the Governing Board. There is no requirement in the agreement for the use of chemicals.

John Malone, 707 Plantation Circle, – was glad to see this finally come to fruition. He asked if F.S. 164 has been complied with and asked for copy of the report. City Attorney Obos indicated the city is in compliance. City Manager Fuller will provide the information.

Joe Townsend, 6412 Babby Lane, thanked the Department of Public Works for their quick response to the water problem on their street.

The ownership of the AWT and the proposed board was further reviewed.

Architect Agreement – City Hall Renovations

Commissioner Pelletier asked if we are under contract with Russell Johnson Architect and if a bid was published. City Manager Fuller advised Professional Services are not required to be bid. Their background was briefly discussed and City Manager Fuller advised they are Florida Licensed. Plans will be brought to Commission for review before finalization. He advised the \$10,000 for design had been budgeted separately from the \$50,000 renovation.

Surplus - No discussion.

National Museum of the United States Air Force - Loan and Static Display Program - No discussion.

OLD BUSINESS

WOW Contract – Discussion of Options

Commission thought they had instructed staff to move forward with a month-to-month with WOW in the interim of rebidding the project. City Manager Fuller and the City Clerk reviewed the month-to-month costs, which will cost us the addition contractual credits we currently get. Those costs are around \$900 per month city-wide. Consensus was to continue with WOW on a month-to-month basis and to move forward with a new process. Commission was not in favor of an independent assessment.

REGULAR AGENDA

City Manager Fuller advised these are all resubmittal of Transportation Alternative Program applications required annually for consideration.

Resolution 16-03 - TAP - Sidewalk/Bicycle Lane - Boat Race Rd.

Resolution 16-04 - TAP - Sidewalk/Bicycle Lane - Wallace Rd.

Resolution 16-05 - TAP - Sidewalks (Both Sides) - Cherry St.

Resolution 16-06 - TAP - Sidewalks - Yellow Bluff Rd.

City Clerk Peters advised the resolution will be corrected as there is no bike lane for this project.

Resolution 16-07 - TAP - Sidewalk/Bicycle Lane - Bob Little Rd.

City Manager Fuller advised this project has already been committed but funding has not been received so it is being resubmitted.

Resolution 16-08 - Municipal Securities Post-Issuance Disclosure Policy

City Attorney Obos advised this policy is required by the bond. City Manager Fuller indicated a webpage has been made available on the City's website under Finance.

Resolution 16-09 - Application for FL Boating Improvement Program

Commissioner Henderson asked the amount being requested. City Manager Fuller will provide those numbers and advised the grant pays 75%. He advised the City ranked 15 out of 40 last year and he believes the City was approved last year but the FWC has not gotten down the list to the City. They go down the list starting at the first entity approved until they run out of money.

Water Meter Install – Update

City Manager Fuller reviewed the summary provided by Public Works. Commissioner Covey asked why whole neighborhoods are not being done instead of one meter here and there. Director of Public Works Noble indicated the hardest ones to read were done first. Going forward the meters will be installed North to South. Commercial meter replacement has not been budgeted.

Director Noble advised the commercial meters are large meters, which will cost \$95,000 to replace. Currently it takes 5 hours a month to read them, which he felt outweighs the cost to replace. He advised the meters will be prioritized for replacement according to efficiency.

With the installment of all the meters, Department of Public Works will only need one meter reader on staff. The final meter installation will commence on the last day of February and should be complete by July.

Commissioner Pelletier asked about the coupling failure on the new meter at his residence. He asked what the percentage of the new installs that have failed and is it a contractor or supplier issue. Director Noble advised the issue has been discussed with the contractor and supplier and they have a plan for quality control.

City Clerk Peters indicated a Special Meeting for award of bid for the Highway 2297 Water Main Relocation needs to be schedule for Friday, February 26th or Monday, February 29th. City Manager Fuller advised formal approval of the grant agreement from the Water Management District will also be considered. Commission consensus was to set the meeting for Monday, February 29th at 6:00 p.m.

ADJOURNMENT

There being no further business, the meeting was adjourned at 7:26 p.m.

Janice L. Peters, MMC, City Clerk

Attest: _____
Mayor

**CITY OF CALLAWAY
BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
FEBRUARY 23, 2016 – 6:00 P.M.**

The Callaway Commission met in regular session with Thomas Abbott, Mayor and Commissioners Melba Covey, Pam Henderson, 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.

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

Mayor Abbott called for changes to the agenda; there was none.

PRESENTATIONS

20-Year Service Award – John P. Franklin

Commission presented Mr. Franklin with a 20-Year Service Plaque and thanked him for his service.

Employee of the Month – Tim Legare

Mayor Abbott read the letter of recommendation in which Mr. Legare was commended on his passion for his work and his leadership. Commission thanked Mr. Legare and presented him with the Certificate of Recognition.

Code Enforcement Board Report

Chairman Tony Mullinax informed the Commission of the outcome of the cases heard by the Code Enforcement Board at their meeting on January 28, 2016, giving a follow-up of a case that had been brought into compliance.

Bay County Sheriff's Office Report

Cpl. Deutsche reviewed statistics for the month of January as follows:

Miles Patrolled	-	17,660	Traffic Stops	-	94
Calls for Service	-	1,004	Citations Issued	-	73
Arrests Made	-	74	Traffic Crashes	-	32

He reviewed traffic enforcement measures around the city since the beginning of the year. Tickets issued and radar was briefly discussed, as well as the best time to set up traffic enforcement measures.

Public Participation

John Piercy, 325 Beulah Avenue, President of the Historical Society, commended Tim Legare, employee of the month, and thanked him for his contributions to the Historical Society.

Ron Fairbanks, 732 Mark Drive, commented on Commissioner Covey, City Manager Fuller and City Attorney Obos' work on AWT, Comcast's telecommunication services, and prospective sidewalks on Boat Race Road. He referenced streets in the city that citizens have expressed

concerns about speeding and advised the storm water drainage grate on Boat Race Road is clogged.

Jean Champoux, 621 S. Berthe Avenue, thanked Commissioner Covey, the City Manager and the City Attorney for the results on the AWT issue.

Paul D. Bohac, 7010 Mike Lane, addressed the auditor findings for the fiscal years of 2014 and the preliminary audit findings for 2015, as presented by Angela Balent, Warren Averett, at the January meeting of Commission. He recommended three possible solutions, which included adding a full-time position the Finance Department's current staffing to add, contracting with an IT professional to review the City's telecommunications issue, and consideration of moving to a twice-monthly billing cycle.

Shelley McKinney, 1424 East Park Rd., commented that the video streaming is great and a positive tool for citizens. She recommended the board strive to not speak over each other during the meetings.

Brigid Johnson, 7509 Melody Lane, she asked the new advisory committee. City Manager Fuller clarified that the advertisement is for advisory board members for all committees/boards.

MINUTES

January 25, 2016 Regular Workshop
January 26, 2016 Regular Meeting

City Clerk Peters advised that Workshop on January 25th ended at 7:40, not 8:30, and on the minutes of the regular meeting on January 26th, the reference to the completed audit field work should be for fiscal year 2015, not 2014.

Motion:

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

CONSENT AGENDA

Financial Update "Budget-in-Brief"
Budget Amendments
AWT Mediation Agreement
Architect Agreement
Surplus
National Museum of the United States Air Force – Loan and Static Display Program

Motion:

Motion was made by Commissioner Henderson and seconded by Commissioner Covey to approve the consent agenda. Motion carried unanimously upon roll-call vote.

OLD BUSINESS

WOW! Contract – No discussion needed as staff will proceed as directed by Commission at the January meeting, continuing on a month-to-month basis until a new bid for services has been issued.

REGULAR AGENDA

Resolution 16-03 - TAP - Sidewalk/Bicycle Lane - Boat Race Rd.

City Attorney Obos read Resolution No. 16-03 by title as follows:

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.

Motion:

Motion was made by Commissioner Hollister and seconded Commissioner Pelletier for approval of Resolution No. 16-03. Motion carried unanimously upon roll-call vote.

Resolution 16-04 - TAP - Sidewalk/Bicycle Lane - Wallace Rd.

City Attorney Obos read Resolution No. 16-04 by title as follows:

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

Motion:

Motion was made by Commissioner Pelletier and seconded Commissioner Henderson for approval of Resolution No. 16-04. Motion carried unanimously upon roll-call vote.

Resolution 16-05 - TAP - Sidewalks (Both Sides) - Cherry St.

City Attorney Obos read Resolution No. 16-05 by title as follows:

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

Motion:

Motion was made by Commissioner Pelletier and seconded Commissioner Covey for approval of Resolution No. 16-05. Motion carried unanimously upon roll-call vote.

Resolution 16-06 - TAP - Sidewalks - Yellow Bluff Rd.

City Attorney Obos read Resolution No. 16-06 by title as follows:

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

Motion:

Motion was made by Commissioner Henderson and seconded Commissioner Covey for approval of Resolution No. 16-06. Motion carried unanimously upon roll-call vote.

Resolution 16-07 - TAP - Sidewalk/Bicycle Lane - Bob Little Rd.

City Attorney Obos read Resolution No. 16-07 by title as follows:

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.

Motion:

Motion was made by Commissioner Covey and seconded Commissioner Henderson for approval of Resolution No. 16-07. Motion carried unanimously upon roll-call vote.

Resolution 16-08 - Municipal Securities Post-Issuance Disclosure Policy

The Municipal Securities Post-Issuance Disclosure Draft Policy was distributed to Commission at the beginning of the meeting.

City Attorney Obos read Resolution No. 16-08 by title as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CALLAWAY, FLORIDA ESTABLISHING A MUNICIPAL SECURITIES POST-ISSUANCE DISLOCURE 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 SERVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion:

Motion was made by Commissioner Covey and seconded Commissioner Henderson for approval of Resolution No. 16-08. Motion carried unanimously upon roll-call vote.

Resolution 16-09 - Application for FL Boating Improvement Program

City Attorney Obos read Resolution No. 16-09 by title as follows:

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 SERVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion:

Motion was made by Commissioner Hollister and seconded Commissioner Henderson for approval of Resolution No. 16-09.

City Manager Fuller advised an email was received which indicated the City was approved for up to \$135,421 in funding for improvements to the Gore Public Boat Ramp parking and bathrooms. He recommended approval of the resolution for consideration of other grant funds.

Motion carried unanimously upon roll-call vote.

Water Meter Install – Update

City Manager Fuller advised replacement of the remainder of meters will begin February 29th and is projected to be complete by July.

COMMISSION COMMENTS

Bob Pelletier, Commissioner, Ward III

Commissioner Pelletier added that Tim Legare always has a smile.

Pamn Henderson, Commissioner, Ward II

Commissioner Henderson asked if Code Enforcement could provide an update on how many have not complied. Bill Frye, Zoning & Code Enforcement Officer advised 21 cases are open for skirting violations. Two homeowners have already complied and 13 have received notices of violations. He advised Code Enforcement has almost swept the whole city and he expects a few more violations will be added. He also advised that the normal notice of violation process will be followed.

Commissioner Covey asked if homeowners are noticed if just a portion of the skirting is missing. Officer Frye advised yes, skirting has to be all the way around and has to hide the tongue as well.

Melba Covey, Commissioner, Ward I

Commissioner Covey reviewed the statistics of Alice Bennett's temporary employment with the City and asked where the current process currently stands. Finance Director Waldrip advised she is working on reconciling January statements. City Manager Fuller advised with Springbrook training that took place for one week this month and review of policy manuals, the process is a little behind.

Commissioner Covey asked if someone who had taken the training was designated for Springbrook training follow-up or questions. City Manager Fuller advised someone at City Hall and someone at Department of Public Works was designated. The next training is scheduled for March 22nd through April 1st.

ANNOUNCEMENTS

Mayor Abbott read the announcements, adding that there will be a Special Meeting on Monday, February 29, 2016, in reference to award of the bid for the Hwy. 2297 Water Main Relocation and acceptance of the Water Management District Grant.

Commissioner Henderson clarified that the March Workshop and Meeting will be on March 21st and 22nd.

ADJOURNMENT

There being no further business, the meeting was adjourned at 6:48 p.m.

Janice L. Peters, MMC, City Clerk

Attest: _____
Mayor

**CITY OF CALLAWAY
BOARD OF COMMISSIONERS
SPECIAL MEETING MINUTES
FEBRUARY 29, 2016 – 6:00 P.M.**

The Callaway Commission met in regular session with Thomas Abbott, Mayor and Commissioners Melba Covey, Pam Henderson, Bob Pelletier and Ralph Hollister. Also present was J. Michael Fuller, City Manager; Kevin Obos, City Attorney; Janice L. Peters, City Clerk; Tim Legare, Leisure Services Director; 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.

REGULAR AGENDA

Award of Bid No. PW2016-02 - Highway 2297 Water Main Relocation

City Manager Fuller briefly reviewed the bid and advised Gulf Coast Utility Contractors (GCUC) was the lowest bidder. Staff and the project engineer recommended award of the bid to GCUC for the not-to-exceed amount of \$340,400.

Commissioner Pelletier asked for an explanation of the difference between the base bid and the alternate bid. Jon Sklarski, Preble-Rish, advised the alternate bid was for the option of using an 18" HDPE Direction Bore in place of the 16" fusible PVC. The 16" fusible PVC option was chosen for this project. The subject of water pressure was reviewed as well.

It was noted that part of the project will be funded via the Water Management District Grant to be discussed in the next item.

Motion:

Motion was made by Commissioner Hollister and seconded Commissioner Henderson for approval of award of bid to Gulf Coast Utility Contractors for the not-to-exceed amount of \$340,400. Motion carried unanimously upon roll-call vote.

Water Management District Grant - Approval

Mayor Abbott advised the grant will fund \$168,374, or half, of the water main relocation project. City Manager Fuller advised the actual agreement copy is in the packet and has already been approved by the Water Management District Board.

Commissioner Henderson asked what the timeframe for use of the grant funds is. City Manager Fuller anticipated a one month timeframe to complete the project, followed by a couple of months for completion of the paperwork. Mr. Sklarski confirmed a 30-45 day completion from Notice to Proceed, as is listed in the contract.

Motion:

Motion was made by Commissioner Henderson and seconded by Commissioner Hollister for approval of acceptance of the grant. Motion carried unanimously upon roll-call vote.

ADJOURNMENT

There being no further business the meeting was adjourned at 6:15 p.m.

Janice L. Peters, MMC, City Clerk

Attest: _____
Mayor

DRAFT

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

DATE: MARCH 22, 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 February 29, 2016.

ATTACHMENT:

- BUDGET-IN-BRIEF

5. REQUESTED MOTION/ACTION:

For review only. No action required.



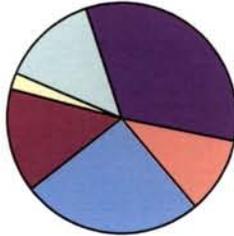
CITY OF CALLAWAY

Fiscal Year 2016

BUDGET-IN-BRIEF as of February 29, 2016

41.67% of Year Elapsed

YTD-Citywide Expense Allocation



Operating 25.5%	Personnel Svc 14.6%
Non-Operating 2.3%	Transfers 13.6%
Principal Debt Pmts 33.2%	Capital 10.7%

General Fund Revenues

Revenues	Budget	Year-to-Date	%
Advalorem Taxes	1,003,362	845,411	84.3%
Other Taxes	1,918,340	783,625	40.8%
Permits, Fees, & Licenses	1,013,650	389,684	38.4%
Grants & Shared Revenue	1,948,165	738,801	37.9%
Service Charges	157,650	68,298	43.3%
Judgements, Fines, & Forfeits	4,400	1,286	29.2%
Interest & Other Earnings	4,550	1,604	35.3%
Rents & Royalties	59,500	18,122	30.5%
Sales of Fixed Assets	30,200	3,152	10.4%
Contributions & Donations	2,500	791	31.6%
Miscellaneous Revenue	300	294	98.0%
Total Revenues	\$ 6,142,617	\$ 2,851,068	46.4%

General Fund Expenditures

Expenditures	Budget	Year-to-Date	%
Executive (Commission)	58,648	22,684	38.7%
City Manager	233,719	94,690	40.5%
Finance	247,761	129,908	52.4%
Legal	110,000	46,990	42.7%
Planning & Code Enforcement	315,752	92,515	29.3%
Information Technology	69,150	19,877	28.7%
Elections	6,250	-	0.0%
General Government	306,146	108,887	35.6%
Law Enforcement	1,483,300	617,843	41.7%
Fire Department	1,069,608	436,934	40.8%
Streets	1,144,794	456,734	39.9%
Maintenance Shop	210,482	88,082	41.8%
Leisure Services	804,008	386,792	48.1%
Transfers	1,537,235	1,447,235	94.1%
Indirect Cost Allocation	(544,087)	(226,702)	41.7%
Total Expenditures	\$ 7,052,766	\$ 3,722,469	52.8%

General Fund Increase/Decrease to Fund Balance

	Budget	Year-to-Date
Incr / (Decr) to Fund Balance	(910,149)	(871,401)

Community Redevelopment Fund

	Budget	Year-to-Date	%
Revenues & Trfrs In	23,573	17,952	76.2%
Expenditures	102,750	9,013	8.8%
Incr / (Decr) to Fund Balance	(79,177)	8,939	

Debt Service Fund

	Budget	Year-to-Date	%
Transfers In	1,447,235	1,447,235	100.0%
Debt Service Pmts.	1,447,235	1,447,235	100.0%
Incr / (Decr) to Fund Balance	-	-	

Capital Projects Fund

	Budget	Year-to-Date	%
Revenues & Trfrs In	810,325	363,096	44.8%
Expenditures	810,325	365,620	45.1%
Incr / (Decr) to Fund Balance	-	(2,524)	

Water Fund

	Budget	Year-to-Date	%
Revenues & Trfrs In	2,761,750	1,065,142	38.6%
Expenses & Trfrs Out	6,445,143	3,333,975	51.7%
Incr / (Decr) to Net Assets	(3,683,393)	(2,268,833)	

Sewer Fund

	Budget	Year-to-Date	%
Revenues & Trfrs In	4,359,200	1,743,920	40.0%
Expenses & Trfrs Out	9,002,654	1,613,949	17.9%
Incr / (Decr) to Net Assets	(4,643,454)	129,971	

2015 Bond principal contributions were not recorded as an expense.

Solid Waste Fund

	Budget	Year-to-Date	%
Revenues	581,800	241,676	41.5%
Expenses & Trfrs Out	519,259	180,224	34.7%
Incr / (Decr) to Net Assets	62,541	61,452	

Citywide Increase/Decrease to Fund Balance / Net Assets

	Budget	Year-to-Date
Incr / (Decr) to Fund Balance/Net Assets	(9,253,632)	(2,942,396)

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

DATE: MARCH 22, 2016

ITEM: BUDGET TRANSFER – PUBLIC WORKS STREET DIVISION

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)

This budget amendment is amending the water budget to account for the water line relocation grant received from the Northwest Florida Water Management District.

ATTACHMENT:

- BUDGET AMENDMENT REQUEST FORM

5. REQUESTED MOTION/ACTION:

Staff recommends approval of the budget amendment.



BUDGET AMENDMENT REQUEST

AMOUNTS IN WHOLE DOLLARS

Account #	Account Description	CURRENT Budget Amt	Requested Increase	Requested Decrease	REVISED Budget Amt	Explanation for Request
	Department					
	Water					3/22/2016
41-330-334-16	Water - Water Line Reloc Grant Revenue	\$ -	\$ 168,374	-	\$ 168,374	
41-380-389-10	Water - Budgeted Use of Reserves	\$ 3,683,393	-	\$ 168,374	\$ 3,515,019	Amend Water budget to account for water line relocation grant received from the Northwest Florida Water Management District.
	Totals		\$ 168,374	\$ 168,374		

APPROVALS

Department Head _____ Date: _____

City Manager _____ Date: _____

Commission _____ Date: _____

Finance _____ Date: _____

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

DATE: MARCH 22, 2016

ITEM: GARBAGE HAULER PERMIT RENEWALS

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 three (3) years the companies who haul garbage for our citizens must renew their permit. Per Chapter 9, Article II, Sec. 9-23, of City's Code of Ordinances, the City Commission shall review the application of each garbage hauler to determine, in its sole discretion, whether or not it is in the best interests of the City that the permit be granted.

Attached is Chapter 9, Article II, Sec. 9, of the City's Code of Ordinances, which addresses the application process, issuance of the permits, and prohibited acts.

ATTACHMENTS:

- Code of Ordinances Chapter 9, Article II
- Permit Applications
 - Bargain Sanitation
 - Mr. Trash
 - Nate's Sanitation Service, Inc.
 - Waste Management, Inc. of Florida
 - Waste Pro

5. REQUESTED MOTION/ACTION:

Staff recommends approval the permit renewals.

Chapter 9 - GARBAGE, REFUSE AND WEEDS

ARTICLE II. - COLLECTING, HAULING OR TRANSPORTING GARBAGE OR REFUSE

Sec. 9-21. - Permit required.

The hauling or transportation of garbage or refuse of another from residences or places of business by any person without a permit from the city is hereby prohibited, it being the intent and purpose of this section to prohibit any person or agency other than the city, its duly authorized agents or permittees from hauling or transporting of garbage or other refuse of another, for hire, within the city limits thereof. This provision shall not prohibit those persons generating construction or demolition debris from removing that refuse created by their operations provided such removal can be accomplished safely using equipment suitable for such removal. This provision shall not prohibit any person from removing any garbage or refuse generated by themselves, their household or business establishment.

(Ord. No. 632, § 2, 4-10-01)

Sec. 9-22. - Permit application.

- (a) Scope. Any person desiring to engage in the business of collecting, hauling or transporting garbage or other refuse of another within the city limits, may do so only after making written application to, and receiving from the city commission a permit therefor.
- (b) Application; contents. Written application referred to in subsection (a) shall be submitted in the name of the owner or officer of the agency desiring to engage in the business of hauling, transporting or collecting garbage or other refuse. The application shall contain:
 - (1) A statement setting forth in detail the equipment proposed to be used by the applicant in the collection, hauling or transporting of garbage or other refuse;
 - (2) A statement of maximum rates to be charged for the collection, hauling and transporting of garbage and other refuse;
 - (3) A statement of the frequency and schedule of collection which the applicant proposes to make at each collection point;
 - (4) A statement of what garbage or refuse will not be collected by the applicant;
 - (5) A statement of the intended service area if less than the entire corporate limits of the city;
 - (6) A statement as to whether or not the collection of garbage or other refuse will be made in the front or rear of the residences or places of businesses proposed to be served by the applicant;
 - (7) A statement as to the disposition to be made of the garbage and refuse collected;
 - (8) An affirmative statement of the applicant that no increase in maximum rates for the collection and transporting of garbage and other refuse shall be made without first receiving prior approval of the city commission. The application shall further contain a statement that the applicant shall pay the city a sum equal to five percent of its gross receipts from its customers. These monies shall be paid to the city one month following the issuance of the permit and thereafter on each monthly anniversary date or quarterly during the term of the permit. The monthly and quarterly alternative payment methods must be selected as part of the application. Any change from the method selected in the application may only be by agreement with the city manager or her designee;
 - (9) A current statement of financial condition of the applicant. The statement shall be under oath and in a form acceptable to the city;
 - (10) The application shall also contain such other information as may be required by the city commission;
 - (11) Any applicant which intends to collect, haul, transport, or dispose of any hazardous or biohazardous waste shall in such application list those wastes or classes of wastes and affirmatively state that the applicant possesses, or will prior to engaging in such business, secure the necessary training, expertise, equipment and facilities to accomplish such tasks. The applicant shall also possess or obtain all required licenses and permits from those regulatory agencies having jurisdiction over such activities. Copies of such permits or licenses shall be attached to the application or provided to the city prior to engaging in such operations.
- (c) False statement. Any false, misleading or incorrect statement or information submitted or furnished by the applicant, regardless of materiality, shall constitute grounds for denial or revocation of the permit. That notice required in section 9-24 shall be given.

(Ord. No. 632, § 2, 4-10-01; Ord. No. 820, § 1, 2-27-07)

Sec. 9-23. - Issuance of permit; fee.

- (a) Review. The city commission shall then review the application of each applicant to determine in, its sole discretion, whether or not it is in the best interests of the city that the permit be granted. The city may refuse to issue a permit to an applicant who by past conduct in this state has repeatedly violated pertinent statutes, rules, or orders or permit terms or conditions relating to any similar operation. For the purposes of this subsection, an applicant includes the owner or operator of the collection, hauling or transportation business, or if the owner or operator is a business entity, a parent of a subsidiary corporation, a partner, a corporate officer or director, or a stockholder holding more than 50 percent of the stock of the corporation. No permit shall be issued except by a majority vote of the commission.
- (b) Term. If in the judgment of the city commission the permit should be issued to the applicant, the permit shall be issued under such terms and conditions as may be set forth therein. No permit shall be granted for a period longer than three years. In the event that the permit expires and the city commission is in the process of amending or modifying this article, the permit shall automatically renew and the permittee shall be bound by the original permit for consecutive periods of 30 days until such time as the city commission has completed its amendment process. Upon completion of the amendment process, the permittee will be required to make application to the city pursuant to the terms of the amendments to this article.
- (c) Indemnity. Any permittee under the terms of this ordinance shall indemnify, defend, and hold harmless, the City of Callaway from any and all liability, claims, demands, judgments or causes of action against the City of Callaway as a result of any of the operations of the permittee. The permittee shall at all times maintain in force and effect the policy of automobile and general liability insurance with combined single limits of at least \$250,000.00, which said policy shall by its terms be applicable to the aforesaid indemnification of the City of Callaway and to the public generally. The policy shall provide that the city shall receive ten days prior notice of any cancellation/termination of coverage. Cancellation/termination of coverage shall constitute grounds for immediate suspension/revocation of the permit.
- (d) Bond. Permittee shall furnish a bond with good and sufficient surety on a form approved by the city commission conditioned upon the proper performance of all of its obligations under the terms of this section or any of the other ordinances of the City of Callaway or the laws or regulations of the State of Florida and upon the satisfactory completion of all services to the citizens of the City of Callaway for which the permittee shall be paid in advance. The amount of said bond shall be fixed by the city commission at the time of approval of the permit and shall be reasonably related to the extent and nature of the permittee's proposed operations within the City of Callaway. If, subsequent to the issuance of a permit, the extent of the permittee's operations within the City of Callaway is substantially increased or decreased, the city commission by a majority vote at a regular meeting may increase or decrease the amount of bond required.
- (e) Regulations. The city commission shall have the right to regulate the manner and method of operation of any permittee.
- (f) Rates. All maximum rates to be charged by the permittee for the collection of garbage shall be provided in writing to the city. In the event that an existing permittee desires to increase its maximum rates, the permittee shall provide, in writing, those maximum rates to the city prior to the increase.
- (g) Reports required. The permittee shall submit to the city for approval all routes to be used by them in providing collection services. The permittee shall not use any route which has not been approved. The permittee shall also submit a schedule of collection reflecting the days, frequency and routes to be utilized. The permittee shall submit to the city, within 30 days after the first day of operation in the city, a list of all accounts serviced and the rates charged each account. A similar report shall be submitted to the city thereafter each calendar quarter (90 days). Failure to submit the report in a timely manner shall constitute grounds for suspension or revocation of the permit. The permittee shall submit any and all reports or data as may be required by state law or as may be determined by the city to be necessary for the city to comply with any state or federal law or regulation.
- (h) Permit fee. Any permittee under the terms of this section shall pay to the City of Callaway an annual permit fee equal to five percent of the applicant's gross receipts. This sum shall be paid one month from the date of issuance of the permit and each month thereafter during the term of the permit. Within 30 days of each anniversary of operations within the city, the permittee shall furnish a report of all revenues generated from accounts within the city. This report shall be under oath and in a form acceptable to the city. In the event that those sums paid to the city in the previous 12 months do not equal five percent of the total revenues as evidenced by this report, the permittee shall remit with the annual report any deficiency.

The city further reserves the right to audit, at their expense, the permittee's operations. In the event any such audit reveals an underpayment to the city in excess of one and one-quarter percent, the permittee shall bear all costs related to the audit. Any deficiency (underpayment) shall immediately become due and payable by the permittee.

The permittee shall cooperate fully in the audit process. Should the auditor determine that the underpayment was an intentional, willful or grossly negligent act on the part of the permittee or their employees, it shall constitute grounds for suspension or revocation of the permit.

- (i) Damage. The permittee shall, at its own expense, repair any and all damage to public or private property occasioned by the permittee or its agents, servant or employees.
- (j) Assignment. No permit granted pursuant to the terms of this section shall be assigned, except upon approval of a majority of the city commission.
- (k) Limitation of authority. No permit issued pursuant to this section shall act or be construed to grant unto any person the authority to collect, haul, transport or dispose of any hazardous or biohazardous waste regulated or otherwise under the jurisdiction of any state, county or federal agency.

(Ord. No. 632, § 2, 4-10-01; Ord. No. 820, § 1, 2-27-07; Ord. No. 893, § 1, 1-26-10)

Sec. 9-25. - Prohibited acts.

- (a) Burying prohibited. It shall be unlawful for a person or the owner, occupant, or developer of any parcel, lot or tract of land within the city to (1) suffer, permit or allow the burying of garbage, trash, filth, biohazardous waste, construction debris, demolition debris, hazardous waste, litter, or refuse; (2) deposit, discard, place, or throw any garbage, litter, trash, or other waste in or on any public highway, road, street, alley, or thoroughfare, including any portion of the right-of-way thereof, or any other public lands, except in containers or areas lawfully provided therefor; (3) deposit, discard, place, or throw any garbage, litter, trash or other waste in or on any private property, unless prior written consent of the owner has been given and unless such garbage, litter, trash, or other waste will not cause a public nuisance or be in violation of any other local or state law, ordinance, rule, or regulation.
- (b) Accumulations prohibited. It shall be unlawful for the owner or occupant of any parcel, lot or tract of land within the city to suffer, permit or allow the dumping or accumulation of garbage, trash, filth, biohazardous waste, construction debris, demolition debris, hazardous waste, litter, or refuse. The commission may by majority vote, upon showing of good cause grant a variance to the provision of this subsection.
- (c) Dumping prohibited. It shall be unlawful for any person to place or cause to be placed any garbage, trash, filth, biohazardous waste, construction debris, demolition debris, hazardous waste, litter, or refuse or other types of refuse upon their property or upon the property of another person.
- (d) Littering prohibited. It shall be unlawful for any person to deposit, discard, throw, place, or pile any trash, litter of any type, paper, garbage, cans, cartons, bottles or other waste or discarded materials along any public street, sidewalk or right-of-way within the city or the property of another; provided, however, that materials left on property by the respective property owners for collection shall be excluded from the provisions hereof. Such materials shall be placed or contained in such a manner as so to prevent them from being scattered by the elements, or vehicular and pedestrian traffic.
- (e) Operating without a permit. It shall be unlawful to collect, haul, or transport garbage or other refuse of another or offer to provide such services to any person within the city, without first obtaining and maintaining a permit from the city.
- (f) Hazardous or biohazardous waste operations. It shall be unlawful, within the city, to collect, haul, transport or dispose of any hazardous or biohazardous waste requiring licenses or permits from any state, county or federal agency without first obtaining such license or permit. Any penalty imposed for a violation of this provision shall be in addition to any sanction imposed by any other agency having jurisdiction over such activities.
- (g) Continuing to operate a construction site. It shall be unlawful to continue or permit, encourage or direct another to continue operations at the site after receiving written notice from the city to cease operations at a construction site for violation of this Code. Nothing contained herein shall require immediate cessation of operations if such would result in damage to or loss of any perishable products being used at the time notice is delivered. (i.e. pouring concrete, laying of brick, block or tile, etc.) Cessation of operations and development shall occur no later than the end of the working day during which notice was received.
- (h) Removal of demolition debris by for-hire service providers. It shall be unlawful for any person or entity to provide any service or engage in any operation or activity on a "for-hire basis" and fail to remove or provide for the removal of that demolition debris created as a result thereof.
- (i) Owner's obligation to remove demolition debris created by for-hire service providers. It shall be unlawful for the owner or occupant of any parcel, lot or tract of land within the city to allow any person or entity to provide any service or engage in any operation or activity on a "for-hire basis" and fail to remove or provide for the removal of the demolition debris created as a result thereof.
- (j) [Certain hours prohibited.] No person holding a permit under this article may collect, haul or transport garbage or other refuse of another within the city limits between the hours of 9:00 p.m. and 5:30 a.m. for residential accounts.

(Ord. No. 632, § 2, 4-10-01; Ord. No. 886, § 1, 9-22-09)

AGREEMENT AND PERMIT

THIS AGREEMENT is made and entered into this 1st day of April, 2016, by and between the CITY OF CALLAWAY, hereinafter referred to as the "CITY" and Bargain Sanitation hereinafter referred to as the "CONTRACTOR".

WHEREAS, the Code of Ordinances of the City of Callaway provides for the regulation, licensing and permitting of those persons or entities desiring to provide garbage and refuse collection services within the CITY, and

WHEREAS, the CONTRACTOR named herein is desirous of providing such collection services within the CITY,

NOW, THEREFORE, by the mutual promises, covenants, and conditions hereinafter recited, the parties hereto promise, covenant and agree as follows:

Section I TERM OF AGREEMENT

The term of this Agreement is thirty-six (36) months commencing on the 1st of April, 2016 and extending through March 31, 2019, unless earlier terminated as provided herein. In the event the parties hereto fail to renew or amend the terms of this Agreement on or before the date of expiration specified herein, the promises, covenants and conditions shall continue to govern the parties so long as the CONTRACTOR shall operate within the CITY.

Section II DEFINITIONS

Unless an intent to the contrary is manifest herein, this agreement adopts by reference all definitions contained within Chapter 9 of the Code of Ordinances of the City of Callaway, as is fully set forth herein. In addition, the following words, terms and phrases, when used in this Agreement shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- (1) Customers - shall mean all garbage and/or refuse accounts within the corporate limits of the City of Callaway.
- (2) Health Department - shall mean the Bay County Health Department.
- (3) Gross Receipts – shall mean those monies actually collected during the period by the CONTRACTOR.

Section III SCOPE OF WORK

It shall be the duty of the CONTRACTOR to collect and deposit at that site designated by Bay County, and in accordance with those operational standards set forth by the County, the Health Department and other agencies with regulatory authority, all items of garbage and refuse as may be collected from each customer within the CITY. The CONTRACTOR shall pick up such garbage and refuse at those accounts serviced by him a minimum of once per week, except where there is a higher volume of garbage or refuse, in which case collection shall be more frequent.

CONTRACTOR is required to attach to this application, a statement of: (1) what garbage or refuse will NOT be collected; (2) the intended service area if less than the entire corporate limits of the City; (3) whether or not the collection of garbage or other refuse will be made in the front or rear of the residences or places of businesses proposed to be served by the CONTRACTOR; and (4) the disposition to be made of the garbage and refuse collected.

Any CONTRACTOR which intends to collect, haul, transport, or dispose of any Hazardous or Biohazardous waste shall attach a listing of those wastes or classes of wastes and, prior to engaging in such operations, must provide the CITY with copies of all required licenses and permits from those regulatory agencies having jurisdiction over such activities.

The CONTRACTOR shall maintain an office equipped with a telephone and with such attendants as may be necessary to receive and handle complaints and/or to receive instructions and directions from their customers or the CITY. The CONTRACTOR shall further maintain continuous supervision of the work performed under the terms of their contracts to ensure compliance with all applicable ordinances, statutes, regulations, and health codes. The CONTRACTOR shall not use, or require the use of such containers, fixtures, or devices which shall in any way constitute a health hazard, impede the flow of traffic or in any way endanger the safety of the citizens of Callaway.

The CONTRACTOR shall furnish with this application a current statement of financial condition. The statement shall be under oath and in a form acceptable to the CITY.

Section IV QUALITY OF SERVICE

The CONTRACTOR shall use in performing such services, only such personnel as are qualified to perform the work. All work called for pursuant to the terms of those contracts entered into between the CONTRACTOR and his customer shall be performed in an efficient and workmanlike manner by careful and competent personnel who are familiar with the type of work being performed, and all services performed shall be subject to inspection and approval by the CITY. In the event that the CONTRACTOR fails to perform the work as described in this Agreement, the CITY shall

give to the CONTRACTOR a list of such deficiencies at the address provided herein for notice. The failure of any CONTRACTOR to remedy or correct such unsatisfactory performance or condition within seven (7) calendar days of the date of mailing such notice shall constitute a breach of this Agreement and shall entitle the CITY to cancel and terminate this Agreement and Permit, pursuant to Section VI below. The CITY representative may inspect the CONTRACTOR'S operation and equipment at reasonable times and the CONTRACTOR shall permit him to make such inspections without interference. The CONTRACTOR shall supervise his employees to ensure that they perform these services in a courteous, helpful, and lawful manner. The CONTRACTOR shall at all times ensure that the space around those containers used for the depositing of garbage or refuse outside the customer's establishment shall be left free of any garbage or refuse spill occurring during the course of collection.

CONTRACTOR shall, at his expense, repair any and all damage to public or private property occasioned by the CONTRACTOR or his agents, servant, or employees.

Section V EQUIPMENT

The CONTRACTOR shall provide and maintain that equipment necessary to service his customer's accounts and maintain regular schedules of collection. All equipment shall be maintained in good condition and the vehicles are to be washed and sanitized as and when needed. The CONTRACTOR shall provide and utilize the equipment necessary to lawfully and safely collect, haul, or transport such waste.

The CONTRACTOR shall furnish to the CITY a list of all equipment and vehicles to be used in providing such services and shall keep such list current during the term of this Agreement and Permit. This list will identify the equipment by year, model, make, serial number and license tag number.

Section VI TERMINATION

The City Commission may, upon a showing of good cause and by a majority vote, and pursuant to Section 9-24, revoke any permit issued. Violation of the terms of Chapter 9 of the Code of Ordinances, or any other ordinance of the City of Callaway, this Permit, or any laws or regulations of the State of Florida or of the United States, shall be deemed prima facie good cause for revocation of said Permit. The CITY shall give the holder of the Permit at least ten (10) days' notice of intention to revoke the Permit. A public hearing shall be held at a regular or called meeting of the City Commission to determine whether or not the Permit should be revoked.

If the Commission determines that there exist conditions or circumstances that endanger the health, safety and welfare of the citizens of Callaway, then they can, by majority vote, order an immediate suspension of the Permit. In such circumstances, the revocation hearing shall be expedited, if requested in writing by the permittee.

In the event of the termination of this Agreement and Permit, or in the event the CITY is required to initiate any action to enforce its rights under and by virtue of this Agreement and Permit, the CONTRACTOR hereby agrees and does become liable to the CITY for all costs, fees and expenses, including, but not limited to, reasonable attorney fees and the cost of investigation incurred by the CITY in any such undertaking regardless of whether or not suit is filed.

The termination of this Agreement and Permit or enforcement of the terms thereof shall in no way restrict, limit or bar the election of other or additional remedies.

Section VII COMPLIANCE WITH LAWS AND REGULATIONS, ETC.

The CONTRACTOR hereby agrees to abide by all applicable Federal, State, County and City laws, ordinances, and regulations.

Section VIII INDEMNIFICATION

The CONTRACTOR shall indemnify, defend, and hold harmless, the CITY from any and all liability, claims, demands, judgments or causes of action against the CITY as a result of any of the operations of the CONTRACTOR. The CONTRACTOR further agrees to make payment of all proper charges for labor, materials, and equipment required in the aforementioned workers' service and to save harmless the CITY, its officers, agents, servants, and employees and each and every one of them, against and from all damages, to which the CITY or any of its officers, agents, servants, or employees may be put by reason of injury to person or property or other damage resulting from the negligence, carelessness and poor performance of said work or service, or through the negligence or any willful act of the CONTRACTOR, his agents or servants, or through improper defective machinery or equipment used by the CONTRACTOR or his agents or servants.

Section IX INSURANCE & BOND REQUIREMENTS

The CONTRACTOR shall obtain all insurance required under the ordinances of the CITY and this Agreement. The CONTRACTOR shall at all times maintain in force and effect the policy of automobile and general liability insurance with combined single limits of at least \$250,000.00, which said policy shall by its terms be applicable to the aforesaid indemnification of the CITY and to the public generally. In addition, the CONTRACTOR shall at all times maintain in force and effect a policy of worker's compensation insurance in the statutory legal required amount for all employees.

The CONTRACTOR shall furnish to the CITY satisfactory proof of all such insurance with an insurance company satisfactory and acceptable to the CITY. The policy shall provide that the CITY shall receive ten (10) days prior notice of any cancellation/termination of coverage. Cancellation/termination of coverage shall constitute grounds for immediate suspension/revocation of the permit.

The CONTRACTOR shall furnish a bond with good and sufficient surety on a form approved by the CITY conditioned upon the proper performance of all of its obligations under the terms of this agreement or the ordinances of the CITY or the laws or regulations of the State of Florida and upon the satisfactory completion of all services to the citizens of the City of Callaway for which the permittee shall be paid in advance. The amount of said bond, fixed by the City Commission for this 36 month period, is \$2,500.00.

Section X RATES & REPORTS

The CONTRACTOR shall furnish a listing of maximum rates to be charged. Such rates shall be subject to the approval of the City Commission and may not be increased without prior approval.

The CONTRACTOR shall furnish to the CITY a list of those customer accounts within the CITY to be served by the CONTRACTOR, together with a schedule of collection reflecting the days, frequency, and routes to be utilized in providing services. The CONTRACTOR further agrees to provide revisions of said list each calendar quarter (90 days) or upon request by the CITY to determine the accuracy of such list. Such report shall be provided in the format requested by the City, a copy of which is attached hereto. Failure to submit the report in a timely manner shall constitute grounds for suspension or revocation of the permit. The CONTRACTOR shall not use any route which has not been approved. CONTRACTOR further agrees to furnish such other information and data as may be determined necessary by the CITY.

Section XI FEES AND CHARGES

The CONTRACTOR agrees to pay the CITY the sum of five per cent (5%) of the gross receipts collected by the CONTRACTOR for providing such services within the corporate limits of the CITY. CONTRACTOR may designate whether to remit the fees to the CITY on a monthly or quarterly basis. Said sum shall be paid one month from the date of the issuance of the Permit and each month (or quarter, if quarterly reporting is elected) thereafter during the term of the Permit. In the event the Permit shall expire, the CONTRACTOR shall continue to operate within the CITY pending the renewal of such Permit. This obligation shall continue during the term of his operation within the CITY and shall apply to all sums collected from operations within the corporate limits of the CITY. Payments are due to the City on the 5th of the month following each report month (or quarter, if quarterly reporting is elected) and subject to \$100 late penalty if not paid by the 20th of the month following each report month (or quarter). Each payment shall be accompanied by the required report, in its entirety, and in proper format as described in Section X above. Failure to timely make such payments and submit required reports may result in suspension or termination of this Agreement and Permit.

The CONTRACTOR further agrees to make all business records available for inspection and audit by the CITY or a party designated on behalf of the CITY to conduct

such inspection and audit. In the event any such audit reveals an underpayment to the CITY in excess of one and one quarter percent (1-1/4%), the CONTRACTOR shall bear all costs related to the audit. Any deficiency or underpayment shall immediately become due and payable by the CONTRACTOR. Should the auditor determine that the underpayment was an intentional, willful or grossly negligent act on the part of the CONTRACTOR, or their employees, such finding shall constitute grounds for cancellation, suspension, revocation or termination of this Agreement and Permit.

CONTRACTOR hereby chooses to submit payment and reports (please specify)

Monthly or Quarterly during the term of this agreement.

Section XII NOTICES

Any notice or correspondence required under the terms of this Agreement shall be delivered to the parties at the following addresses:

The City of Callaway
6601 E. Highway 22
Callaway, Florida 32404

PH: 850-871-6000

And

Bargain Sanitation
c/o Patrick Lundy
6317 Cherry St.
Callaway, Fl. 32404
PHONE 850-871-0016

Section XIII ENTIRE AGREEMENT

The terms and provisions herein, together with attachments, constitute the entire agreement between the parties and shall supersede all previous communications, agreements and proposals between the parties hereto with respect to the subject matter of this Agreement and shall not be modified except in writing by the parties. No permit granted pursuant to the terms of this agreement shall be assigned, except upon approval of a majority of the City Commission.

In the event any portion of this Agreement is found to conflict with any ordinance, law, or regulation, such ordinance, law, or regulation shall prevail and shall in no wise affect the remaining portions of this Agreement.

IN WITNESS HEREOF the parties hereto have caused this Agreement to be executed on the date first written above.

THE CITY OF CALLAWAY, FLORIDA

Thomas W. Abbott, Mayor

ATTEST:

City Clerk

CONTRACTOR Name: Bargain Sanitation
By: Patricia K. [Signature]
Title: Co-Owner

AGREEMENT AND PERMIT

THIS AGREEMENT is made and entered into this 1st day of April, 2016, by and between the CITY OF CALLAWAY, hereinafter referred to as the "CITY" and Mr. Trash hereinafter referred to as the "CONTRACTOR".

WHEREAS, the Code of Ordinances of the City of Callaway provides for the regulation, licensing and permitting of those persons or entities desiring to provide garbage and refuse collection services within the CITY, and

WHEREAS, the CONTRACTOR named herein is desirous of providing such collection services within the CITY,

NOW, THEREFORE, by the mutual promises, covenants, and conditions hereinafter recited, the parties hereto promise, covenant and agree as follows:

Section I TERM OF AGREEMENT

The term of this Agreement is thirty-six (36) months commencing on the 1st of April, 2016 and extending through March 31, 2019, unless earlier terminated as provided herein. In the event the parties hereto fail to renew or amend the terms of this Agreement on or before the date of expiration specified herein, the promises, covenants and conditions shall continue to govern the parties so long as the CONTRACTOR shall operate within the CITY.

Section II DEFINITIONS

Unless an intent to the contrary is manifest herein, this agreement adopts by reference all definitions contained within Chapter 9 of the Code of Ordinances of the City of Callaway, as is fully set forth herein. In addition, the following words, terms and phrases, when used in this Agreement shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

(1) Customers - shall mean all garbage and/or refuse accounts within the corporate limits of the City of Callaway.

(2) Health Department - shall mean the Bay County Health Department.

(3) Gross Receipts – shall mean those monies actually collected during the period by the CONTRACTOR.

Section III SCOPE OF WORK

It shall be the duty of the CONTRACTOR to collect and deposit at that site designated by Bay County, and in accordance with those operational standards set forth by the County, the Health Department and other agencies with regulatory authority, all items of garbage and refuse as may be collected from each customer within the CITY. The CONTRACTOR shall pick up such garbage and refuse at those accounts serviced by him a minimum of once per week, except where there is a higher volume of garbage or refuse, in which case collection shall be more frequent.

CONTRACTOR is required to attach to this application, a statement of: (1) what garbage or refuse will NOT be collected; (2) the intended service area if less than the entire corporate limits of the City; (3) whether or not the collection of garbage or other refuse will be made in the front or rear of the residences or places of businesses proposed to be served by the CONTRACTOR; and (4) the disposition to be made of the garbage and refuse collected.

Any CONTRACTOR which intends to collect, haul, transport, or dispose of any Hazardous or Biohazardous waste shall attach a listing of those wastes or classes of wastes and, prior to engaging in such operations, must provide the CITY with copies of all required licenses and permits from those regulatory agencies having jurisdiction over such activities.

The CONTRACTOR shall maintain an office equipped with a telephone and with such attendants as may be necessary to receive and handle complaints and/or to receive instructions and directions from their customers or the CITY. The CONTRACTOR shall further maintain continuous supervision of the work performed under the terms of their contracts to ensure compliance with all applicable ordinances, statutes, regulations, and health codes. The CONTRACTOR shall not use, or require the use of such containers, fixtures, or devices which shall in any way constitute a health hazard, impede the flow of traffic or in any way endanger the safety of the citizens of Callaway.

The CONTRACTOR shall furnish with this application a current statement of financial condition. The statement shall be under oath and in a form acceptable to the CITY.

Section IV QUALITY OF SERVICE

The CONTRACTOR shall use in performing such services, only such personnel as are qualified to perform the work. All work called for pursuant to the terms of those contracts entered into between the CONTRACTOR and his customer shall be performed in an efficient and workmanlike manner by careful and competent personnel who are familiar with the type of work being performed, and all services performed shall be subject to inspection and approval by the CITY. In the event that the CONTRACTOR fails to perform the work as described in this Agreement, the CITY shall

give to the CONTRACTOR a list of such deficiencies at the address provided herein for notice. The failure of any CONTRACTOR to remedy or correct such unsatisfactory performance or condition within seven (7) calendar days of the date of mailing such notice shall constitute a breach of this Agreement and shall entitle the CITY to cancel and terminate this Agreement and Permit, pursuant to Section VI below. The CITY representative may inspect the CONTRACTOR'S operation and equipment at reasonable times and the CONTRACTOR shall permit him to make such inspections without interference. The CONTRACTOR shall supervise his employees to ensure that they perform these services in a courteous, helpful, and lawful manner. The CONTRACTOR shall at all times ensure that the space around those containers used for the depositing of garbage or refuse outside the customer's establishment shall be left free of any garbage or refuse spill occurring during the course of collection.

CONTRACTOR shall, at his expense, repair any and all damage to public or private property occasioned by the CONTRACTOR or his agents, servant, or employees.

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The CONTRACTOR shall provide and maintain that equipment necessary to service his customer's accounts and maintain regular schedules of collection. All equipment shall be maintained in good condition and the vehicles are to be washed and sanitized as and when needed. The CONTRACTOR shall provide and utilize the equipment necessary to lawfully and safely collect, haul, or transport such waste.

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Section VI TERMINATION

The City Commission may, upon a showing of good cause and by a majority vote, and pursuant to Section 9-24, revoke any permit issued. Violation of the terms of Chapter 9 of the Code of Ordinances, or any other ordinance of the City of Callaway, this Permit, or any laws or regulations of the State of Florida or of the United States, shall be deemed prima facie good cause for revocation of said Permit. The CITY shall give the holder of the Permit at least ten (10) days' notice of intention to revoke the Permit. A public hearing shall be held at a regular or called meeting of the City Commission to determine whether or not the Permit should be revoked.

If the Commission determines that there exist conditions or circumstances that endanger the health, safety and welfare of the citizens of Callaway, then they can, by majority vote, order an immediate suspension of the Permit. In such circumstances, the revocation hearing shall be expedited, if requested in writing by the permittee.

In the event of the termination of this Agreement and Permit, or in the event the CITY is required to initiate any action to enforce its rights under and by virtue of this Agreement and Permit, the CONTRACTOR hereby agrees and does become liable to the CITY for all costs, fees and expenses, including, but not limited to, reasonable attorney fees and the cost of investigation incurred by the CITY in any such undertaking regardless of whether or not suit is filed.

The termination of this Agreement and Permit or enforcement of the terms thereof shall in no way restrict, limit or bar the election of other or additional remedies.

Section VII COMPLIANCE WITH LAWS AND REGULATIONS, ETC.

The CONTRACTOR hereby agrees to abide by all applicable Federal, State, County and City laws, ordinances, and regulations.

Section VIII INDEMNIFICATION

The CONTRACTOR shall indemnify, defend, and hold harmless, the CITY from any and all liability, claims, demands, judgments or causes of action against the CITY as a result of any of the operations of the CONTRACTOR. The CONTRACTOR further agrees to make payment of all proper charges for labor, materials, and equipment required in the aforementioned workers' service and to save harmless the CITY, its officers, agents, servants, and employees and each and every one of them, against and from all damages, to which the CITY or any of its officers, agents, servants, or employees may be put by reason of injury to person or property or other damage resulting from the negligence, carelessness and poor performance of said work or service, or through the negligence or any willful act of the CONTRACTOR, his agents or servants, or through improper defective machinery or equipment used by the CONTRACTOR or his agents or servants.

Section IX INSURANCE & BOND REQUIREMENTS

The CONTRACTOR shall obtain all insurance required under the ordinances of the CITY and this Agreement. The CONTRACTOR shall at all times maintain in force and effect the policy of automobile and general liability insurance with combined single limits of at least \$250,000.00, which said policy shall by its terms be applicable to the aforesaid indemnification of the CITY and to the public generally. In addition, the CONTRACTOR shall at all times maintain in force and effect a policy of worker's compensation insurance in the statutory legal required amount for all employees.

The CONTRACTOR shall furnish to the CITY satisfactory proof of all such insurance with an insurance company satisfactory and acceptable to the CITY. The policy shall provide that the CITY shall receive ten (10) days prior notice of any cancellation/termination of coverage. Cancellation/termination of coverage shall constitute grounds for immediate suspension/revocation of the permit.

The CONTRACTOR shall furnish a bond with good and sufficient surety on a form approved by the CITY conditioned upon the proper performance of all of its obligations under the terms of this agreement or the ordinances of the CITY or the laws or regulations of the State of Florida and upon the satisfactory completion of all services to the citizens of the City of Callaway for which the permittee shall be paid in advance. The amount of said bond, fixed by the City Commission for this 36 month period, is \$2,500.00.

Section X RATES & REPORTS

The CONTRACTOR shall furnish a listing of maximum rates to be charged. Such rates shall be subject to the approval of the City Commission and may not be increased without prior approval.

The CONTRACTOR shall furnish to the CITY a list of those customer accounts within the CITY to be served by the CONTRACTOR, together with a schedule of collection reflecting the days, frequency, and routes to be utilized in providing services. The CONTRACTOR further agrees to provide revisions of said list each calendar quarter (90 days) or upon request by the CITY to determine the accuracy of such list. Such report shall be provided in the format requested by the City, a copy of which is attached hereto. Failure to submit the report in a timely manner shall constitute grounds for suspension or revocation of the permit. The CONTRACTOR shall not use any route which has not been approved. CONTRACTOR further agrees to furnish such other information and data as may be determined necessary by the CITY.

Section XI FEES AND CHARGES

The CONTRACTOR agrees to pay the CITY the sum of five per cent (5%) of the gross receipts collected by the CONTRACTOR for providing such services within the corporate limits of the CITY. CONTRACTOR may designate whether to remit the fees to the CITY on a monthly or quarterly basis. Said sum shall be paid one month from the date of the issuance of the Permit and each month (or quarter, if quarterly reporting is elected) thereafter during the term of the Permit. In the event the Permit shall expire, the CONTRACTOR shall continue to operate within the CITY pending the renewal of such Permit. This obligation shall continue during the term of his operation within the CITY and shall apply to all sums collected from operations within the corporate limits of the CITY. Payments are due to the City on the 5th of the month following each report month (or quarter, if quarterly reporting is elected) and subject to \$100 late penalty if not paid by the 20th of the month following each report month (or quarter). Each payment shall be accompanied by the required report, in its entirety, and in proper format as described in Section X above. Failure to timely make such payments and submit required reports may result in suspension or termination of this Agreement and Permit.

The CONTRACTOR further agrees to make all business records available for inspection and audit by the CITY or a party designated on behalf of the CITY to conduct

such inspection and audit. In the event any such audit reveals an underpayment to the CITY in excess of one and one quarter percent (1-1/4%), the CONTRACTOR shall bear all costs related to the audit. Any deficiency or underpayment shall immediately become due and payable by the CONTRACTOR. Should the auditor determine that the underpayment was an intentional, willful or grossly negligent act on the part of the CONTRACTOR, or their employees, such finding shall constitute grounds for cancellation, suspension, revocation or termination of this Agreement and Permit.

CONTRACTOR hereby chooses to submit payment and reports (please specify)

// Monthly or Quarterly during the term of this agreement.

Section XII NOTICES

Any notice or correspondence required under the terms of this Agreement shall be delivered to the parties at the following addresses:

The City of Callaway
6601 E. Highway 22
Callaway, Florida 32404

PH: 850-871-6000

And

Mr. Trash

1103 School Ave

Panama City, FL 32401

Joe Kennedy

PHONE 850-249-3382

Section XIII ENTIRE AGREEMENT

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THE CITY OF CALLAWAY, FLORIDA

Thomas W. Abbott, Mayor

ATTEST:

City Clerk

CONTRACTOR Name: Mr. Trash

By: _____

Title: Managing Partner

AGREEMENT AND PERMIT

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WHEREAS, the CONTRACTOR named herein is desirous of providing such collection services within the CITY,

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The CONTRACTOR further agrees to make all business records available for inspection and audit by the CITY or a party designated on behalf of the CITY to conduct

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Section XII NOTICES

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The City of Callaway
6601 E. Highway 22
Callaway, Florida 32404

PH: 850-871-6000

And

850-769-4304

Nate's Sanitation Service, Inc.

P.O. Box 35235

Panama City, FL 32412

2614 E. 22nd Court, PC, FL 32405

PHONE 850-769-4304

Section XIII ENTIRE AGREEMENT

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IN WITNESS HEREOF the parties hereto have caused this Agreement to be executed on the date first written above.

THE CITY OF CALLAWAY, FLORIDA

Thomas W. Abbott, Mayor

ATTEST:

City Clerk

CONTRACTOR Name: NATE'S SANITATION SERVICE, INC.

By: *[Signature]*

Title: President

AGREEMENT AND PERMIT

THIS AGREEMENT is made and entered into this 1st day of April, 2016, by and between the CITY OF CALLAWAY, hereinafter referred to as the "CITY" and Waste Management, Inc. of Florida hereinafter referred to as the "CONTRACTOR".

WHEREAS, the Code of Ordinances of the City of Callaway provides for the regulation, licensing and permitting of those persons or entities desiring to provide garbage and refuse collection services within the CITY, and

WHEREAS, the CONTRACTOR named herein is desirous of providing such collection services within the CITY,

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Section VI TERMINATION

The City Commission may, upon a showing of good cause and by a majority vote, and pursuant to Section 9-24, revoke any permit issued. Violation of the terms of Chapter 9 of the Code of Ordinances, or any other ordinance of the City of Callaway, this Permit, or any laws or regulations of the State of Florida or of the United States, shall be deemed prima facie good cause for revocation of said Permit. The CITY shall give the holder of the Permit at least ten (10) days' notice of intention to revoke the Permit. A public hearing shall be held at a regular or called meeting of the City Commission to determine whether or not the Permit should be revoked.

If the Commission determines that there exist conditions or circumstances that endanger the health, safety and welfare of the citizens of Callaway, then they can, by majority vote, order an immediate suspension of the Permit. In such circumstances, the revocation hearing shall be expedited, if requested in writing by the permittee.

In the event of the termination of this Agreement and Permit, or in the event the CITY is required to initiate any action to enforce its rights under and by virtue of this Agreement and Permit, the CONTRACTOR hereby agrees and does become liable to the CITY for all costs, fees and expenses, including, but not limited to, reasonable attorney fees and the cost of investigation incurred by the CITY in any such undertaking regardless of whether or not suit is filed.

The termination of this Agreement and Permit or enforcement of the terms thereof shall in no way restrict, limit or bar the election of other or additional remedies.

Section VII COMPLIANCE WITH LAWS AND REGULATIONS, ETC.

The CONTRACTOR hereby agrees to abide by all applicable Federal, State, County and City laws, ordinances, and regulations.

Section VIII INDEMNIFICATION

The CONTRACTOR shall indemnify, defend, and hold harmless, the CITY from any and all liability, claims, demands, judgments or causes of action against the CITY as a result of any of the operations of the CONTRACTOR. The CONTRACTOR further agrees to make payment of all proper charges for labor, materials, and equipment required in the aforementioned workers' service and to save harmless the CITY, its officers, agents, servants, and employees and each and every one of them, against and from all damages, to which the CITY or any of its officers, agents, servants, or employees may be put by reason of injury to person or property or other damage resulting from the negligence, carelessness and poor performance of said work or service, or through the negligence or any willful act of the CONTRACTOR, his agents or servants, or through improper defective machinery or equipment used by the CONTRACTOR or his agents or servants.

Section IX INSURANCE & BOND REQUIREMENTS

The CONTRACTOR shall obtain all insurance required under the ordinances of the CITY and this Agreement. The CONTRACTOR shall at all times maintain in force and effect the policy of automobile and general liability insurance with combined single limits of at least \$250,000.00, which said policy shall by its terms be applicable to the aforesaid indemnification of the CITY and to the public generally. In addition, the CONTRACTOR shall at all times maintain in force and effect a policy of worker's compensation insurance in the statutory legal required amount for all employees.

The CONTRACTOR shall furnish to the CITY satisfactory proof of all such insurance with an insurance company satisfactory and acceptable to the CITY. The policy shall provide that the CITY shall receive ten (10) days prior notice of any cancellation/termination of coverage. Cancellation/termination of coverage shall constitute grounds for immediate suspension/revocation of the permit.

The CONTRACTOR shall furnish a bond with good and sufficient surety on a form approved by the CITY conditioned upon the proper performance of all of its obligations under the terms of this agreement or the ordinances of the CITY or the laws or regulations of the State of Florida and upon the satisfactory completion of all services to the citizens of the City of Callaway for which the permittee shall be paid in advance. The amount of said bond, fixed by the City Commission for this 36 month period, is \$2,500.00.

Section X RATES & REPORTS

The CONTRACTOR shall furnish a listing of maximum rates to be charged. Such rates shall be subject to the approval of the City Commission and may not be increased without prior approval.

The CONTRACTOR shall furnish to the CITY a list of those customer accounts within the CITY to be served by the CONTRACTOR, together with a schedule of collection reflecting the days, frequency, and routes to be utilized in providing services. The CONTRACTOR further agrees to provide revisions of said list each calendar quarter (90 days) or upon request by the CITY to determine the accuracy of such list. Such report shall be provided in the format requested by the City, a copy of which is attached hereto. Failure to submit the report in a timely manner shall constitute grounds for suspension or revocation of the permit. The CONTRACTOR shall not use any route which has not been approved. CONTRACTOR further agrees to furnish such other information and data as may be determined necessary by the CITY.

Section XI FEES AND CHARGES

The CONTRACTOR agrees to pay the CITY the sum of five per cent (5%) of the gross receipts collected by the CONTRACTOR for providing such services within the corporate limits of the CITY. CONTRACTOR may designate whether to remit the fees to the CITY on a monthly or quarterly basis. Said sum shall be paid one month from the date of the issuance of the Permit and each month (or quarter, if quarterly reporting is elected) thereafter during the term of the Permit. In the event the Permit shall expire, the CONTRACTOR shall continue to operate within the CITY pending the renewal of such Permit. This obligation shall continue during the term of his operation within the CITY and shall apply to all sums collected from operations within the corporate limits of the CITY. Payments are due to the City on the 5th of the month following each report month (or quarter, if quarterly reporting is elected) and subject to \$100 late penalty if not paid by the 20th of the month following each report month (or quarter). Each payment shall be accompanied by the required report, in its entirety, and in proper format as described in Section X above. Failure to timely make such payments and submit required reports may result in suspension or termination of this Agreement and Permit.

The CONTRACTOR further agrees to make all business records available for inspection and audit by the CITY or a party designated on behalf of the CITY to conduct

such inspection and audit. In the event any such audit reveals an underpayment to the CITY in excess of one and one quarter percent (1-1/4%), the CONTRACTOR shall bear all costs related to the audit. Any deficiency or underpayment shall immediately become due and payable by the CONTRACTOR. Should the auditor determine that the underpayment was an intentional, willful or grossly negligent act on the part of the CONTRACTOR, or their employees, such finding shall constitute grounds for cancellation, suspension, revocation or termination of this Agreement and Permit.

CONTRACTOR hereby chooses to submit payment and reports (please specify)

// Monthly or Quarterly during the term of this agreement.

Section XII NOTICES

Any notice or correspondence required under the terms of this Agreement shall be delivered to the parties at the following addresses:

The City of Callaway
6601 E. Highway 22
Callaway, Florida 32404

PH: 850-871-6000

And

Waste Management Inc. of Florida

Attn: David Steinmetz

6319 E. Hwy. 22

Panama City, FL 32404

PHONE 850-874-2151

Section XIII ENTIRE AGREEMENT

The terms and provisions herein, together with attachments, constitute the entire agreement between the parties and shall supersede all previous communications, agreements and proposals between the parties hereto with respect to the subject matter of this Agreement and shall not be modified except in writing by the parties. No permit granted pursuant to the terms of this agreement shall be assigned, except upon approval of a majority of the City Commission.

In the event any portion of this Agreement is found to conflict with any ordinance, law, or regulation, such ordinance, law, or regulation shall prevail and shall in no wise affect the remaining portions of this Agreement.

IN WITNESS HEREOF the parties hereto have caused this Agreement to be executed on the date first written above.

THE CITY OF CALLAWAY, FLORIDA

Thomas W. Abbott, Mayor

ATTEST:

City Clerk

CONTRACTOR Name: Waste Management Inc of Florida

By: _____

Title: _____

AGREEMENT AND PERMIT

THIS AGREEMENT is made and entered into this 1st day of April, 2016, by and between the CITY OF CALLAWAY, hereinafter referred to as the "CITY" and Waste Pro hereinafter referred to as the "CONTRACTOR".

WHEREAS, the Code of Ordinances of the City of Callaway provides for the regulation, licensing and permitting of those persons or entities desiring to provide garbage and refuse collection services within the CITY, and

WHEREAS, the CONTRACTOR named herein is desirous of providing such collection services within the CITY,

NOW, THEREFORE, by the mutual promises, covenants, and conditions hereinafter recited, the parties hereto promise, covenant and agree as follows:

Section I TERM OF AGREEMENT

The term of this Agreement is thirty-six (36) months commencing on the 1st of April, 2016 and extending through March 31, 2019, unless earlier terminated as provided herein. In the event the parties hereto fail to renew or amend the terms of this Agreement on or before the date of expiration specified herein, the promises, covenants and conditions shall continue to govern the parties so long as the CONTRACTOR shall operate within the CITY.

Section II DEFINITIONS

Unless an intent to the contrary is manifest herein, this agreement adopts by reference all definitions contained within Chapter 9 of the Code of Ordinances of the City of Callaway, as is fully set forth herein. In addition, the following words, terms and phrases, when used in this Agreement shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- (1) Customers - shall mean all garbage and/or refuse accounts within the corporate limits of the City of Callaway.
- (2) Health Department - shall mean the Bay County Health Department.
- (3) Gross Receipts – shall mean those monies actually collected during the period by the CONTRACTOR.

Section III SCOPE OF WORK

It shall be the duty of the CONTRACTOR to collect and deposit at that site designated by Bay County, and in accordance with those operational standards set forth by the County, the Health Department and other agencies with regulatory authority, all items of garbage and refuse as may be collected from each customer within the CITY. The CONTRACTOR shall pick up such garbage and refuse at those accounts serviced by him a minimum of once per week, except where there is a higher volume of garbage or refuse, in which case collection shall be more frequent.

CONTRACTOR is required to attach to this application, a statement of: (1) what garbage or refuse will NOT be collected; (2) the intended service area if less than the entire corporate limits of the City; (3) whether or not the collection of garbage or other refuse will be made in the front or rear of the residences or places of businesses proposed to be served by the CONTRACTOR; and (4) the disposition to be made of the garbage and refuse collected.

Any CONTRACTOR which intends to collect, haul, transport, or dispose of any Hazardous or Biohazardous waste shall attach a listing of those wastes or classes of wastes and, prior to engaging in such operations, must provide the CITY with copies of all required licenses and permits from those regulatory agencies having jurisdiction over such activities.

The CONTRACTOR shall maintain an office equipped with a telephone and with such attendants as may be necessary to receive and handle complaints and/or to receive instructions and directions from their customers or the CITY. The CONTRACTOR shall further maintain continuous supervision of the work performed under the terms of their contracts to ensure compliance with all applicable ordinances, statutes, regulations, and health codes. The CONTRACTOR shall not use, or require the use of such containers, fixtures, or devices which shall in any way constitute a health hazard, impede the flow of traffic or in any way endanger the safety of the citizens of Callaway.

The CONTRACTOR shall furnish with this application a current statement of financial condition. The statement shall be under oath and in a form acceptable to the CITY.

Section IV QUALITY OF SERVICE

The CONTRACTOR shall use in performing such services, only such personnel as are qualified to perform the work. All work called for pursuant to the terms of those contracts entered into between the CONTRACTOR and his customer shall be performed in an efficient and workmanlike manner by careful and competent personnel who are familiar with the type of work being performed, and all services performed shall be subject to inspection and approval by the CITY. In the event that the CONTRACTOR fails to perform the work as described in this Agreement, the CITY shall

give to the CONTRACTOR a list of such deficiencies at the address provided herein for notice. The failure of any CONTRACTOR to remedy or correct such unsatisfactory performance or condition within seven (7) calendar days of the date of mailing such notice shall constitute a breach of this Agreement and shall entitle the CITY to cancel and terminate this Agreement and Permit, pursuant to Section VI below. The CITY representative may inspect the CONTRACTOR'S operation and equipment at reasonable times and the CONTRACTOR shall permit him to make such inspections without interference. The CONTRACTOR shall supervise his employees to ensure that they perform these services in a courteous, helpful, and lawful manner. The CONTRACTOR shall at all times ensure that the space around those containers used for the depositing of garbage or refuse outside the customer's establishment shall be left free of any garbage or refuse spill occurring during the course of collection.

CONTRACTOR shall, at his expense, repair any and all damage to public or private property occasioned by the CONTRACTOR or his agents, servant, or employees.

Section V EQUIPMENT

The CONTRACTOR shall provide and maintain that equipment necessary to service his customer's accounts and maintain regular schedules of collection. All equipment shall be maintained in good condition and the vehicles are to be washed and sanitized as and when needed. The CONTRACTOR shall provide and utilize the equipment necessary to lawfully and safely collect, haul, or transport such waste.

The CONTRACTOR shall furnish to the CITY a list of all equipment and vehicles to be used in providing such services and shall keep such list current during the term of this Agreement and Permit. This list will identify the equipment by year, model, make, serial number and license tag number.

Section VI TERMINATION

The City Commission may, upon a showing of good cause and by a majority vote, and pursuant to Section 9-24, revoke any permit issued. Violation of the terms of Chapter 9 of the Code of Ordinances, or any other ordinance of the City of Callaway, this Permit, or any laws or regulations of the State of Florida or of the United States, shall be deemed prima facie good cause for revocation of said Permit. The CITY shall give the holder of the Permit at least ten (10) days' notice of intention to revoke the Permit. A public hearing shall be held at a regular or called meeting of the City Commission to determine whether or not the Permit should be revoked.

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The CONTRACTOR shall furnish a bond with good and sufficient surety on a form approved by the CITY conditioned upon the proper performance of all of its obligations under the terms of this agreement or the ordinances of the CITY or the laws or regulations of the State of Florida and upon the satisfactory completion of all services to the citizens of the City of Callaway for which the permittee shall be paid in advance. The amount of said bond, fixed by the City Commission for this 36 month period, is \$2,500.00.

Section X RATES & REPORTS

The CONTRACTOR shall furnish a listing of maximum rates to be charged. Such rates shall be subject to the approval of the City Commission and may not be increased without prior approval.

The CONTRACTOR shall furnish to the CITY a list of those customer accounts within the CITY to be served by the CONTRACTOR, together with a schedule of collection reflecting the days, frequency, and routes to be utilized in providing services. The CONTRACTOR further agrees to provide revisions of said list each calendar quarter (90 days) or upon request by the CITY to determine the accuracy of such list. Such report shall be provided in the format requested by the City, a copy of which is attached hereto. Failure to submit the report in a timely manner shall constitute grounds for suspension or revocation of the permit. The CONTRACTOR shall not use any route which has not been approved. CONTRACTOR further agrees to furnish such other information and data as may be determined necessary by the CITY.

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The CONTRACTOR agrees to pay the CITY the sum of five per cent (5%) of the gross receipts collected by the CONTRACTOR for providing such services within the corporate limits of the CITY. CONTRACTOR may designate whether to remit the fees to the CITY on a monthly or quarterly basis. Said sum shall be paid one month from the date of the issuance of the Permit and each month (or quarter, if quarterly reporting is elected) thereafter during the term of the Permit. In the event the Permit shall expire, the CONTRACTOR shall continue to operate within the CITY pending the renewal of such Permit. This obligation shall continue during the term of his operation within the CITY and shall apply to all sums collected from operations within the corporate limits of the CITY. Payments are due to the City on the 5th of the month following each report month (or quarter, if quarterly reporting is elected) and subject to \$100 late penalty if not paid by the 20th of the month following each report month (or quarter). Each payment shall be accompanied by the required report, in its entirety, and in proper format as described in Section X above. Failure to timely make such payments and submit required reports may result in suspension or termination of this Agreement and Permit.

The CONTRACTOR further agrees to make all business records available for inspection and audit by the CITY or a party designated on behalf of the CITY to conduct

such inspection and audit. In the event any such audit reveals an underpayment to the CITY in excess of one and one quarter percent (1-1/4%), the CONTRACTOR shall bear all costs related to the audit. Any deficiency or underpayment shall immediately become due and payable by the CONTRACTOR. Should the auditor determine that the underpayment was an intentional, willful or grossly negligent act on the part of the CONTRACTOR, or their employees, such finding shall constitute grounds for cancellation, suspension, revocation or termination of this Agreement and Permit.

CONTRACTOR hereby chooses to submit payment and reports (please specify)

Monthly or Quarterly during the term of this agreement.

Section XII NOTICES

Any notice or correspondence required under the terms of this Agreement shall be delivered to the parties at the following addresses:

The City of Callaway
6601 E. Highway 22
Callaway, Florida 32404

PH: 850-871-6000

And

Waste Pro
12310 Panama City Beach Pkwy
Panama City Beach, FL
32407

PHONE 850-872-1800

Section XIII ENTIRE AGREEMENT

The terms and provisions herein, together with attachments, constitute the entire agreement between the parties and shall supersede all previous communications, agreements and proposals between the parties hereto with respect to the subject matter of this Agreement and shall not be modified except in writing by the parties. No permit granted pursuant to the terms of this agreement shall be assigned, except upon approval of a majority of the City Commission.

In the event any portion of this Agreement is found to conflict with any ordinance, law, or regulation, such ordinance, law, or regulation shall prevail and shall in no wise affect the remaining portions of this Agreement.

IN WITNESS HEREOF the parties hereto have caused this Agreement to be executed on the date first written above.

THE CITY OF CALLAWAY, FLORIDA

Thomas W. Abbott, Mayor

ATTEST:

City Clerk

CONTRACTOR Name: Waste Pro
By: E. Ralph Mills / as
Title: Regional Vice President

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

DATE: MARCH 22, 2016

ITEM: SURPLUS ITEMS – VEHICLES

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)

During discussions of the FY2015/16 Budget, Commission approved replacement of vehicles. The Fleet Maintenance Supervisor is recommending the following vehicles be approved for surplus, with the exception of the 2000 Dodge Durango, #400. Staff is asking for approval to move it to the Streets Department.

DEPARTMENT	YEAR	MAKE	MODEL	EST. VALUE	VEHICLES/EQUIPMENT # & NOTED VALUE SOURCE
Plan/Code	1999	Ford	Ranger XL	\$ 800	#052 KBB. Nada Pub-sur.
PW-Street	1997	Ford	Taurus	\$ 2,000	#021 KBB. Nada Gov deals
Fire	2001	Dodge	1500 Ext Cab 4D	\$ 1,750	#401 KBB. Nada Gov-deals
PW-Streets	1994	Ford	F150	\$ 600	#011 KBB. Nada Gov-deals
PW-Streets	2000	Spaulding	Asphalt Trailer	\$ 4,800	#033 Gov-deals
PW-Streets	2001	Tymco	Sweeper	\$18,000	#022 Tymco Gov-deals
PW-Sewer		Tymco	Pony Motor		#022A
PW-Solid Waste	2001	Sterling	Trash Truck	\$15,000	# 07 Trash Truck
PW-Water	2002	Dodge	Ram 3500	\$ 3,800	#059 KBB. Nada Gov-deals
PW-Sewer	1999	Ford	Ranger XL	\$ 800	#049 KBB. Nada Pub-surp.
PW-Sewer	1998	Ford	Vac-Con	\$35,000	#029 Vac-con Tr, Paper Gov-deals
PW-Sewer		Vac-Von	Pony Motor		#029A
Fire Department	2000	Dodge	Durango		#400 Move to Streets Dept.

- ATTACHMENTS:
• Surplus List

5. REQUESTED MOTION/ACTION:
Staff recommends that the Commission approve surplus of the requested vehicles/equipment and to move the 2000 Dodge Durango to the Streets Department.

Unit Information

Equip Num 052

Date 6/12/2015

Equip Desc '99 Ford Ranger XL (Code Enforce)

General Information

Location	City Hall	Date Activated	Purchase Date
Department Or Area	515 Planning	Date Inactivated	Purchase Price \$0.00
Type	Truck, Pickup	Fuel Type Gas	PM Based On Mileage/KM AND Days
Make	Ford	Default MPG 0	Number Of Axles 0
Model	Ranger XL	Capital Equip # 10067	Number Seats 0
Year	1999	Purchase Order#	Fuel/Gas Card # 52
Vin#	1FTYR10V1XUA35708	Lease Or Own	Tire Size(s) P205/75R14
Engine Type	3.0L	Owner 0	
Condition	Poor		

License Information

License Number FL 134009
 Base State/Province
 Renewal Date
 MVT Renewal Date
 HUT Renewal Date

Odometer/ Hours Information

Beginning Odometer 43162
 Current Odometer 102294
 Current Odometer Date 5/19/2015
 Beginning Hours
 Current Hours
 Current Hours Date

Fixed Yearly Costs

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

Equipped With

- Lift Axle Equipped
- 2 Axle Truck Pulls Trailer
- 2 Axle Truck Pulls 5th Wheel
- Intra State Unit
- Reefer/ PTO Equipped:
- Unit Hauli

Weights

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

Vehicle Inspection Form

Inventory ID 052

Asset Number 10067

Fair Market Value: 800

Short Description:

Year 1999

Make Ford

Model Ranger XL

Please fill in or check

Long Description:

This vehicle: Starts Starts with a boost and Runs Does not run For Parts OnlyEngine 3.0 L, V 6cyl Gas Diesel engineThis vehicle was maintained every 3000 Days Hours MilesCondition: Runs Needs repair is in unknown condition

Repairs needed: Head gasket leak and rear main oil seal.

Date Removed From Service: _____ Maintenance Records: Available Not Available

Transmission

Transmission: Automatic Manual _____ SpeedCondition is: Operable Needs repair Is Unknown

Repairs Needed: _____

Interior: Color Gray Cloth Vinyl Leather

Minor damage to: _____

Major damage to: Seat

Radio: Brand Factory AM AM/FM AM/FM Cassette AM/FM CD AC No AC Condition: Cold Unknown Air Bags drivers side dual Cruise Control Tilt Steering Remote Mirrors Climate ControlPower: Windows Door Locks Steering Seats

Exterior: Color White

Windows: No cracked glass cracked _____Minor Dents Scratches Dings Tire Condition: Low Flat _____ Hubcaps 1 2 3 4

Minor dents to: _____

Major damage to: _____

Decals: None Have been sprayed Have been removed Impressions remain No impressionsEmergency equip: None Has been removed There are holes in the exterior There are no holes

Additional Equipment: Description _____

Manufacturer _____

Model _____

Serial # _____

Vehicle Info: VIN # 1FTYR10V1XUA35708

Mileage 102551

Title Restriction Y N

Location of Asset: City Hall

For more information contact: _____

Dept Head Print: _____

Dept Head Signature: _____

Date: / /

Preston Phillips / PP. 6/15/2015

**City of Callaway
Fleet Maintenance Department**

Vehicle Recommendation Form

Short Description: Year 1999 Make Ford Model Ranger Dept.# 515

VEHICLE IS IN ROUGH CONDITION:

I recommend disposal of this City vehicle, Due to the age Factor and hard uses of this vehicle it is in Poor condition. As well as repair costs including bringing the vehicle to mechanically sound and aesthetically pleasing conditions are not feasible. I recommend approval of the following listed recommendations;

Thanks'

RECOMMENDATIONS;

PUBLIC AUCTION

NEW DEPARTMENT

DONATE

DISPOSAL OTHER

VEHICLE IS IN FAIR MECHANICAL CONDITION: _____

I recommend that this vehicle be reassigned, repaired or, refurbished, then reassigned; To one of the following different Departments, Street _____ Water _____ Sewer _____ Leisure _____ Services _____ Fire _____ Fleet Maintenance _____ Other _____

Thanks'

IS THIS VEHICLE BUDGETED FOR REPLACEMENT (IF APPLICABLE)?: Yes No

I recommend that this vehicle be scheduled for replacement; _____

I recommend that this vehicle be removed from service with no replacement required; _____

I recommend that this vehicle will remain in service, as-is; _____

I recommend that this vehicle will be repaired and returned to service in the same assignment; _____

REPLACEMENT OF VEHICLE WHEN IT NO LONGER MEETS NEEDS OF JOB REQUIREMENTS

Reliability: This vehicle is frequently out of service because of a lemon condition, or because it's not appropriate for service requirements. _____

The Vehicle was involved in a accident and due to age and repair costs including bringing the vehicle to mechanically sound and aesthetically pleasing conditions are not feasible. _____

Thanks'

Signature: *Preston Phillips* Date: 10-15-15

Unit Information

Equip Num 021

Date 3/14/2016

Equip Desc '97 Ford Taurus (silver)

General Information

Location	Yard salvage		
Department Or Area	541 Streets	Date Activated	Purchase Date
Type	Car	Date Inactivated	Purchase Price \$0.00
Make	Ford	Fuel Type Gas	PM Based On Mileage/KM AND Days
Model	Taurus GL	Default MPG 0	Number Of Axles 0
Year	1997	Capital Equip # 001225	Number Seats 0
Vin#	FALP52U2VA312625	Purchase Order#	Fuel/Gas Card # 21
Engine Type	3.0L	Lease Or Own	Tire Size(s) P205/65R15
Condition	Salvage	Owner 0	

License Information

License Number	FL 120509
Base State/Province	
Renewal Date	
MVT Renewal Date	
HUT Renewal Date	

Odometer/ Hours Information

Beginning Odometer	44033
Current Odometer	73739
Current Odometer Date	9/25/2015
Beginning Hours	
Current Hours	
Current Hours Date	

Fixed Yearly Costs

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

Equipped With

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

Weights

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

Vehicle Inspection Form

Inventory ID _____

Asset Number _____

Fair Market Value: _____

Short Description:

Year 1997 Make Ford Model Taurus

Please fill in or check

Long Description:

This vehicle: Starts Starts with a boost and Runs Does not run For Parts Only

Engine 3.0 L, V 6 Gas Diesel engine

This vehicle was maintained every 3000 Days Hours Miles

Condition: Runs Needs repair is in unknown condition

Repairs needed: power steering and Heater needs repair

Date Removed From Service: _____ Maintenance Records: Available Not Available

Transmission

Transmission: Automatic Manual _____ Speed

Condition is: Operable Needs repair Is Unknown

Repairs Needed: _____

Interior: Color Gray Cloth Vinyl Leather

Minor damage to: Seats

Major damage to: Dash

Radio: Brand Factory AM AM/FM AM/FM Cassette AM/FM CD

AC No AC Condition: Cold Unknown Air Bags drivers side dual

Cruise Control Tilt Steering Remote Mirrors Climate Control

Power: Windows Door Locks Steering Seats

Exterior: Color Silver Windows: No cracked glass cracked _____

Minor Dents Scratches Dings Tire Condition: Low _____ Flat _____ Hubcaps 1 2 3 4

Minor dents to: _____

Major damage to: _____

Decals: None Have been sprayed Have been removed Impressions remain No impressions

Emergency equip: None Has been removed There are holes in the exterior There are no holes

Additional Equipment: Description _____

Manufacturer _____ Model _____ Serial # _____

Vehicle Info: VIN # FALP52U2VA312625 Mileage 75420 Title Restriction Y N

Location of Asset: _____

For more information contact: _____

Dept Head Print: _____ Dept Head Signature: _____ Date: ____ / ____ / ____

Preston Phillips

Fire Dept

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

Unit Information

Equip Num 401

Date 6/11/2015

Equip Desc '01 Dodge 1500 Ext Cab 4dr

General Information

Location	Fire Dept	Date Activated	Purchase Date
Department Or Area	522 Fire	Date Inactivated	Purchase Price \$0.00
Type	Truck, Pickup	Fuel Type Gas	PM Based On Mileage/KM AND Days
Make	Dodge	Default MPG 0	Number Of Axes 0
Model	1500 Ext Cab 4dr	Capital Equip # 000526	Number Seats 0
Year	2001	Purchase Order#	Fuel/Gas Card # 401
Vin#	1B7HF13Y01J603910	Lease Or Own	Tire Size(s) LT245/75R16
Engine Type	5.2L Magnum	Owner 0	
Condition	Poor		

License Information

License Number	FL 200996
Base State/Province	
Renewal Date	
MVT Renewal Date	
HUT Renewal Date	

Odometer/ Hours Information

Beginning Odometer	16110
Current Odometer	90000 109,909
Current Odometer Date	1/2/2014
Beginning Hours	
Current Hours	
Current Hours Date	

Fixed Yearly Costs

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

Equipped With

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

Weights

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

Vehicle Inspection Form

Inventory ID 401	Asset Number 000526	Fair Market Value: Est 1,800
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Short Description:
 Year 2001 Make Dodge Model 1500 ext Cab 4dr 4x4

Please fill in or check **Long Description:**

This vehicle: Starts Starts with a boost and Runs Does not run For Parts Only

Engine 5.2 L, V 8cyl Gas Diesel engine

This vehicle was maintained every 3000 Days Hours Miles

Condition: Runs Needs repair is in unknown condition

Repairs needed: ECM, need to be replaced, Rear ring gear/ pinion is bad. Also Wiring problems.

Date Removed From Service: _____ Maintenance Records: Available Not Available

Transmission

Transmission: Automatic Manual _____ Speed

Condition is: Operable Needs repair Is Unknown

Repairs Needed: Transmission not shifting right electronic control module problem.

Interior: Color Gray Cloth Vinyl Leather

Minor damage to: _____

Major damage to: Drivers side seat and dash

Radio: Brand Factory AM AM/FM AM/FM Cassette AM/FM CD

AC No AC Condition: Cold Unknown Air Bags drivers side dual

Cruise Control Tilt Steering Remote Mirrors Climate Control

Power: Windows Door Locks Steering Seats

Exterior: Color white Windows: No cracked glass cracked _____

Minor Dents Scratches Dings Tire Condition: Good Low Flat Hubcaps 1 2 3 4

Minor dents to: Tailgate

Major damage to: _____

Decals: None Have been sprayed Have been removed Impressions remain No impressions

Emergency equip: None Has been removed There are holes in the exterior There are no holes

Additional Equipment: Description _____

Manufacturer _____ Model _____ Serial # _____

Vehicle Info: VIN # 1B7HF13Y01J603910 Mileage 109340 Title Restriction Y N

Location of Asset: Fire Department

For more information contact: _____

Dept Head Print: _____ Dept Head Signature: _____ Date: 6/15/2015

Preston Phillips / PP.

**City of Callaway
Fleet Maintenance Department**

Vehicle Recommendation Form

Short Description: Year 2001 Make Dodge Model 1500 ext Cab 4x4 Dept.# 522

VEHICLE IS IN ROUGH CONDITION:

I recommend disposal of this City vehicle, Due to the age Factor and hard uses of this vehicle it is in Poor condition. As well as repair costs including bringing the vehicle to mechanically sound and aesthetically pleasing conditions are not feasible. I recommend approval of the following listed recommendations;

Thanks'

RECOMMENDATIONS;

PUBLIC AUCTION

NEW DEPARTMENT

DONATE

DISPOSAL OTHER

VEHICLE IS IN FAIR MECHANICAL CONDITION:

I recommend that this vehicle be reassigned, repaired or, refurbished, then reassigned; To one of the following different Departments, Street Water Sewer Leisure Services Fire Fleet Maintenance Other

Thanks'

IS THIS VEHICLE BUDGETED FOR REPLACEMENT (IF APPLICABLE)?: Yes No

I recommend that this vehicle be scheduled for replacement;
I recommend that this vehicle be removed from service with no replacement required;
I recommend that this vehicle will remain in service, as-is;
I recommend that this vehicle will be repaired and returned to service in the same assignment;

REPLACEMENT OF VEHICLE WHEN IT NO LONGER MEETS NEEDS OF JOB REQUIREMENTS

Reliability: This vehicle is frequently out of service because of a lemon condition, or because it's not appropriate for service requirements.
The Vehicle was involved in a accident and due to age and repair costs including bringing the vehicle to mechanically sound and aesthetically pleasing conditions are not feasible.

Thanks'

Signature: *Pratt Phillips*

Date: 6/11/2015

Street Dept.

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

Unit Information

Equip Num 011
Equip Desc '94 Ford F-150

Date 6/12/2015

General Information

Location	Yard	Date Activated	Purchase Date
Department Or Area	541 Streets	Date Inactivated	Purchase Price \$0.00
Type	Truck, Pickup	Fuel Type Gas	PM Based On Mileage/KM AND Days
Make	Ford	Default MPG 0	Number Of Axles 0
Model	F-150	Capital Equip # 10074	Number Seats 0
Year	1994	Purchase Order#	Fuel/Gas Card # 11
Vin#	1FTDF15Y3RNB07399	Lease Or Own	Tire Size(s) P235/75R15
Engine Type	4.9L IL-6	Owner 0	
Condition	Poor		

License Information

License Number	FL 119106
Base State/Province	
Renewal Date	
MVT Renewal Date	
HUT Renewal Date	

Odometer/ Hours Information

Beginning Odometer	71064
Current Odometer	105683
Current Odometer Date	2/2/2015
Beginning Hours	
Current Hours	
Current Hours Date	

Fixed Yearly Costs

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

Equipped With

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

Weights

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

**City of Callaway
Fleet Maintenance Department**

Vehicle Recommendation Form

Short Description: Year 1994 Make Ford Model F150 pickup Dept.# 541

VEHICLE IS IN ROUGH CONDITION:

I recommend disposal of this City vehicle, Due to the age Factor and hard uses of this vehicle it is in Poor condition. As well as repair costs including bringing the vehicle to mechanically sound and aesthetically pleasing conditions are not feasible.
I recommend approval of the following listed recommendations;

Thanks'

RECOMMENDATIONS;

PUBLIC AUCTION

NEW DEPARTMENT

DONATE

DISPOSAL OTHER

VEHICLE IS IN FAIR MECHANICAL CONDITION: _____

I recommend that this vehicle be reassigned, repaired or, refurbished, then reassigned; To one of the following different Departments, Street _____ Water _____ Sewer _____ Leisure _____ Services _____ Fire _____ Fleet Maintenance _____ Other _____

Thanks'

IS THIS VEHICLE BUDGETED FOR REPLACEMENT (IF APPLICABLE)?: Yes No

I recommend that this vehicle be scheduled for replacement;

I recommend that this vehicle be removed from service with no replacement required; _____

I recommend that this vehicle will remain in service, as-is; _____

I recommend that this vehicle will be repaired and returned to service in the same assignment; _____

REPLACEMENT OF VEHICLE WHEN IT NO LONGER MEETS NEEDS OF JOB REQUIREMENTS

Reliability: This vehicle is frequently out of service because of a lemon condition, or because it's not appropriate for service requirements. _____

The Vehicle was involved in a accident and due to age and repair costs including bringing the vehicle to mechanically sound and aesthetically pleasing conditions are not feasible. _____

Thanks'

Signature: *Peter Phillips*

Date: 6-12-15

City Of Callaway

Vehicle Inspection Form

Inventory ID <u>11</u>	Asset Number <u>10074</u>	Fair Market Value: Est 800
------------------------	---------------------------	----------------------------

Short Description:
 Year 1994 Make Ford Model F150 Pickup

Please fill in or check **Long Description:**

This vehicle: Starts Starts with a boost and Runs Does not run For Parts Only

Engine 4.9 L, V I6 Cyl Gas Diesel engine

This vehicle was maintained every 3000 Days Hours Miles

Condition: Runs Needs repair is in unknown condition

Repairs needed: Instrument panel Not Lighting up mileage A/C not Cold

Date Removed From Service: _____ Maintenance Records: Available Not Available

Transmission

Transmission: Automatic Manual _____ Speed

Condition is: Operable Needs repair Is Unknown

Repairs Needed: Transmission shifting hard due to bad IP panel

Interior: Color Blue Cloth Vinyl Leather

Minor damage to: Dash, Drivers Side of Seat

Major damage to: Headliner

Radio: Brand Factory AM AM/FM AM/FM Cassette AM/FM CD

AC No AC Condition: Cold Unknown Air Bags drivers side dual

Cruise Control Tilt Steering Remote Mirrors Climate Control

Power: Windows Door Locks Steering Seats

Exterior: Color White Windows: No cracked glass cracked Windshield

Minor Dents Scratches Dings Tire Condition: Fair Low Flat Hubcaps 1 2 3 4

Minor dents to: Tail gate and Bed.

Major damage to: FT. Bumper

Decals: None Have been sprayed Have been removed Impressions remain No impressions

Emergency equip: None Has been removed There are holes in the exterior There are no holes

Additional Equipment: Description _____

Manufacturer _____ Model _____ Serial # _____

Vehicle Info: VIN # 1FTDF15Y3RNB07399 Mileage 107000 est Title Restriction Y N

Location of Asset: City yard

For more information contact: _____

Dept Head Print: Preston Phillips / PP Dept Head Signature: _____ Date: 6/11/2015

Street Dept

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

Unit Information

Equip Num 033

Date 6/12/2015

Equip Desc Hot Patch Asphalt Trailer

General Information

Location	Yard	Date Activated	Purchase Date
Department Or Area	541 Streets	Date Inactivated	Purchase Price \$0.00
Type	Trailer	Fuel Type	PM Based On
Make	Spaulding	Default MPG	0
Model	Asphalt Tri	Capital Equip #	001035
Year	2000	Purchase Order#	
Vin#	T4-99-1812-84	Lease Or Own	
Engine Type		Owner	0
Condition	Poor		
			Tire Size(s) 8X14.5 HD Low Boy

License Information

License Number	None
Base State/Province	
Renewal Date	
MVT Renewal Date	
HUT Renewal Date	

Odometer/ Hours Information

Beginning Odometer
Current Odometer
Current Odometer Date
Beginning Hours
Current Hours
Current Hours Date

Fixed Yearly Costs

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

Equipped With

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

Weights

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

Actually Being
Repaired
Patched many
times.

Az.

Street Dept

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

NPDES
Pollution control
to meet
yearly permit
is required

Unit Information

Equip Num 022
Equip Desc '01 Tymco Sweeper

General Information

Location	Yard	Date Activated	Purchase Date
Department Or Area	541 Streets	Date Inactivated	Purchase Price \$0.00
Type	Truck	Fuel Type Diesel	PM Based On Mileage/KM AND Days
Make	Isuzu	Default MPG 0	Number Of Axles 0
Model	NQR	Capital Equip # 000528	Number Seats 0
Year	2001	Purchase Order#	Fuel/Gas Card # 22
Vin#	JALE5B14X 27901390	Lease Or Own	Tire Size(s)
Engine Type	4.75L 4cyl	Owner 0	
Condition	Poor		

License Information

License Number	FL 204982
Base State/Province	
Renewal Date	
MVT Renewal Date	
HUT Renewal Date	

Odometer/Hours Information

Beginning Odometer	29776
Current Odometer	64518
Current Odometer Date	4/24/2015
Beginning Hours	63572
Current Hours	63572
Current Hours Date	8/18/2014

Fixed Yearly Costs

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

Equipped With

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

Weights

Combined Gross Weight	0
Licensed/Gross Weight	0
Untaden Weight	0

+ Pony Motor # 022A

worth
20-30000

20-30000 Retains
Ingram Equip
205-663-3946

**City of Callaway
Fleet Maintenance Department**

Vehicle Recommendation Form

Short Description: Year 2001 Make (Isuzu)Tymco Model Sweeper 435R Dept.# 541

VEHICLE IS IN ROUGH CONDITION:

I recommend disposal of this City vehicle, Due to the age Factor and hard uses of this vehicle it is in Poor condition. As well as repair costs including bringing the vehicle to mechanically sound and aesthetically pleasing conditions are not feasible. I recommend approval of the following listed recommendations;

Thanks'

RECOMMENDATIONS;

PUBLIC AUCTION

NEW DEPARTMENT

DONATE

DISPOSAL OTHER

VEHICLE IS IN FAIR MECHANICAL CONDITION: _____

I recommend that this vehicle be reassigned, repaired or, refurbished, then reassigned; To one of the following different Departments, Street _____ Water _____ Sewer _____ Leisure _____ Services _____ Fire _____ Fleet Maintenance _____ Other _____

Thanks'

IS THIS VEHICLE BUDGETED FOR REPLACEMENT (IF APPLICABLE)?: Yes No

I recommend that this vehicle be scheduled for replacement;
I recommend that this vehicle be removed from service with no replacement required; _____
I recommend that this vehicle will remain in service, as-is; _____
I recommend that this vehicle will be repaired and returned to service in the same assignment; _____

REPLACEMENT OF VEHICLE WHEN IT NO LONGER MEETS NEEDS OF JOB REQUIREMENTS

Reliability: This vehicle is frequently out of service because of a lemon condition, or because it's not appropriate for service requirements.
The Vehicle was involved in an accident and due to age and repair costs including bringing the vehicle to mechanically sound and aesthetically pleasing conditions are not feasible. _____

Thanks'

Signature: *Leaton Phillips*

Date: 6/11/2015

Unit Information

Equip Num 007

Date 3/14/2016

Equip Desc '01 Sterling Trash Truck

General Information

Location	Yard salvage		
Department Or Area	534 Solid Waste	Date Activated	Purchase Date
Type	Truck	Date Inactivated	Purchase Price \$0.00
Make	Sterling	Fuel Type Diesel	PM Based On Mileage/KM AND Days
Model	SL7500 / Peterson Loader	Default MPG 0	Number Of Axles 0
Year	2001	Capital Equip # 001059	Number Seats 0
Vin#	2FZAASBV7-1AH83965	Purchase Order# Eng SER # 460108	Fuel/Gas Card # Rer, # CO1-00007-273
Engine Type	5.9L ISB225	Lease Or Own	Tire Size(s) <div style="border: 1px solid black; width: 100px; height: 30px; display: inline-block;"></div>
Condition	Salvage	Owner 0	

License Information

License Number	FL 204975
Base State/Province	
Renewal Date	
MVT Renewal Date	
HUT Renewal Date	

Odometer/ Hours Information

Beginning Odometer	21429
Current Odometer	127200
Current Odometer Date	11/14/2013
Beginning Hours	
Current Hours	
Current Hours Date	

Fixed Yearly Costs

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

Equipped With

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

Weights

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

Vehicle Inspection Form

Inventory ID _____

Asset Number _____

Fair Market Value: _____

Short Description:

Year 2001 Make Sterling Trash truck Model SL7500/ Peterson loader

Please fill in or check

Long Description:

This vehicle: Starts Starts with a boost and Runs Does not run For Parts Only

Engine 5.9 L, V6cyl. Gas Diesel engine

This vehicle was maintained every 3000 Days Hours Miles

Condition: Runs Needs repair is in unknown condition

Repairs needed: Needs hydraulic repairs/ Hydraulic pump for boom,

Date Removed From Service: 10/29/2015 Maintenance Records: Available Not Available

Transmission

Transmission: Automatic Manual ___ Speed

Condition is: Operable Needs repair Is Unknown

Repairs Needed: Hydraulic pump

Interior: Color Gray Cloth Vinyl Leather

Minor damage to: Body /bed

Major damage to: Drivers side seat in poor shape

Radio: Brand Factory AM AM/FM AM/FM Cassette AM/FM CD

AC No AC Condition: Cold Unknown Air Bags drivers side dual

Cruise Control Tilt Steering Remote Mirrors Climate Control

Power: Windows Door Locks Steering Seats

Exterior: Color White Windows: No cracked glass cracked windshield

Minor Dents Scratches Dings Tire Condition: Low ___ Flat ___ Hubcaps 1 2 3 4

Minor dents to: Bed

Major damage to: _____

Decals: None Have been sprayed Have been removed Impressions remain No impressions

Emergency equip: None Has been removed There are holes in the exterior There are no holes

Additional Equipment: Description _____

Manufacturer _____ Model _____ Serial # _____

Vehicle Info: VIN # 2FZAASBV71AH83965

Mileage 127200

Title Restriction Y N

Location of Asset: _____

For more information contact: _____

Dept Head Print: _____

Dept Head Signature: _____

Date: ___ / ___ / ___

Preston Phillips

**City of Callaway
Fleet Maintenance Department**

Vehicle Recommendation Form

Short Description: Year 2001 Make Sterling Trash Truck. Model SL7500 Dept.# 534

VEHICLE IS IN ROUGH CONDITION:

I recommend disposal of this City vehicle, Due to the age Factor and hard uses of this vehicle it is in Poor condition. As well as repair costs including bringing the vehicle to mechanically sound and aesthetically pleasing conditions are not feasible. I recommend approval of the following listed recommendations;

Thanks'

RECOMMENDATIONS;

PUBLIC AUCTION

NEW DEPARTMENT

DONATE

DISPOSAL OTHER

VEHICLE IS IN FAIR MECHANICAL CONDITION: _____

I recommend that this vehicle be reassigned, repaired or, refurbished, then reassigned; To one of the following different Departments, Street _____ Water _____ Sewer _____ Leisure _____ Services _____ Fire _____ Fleet Maintenance _____ Other _____

Thanks'

IS THIS VEHICLE BUDGETED FOR REPLACEMENT (IF APPLICABLE)?: Yes No

I recommend that this vehicle be scheduled for replacement; _____

I recommend that this vehicle be removed from service with no replacement required; _____

I recommend that this vehicle will remain in service, as-is; _____

I recommend that this vehicle will be repaired and returned to service in the same assignment; _____

REPLACEMENT OF VEHICLE WHEN IT NO LONGER MEETS NEEDS OF JOB REQUIREMENTS

Reliability: This vehicle is frequently out of service because of a lemon condition, or because it's not appropriate for service requirements. _____

The Vehicle was involved in a accident and due to age and repair costs including bringing the vehicle to mechanically sound and aesthetically pleasing conditions are not feasible. _____

Thanks'

Signature: Preston Phillips

Date: 3/14/2016

Water Dept.

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

Unit Information

Equip Num 059 Date 6/10/2015
Equip Desc '02 Dodge 3500 Utility Body

General Information			
Location	Yard		
Department Or Area	533 Water	Date Activated	Purchase Date
Type	Truck, Utility	Date Inactivated	Purchase Price \$0.00
Make	Dodge	Fuel Type Diesel	PM Based On Mileage/KM AND Days
Model	Ram 3500 Utility	Default MPG 0	Number Of Axles 0
Year	2002	Capital Equip # 10030	Number Seats 0
Vin#	3B6MF36652M309769	Purchase Order#	Fuel/Gas Card # 59
Engine Type	5.9L Cummins DIESEL	Lease Or Own	Tire Size(s) LT235/85R16
Condition	Poor	Owner 0	

License Information	Odometer/ Hours Information	Fixed Yearly Costs
License Number FL 211540	Beginning Odometer 33054	Depreciation \$0.00
Base State/Province	Current Odometer 88102	License Fees \$0.00
Renewal Date	Current Odometer Date 4/29/2015	Insurance Amt \$0.00
MVT Renewal Date	Beginning Hours	Other Fixed Cost \$0.00
HUT Renewal Date	Current Hours	
	Current Hours Date	

Equipped With	Weights
<input type="checkbox"/> Lift Axle Equipped	Combined Gross Weight 11000
<input type="checkbox"/> 2 Axle Truck Pulls Trailer	Licensed/Gross Weight 0
<input type="checkbox"/> 2 Axle Truck Pulls 5th Wheel	Unladen Weight 0
<input type="checkbox"/> Intra State Unit	
<input type="checkbox"/> Reefer/ PTO Equipped:	
<input type="checkbox"/> Unit Hauli	

**City of Callaway
Fleet Maintenance Department**

Vehicle Recommendation Form

Short Description: Year 2002 Make Dodge Diesel Model 3500 4x4 Utility Dept.# 533

VEHICLE IS IN ROUGH CONDITION:

I recommend disposal of this City vehicle, Due to the age Factor and hard uses of this vehicle it is in Poor condition. As well as repair costs including bringing the vehicle to mechanically sound and aesthetically pleasing conditions are not feasible.
I recommend approval of the following listed recommendations;

Thanks'

RECOMMENDATIONS;

PUBLIC AUCTION

NEW DEPARTMENT

DONATE

DISPOSAL OTHER

VEHICLE IS IN FAIR MECHANICAL CONDITION:

I recommend that this vehicle be reassigned, repaired or, refurbished, then reassigned; To one of the following different Departments, Street Water Sewer Leisure Services Fire Fleet Maintenance Other

Thanks'

IS THIS VEHICLE BUDGETED FOR REPLACEMENT (IF APPLICABLE)? Yes No

I recommend that this vehicle be scheduled for replacement;
I recommend that this vehicle be removed from service with no replacement required;
I recommend that this vehicle will remain in service, as-is;
I recommend that this vehicle will be repaired and returned to service in the same assignment;

REPLACEMENT OF VEHICLE WHEN IT NO LONGER MEETS NEEDS OF JOB REQUIREMENTS

Reliability: This vehicle is frequently out of service because of a lemon condition, or because it's not appropriate for service requirements.
The Vehicle was involved in a accident and due to age and repair costs including bringing the vehicle to mechanically sound and aesthetically pleasing conditions are not feasible.

Thanks'

Signature: Robert Phillips

Date: 6/11/2015

City Of Callaway

Vehicle Inspection Form

Inventory ID 59	Asset Number 10030	Fair Market Value: Est 2,000
-----------------	--------------------	------------------------------

Short Description:
 Year 2002 Make Dodge Model Ram 3500 4X4 Utility Body

Please fill in or check **Long Description:**

This vehicle: Starts Starts with a boost and Runs Does not run For Parts Only

Engine 5.9 L, VIL6cyl Gas Diesel engine

This vehicle was maintained every 3000 Days Hours Miles

Condition: Runs Needs repair is in unknown condition

Repairs needed: _____

Date Removed From Service: _____ Maintenance Records: Available Not Available

Transmission

Transmission: Automatic Manual Speed

Condition is: Operable Needs repair Is Unknown

Repairs Needed: _____

Interior: Color Black Cloth Vinyl Leather

Minor damage to: _____

Major damage to: Dash, headliner and seat in poor condition.

Radio: Brand Factory AM AM/FM AM/FM Cassette AM/FM CD

AC No AC Condition: Cold Unknown Air Bags drivers side dual

Cruise Control Tilt Steering Remote Mirrors Climate Control

Power: Windows Door Locks Steering Seats

Exterior: Color White Windows: No cracked glass cracked _____

Minor Dents Scratches Dings ^{Good} Tire Condition: Low Flat Hubcaps 1 2 3 4

Minor dents to: Right fender and Rear bumper.

Major damage to: _____

Decals: None Have been sprayed Have been removed Impressions remain No impressions

Emergency equip: None Has been removed There are holes in the exterior There are no holes

Additional Equipment: Description _____

Manufacturer _____ Model _____ Serial # _____

Vehicle Info: VIN # 3B6MF36652M309769 Mileage 88249 Title Restriction Y N

Location of Asset: City Yard

For more information contact: _____

Dept Head Print: _____ Dept Head Signature: _____ Date: / /

Preston Phillips / PP. 6/11/2015

Sewer
Dept

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

Unit Information

Equip Num 049

Date 6/10/2015

Equip Desc '99 Ford Ranger XL

General Information

Location	Yard	Date Activated	Purchase Date
Department Or Area	535 Sewer	Date Inactivated	Purchase Price \$0.00
Type	Truck, Pickup	Fuel Type Gas	PM Based On Mileage/KM AND Days
Make	Ford	Default MPG 0	Number Of Axles 0
Model	Ranger XL	Capital Equip #	Number Seats 0
Year	1999	Purchase Order#	Fuel/Gas Card # 49
Vin#	1FTYR10V3XUA35709	Lease Or Own	Tire Size(s) P205/75R14
Engine Type	3.0L	Owner 0	
Condition	Poor		

License Information

License Number FL 134003
Base State/Province
Renewal Date
MVT Renewal Date
HUT Renewal Date

Odometer/ Hours Information

Beginning Odometer 80526
Current Odometer 180615
Current Odometer Date 5/11/2015
Beginning Hours
Current Hours
Current Hours Date

Fixed Yearly Costs

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

Equipped With

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

Weights

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

Vehicle Inspection Form

Inventory ID <u>49</u>	Asset Number <u>n/a</u>	Fair Market Value: Est <u>800</u>
------------------------	-------------------------	-----------------------------------

Short Description:
 Year 1995 Make Ford Model Ranger Pickup

Please fill in or check **Long Description:**

This vehicle: Starts Starts with a boost and Runs Does not run For Parts Only

Engine 3.0 L, V 6 Cyl Gas Diesel engine

This vehicle was maintained every 3000 Days Hours Miles

Condition: Runs Needs repair is in unknown condition

Repairs needed: A/C

Date Removed From Service: _____ Maintenance Records: Available Not Available

Transmission

Transmission: Automatic Manual Speed

Condition is: Operable Needs repair Is Unknown

Repairs Needed: _____

Interior: Color Gray Cloth Vinyl Leather

Minor damage to: Dash

Major damage to: Drivers Side of Seat

Radio: Brand Factory AM AM/FM AM/FM Cassette AM/FM CD

AC No AC Condition: Cold Unknown Air Bags drivers side dual

Cruise Control Tilt Steering Remote Mirrors Climate Control

Power: Windows Door Locks Steering Seats

Exterior: Color White Windows: No cracked glass cracked _____

Minor Dents Scratches Dings Tire Condition: Low Flat Fair Hubcaps 1 2 3 4

Minor dents to: Tail gate and body.

Major damage to: _____

Decals: None Have been sprayed Have been removed Impressions remain No impressions

Emergency equip: None Has been removed There are holes in the exterior There are no holes

Additional Equipment: Description _____

Manufacturer _____ Model _____ Serial # _____

Vehicle Info: VIN # 1FTYR10V3XUA35709 Mileage 181000 Title Restriction Y N

Location of Asset: City yard

For more information contact: _____

Dept Head Print: _____ Dept Head Signature: _____ Date: / /

Preston Phillips / PP. 6/11/2015



Sewer Dept

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

Unit Information

Equip Num 029 Date 6/15/2015
Equip Desc '98 Ford VAC-CON

General Information

Location	Sports Complex	Date Activated	Purchase Date
Department Or Area	535 Sewer	Date Inactivated	Purchase Price \$0.00
Type	Truck	Fuel Type Diesel	PM Based On Mileage/KM AND Days
Make	Ford	Default MPG 0	Number Of Axles 0
Model	L8501 #3126	Capital Equip # 000751	Number Seats 0
Year	1998	Purchase Order#	Fuel/Gas Card # 29
Vin#	1FDYN80F0 WVA09733	Lease Or Own	Tire Size(s)
Engine Type	200hpCatSER1wm14545	Owner 0	
Condition	Poor		

License Information

License Number	FL 102688
Base State/Province	
Renewal Date	
MVT Renewal Date	
HUT Renewal Date	

Odometer/ Hours Information

Beginning Odometer	5913
Current Odometer	89315
Current Odometer Date	6/8/2015
Beginning Hours	5542
Current Hours	69847
Current Hours Date	3/18/2010

Fixed Yearly Costs

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

Equipped With

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

Weights

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

+ Pony Motor # 29 A

**City of Callaway
Fleet Maintenance Department**

Vehicle Recommendation Form

Short Description: Year 1998 Make Ford Vac-con Model L8501 Dept.# 535

VEHICLE IS IN ROUGH CONDITION:

I recommend disposal of this City vehicle, Due to the age Factor and hard uses of this vehicle it is in Poor condition. As well as repair costs including bringing the vehicle to mechanically sound and aesthetically pleasing conditions are not feasible. I recommend approval of the following listed recommendations;

Thanks'

RECOMMENDATIONS;

PUBLIC AUCTION

NEW DEPARTMENT

DONATE

DISPOSAL OTHER

VEHICLE IS IN FAIR MECHANICAL CONDITION:

I recommend that this vehicle be reassigned, repaired or, refurbished, then reassigned; To one of the following different Departments, Street Water Sewer Leisure Services Fire Fleet Maintenance Other

Thanks'

IS THIS VEHICLE BUDGETED FOR REPLACEMENT (IF APPLICABLE)?: Yes No

I recommend that this vehicle be scheduled for replacement;

I recommend that this vehicle be removed from service with no replacement required;

I recommend that this vehicle will remain in service, as-is;

I recommend that this vehicle will be repaired and returned to service in the same assignment;

REPLACEMENT OF VEHICLE WHEN IT NO LONGER MEETS NEEDS OF JOB REQUIREMENTS

Reliability: This vehicle is frequently out of service because of a lemon condition, or because it's not appropriate for service requirements.

The Vehicle was involved in a accident and due to age and repair costs including bringing the vehicle to mechanically sound and aesthetically pleasing conditions are not feasible.

Thanks'

Signature: *Preston Phillips*

Date: 5-15-15

City Of Callaway

Vehicle Inspection Form

Inventory ID 029	Asset Number 000751	Fair Market Value:
------------------	---------------------	--------------------

Short Description:
 Year 1998 Make Ford Vac-con Model L8501

Please fill in or check **Long Description:**

This vehicle: Starts Starts with a boost and Runs Does not run For Parts Only

Engine 200HP, v IL6cyl Gas Diesel engine

This vehicle was maintained every 3000 Days Hours Miles

Condition: Runs Needs repair is in unknown condition

Repairs needed: Dash and Wiring.

Date Removed From Service: _____ Maintenance Records: Available Not Available

Transmission

Transmission: Automatic Manual _____ Speed

Condition is: Operable Needs repair Is Unknown

Repairs Needed: _____

Interior: Color Gray Cloth Vinyl Leather

Minor damage to: Seats

Major damage to: Dash and fuse panel

Radio: Brand factory AM AM/FM AM/FM Cassette AM/FM CD

AC No AC Condition: Cold Unknown Air Bags drivers side dual

Cruise Control Tilt Steering Remote Mirrors Climate Control

Power: Windows Door Locks Steering Seats

Exterior: Color White Windows: No cracked glass cracked _____

Minor Dents Scratches Dings Good Tire Condition: Low _____ Flat _____ Hubcaps 1 2 3 4

Minor dents to: _____

Major damage to: _____

Decals: None Have been sprayed Have been removed Impressions remain No impressions

Emergency equip: None Has been removed There are holes in the exterior There are no holes

Additional Equipment: Description _____

Manufacturer _____ Model _____ Serial # _____

Vehicle Info: VIN # 1FDYN80F0WVA09733 Mileage 89400 Title Restriction Y N

Location of Asset: City Yard

For more information contact: _____

Dept Head Print: _____ Dept Head Signature: _____ Date: / /

Preston Phillips / PP. 6/12/2016

fire Dept

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

Unit Information

Equip Num 400

Date 6/11/2015

Equip Desc '00 Dodge Durango

General Information

Location	Fire Dept	Date Activated		Purchase Date	
Department Or Area	522 Fire	Date Inactivated		Purchase Price	\$0.00
Type	SUV	Fuel Type	Gas	PM Based On	Mileage/KM AND Days
Make	Dodge	Default MPG	0	Number Of Axles	0
Model	Durango 4 dr	Capital Equip #	000208	Number Seats	0
Year	2000	Purchase Order#		Fuel/Gas Card #	400
Vin#	1B4HS28N1YF191121	Lease Or Own		Tire Size(s)	235/75R15
Engine Type	4.7L	Owner	0		
Condition	Fair				

License Information

License Number	134024
Base State/Province	
Renewal Date	
MVT Renewal Date	
HUT Renewal Date	

Odometer/ Hours Information

Beginning Odometer	53294
Current Odometer	196897 144819
Current Odometer Date	4/3/2014
Beginning Hours	
Current Hours	
Current Hours Date	

Fixed Yearly Costs

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

Equipped With

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

Weights

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

**City of Callaway
Fleet Maintenance Department**

Vehicle Recommendation Form

Short Description: Year 2000 Make Dodge Model Durango Dept.# 522

VEHICLE IS IN ROUGH CONDITION: _____

I recommend disposal of this City vehicle, Due to the age Factor and hard uses of this vehicle it is in Poor condition. As well as repair costs including bringing the vehicle to mechanically sound and aesthetically pleasing conditions are not feasible. I recommend approval of the following listed recommendations;

Thanks'

RECOMMENDATIONS;

PUBLIC AUCTION

NEW DEPARTMENT

DONATE

DISPOSAL OTHER

VEHICLE IS IN FAIR MECHANICAL CONDITION:

I recommend that this vehicle be reassigned, repaired or, refurbished, then reassigned; To one of the following different Departments, Street Water _____ Sewer _____ Leisure _____ Services _____ Fire _____ Fleet Maintenance _____ Other _____

Thanks'

IS THIS VEHICLE BUDGETED FOR REPLACEMENT (IF APPLICABLE)?: Yes No

I recommend that this vehicle be scheduled for replacement; _____

I recommend that this vehicle be removed from service with no replacement required; _____

I recommend that this vehicle will remain in service, as-is; _____

I recommend that this vehicle will be repaired and returned to service in the same assignment; _____

REPLACEMENT OF VEHICLE WHEN IT NO LONGER MEETS NEEDS OF JOB REQUIREMENTS

Reliability: This vehicle is frequently out of service because of a lemon condition, or because it's not appropriate for service requirements. _____

The Vehicle was involved in a accident and due to age and repair costs including bringing the vehicle to mechanically sound and aesthetically pleasing conditions are not feasible. _____

Thanks'

Signature: Preston Phillips

Date: 3/14/2016

City Of Callaway

Vehicle Inspection Form

Inventory ID 400	Asset Number 000208	Fair Market Value:
------------------	---------------------	--------------------

Short Description:
 Year 2000 Make Dodge Model Durango 4dr 4X4

Please fill in or check **Long Description:**

This vehicle: Starts Starts with a boost and Runs Does not run For Parts Only

Engine 4.7 L, V 8cyl Gas Diesel engine

This vehicle was maintained every 3000 Days Hours Miles

Condition: Runs Needs repair is in unknown condition

Repairs needed: _____

Date Removed From Service: _____ Maintenance Records: Available Not Available

Transmission

Transmission: Automatic Manual ___ Speed

Condition is: Operable Needs repair Is Unknown

Repairs Needed: _____

Interior: Color Black and Gray Cloth Vinyl Leather

Minor damage to: Seat

Major damage to: _____

Radio: Brand _____ Factory _____ AM AM/FM AM/FM Cassette AM/FM CD

AC No AC Condition: Cold Unknown Air Bags drivers side dual

Cruise Control Tilt Steering Remote Mirrors Climate Control

Power: Windows Door Locks Steering Seats

Exterior: Color White Windows: No cracked glass cracked _____

Minor Dents Scratches Dings ^{Good} Tire Condition: Low ___ Flat ___ Hubcaps 1 2 3 4

Minor dents to: _____

Major damage to: _____

Decals: None Have been sprayed Have been removed Impressions remain No impressions

Emergency equip: None Has been removed There are holes in the exterior There are no holes

Additional Equipment: Description _____

Manufacturer _____ Model _____ Serial # _____

Vehicle Info: VIN # 1B4HS28N1VF1911121 Mileage 144830 Title Restriction Y N

Location of Asset: Fire Department

For more information contact: _____

Dept Head Print: _____ Dept Head Signature: _____ Date: 6/15/2015

Preston Phillips / PP.

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

DATE: MARCH 22, 2016

ITEM: BOARD APPOINTMENTS

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 **Code Enforcement Board** currently has 4 vacancies, 2 of which are Alternates. The City received two applications for appointment.

- Lorna J. Banks, if appointed, would fill a 3-year term of office through December 31, 2018.
- Robert Conner, if appointed, would fill an unexpired 3-year term ending December 31, 2016.

The City also received an application from Brent Harshbarger for reappointment to the **Sports & Recreation Committee**. His term expired on August 14, 2015 and his reappointment would be for a 3-year term ending December 31, 2018.

Applicants live within the City of Callaway and required background checks have been done.

Attachment(s):

- Applications

5. REQUESTED MOTION/ACTION:

Staff recommends retroactive reappointment of Mr. Harshbarger to the Sports & Recreation committee, and appointment of Ms. Banks and Mr. Conner to the Code Enforcement Board for 3-year terms as referenced above.

CITY OF CALLAWAY CODE ENFORCEMENT BOARD

Per F.S. Chapter 162, Part I, Sections 162.01 – 162.13, the Code Enforcement Board was established November 13, 2012, via Ordinance No. 928. The Board consists of seven (7) members and two (2) alternate members, who serve for three (3) year terms. Members must be at least 18 years of age and a resident of the City of Callaway. All members must submit to a pre-appointment background check and are subject to the Florida Financial Disclosure requirements. Failure to attend 2 of three successive meetings without cause or prior approval of the chair will constitute a vacancy.

Jean Champoux – 621 S. Berthe Avenue; Home Ph. 871-0842; Re-appointed on January 26, 2016, for a 3-year term ending December 31, 2018. jeanwhitmanchampoux@gmail.com.

VACANCY - Steve Churchwell - Resigned unexpired 3-year term ending December 31, 2016.

Pat Martina – 6416 Letohatchee St.; Home Ph.: 871-0383; Appointed on June 26, 2015 for a 3-year term ending December 31, 2017. pmartina1@bellsouth.net

Tony Mullinax, Vice-Chairman – 401 Viola Avenue; Home Ph.: 874-2998, Cell Ph.: 319-1222. Appointed on October 18, 2013, for a 3-year term ending December 31, 2016. ecmstony@aol.com.

Steve Paros – 7100 Pocahontas Street; Home Ph.: 871-4210. Appointed on June 23, 2015 for a 3-year term ending December 31, 2017. steveparos@wowway.com.

VACANCY – Joe Volpi’s term ended November 30, 2015 (Did Not Re-apply)

Roger Weum – 403 S. Berthe Avenue; Cell Ph.: 870-877-1302. Appointed on February 26, 2015, for a 3-year term ending December 31, 2017. rogerweum@gmail.com.

Alternate – Vacant

Alternate – Vacant

City of Callaway Staff Liaisons:

Bill Frey – Code Enforcement Officer Planning Department

Bonnie Poole – Code Enforcement Officer Planning Department

Janice L. Peters, City Clerk/Recording Secretary
(850) 215-6694



CITY OF CALLAWAY

ADVISORY BOARD APPLICATION

6601 EAST HIGHWAY 22
CALLAWAY, FL 32404
TELEPHONE: (850) 871-6000
FACSIMILE: (850) 850-871-2444
WEB: WWW.CITYOFCALLAWAY.COM

NEW APPLICATION

RE-APPLICATION

- AUDIT COMMITTEE* (5 Members – 3 Citizens for 3-Year Terms, 1 City Employee and 1 Commission Member for 2-year Terms)
- BOARD OF ADJUSTMENT (3-Year Terms/3 Term Limit; 5 Members)
- CODE ENFORCEMENT BOARD* (3-Year Terms; 7 Members; 2 Alternates)
- PLANNING BOARD* (3-Year Terms; 7 Members)
- SPORTS & RECREATION COMMITTEE* (5 Members; 3-Year Terms)
- OTHER: _____

Name: BANKS (Last) Lorna (First) J (Middle)

Address: 8214 James St
CALLAWAY, FL 32404

Mailing Address (if different): _____

Business Address: _____

Occupation: _____

Home Phone: 850 215 5712 Work Phone: 850 283 7510

E-mail: Xaymaica479@yahoo.com

Do you reside within the City limits? Yes No

Are you a Registered Voter in Bay County? Yes No Voter ID#: _____

Please rank your board preference(s):
1. _____
2. _____
3. _____

Have you ever served on a volunteer board or in a volunteer capacity with the City of Callaway before? Yes No If yes, please indicate name of board and dates of service: _____

Why would you like to serve on this board? to make sure the City of Callaway standards stay intact

What special skills would you bring to this position? Impartiality; Non-judgemental along with 28 yrs of military service.

Please list fields of work experience: _____

List any licenses and/or degrees (location and year): _____

Local Referenced (Please list three (3)):

1. Tony Mullinax
2. Averil Tolbert
3. Garreth Sutton

Would you have a problem with the meeting dates and times for the board/agency for which you are applying? Yes No If yes, please explain: _____

Signed: Jana Banks Date: 18 Feb 16

SCHEDULE OF BOARD MEETINGS

[Note – Balance of Boards meet quarterly or as needed.]

Code Enforcement Board	3 rd THURS of each Month	6:00 p.m.
Planning Board	1 st & 3 rd TUES of each Month as needed	6:00 p.m.

*These boards are subject to Financial Disclosure.

Please submit application to:

Janice L. Peters, City Clerk
City of Callaway
6601 E. Highway 22
Callaway, FL 32404



CITY OF CALLAWAY ADVISORY BOARD APPLICATION

6601 EAST HIGHWAY 22
CALLAWAY, FL 32404
TELEPHONE: (850) 871-6000
FACSIMILE: (850) 850-871-2444
WEB: WWW.CITYOFCALLAWAY.COM

NEW APPLICATION

RE-APPLICATION

- AUDIT COMMITTEE* (5 Members – 3 Citizens for 3-Year Terms, 1 City Employee and 1 Commission Member for 2-year Terms)
- BOARD OF ADJUSTMENT (3-Year Terms/3 Term Limit; 5 Members)
- CODE ENFORCEMENT BOARD* (3-Year Terms; 7 Members; 2 Alternates)
- PLANNING BOARD* (3-Year Terms; 7 Members)
- SPORTS & RECREATION COMMITTEE* (5 Members; 3-Year Terms)
- OTHER: _____

Name: CONNOR (Last) ROBERT (First) WARREN (Middle)

Address: 6301 TAMMY LANE CALLAWAY FL 32404

Mailing Address (if different): _____

Business Address: 340 Magnolia Circle TAFB, FL 32403

Occupation: Asst. Medical Facility Manager

Home Phone: 850-874-1175 Work Phone: 850-283-7690

E-mail: ROBERT.CONNER2@US.MIL

Do you reside within the City limits? Yes No

Are you a Registered Voter in Bay County? Yes No Voter ID#: _____

Please rank your board preference(s):
1. Code Enforcement
2. _____
3. _____

Have you ever served on a volunteer board or in a volunteer capacity with the City of Callaway before? Yes No If yes, please indicate name of board and dates of service: _____

Why would you like to serve on this board? Improve Callaway

What special skills would you bring to this position? _____

Please list fields of work experience: Outright Maint, Grounds Maintenance

List any licenses and/or degrees (location and year): _____

Local Referenced (Please list three (3)):

1. _____
2. _____
3. _____

Would you have a problem with the meeting dates and times for the board/agency for which you are applying? Yes No If yes, please explain: _____

Signed: Robert W Conner Date: 19 Feb 16

SCHEDULE OF BOARD MEETINGS

[Note – Balance of Boards meet quarterly or as needed.]

Code Enforcement Board	3 rd THURS of each Month	6:00 p.m.
Planning Board	1 st & 3 rd TUES of each Month as needed	6:00 p.m.

*These boards are subject to Financial Disclosure.

Please submit application to:

Janice L. Peters, City Clerk
City of Callaway
6601 E. Highway 22
Callaway, FL 32404

**CITY OF CALLAWAY
SPORTS & RECREATION COMMITTEE**

The Sports & Recreation Committee was established on June 12, 2012, via Resolution No. 12-18. The Board consists of five (5) members. One member shall be the Leisure Services Director or their designee. The four remaining members will be volunteer citizens selected and appointed by the City Commission for 3-year terms. The Committee Chair and Vice-Chair is chosen from among the appointed citizen members for 1-year terms. All members must be City residents and submit to a pre-appointment background check and are subject of Financial Disclosure. Meetings of the Committee are held on an as-needed basis.

Brent A. Harshbarger, Chair – 7020 Benton Dr.; Home Ph.: 819-0134, Work Ph.: 282-4845. Appointed on August 14, 2012, to a 3-year term ending August 14, 2015. harshyeod@gmail.com.

VACANT -, Vice-Chair – (*Robert A. Robinson did not reapply*)

VACANT – (*Gregory McHugh did not reapply – 3-year term ended 08/14/15*)

VACANT – (*Jeffrey Munn did not reapply – 3-year 08/14/15*)

Tim Legare, Director of Leisure Services – 504 Callaway Park Way; Wk. Ph.: 874-0031. Appointed on August 14, 2012, for a 3-year term ending August 14, 2015. tlegare@cityofcallaway.com.

City of Callaway Staff Liaisons:

Janice L. Peters, City Clerk/Recording Secretary
(850) 215-6694



CITY OF CALLAWAY

ADVISORY BOARD APPLICATION

6601 EAST HIGHWAY 22
CALLAWAY, FL 32404
TELEPHONE: (850) 871-6000
FACSIMILE: (850) 850-871-2444
WEB: WWW.CITYOFCALLAWAY.COM

NEW APPLICATION

RE-APPLICATION

- AUDIT COMMITTEE* (5 Members – 3 Citizens for 3-Year Terms, 1 City Employee and 1 Commission Member for 2-year Terms)
- BOARD OF ADJUSTMENT (3-Year Terms/3 Term Limit; 5 Members)
- CODE ENFORCEMENT BOARD* (3-Year Terms; 7 Members; 2 Alternates)
- PLANNING BOARD* (3-Year Terms; 7 Members)
- SPORTS & RECREATION COMMITTEE* (5 Members; 3-Year Terms)
- OTHER: _____

Name: Harshbarger Brent Allan
(Last) (First) (Middle)

Address: 7020 Benton Drive
Callaway, FL 32404

Mailing Address (if different): _____

Business Address: _____

Occupation: Project Management, Tyndall AFB

Home Phone: 850-215-9020 Work Phone: 850-282-0850

E-mail: harshyeod@gmail.com

Do you reside within the City limits? Yes No

Are you a Registered Voter in Bay County? Yes No Voter ID#: _____

Please rank your board preference(s):
1. Sports and Recreation Committee
2. _____
3. _____

Have you ever served on a volunteer board or in a volunteer capacity with the City of Callaway before? Yes No If yes, please indicate name of board and dates of service: _____
Sports and Recreation from creation to present - Board Chairman

Why would you like to serve on this board? There are numerous things that happen within the areas of the Sports and leisure activities the community can support or benefit from.

What special skills would you bring to this position? Director of coaching for Callaway Youth Soccer Project Management skills,

Please list fields of work experience: Scheduling, athletics, coaches licensing programs

List any licenses and/or degrees (location and year): National Youth Soccer License - 2014
Temporary Florida Educators Certificate - Jun 2015 National D Soccer License - 2014

Local Referenced (Please list three (3)):

1. Tim Legare
2. Amber Musser
3. Robbie Robinson

Would you have a problem with the meeting dates and times for the board/agency for which you are applying? Yes No If yes, please explain: Standard meeting times/days would be good so I can de-conflict my schedule

Signed: _____ Date: _____

SCHEDULE OF BOARD MEETINGS

[Note – Balance of Boards meet quarterly or as needed.]

Code Enforcement Board	3 rd THURS of each Month	6:00 p.m.
Planning Board	1 st & 3 rd TUES of each Month as needed	6:00 p.m.

*These boards are subject to Financial Disclosure.

Please submit application to:

Janice L. Peters, City Clerk
City of Callaway
6601 E. Highway 22
Callaway, FL 32404

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

DATE: MARCH 22, 2016

ITEM: DEVELOPMENT ORDER APPROVAL – ZAXBY’S RESTAURANT – 128 N. TYNDALL PARKWAY

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)**

On Feb 18, 2016, Panhandle Engineering, Inc. submitted a Development Order Application and site development plans on behalf of Zaxby’s Restaurant at 225 N. Tyndall Parkway. The subject property was formerly “Paul’s Other Lot”, which sold primarily used mobile homes.

The subject parcel and adjacent properties are zoned Commercial and located within the Central Corridors Urban Design Overlay District (“Overlay District”). The owner intends to redevelop the site, which will include enhancements to the parking area, installation of new landscaping, and a building architectural design that conforms to the Overlay District.

The Public Works Department and Fire Department have reviewed the plans for the Zaxby’s, and have no outstanding issues or concerns. The Planning Department has found that the plans meet the requirements of the Central Corridors Urban Design Overlay District, LDR, and Comprehensive Plan.

Attachment(s):

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

5. **REQUESTED MOTION/ACTION:**

Staff recommends approval of the Development Order for Zaxby’s Restaurant located at 255 North Tyndall Parkway.

**CITY OF CALLAWAY
DEVELOPMENT ORDER**

Project: Zaxby's Restaurant
Location: 255 N. Tyndall Parkway
Address: 255 N. Tyndall Parkway, Callaway, FL 32404
(Parcel # 24511-000-000)
Developer: Zaxby's Restaurant
Engineer: Jeffrey C. Petermann, Panhandle Engineering, Inc.
Date: March 23, 2016
Flood Zone: X
Designated Zoning/Land Use District: Commercial,
(Central Corridors Urban Design Overlay District)
Adjacent Zoning/Land Use District(s): Commercial/Commercial

An authorization to proceed with the 3,847 sq. ft. Zaxby's Restaurant in accordance with the site plans and details dated March 15, 2016 and attached hereto as Exhibit "A" is hereby approved. This approval outlines all of the agreements, conditions, and understandings pertinent to development approval. No on-site development activity shall commence prior to receiving final development authorization from the City Building Department and the City Planning Department. The applicant understands and agrees that no on-site development activity shall commence prior to the issuance of all applicable County, State, and Federal permits or authorization.

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

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

Concurrency Management

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

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

Land Use Designation

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

Building Construction Permits

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

Site Clearing, Grading, Filling Permit

An authorization to proceed with site clearing, grading, and filling in accordance with the site plans and details dated March 15, 2016 is hereby approved. Land clearing operations shall not create a drainage problem for the adjacent land or adjacent public right-of-ways. All stormwater shall be retained on site during clearing and after clearing until such time that stormwater can be handled in accordance with the approved development plans.

Land clearing operations shall not create or cause a hazard to the health and safety of citizens. Open burning is prohibited within the City limits except when approved by the Florida Division of Forestry. Cut trees, stumps, and other debris will not be buried on site. Routes of travel for equipment and trucks to and from the work site and disposal site, within the corporate limits, will be reviewed and approved by the Director of Public Works and the City Fire Chief or his designee.

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

Water, Sewer, Paving and Drainage Improvements Permit

WATER: An authorization to proceed with water improvements in accordance with the site plans and details dated March 15, 2016 is hereby approved. The City Public Works Department will inspect for approval all connections and extensions to the City's potable water systems at the time of installation. The developer/contractor is responsible for all costs associated with tying into the City's system. The developer must bear responsibility for all connection materials, supplies, and costs.

SEWER: An authorization to proceed with wastewater collection and transmission improvements in accordance with the site plans and details date March 15, 2016 hereby approved. The City Public Works Department will inspect for approval all connection and extensions to the City's wastewater collection system at the time of installation. The developer/contractor is responsible for all cost associated with tying into the City's system. The developer must bear responsibility for all connection materials, supplies, and costs.

PAVING: An authorization to proceed with paving improvements in accordance with the site plans and details dated March 15, 2016 is hereby approved. The City Department of Public Works will inspect for approval all paving on adjacent City right-of-way. The developer must contact the City Public Works Department upon completion of the base and again upon completion of the paving for inspections.

DRAINAGE: An authorization to proceed with stormwater drainage water improvements in accordance with the site plans and details dated March 15, 2016 is hereby approved. The City Public Works Director will inspect for approval all drainage improvements. The developer/contractor is responsible for all costs associated with stormwater collection transmission, storage, and discharge.

Curb Cut Permit

Authorization is approved to construct or modify a driveway access point, curb cut, or driveway in accordance with the site plan and details dated March 15 2016. This approval is subject to all applicable County, State, and Federal rules and permits for access connection.

Parking Lot Construction Permit

Authorization is approved to construct the parking lot and appurtenances in accordance with the site plan and details dated March 15, 2016 relating to parking spaces, other vehicular use areas, access aisles, and driveways.

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

Landscaping and Buffering Permit

Authorization is approved to install landscaping and vegetative buffering in accordance with the landscape plans dated March 15, 2016. Landscaping and buffering shall be installed and maintained in accordance with Section 15.780 of the City's Land Development Regulations. Any trees removed during the development of the property shall be replaced in accordance with Section 15.785 of the Land Development Regulations. Any lawn sprinkling and irrigation system shall be constructed in accordance with Section 15.680.7(g) of City's Land Development Regulations and shall be subject to applicable County, State, and Federal Permits.

Sign Permit

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

Approved this 23rd day of March, 2016.

J. Michael Fuller, City Manager

Bill Frye, Zoning and Code Enforcement Officer

Trevor Noble, Director of Public Works

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

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

Accepted and approved this 23rd day of March, 2016.

Print Name

Zaxby's Restaurant

Permit Fees as of March 22, 2015

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

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

DATE: MARCH 22, 2016

ITEM: DEVELOPMENT ORDER APPROVAL – NEW RETAIL SHELL BUILDING – 641 N. TYNDALL PARKWAY

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)

On Feb 15, 2016, Barry, Jay Greenberg Architect submitted a Development Order Application and site development plans on behalf of D3 Callaway, LLC, at 641 N. Tyndall Parkway for a New Retail Shell Building. The subject property was formerly the Callaway Lawn & Cycle, which was primarily a lawn mower sales and repair shop.

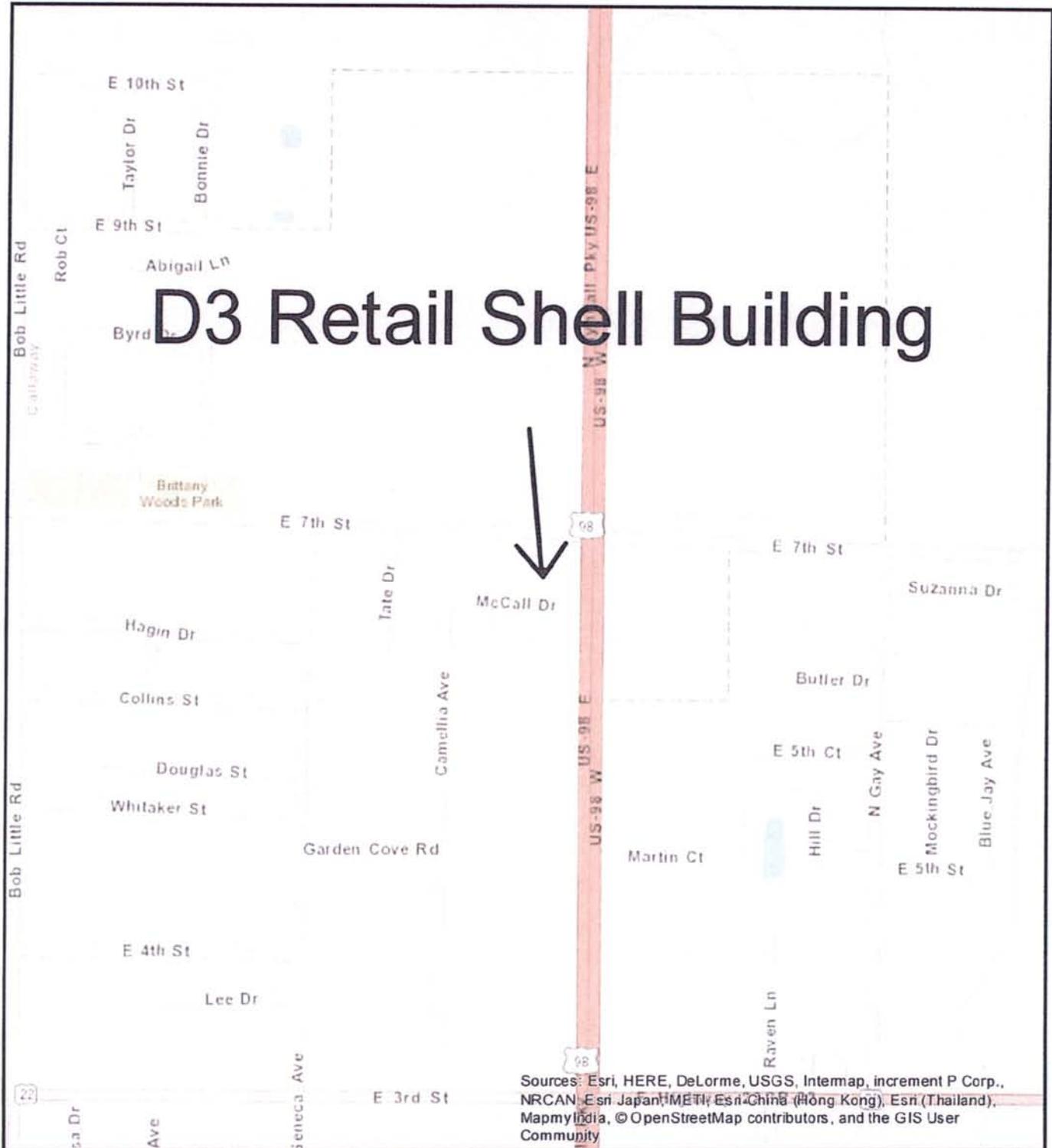
The subject parcel and adjacent properties are zoned Commercial and located within the Central Corridors Urban Design Overlay District (“Overlay District”). The owner intends to redevelop the site which will include enhancements to the parking area, installation of new landscaping, and a building architectural design that conforms to the Overlay District. The Public Works Department and Fire Department have reviewed the plans for the New retail Shell Building, and have no outstanding issues or concerns. The Planning Department has found that the plans meet the requirements of the Central Corridors Urban Design Overlay District, LDR, and Comprehensive Plan.

Attachment(s):

- Location Map
- Draft Copy of the Development Order
- Building Elevations (*To be provided at Workshop*)

5. **REQUESTED MOTION/ACTION:**

Staff recommends approval of the Development Order for the New Retail Shell Building at 641 North Tyndall Parkway.



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



D3 Retail Shell Building



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: 3/17/2016

**CITY OF CALLAWAY
DEVELOPMENT ORDER**

Project: Retail Shell Building
Location: 641 N. Tyndall Parkway
Address: 641 N. Tyndall Parkway, Callaway, FL 32404
(Parcel ID# 24358-010-000)
Developer: D3 Callaway, LLC
Engineer: Kimley-Horn & Associates
Date: March 23, 2016
Flood Zone: X
Designated Zoning/Land Use District: Commercial,
(Central Corridors Urban Design Overlay District)
Adjacent Zoning/Land Use District(s): Commercial/Commercial

An authorization to proceed with the 6,400 sq. ft. Retail Shell Building in accordance with the site plans and details dated February 15, 2016 and attached hereto as Exhibit "A" is hereby approved. This approval outlines all of the agreements, conditions, and understandings pertinent to development approval. No on-site development activity shall commence prior to receiving final development authorization from the City Building Department and the City Planning Department. The applicant understands and agrees that no on-site development activity shall commence prior to the issuance of all applicable County, State, and Federal permits or authorization.

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

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

Concurrency Management

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

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

Land Use Designation

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

Building Construction Permits

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

Site Clearing, Grading, Filling Permit

An authorization to proceed with site clearing, grading, and filling in accordance with the site plans and details dated February 15, 2016 is hereby approved. Land clearing operations shall not create a drainage problem for the adjacent land or adjacent public right-of-ways. All stormwater shall be retained on site during clearing and after clearing until such time that stormwater can be handled in accordance with the approved development plans.

Land clearing operations shall not create or cause a hazard to the health and safety of citizens. Open burning is prohibited within the City limits except when approved by the Florida Division of Forestry. Cut trees, stumps, and other debris will not be buried on site. Routes of travel for equipment and trucks to and from the work site and disposal site, within the corporate limits, will be reviewed and approved by the Director of Public Works and the City Fire Chief or his designee.

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

maintained throughout construction for demolition activities conducted by the developer or contractor for the developer.

Water, Sewer, Paving and Drainage Improvements Permit

WATER: An authorization to proceed with water improvements in accordance with the site plans and details dated February 15, 2016 is hereby approved. The City Public Works Department will inspect for approval all connections and extensions to the City's potable water systems at the time of installation. The developer/contractor is responsible for all costs associated with tying into the City's system. The developer must bear responsibility for all connection materials, supplies, and costs.

SEWER: An authorization to proceed with wastewater collection and transmission improvements in accordance with the site plans and details date February 15, 2016 hereby approved. The City Public Works Department will inspect for approval all connection and extensions to the City's wastewater collection system at the time of installation. The developer/contractor is responsible for all cost associated with tying into the City's system. The developer must bear responsibility for all connection materials, supplies, and costs.

PAVING: An authorization to proceed with paving improvements in accordance with the site plans and details dated February 15, 2016 is hereby approved. The City Department of Public Works will inspect for approval all paving on adjacent City right-of-way. The developer must contact the City Public Works Department upon completion of the base and again upon completion of the paving for inspections.

DRAINAGE: An authorization to proceed with stormwater drainage water improvements in accordance with the site plans and details dated February 15, 2016 is hereby approved. The City Public Works Director will inspect for approval all drainage improvements. The developer/contractor is responsible for all costs associated with stormwater collection transmission, storage, and discharge.

Curb Cut Permit

Authorization is approved to construct or modify a driveway access point, curb cut, or driveway in accordance with the site plan and details dated February 15 2016. This approval is subject to all applicable County, State, and Federal rules and permits for access connection.

Parking Lot Construction Permit

Authorization is approved to construct the parking lot and appurtenances in accordance with the site plan and details dated February 15, 2016 relating to parking spaces, other vehicular use areas, access aisles, and driveways.

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

Landscaping and Buffering Permit

Authorization is approved to install landscaping and vegetative buffering in accordance with the landscape plans dated February 15, 2016. Landscaping and buffering shall be installed and maintained in accordance with Section 15.780 of the City's Land Development Regulations. Any trees removed during the development of the property shall be replaced in accordance with Section 15.785 of the Land Development Regulations. Any lawn sprinkling and irrigation system shall be constructed in accordance with Section 15.680.7(g) of City's Land Development Regulations and shall be subject to applicable County, State, and Federal Permits.

Sign Permit

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

Approved this 23rd day of March, 2016.

J. Michael Fuller, City Manager

Bill Frye, Zoning and Code Enforcement Officer

Trevor Noble, Director of Public Works

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

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

Accepted and approved this 23rd day of March, 2016.

Print Name

D3 Callaway, LLC

Permit Fees as of March 22, 2015

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

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

DATE: MARCH 22, 2016

ITEM: RESOLUTION No. 16-10 ELECTION QUALIFYING RATIFICATION

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)

Qualifying for the April 19, 2016, municipal election ended at Noon on Friday, February 12, 2016, for Commission Ward III Seat, currently held by Bob Pelletier, Commission Ward IV Seat, currently held by Ralph Hollister, and the City Mayoral Seat, currently held by Thomas Abbott.

Qualifying results were as follows:

- The only candidate qualified for Commission Ward IV Seat was Joe Townsend
- The only candidate qualified for the City's Mayoral Seat was Bob Pelletier
- Two candidates qualified for Commission Ward III Seat, Paul Bohac and Ron Fairbanks

Resolution No. 16-10 is hereby attached, ratifying the April 19, 2016, election for City Commission Ward III Seat as referenced above.

ATTACHMENTS:

- Resolution No. 16-10

5. REQUESTED MOTION/ACTION:

Staff recommends approval of Resolution No. 16-10, ratifying the results of qualifying for the 2016 City Election. Declaring that no election be held for Commission Ward IV Seat and the Mayoral Seat, upon roll-call vote.

RESOLUTION NO. 16-10

A RESOLUTION OF THE CITY OF CALLAWAY, FLORIDA, APPROVING THE BALLOT FOR THE MUNICIPAL SUPER TUESDAY ELECTION ON APRIL 19, 2016; DECLARING QUALIFYING OF CERTAIN CANDIDATES TO FILL THE CITY COMMISSION WARD IV SEAT; DECLARING THAT NO MUNICIPAL ELECTION SHALL BE HELD FOR COMMISSION WARD III SEAT AND THE MAYORAL SEAT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, qualifying for the April 19, 2016, municipal election ended at Noon on Friday, February 12, 2016, for the City Commission Ward III Seat, currently held by Bob Pelletier, City Commission Ward IV Seat, currently held by Ralph Hollister, and the City Mayoral Seat, currently held by Thomas Abbott; and,

WHEREAS, Joe Townsend is the only candidate who qualified to fill the Ward IV Seat, which term ends in April, 2020; and,

WHEREAS, Paul Bohac and Ron Fairbanks are the two candidates who qualified to fill the Ward III Seat; and,

WHEREAS, Bob Pelletier is the only candidate who qualified to fill the City's Mayoral Seat; and,

WHEREAS, Section 4.04 of the City Charter states that all Commissioners, including the Mayor, shall take office at 12:00 noon on the first Friday following their election.

NOW THEREFORE BE IT RESOLVED by the City Commission of the City of Callaway as follows:

SECTION 1. That *Joe Townsend* is qualified and shall fill the designated Ward IV Seat and shall serve on the City Commission for the four year term beginning Friday, April 22, 2016 through April 24, 2020.

SECTION 2. That *Bob Pelletier* is qualified and shall fill the designated Mayoral Seat for the four year term beginning Friday, April 22, 2016 through April 24, 2020.

SECTION 3. That the regular municipal election, scheduled for April 19, 2016, shall continue for the purpose of the electorate deciding on the Ward III Seat thereupon scheduled, with the names of the candidates to appear on the ballot as follows:

Paul Bohac
Ron Fairbanks

SECTION 4. This resolution shall become effective upon adoption.

PASSED AND ADOPTED this 22nd day of March, 2016, by the CALLAWAY CITY COMMISSION meeting in regular session.

CITY OF CALLAWAY, FLORIDA

By: _____
Thomas Abbott, Mayor

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

VOTE OF COMMISSION:

Abbott _____
Covey _____
Henderson _____
Hollister _____
Pelletier _____

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE CITY OF CALLAWAY ONLY:

Kevin D. Obos, City Attorney

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

DATE: MARCH 22, 2016

ITEM: RESOLUTION NO. 16-11 SPORTS & RECREATION COMMITTEE

1. PLACED ON AGENDA BY:
J. Michael Fuller, City Manager/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 proposed resolution amends Resolution No. 12-21, which established the Sports & Recreation Committee to provide for terms.

ATTACHMENTS:

- Resolution No. 16-11

5. REQUESTED MOTION/ACTION:

Staff recommends approval of Resolution No. 16-11 upon roll-call vote.

RESOLUTION NO. 16-11

**A RESOLUTION OF THE CITY OF CALLAWAY, FLORIDA;
AMENDING RESOLUTION 12-21 THE CALLAWAY SPORTS
AND RECREATION COMMITTEE; PROVIDING FOR TERMS;
REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH;
AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Commission for the City of Callaway established the Callaway Sports and Recreation Committee by Resolution No. 12-21 on August 14, 2012; and

WHEREAS, no terms were set forth within the resolution.

NOW THEREFORE BE IT RESOLVED by the City Commission that Section 2 of Resolution 12-21 is hereby amended as follows:

SECTION 1. The Advisory Committee shall consist of five (5) members, who shall serve three (3) year terms. The City representative will be the Leisure Services Director or their designee. The four (4) citizen members shall be selected and appointed by the City Commission. All citizen members shall reside within the boundaries of the City of Callaway, Florida. City Elected officials, Charter Officers, and members of other City Advisory boards may not serve as members of the Callaway Sports and Recreation Committee. All Committee members shall serve without compensation.

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

THIS RESOLUTION SHALL BE EFFECTIVE IMMEDIATELY UPON PASSAGE.

PASSED AND ADOPTED this 22nd day of March, 2016, by the CALLAWAY CITY COMMISSION meeting in regular session.

CITY OF CALLAWAY, FLORIDA

By: _____
Thomas Abbott, mayor

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

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE CITY OF CALLAWAY ONLY:

VOTE OF COMMISSION:

Abbott _____
Covey _____
Henderson _____
Hollister _____
Pelletier _____

Kevin D. Obos, City Attorney

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

DATE: MARCH 22, 2016

ITEM: RESOLUTION No. 16-12 – YARD OF THE MONTH PROGRAM

1. PLACED ON AGENDA BY:

PAMN HENDERSON, COMMISSIONER, WARD II

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)

I would like to propose a Yard of the Month Program for the City of Callaway that will recognize residents and business owners who demonstrate above-average efforts in maintaining their property, thereby contributing to the overall appearance of the city.

For the months of April through October, the City will choose one residential yard or one business yard judged solely on the overall exterior appearance of the property as viewed from the street. Yards will be judged on cleanliness, landscaping and color. Overall appearance and factors include, but are not limited to, tidiness and neatness of the front and side yards, pruned and trimmed trees, edged and defined borders and flower beds, and a visually appealing facade.

Winners will receive a specially designed "Yard of the Month" sign placed in the winning yard for one month, a certificate of recognition to the home or business owner signed by the Mayor and awarded at a Commission meeting. A picture of the winning yard will be placed on the City's website and in the monthly Callaway newsletter.

ATTACHMENT:

- RESOLUTION NO. 16-12
- CRITERIA
- CERTIFICATE
- SAMPLE SIGNAGE

5. REQUESTED MOTION/ACTION:

Approval of Resolution No. 16-12 upon roll-call vote.

RESOLUTION NO. 16-12

A RESOLUTION OF THE CITY OF CALLAWAY, FLORIDA SUPPORTING A YARD OF THE MONTH PROGRAM ADMINISTERED BY THE CITY FOR THE SELECTION AND RECOGNITION OF A YARD OF THE MONTH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Callaway, Florida (City) wishes to establish a program to recognize residents and business owners who demonstrate above-average efforts in maintaining their property, thereby contributing to the overall appearance of the City; and,

WHEREAS, after consideration that many other local governments have similar recognition programs, and that such a program would benefit the City; and,

WHEREAS, such programs are considered good citizen recognition practice; and,

NOW THEREFORE BE IT RESOLVED by the City Commission of the City of Callaway as follows:

SECTION 1. The City hereby supports a citizen incentive program, administered by the City and called the "Yard of the Month" program, as outlined in Attachment A.

SECTION 2. The City will recognize citizen efforts to maintain their property in an aesthetically pleasing manner and encourages beautification in the City of Callaway.

SECTION 3. This resolution shall become effective upon adoption.

PASSED AND ADOPTED this 22nd day of March, 2016, by the CALLAWAY CITY COMMISSION meeting in regular session.

CITY OF CALLAWAY, FLORIDA

By: _____
Thomas Abbott, Mayor

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

VOTE OF COMMISSION:
Abbott _____
Covey _____
Henderson _____
Hollister _____
Pelletier _____

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE CITY OF CALLAWAY ONLY:

Kevin D. Obos, City Attorney

Attachment A

Yard of the Month Criteria

For the months of April through October, the City will choose one residential yard or one business yard judged solely on the overall exterior appearance of the property as viewed from the street. Yards will be judged on cleanliness, landscaping and color. Overall appearance and factors include, but are not limited to, tidiness and neatness of the front and side yards, pruned and trimmed trees, edged and defined borders and flower beds, and a visually appealing facade.

Winners will receive a specially designed "Yard of the Month" sign placed in the winning yard for one month, a certificate of recognition to the home or business owner signed by the Mayor and awarded at a Commission meeting, a picture of the winning yard on the City's website and in the monthly Callaway newsletter.

Contest Guidelines:

1. Current City employees and Commissioners are ineligible.
2. The upkeep of the yard can reflect the efforts of the residents themselves or that of a professional landscaper or groundskeeper.
3. The same property cannot receive Yard of the Month more than once a year, meaning at least 12 months must elapse between awards for the same yard.
4. While a property is being recognized as Yard of the Month, the owners are expected to maintain the property in the same manner that allowed them to win the award.
5. In the event that the property owner who is chosen to have Yard of the Month does not wish to participate, they must notify the City as soon as possible, and another yard will be chosen.
6. Property owners can only keep the award sign in their yard for the month they were awarded, even if the sign was placed in the yard late due to holidays or other events.

Nominations

1. Nominations for Yard of the Month can be made by e-mailing a recommendation to yardofthemonth@cityofcallaway.com.
2. Nominations must include the address of property and pictures of the property.
3. Nominations for the upcoming month must be made by the 15th of the preceding month.
4. Winners will be selected by Staff and approved by Commission. Award will be made to winners at the monthly Commission meeting.
5. The Yard of the Month signs will be placed in the winning yards on or near the 1st of the month.

Recommended Judging Criteria

1. Lawns - Grass should be healthy with no bare spots or excessive weeds. Grass shall be mowed and edged, and trimmed around foundations and fences. Debris (garbage, pet feces, etc.) shall be picked up and removed.
2. Landscape and Flower Beds - Beds shall be weeded and edged, flowers must be deadheaded and dead plants removed, trees and shrubs pruned, and natural areas cleaned.
3. Walkways and Driveways - Walkways and driveways shall be free from debris and dirt, with trash containers or yard products removed from view.
4. Aesthetics - The overall look of landscaping is important. The front entryway should be inviting, with original and creative touches to show personality (hanging baskets, pots, yard art, bird feeders, etc.).

CITY OF CALLAWAY

Certificate of Recognition

The City Commission for the City of Callaway, Florida, recognize and honor the named recipient for improvements and beautification to their property located within the City.

Mr. & Mrs. John R. Citizen

2017 CITIZEN WAY

PRESENTED THIS 22ND DAY OF MARCH, 2016

MAYOR

CITY MANAGER

CITY OF CALLAWAY



YARD OF THE MONTH

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

DATE: MARCH 22, 2016

ITEM: RIGHT-OF-WAY USE AGREEMENT – 6318 BOATRACE 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)

Mr. Bobbie Moore, resident and owner of 6318 Boat Race Road, has requested to construct a 4 ft. chain link fence on a portion of the city's unused easement adjacent to his property. Mr. Moore has been mowing the grass and maintaining this portion of the easement (see attached map) for several years and would like to construct a fence around it. Public Works staff have reviewed Mr. Moore's request and have confirmed that the easement contains no underground utilities.

Attachment(s):

- Right-of-way/Easement Construction Agreement
- G.I.S. Map
- E-mail/Report of Inspection
- Letter of Request from Mr. & Mrs. Moore

5. REQUESTED MOTION/ACTION:

Staff recommends that the City Commission direct the City Manager to sign the Right-of-Way/Easement Construction Agreement to allow Mr. & Mrs. Moore to construct the fence.

CITY OF CALLAWAY



RIGHT-OF-WAY/EASMENT CONSTRUCTION AGREEMENT

This agreement is made this 22nd day of March, 2016 by and between the City of Callaway, Florida, a municipal corporation operating under the laws of the State of Florida, and Bobbie B. & Ann B. Moore.

WHEREAS, Bobbie B. & Ann B. Moore (Citizens) wish to construct improvements in the City of Callaway's (City) right-of-way/easement located adjacent to 6318 Boatrace Road, Callaway, FL.

WHEREAS, Bobbie B. & Ann B. Moore plan to make the following improvements: Construct a 4 Ft. chain link fence on a portion of the Easement adjacent to their property that is currently not being used by the City of Callaway. (See Attached Map)

NOW THEREFORE, for and in consideration of the foregoing and based upon the promises and representations of Bobbie B. & Ann B. Moore to the City, the parties agree as follows:

SECTION 1. Indemnification. The City is not liable for the obstructions in the right-of-way. The Citizen agrees to indemnify and hold the City of Callaway harmless against any loss, costs, damages, expenses, claims, actions, or liability, including attorney's fees, for personal injury or property damage occurring as a result of the placement of structures, walls, gates, signs, or vegetation other than grass within the right-of-way.

SECTION 2. Location of Improvements. No structures, walls, gates, signs, or vegetation other than grass will be closer than three (3) feet to the edge of the roadway pavement, except where sidewalks exist. The location and type of improvements included in this agreement are shown on Exhibit 1. The Citizen agrees that only these improvements will be placed in the right-of-way.

SECTION 3. Maintenance of Improvements. The Citizen will bear the cost of removal, replacement, or repair of any damages done to the structures, walls, gates, signs, or vegetation within the right-of-way. The Citizen is responsible for maintaining the structures, walls, gates, signs, or vegetation within the right-of-way.

SECTION 4. Non-Transferability. This agreement is not transferable.

SECTION 5. Termination. The City can terminate this agreement upon written notice to the Citizen. Upon receipt of the notice, the Citizen agrees to remove all structures, walls, gates, signs, or vegetation, other than grass, in the right-of-way within a reasonable amount of time.

CITY OF CALLAWAY

Michael Fuller
City Manager

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

CITIZEN(S)

Bobbie B. Moore

Anne B. Moore

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, who is personally known to me or who has produced _____ as identification.

Signature of Notary

Notary Stamp

 Area of Interest
 Moore Parcel

Proposed Easement



Bill Frye

From: Trevor Noble
Sent: Tuesday, March 08, 2016 12:53 PM
To: Bill Frye
Cc: Michael Fuller; Justin Hodges; Oscar Martinez
Subject: FW: 6318 Boatrace Rd. ROW Use agreement request.
Attachments: 6318 Boatrace Letter to request ROW Use 3-4-16.pdf; 6318 Boatrace Rd. ROW use agreement.pdf

Hello Bill,

We have reviewed Callaway's GIS along with the attached documents as they pertain to the ROW use agreement request submitted by Bobbie Moore. The portion of the subject easement does have a shallow stormwater swale but is absent of any underground utilities. As long as the planned use does not include the swale and/or alter the design/functionality of the swale, Public Works sees no reason to deny the request. Please let me know if additional information is needed for the approval.

Thanks!
Trevor

Trevor Noble

Director of Public Works
T: (850) 871-1033
F: (850) 871-2416
tnoble@cityofcallaway.com

From: Bill Frye
Sent: Friday, March 04, 2016 5:04 PM
To: Trevor Noble
Subject: 6318 Boatrace Rd. ROW Use agreement request.

Trevor,

Please look at this request and make a recommendation.

Thanks,

BILL FRYE

Planning Department
Zoning & Code Enforcement Officer
City of Callaway
6601 E. Highway 22
Callaway, FL 32404
Phone (850)871-4672
Office (850)215-7613
Fax (850)871-2444
Email wfrye@cityofcallaway.com
www.cityofcallaway.com

March 4, 2016

City of Callaway
Code Enforcement
6603 E. Hwy. 22
Callaway, FL 32404

To Whom it May Concern,

We would like to request to have a right of way agreement to use the property adjoining ours at 6318 Boatrace road. The drawing for the requested right away is attached. We have maintained the property for the past 25+ years.

We appreciate your consideration.

Sincerely, *Bobbie Moore*

Bobbie B Moore & Ann B Moore
6318 Boatrace Road
Panama City, FL 32404

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

DATE: MARCH 22, 2016

ITEM: COMP PLAN EVALUATION & APPRAISAL REPORT (EAR) NOTIFICATION LETTER

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)

Local governments are required to regularly review and, if necessary, update their comprehensive plans pursuant to Section 163.3191, Florida Statutes. This process is known as the Evaluation and Appraisal Report (EAR). The City must send a letter to the state land planning agency by April 1, 2016, of its intent. It is recommended that the City notify the state land planning agency that there is no need to undertake the EAR.

Attachment(s):

- Memo from the City Manager
- Letter from Florida DEO

5. REQUESTED MOTION/ACTION:

The City Manager requests guidance from Commission regarding the EAR process.



CITY OF CALLAWAY, FLORIDA
CITY HALL

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

Mayor
Thomas W. Abbott

Commissioners
Melba Covey
Pam Henderson
Bob Pelletier
Ralph L. Hollister

MEMORANDUM

DATE: March 17, 2016

TO: Mayor Tom Abbott
Commissioner Melba Covey
Commissioner Pam Henderson
Commissioner Bob Pelletier
Commissioner Ralph Hollister

FROM: Michael Fuller, AICP, City Manager *MF*

RE: Comprehensive Plan and EAR Notification Letter

At the beginning of FY2016, we anticipated the need to amend and/or update the Callaway Comprehensive Plan (“Comp Plan”). Local governments are required to regularly review and, if necessary, update their plan pursuant to Section 163.3191, Florida Statutes¹. In the past, updates were required once every seven years through the Evaluation and Appraisal Report (EAR) process. The Florida House and Senate passed sweeping legislation known as the Community Planning Act in 2011 which gave local governments more discretion in determining community planning needs. The Act allows a local government to determine whether the need exists to undertake the EAR and subsequently amend its comprehensive plan through state coordinated review². Alternatively, a local government may determine there is no need to undertake the EAR process; amendments can later be made but they would not be subject to state coordinated review³. The City must send a letter to the state land planning agency by April 1, 2016 of its intent.

It is my recommendation that the City notify the state land planning agency that there is no need to undertake the EAR. This would spare the City’s Comp Plan from the rigid state coordinated review process. State coordinated review provides the state land planning agency with an extended amount of time to review, comment, and object to the plan or plan amendments. During the last update to the Comp Plan in 2009/10, the City did undertake the EAR and was subject to an intensive state review. What resulted were some, not all, updates to the Comp Plan that reflect state priorities rather than local interests.

Forgoing the EAR will ultimately provide the City with more flexibility by allowing for expedited state review of proposed plan amendments. It will provide us the time needed to properly engage the

Fire Department
Center
P: 850-871-2100
F: 850-871-2104

Leisure Services
P: 850-871-2100
F: 225-871-2444

Planning / Code
Enforcement
P: 850-871-2444
F: 850-871-2444

Public Works
P: 850-871-2100
F: 850-871-2104

Arts & Conference
P: 850-871-2100
F: 850-871-2104

citizens and to understand their goals and priorities. It will allow the City to draft plan amendments that reflect local needs and not a list of state prescribed policies. Other cities in Florida have opted to not undertake the EAR process for the very same reason. This is an opportunity for city officials and citizens to be creative and to think about the things that make Callaway unique. Some proposed amendments may include the following:

- a) incorporating an Economic Development Element to the Comp Plan (which could also tie in many of the CRA goals into the plan);
- b) making changes to the Transportation Element and Capital Improvement Element that will more accurately reflect city needs;
- c) referencing the asset management plan (once completed) into the Infrastructure Element.

If there is a general consensus regarding EAR notification requirement, I will draft a letter to the state land planning agency. Whether we undertake the EAR/state coordinated review process or amend the Comp Plan through expedited state review, we'll need the assistance of a planning consultant. Last year, the City contracted with four (4) planning consultants from a RFQ to have on file for work like this. The City budgeted approximately \$33,000 in FY16 for this endeavor. We have a couple of consultants with a lot of experience in the evaluation and appraisal and comp plan amendment processes.

NOTES:

¹ Section 163.3191, F.S. provides for the evaluation and appraisal process of the comprehensive plan and to notify the state of its determination.

² Pursuant to Section 163.3184(4), F.S., State Coordinated Review Process, providing for state land planning agency review. Under this process, the agency may make objections, recommendations, and comments regarding whether the plan or plan amendment is in compliance and whether the plan or plan amendment will adversely impact important state resources and facilities.

³ Typically, most comp plan amendment proposed and adopted by the City are done through the expedited state review process pursuant to Section 163.3184(3), F.S. This process limits the review and comments by the state land planning agency.

Rick Scott
GOVERNOR



Cissy Proctor
EXECUTIVE DIRECTOR

February 4, 2016

The Honorable Thomas W. Abbott, Mayor
City of Callaway
6601 East Highway 22
Callaway, Florida 32404

RE: City of Callaway Evaluation and Appraisal Notification Letter Due Date

Dear Mayor Abbott:

As you know each local government in the State of Florida is required to regularly review its comprehensive plan pursuant to Section 163.3191, Florida Statutes (2015). The Department of Economic Opportunity, Bureau of Community Planning created a submittal schedule for the Evaluation and Appraisal Notification Letters which was posted on the Department's website on July 1, 2011.

The purpose of this letter is twofold: first to remind you that your Evaluation and Appraisal Notification Letter is due on **April 1, 2016**; and second, to make you aware of the implications of not timely submitting your notification letter.

The Legislature made three processing changes to Section 163.3191, Florida Statutes, regarding the evaluation and appraisal process. The law eliminated the need to adopt an Evaluation and Appraisal Report. The law requires local governments to evaluate its comprehensive plan to determine if plan amendments are necessary to reflect changes in state requirements and notify the Department by letter to its determination. If local governments determine amendments are necessary to their comprehensive plan, the local government shall prepare and transmit amendments within one year of notification letter. Further, the law provides that a local government will be prohibited from amending its comprehensive plan if it fails to timely submit its notification letter or transmit proposed amendment to update its plan within one year of notification if necessary.

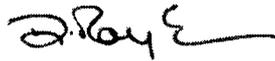
It is important to complete the Evaluation and Appraisal notification process and you are encouraged to comprehensively evaluate and, as necessary, update your comprehensive plan to reflect changes in local conditions. Department staff is available to assist and provide technical guidance to your questions concerning this new process.

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
866.FLA.2345 | 850.245.7105 | 850.921.3223 Fax
www.floridajobs.org | www.twitter.com/FLDEO | www.facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

If you have any questions concerning the processing of the Evaluation and Appraisal Notification Letter or the submittal of proposed Evaluation and Appraisal based amendments, please contact Mr. Ray Eubanks, Plan Review Administrator, at (850) 717-8483 or **Ms. Sherry Spiers** Regional Planning Administrator at (850) 717-8499.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Ray Eubanks". The signature is fluid and cursive, with a long horizontal stroke at the end.

D. Ray Eubanks
Plan Processing Administrator

DRE/me

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

DATE: MARCH 22, 2016

ITEM: LIGHT POLE BANNERS 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

Approximately \$3,000 is budgeted for this item.

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

The City of Callaway has been planning to add banners and/or flags to many of the light poles along some of main city roads. The Leisure Services Department has been researching the size, type, and cost of the proposed banners, to include patriotic/nationalistic displays and holiday/seasonal displays. There are a number of banner displays shown in the attached information that could be used during Veterans Day, Memorial Day, and Independence Day. Many of holiday/seasonal banners are appropriate for Christmas and New Years.

The attached information includes quotes for twenty-four (24) 16"x45" banners (and required hardware) for \$2,808. There is a larger, 30"x60", option for \$4,344. This proposal will be enough to cover nearly all of Cherry Street. Department staff has included the number of banners needed for several other city roads, should the city decide to do more. (Please note that Tyndall Parkway and SR22 are state facilities. Banner display is subject to FDOT approval.)

Attachment(s):

- Additional information, pricing, and display options

5. REQUESTED MOTION/ACTION:

For informational purposes. No action required.



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

Approximate Banners Needed :

Cherry Street from Tyndall Parkway to Star Avenue	27
Beulah Avenue	10
Callaway Park Way – Rec Complex Entrance	13
Total	50

**Fire Department
Center**

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

Leisure Services

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

Planning / Code Enforcement

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

Public Works

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

Arts & Conference

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

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

Tim Legare

From: Kymble Sanderson <ksanderson@displaysales.com>
Sent: Tuesday, February 16, 2016 11:09 AM
To: Tim Legare
Subject: DS - Banner pricing
Attachments: Page 3.pdf; Page 12.pdf

Good afternoon Tim,

Thank you for discussing banners with me. As a reminder, you will want to print page 3 for bracket options and page 12 for holiday banner designs. Please see attached.

Please see below for some pricing estimates for selecting 4 designs on page 12 in either 16"x45" or 30"x60".

Quantity	Item	Unit Price	Line Total
24	16"x45" vinyl banners	\$53.00	\$1,272.00
4	Set-up fees	\$60.00	\$240.00
1	Graphic design fees	Waived if using our exact images	\$0.00
24	45 series brackets <i>(Make sure 27" banding will fit you poles)</i>	\$54.00 (reflects 10% off if ordered before march 31 st)	\$1,296.00

Total = \$2,808.00

Quantity	Item	Unit Price	Line Total
24	30"x60 vinyl banners	\$100.00	\$2,400.00
4	Set-up fees	\$60.00	\$240.00
1	Graphic design fees	Waived if using our exact images	\$0.00
24	98 series brackets <i>(uses 40"bands)</i>	\$71.00 (reflects 10% off if ordered before march 31 st)	\$1,704.00

Total = \$4,344.00

NOTE: Freight is TBD once banners size, banner quantity, and bracket type is selected.



Kymble Sanderson | Display Sales | Sales Specialist
10925 Nesbitt Avenue South, Bloomington, MN 55437

Welcome to our 2013/2014 Catalog



Thanks to all of our customers – old and new – for your continued support.

Cordially,

Jane Heither,
President
Nancy Peterson,
CEO

A family owned business



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BRACKET SYSTEMS

Complete systems to install one banner

HEAVY DUTY BRACKET SYSTEMS \$79.50

98 SERIES system for banners
24"-30" wide x 60"-86" long

Consists of:

- 2 Cast aluminum heavy duty brackets with cantilevered rod holes. Silver color
- 2 Fiberglass rods
Heavy duty rod: 1" x 33"
- 2 Stainless steel safety pins to secure the rod to the bracket
- 2 Tywraps to secure the banner to the bracket
- 6 Stainless steel adjustable bands to secure the bracket casting to the light pole. Choose from 27" or 40" lengths.



Note: 27" rods available for 24" wide banners.

98 SERIES with BLACK CASTINGS \$85.00

For banners;
24"-30" wide x 60"-86" long

Consists of:

- 2 Cast aluminum heavy duty brackets with cantilevered rod holes. Black color
- 2 Fiberglass rods
Heavy duty rod: 1" x 33"
- 2 Stainless steel safety pins to secure the rod to the bracket
- 2 Tywraps to secure the banner to the bracket
- 6 Stainless steel, black powder coated adjustable bands to secure the bracket casting to the light pole.



Note: 27" rods available for 24" wide banners.

New 1" diameter rod for 98 Series



Heavy Duty double system with Band-It™



A successful banner program starts with the proper bracket system

Display Sales has spent twenty-nine years developing and field testing the best banner bracket system available.

No gimmicks, just a simple to install and maintain trouble free banner bracket system.

Installers and Public Works love this system for reliability and ease of installation.

STANDARD BRACKET SYSTEMS \$60.00

45 SERIES system for banners
16"-24" wide x up to 59" long

Consists of:

- 2 Cast aluminum brackets powder coated in black
- 2 Fiberglass rods. 19" long
- 2 Stainless steel safety pins
- 2 Tywraps to secure the banner to the casting
- 4 Stainless steel, black powder coated bands to secure the bracket casting to the pole.



Note: 21" & 27" rods available.

All Bracket Systems come with adjustable banding. For high wind areas or double hung banners, ask about solid Band-It™ pricing options.

"Storm came through, no banners down. The storm was 140 miles long and 60 miles wide. 64,000 without electricity. Not a banner down!"

— Oklahoma Customer

DECORATE FOR SPRING



D154



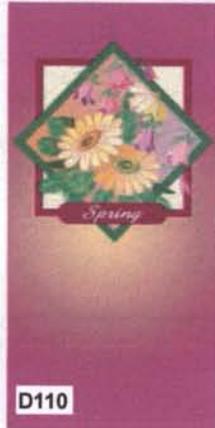
D150



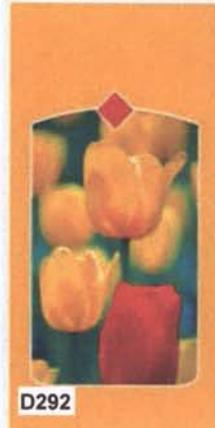
D114



D289



D110



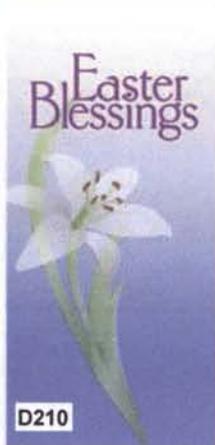
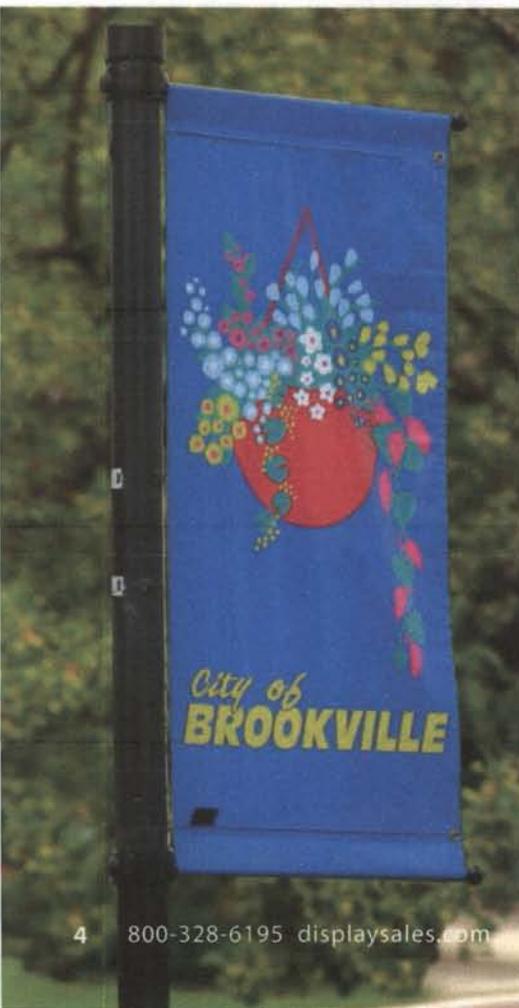
D292



D220



D146



D210



D152



D148



D181



D280



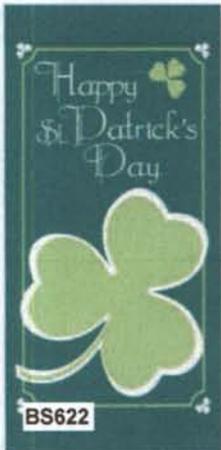
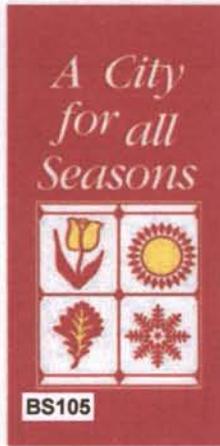
D290

- Digitally imprinted on 2-ply Poly Canvas or 13 oz. vinyl fabric
- Unlimited ink colors!
- Full bleed designs
- Use graphic art designs or photographs
- Approximately 15 working days for production AFTER proof approval



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SCREEN PRINT DESIGNS SPRING



- Traditional silk screen process on 100% acrylic fabric
- 1 to 3 ink colors best
- 9 fabric colors
- No full bleed
- Approximately 21 working days for production AFTER proof approval.

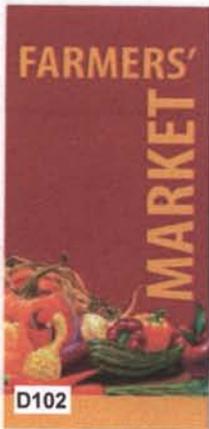


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DECORATE FOR SUMMER



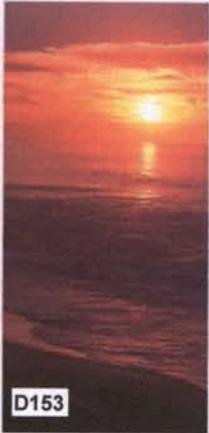
D109



D102



D221



D153



D213



D111



D293



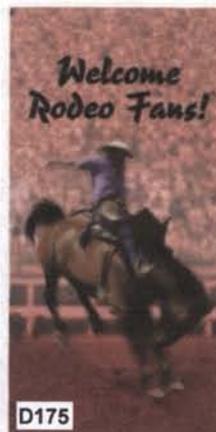
D212



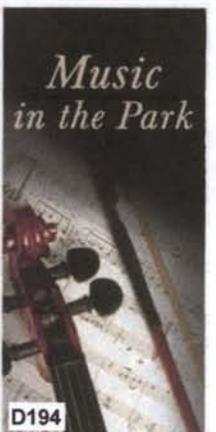
D224



D174



D175



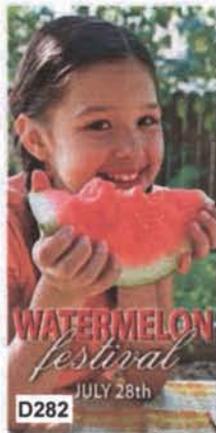
D194



D183



D185



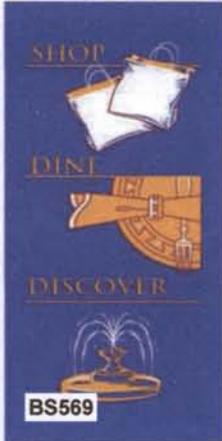
D282

Summer time banners are great to draw attention to the special attractions and activities you have to offer.

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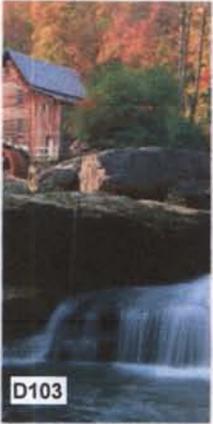
For pricing and description, see page 15.

SCREEN PRINT DESIGNS SUMMER



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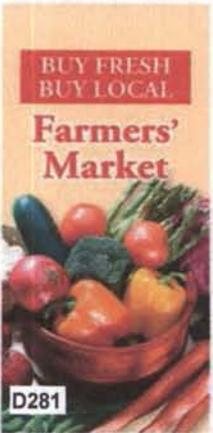
DECORATE FOR AUTUMN



D103



D291



D281



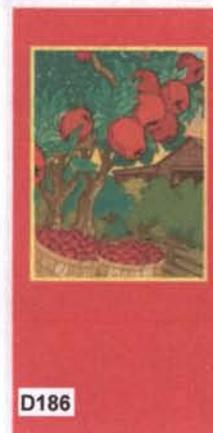
D159



D160



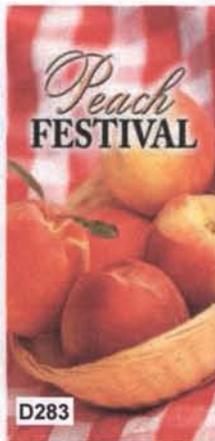
D116



D186



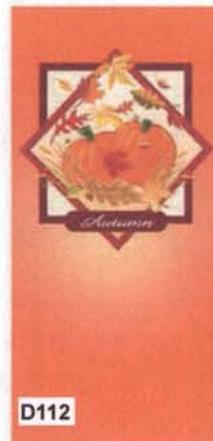
D157



D283



D286



D112



D242



D155



D285

Autumn - themed banners are often the last season to be purchased. However, the impact customers found is tremendous.

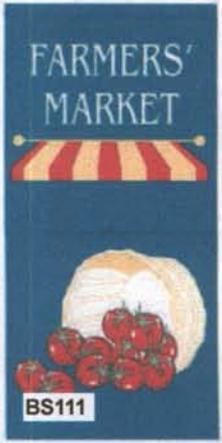
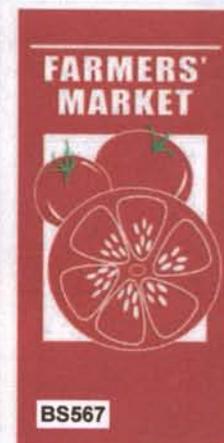
"Our fall banner program was a big success. These banners were the last thing we needed to make our apple harvest season even a greater success than our past 2-years. Thanks"

-WI customer



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SCREEN PRINT DESIGNS AUTUMN



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DECORATE FOR WINTER



D118



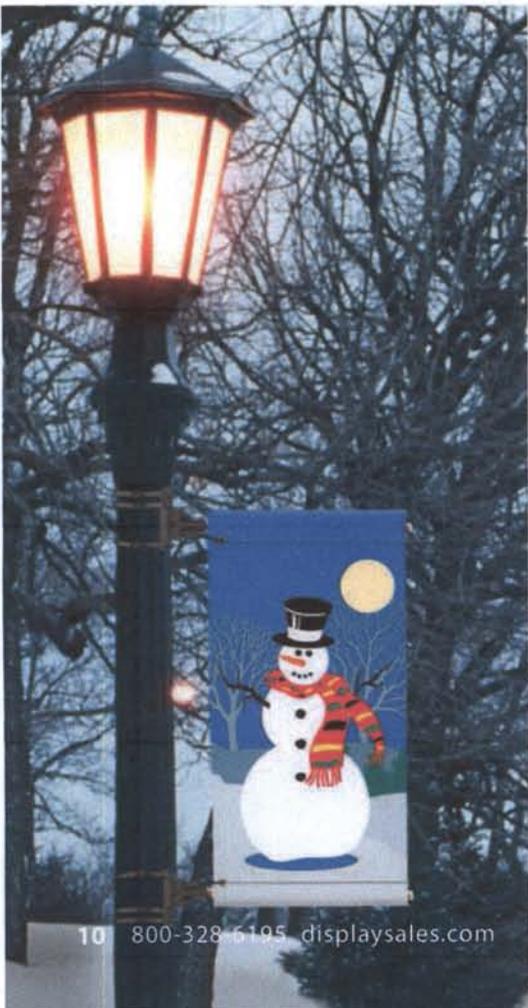
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D120



D113



D123



D117

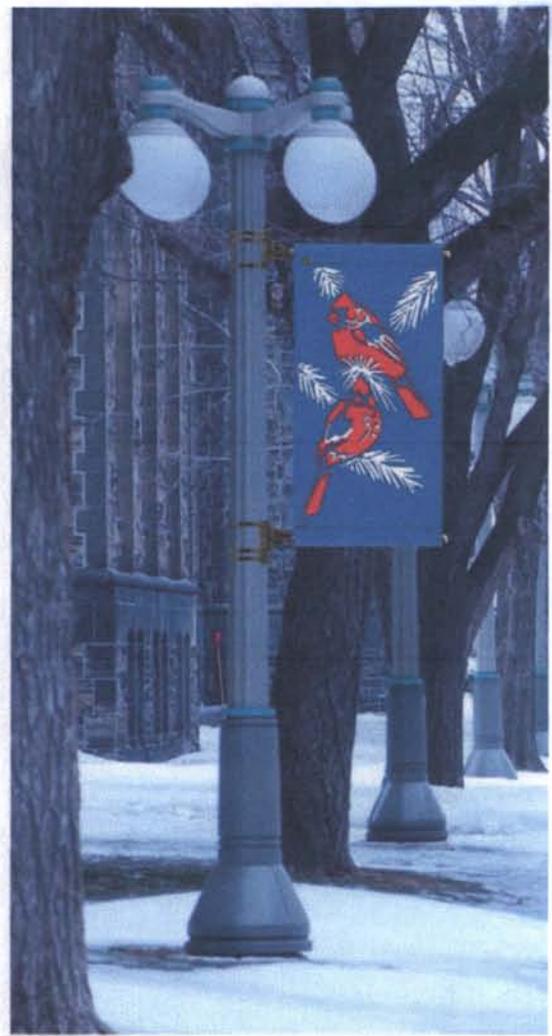


Welcome visitors to your area for winter activities and fun in the snow or on the beach.



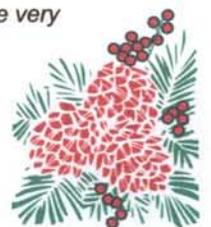
For pricing and description, see page 15.

SCREEN PRINT DESIGNS WINTER



WHOO-HOOOOO! Banners arrived this am and are BEAUTIFUL!!! I took one to my chamber of commerce meeting and they all loved it! Thank you so much—you were very easy to work with!!!

— Shaaron K



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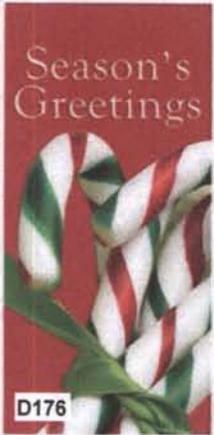
DECORATE FOR THE HOLIDAY



D254



D195



D176



D287



D259



D124



D131



D144

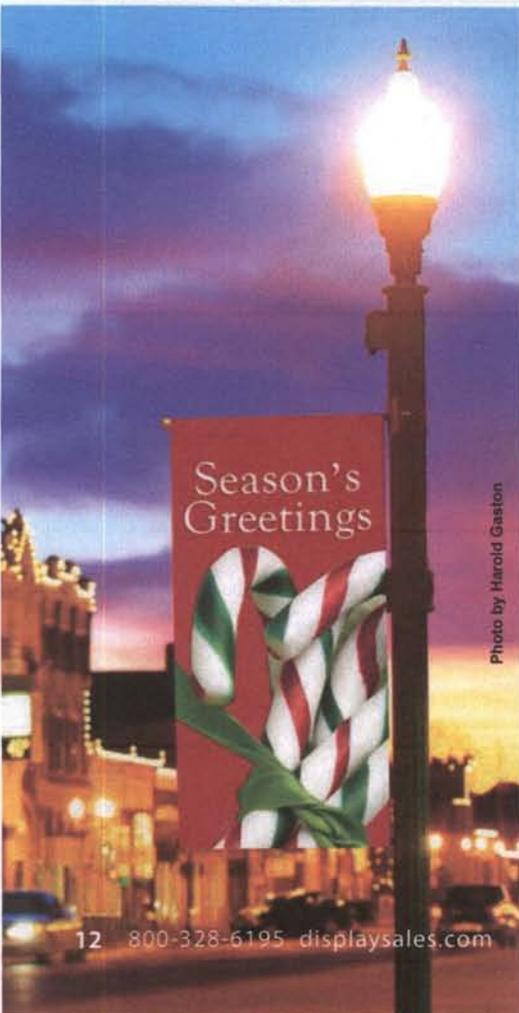


Photo by Harold Gaston



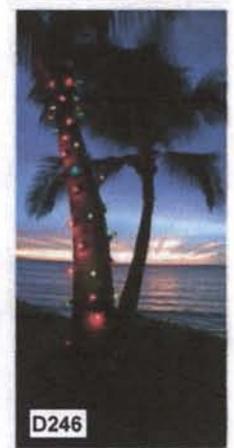
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D246



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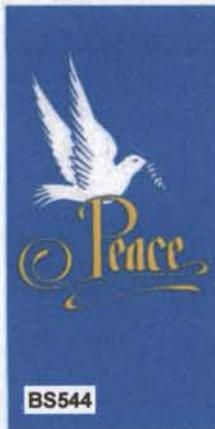
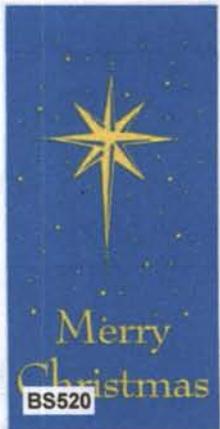
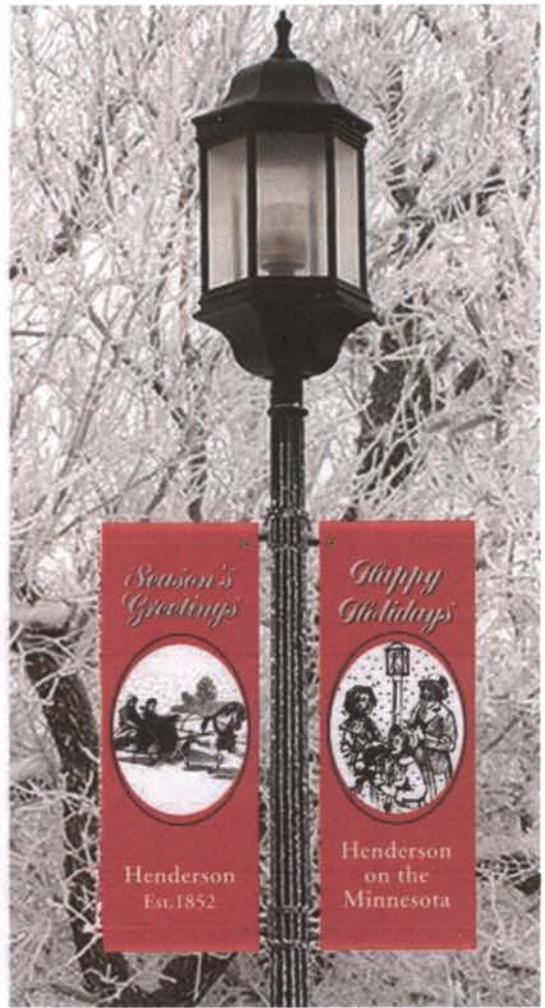
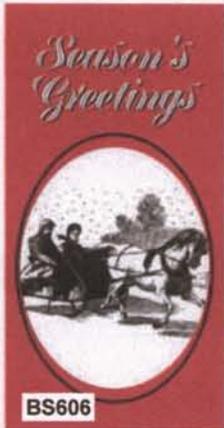
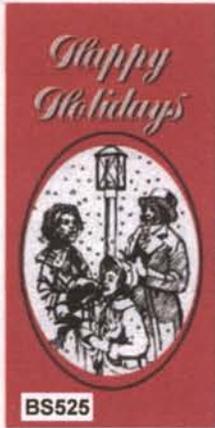
D196



D178

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SCREEN PRINT DESIGNS HOLIDAY



(c) 2013 Display Sales. All rights reserved. 1 800-328-6195

BEST BUY

BEST BUY

OUR MOST POPULAR SCREENED DESIGNS manufactured to our highest standards using our Weatherguard, 100% acrylic fabric. Priced very nicely to reflect savings from quantity manufacturing. Seasonal designs are ready for quick shipping. Truly, your best buy.

Welcome residents and visitors to your business district, academic or corporate campus - year' round.



Size	one ink (a)	two ink (b)
16" x 45"	\$55	\$65
30" x 60"	\$78	\$88
30" x 80"	\$88	\$96

Add your name to a BEST BUY banner for a custom look. Minimum 5 banners.

Personalization set up \$75. Plus per banner imprint cost of \$14.

Note: Some designs have no space for personalization on a 30" x 60" banner.



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PRICING

SCREEN PRINT DESIGNS Include FREE one-color individual personalization, No set-up fees, No design fees. Minimum quantity 6 of 1 design.

WEATHERGUARD™ BANNERS 9.6 oz. material, 100% solution dyed acrylic.

Nine colors from which to choose, single ply construction, double lined rod sleeve, and imprinted on both sides of banner material.

See pages 5, 7, 9, 11, 13

READY TO SCREEN DESIGNS PRICING

Size	# Inks	6-9	10-14	15-21	22-32
18" x 36"	1 ink	\$110	\$83	\$70	\$62
	2 ink	\$125	\$96	\$85	\$72
16" x 45"	1 ink	\$106	\$83	\$70	\$62
	2 ink	\$124	\$98	\$83	\$75
24" x 48"	1 ink	\$131	\$105	\$93	\$84
	2 ink	\$155	\$127	\$113	\$99
30" x 60"	1 ink	\$133	\$110	\$98	\$89
	2 ink	\$155	\$131	\$116	\$103
30" x 80"	1 ink	\$142	\$120	\$109	\$98
	2 ink	\$168	\$142	\$125	\$113

Designs cannot be combined for quantity pricing. Call for pricing on larger quantities. Pricing subject to change.

Custom designs will have setup and art fees.



DIGITAL DESIGNS All of the digital banner designs may be used on either Vinyl or Polyester Canvas material.

CUSTOM VINYL BANNERS 13 ounce-two ply construction, unlimited UV ink color, Set-up fee \$60 per design, graphic art charges may apply, most designs in catalog are 30" x 60" layout.

Call for pricing on other quantities, custom sizes or poly canvas fabric.

See digital designs on pages 4, 6, 8, 10, 12.

DIGITAL VINYL PRICING

Size	7-12	13-24	25-36
16" x 45"	\$64 ea.	\$56 ea.	\$49 ea.
18" x 36"	\$60 ea.	\$53 ea.	\$46 ea.
24" x 48"	\$100 ea.	\$85 ea.	\$75 ea.
30" x 60"	\$113 ea.	\$103 ea.	\$95 ea.
30" x 80"	\$140 ea.	\$126 ea.	\$118 ea.

PRICING

Customize your design choice.

It's as easy as . . .

1. SELECT your design (pgs. 5,7,9,11 & 13)
2. SELECT your fabric color
3. SELECT your ink colors
4. Add your name

Enjoy your customized banners.

Weatherguard fabric colors available.

100% solution dyed acrylic fabrics provide strength and color quality you can trust.



These samples are scanned from fabric swatches. Actual colors may vary slightly due to the limitations of the printing inks.

GRAPHIC ART SERVICES

Please contact the Graphics Department for electronic template files, art requirements and for FTP information to send larger files at 1-800-328-6195. Additional art charges may be applied.

Rate: Art is \$75 per hour based on actual time spent.



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

DATE: MARCH 22, 2016

ITEM: UTILITY BILLING CUSTOMER SERVICE

1. PLACED ON AGENDA BY:
MELBA COVEY, COMMISSIONER, WARD 1

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)

DISCUSSION OF CUSTOMER SERVICE AND COMPLAINTS FROM CITIZENS.

ATTACHMENT:

5. REQUESTED MOTION/ACTION:

Discussion and/or Commission Direction to Staff.