



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
Bob Pelletier

Commissioners
Melba Covey
Pam Henderson
Ron Fairbanks
Joe Townsend

REGULAR MEETING

CITY OF CALLAWAY BOARD OF COMMISSIONERS
TUESDAY, JUNE 28, 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

PRESENTATIONS / PROCLAMATIONS

- **Presentation** Employee of the Month Justin Hodges
- **Presentation** 30 Year Service Plaque Daniel N. Schroeder
- **Presentation** Yard of the Month Ms. Pat Wesolowski
- **Presentation** Audit for FY2015
- **Presentation** Code Enforcement Board Tony Mullinax, Chairman
- **Presentation** Bay County Sheriff's Office Lt. Michael Branning

MAYOR'S COMMENTS

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.

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

- **May 5, 2016** Special Meeting
- **May 23, 2016** Special Workshop
- **May 23, 2016** Regular Workshop
- **May 24, 2016** Regular Meeting

CONSENT AGENDA

- Item # 1 Financial Update** – “Budget-in-Brief” – City Manager
- Item # 2 Budget Transfer** – Leisure Services – City Manager
- Item # 3 Budget Transfer** – Multiple Departments – City Manager
- Item # 4 Surplus** – Office Printers – City Manager & City Clerk
- Item # 5 Personnel Policy Change** – Annual Leave – City Manager & City Clerk

Item # 6 Local Agency Program (LAP) Agreement – City Manager

Item # 7 Property & Casualty Insurance RFP – Approval to issue RFP – City Manager

PUBLIC HEARING(S)

Item # 8 Ord. No. 968 Garbage Placement – City Manager

REGULAR AGENDA

Item # 9 Ord. No. 967 Prohibiting Vehicles on Lawns – City Manager

Item #10 Ord. No. 969 Fair Housing Code – City Manager

Item #11 Res. No. 16-14 Utility Billing Manual Update – City Manager

Item #12 Res. No. 16-16 Regions Banking Signatures – Mayor Pelletier

Item #13 Res. No. 16-17 Hancock Banking Signatures – Mayor Pelletier

Item #14 Res. No. 16-18 SunTrust Banking Signatures – Mayor Pelletier

Item #15 Res. No. 16-19 Florida Prime Investing Signatures – Mayor Pelletier

Item #16 Telecommunication Services RFP CM2016-04 - Award of RFP

Item #17 Advisory Board Appointments – Audit Committee – City Manager & City Clerk

Item #18 Solid Waste – Mandatory for all Households – Mayor Pelletier

Item #19 Sewer System Study – City Manager & Director of Public Works

COMMISSION COMMENTS

ANNOUNCEMENTS

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

- July 4, 2016 City Offices Closed for Independence Day
- July 25, 2016 6:00 P.M. Regular Workshop
- July 26, 2016 6:00 P.M. Regular Meeting
- July 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

May 2016

Presented to

Justin Hodges

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

Mayor

[Signature]

City Manager

CITY OF CALLAWAY

Certificate of Recognition

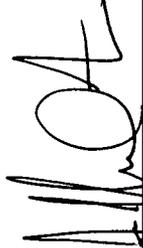
The City Commission for the City of Callaway, Florida, recognizes and honors the named recipient for improvements and beautification to their property located within the City.

Ms. Pat Mesolowski

1425 TINA AVENUE

PRESENTED THIS 28TH DAY OF JUNE, 2016

MAYOR



CITY MANAGER

**CITY OF CALLAWAY
BOARD OF COMMISSIONERS
SPECIAL MEETING MINUTES
MAY 5, 2016 – 6:00 P.M.**

The Callaway Commission met in workshop session with Mayor Bob Pelletier, Mayor Pro tem Pam Henderson, and Commissioners Melba Covey, Ron Fairbanks and Joe Townsend in attendance. Also present was J. Michael Fuller, City Manager; Amy Myers, City Attorney; Janice L. Peters, City Clerk; Beverly Waldrip, Finance Director; Tim Legare, Leisure Services Director; Bill Frye, Zoning & Code Enforcement Officer; David Joyner, Fire Chief; and Oscar Martinez, Public Works Director.

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

At the request of Mayor Pelletier, and the consensus of Commission, Item #1 was moved to the last item.

Credit Card Convenience Fee

City Manager Fuller reviewed the item, advising that citizens making on-line payments pay a convenience fee of \$4.00. Fees collected are less than the City's cost to provide the service. He presented Commission with two scenarios:

- All customers, including Walk-in customers, would pay the \$4.00 to pay with a credit card
- Increase on-line credit card payment convenience fees to \$5.70

He advised staff could also shop around for vendors with reduced fees. Mayor Pelletier asked what the costs are currently.

Finance Director Waldrip advised the city pays the following fees:

- Bluefin Credit Card Merchant – Percentages based upon credit card used.
- Springbrook - \$1 per credit card transaction.
- Springbrook – Maintenance Fee of .50 per month per account.

She felt that if we went with another vendor some of those costs related to Springbrook software could be eliminated. An independent processor of the credit cards would just keep the fee for usage. She estimated it is costing the City \$20,000 per year to offer payment by credit card to customers and stated that walk-in customers paying the fee to use their credit card for payment would balance out costs to the City.

Commissioner Henderson felt the fee should be the same whether paying online or in person with the credit card.

Finance Director Waldrip indicated the current agreement will expire in September and staff will research other options.

Commissioner Fairbanks stated he uses autopay through his bank. Finance Director Waldrip noted Springbrook still charges the City \$1.00 for processing but it is cheaper for the citizen. She explained collection of the fees, advising the process could be set up for the credit card processor to collect those fees directly and the City would not have any additional fees to pay. The maintenance and extra \$1.00 being charged by Springbrook would go away. Commissioner Townsend was in favor of this process.

Motion:

Motion was made by Commissioner Covey and seconded by Commissioner Henderson for staff to seek out a vendor to collect administrative fees as described by Finance Director Waldrip. In the interim, walk-ins paying by credit card will pay the \$4.00 administrative fee along with the online credit card payments. Motion carried unanimously upon roll-call vote.

Telecommunication Services Request for Proposals

City Manager Fuller advised that only one Proposal had been received, which was improperly sealed and did not include all required documents. He requested Commission reject the bid and approve reissuance of the Proposal.

Motion:

Motion was made by Commissioner Covey and seconded by Commissioner Henderson to reject the single vendor and for staff to re-issue the RFP. Motion carried unanimously.

City Hall & Lobby Renovations – Review of Proposed Design

City Manager Fuller reviewed the proposed design. Changes to the design was discussed, such as an overlap of the counter for writing purposes and adding a ticket station. The office currently utilized by Winnie would be turned into a small conference room be utilized for conferring with customers that need extra consultation.

Regarding the exterior there will be a partially covered canopy area, which will incorporate stucco and tile materials. Commissioner Covey recommended getting closed signs for windows.

Commission was in consensus of the design as discussed. City Manager Fuller will meet with the architect to make the changes and bring back to Commission for the final approval, hopefully within a month.

Ordinance No. 950 – Discussion of Code Enforcement/Board Processes

Regarding the discussion of Code Enforcement, Mayor Pelletier indicated it is the only board that makes decisions without coming to Commission for approval. Commission cannot influence procedures of the Board. If they want to take the recommendations of Commission into consideration they can but are not required to do so.

Attorney Myers advised Commission, procedurally, cannot speak of any specific property or influence the board in any way. Mayor Pelletier felt the Code Enforcement Board as is current, should be kept in place, with direction from Commission and discussion of current Code Enforcement staff, of which only one was in attendance. City Manager Fuller advised the other staff member is hourly and there is a representative of the department in attendance.

Tony Mullinax, Code Enforcement Board Chairman introduced the board members present; Steve Paros, Pat Martina and Jean Champoux. City Clerk Peters advised Mr. Roger Weum had resigned the board.

Mayor Pelletier reminded all that all meetings of the City are being live streamed and are available thereafter on demand. Commissioner Covey recommended new Commissioners review past Commission meetings.

City Clerk Peters played a portion of the April Code Enforcement Board meeting for discussion. Commissioner Covey, referencing the violation of vehicles parking on the right-of-way, agreed with the defendant that a whole grid should be worked for like violations. She felt Code Enforcement Officer's should use caution in advising citizens that as long as something cannot be seen, as in being concealed under a tarp or temporary structure, it would not be a problem.

Commissioner Covey also felt that in circumstances of recurring violations the property owner should immediately be fined as they've previously went through the procedure of have so many days to correct the violation before being fined. Regarding due process, she didn't feel it should be tied to receiving the registered mail green card signed.

Referencing different cases at the April meeting, Commissioner Covey felt the Code Enforcement Board should not take into consideration whether a citizen in violation has the money or health to correct those violations. Regarding the mobile home skirting issue, she thought letters went out to mobile home owners when the ordinance was adopted in 2014.

Mayor Pelletier asked the City Attorney to clarify due process regarding the one case wherein the property owner was present at the Code Enforcement meeting but was not heard citing due process not being served. Attorney Myers advised the law does not require proof that the homeowner received the notice. If there is proof that the notice was sent that is sufficient, whether or not they signed for it or the card was returned. If the defendant is present they obviously received notice.

Lastly, Commissioner Covey inquired about the ability of a family member to act on behalf of the property owner, which was explained by the Attorney, indicating the Board can make the call to negotiate with a representative of the owner, as well as the ability to subpoena the owner or witnesses. Commissioner Covey was not in favor of drawing on cases because of personal issues. The issue of expediting the signing of orders and specifying that

calendar days should be used in figuring deadlines for correction of violations was also clarified.

Attorney Myers advised, regarding repeat violations, the Code Enforcement staff has the option to expedite the Notice to Appear procedure without allowing time for compliance. Mayor Pelletier felt this would streamline the process.

Commission watched a brief clip of the McCallister case heard at the last Code Enforcement Board meeting. Mayor Pelletier, stated a defendant should never be allowed to approach the board and has spoken with Lt. Branning regarding coverage for said meetings. Mayor Pelletier felt the hearing should have been terminated. He advised that items to be presented as evidence at any meeting should be given to the City Clerk prior to the beginning of the meeting. Attorney Myers advised that in cases such as these, the board should take a brief recess in order for everyone to cool down and advised against making any ruling without the defendant being present. The meeting can also be continued to the next month.

Tony Mullinax, Code Enforcement Board Chairman, advised he will handle those situations differently in the future. He also stated he appreciates the opportunity to serve.

Commissioner Covey reiterated that an additional Code Enforcement Officer was hired and they don't need to be making excuses to citizens as to why other violations are not being processed. She again recommended each of them work in zones to address similar violations. City Manager Fuller advised the defendant is not being singled out. Vehicle parking is one of those incidents that after 5:00 pm people are more inclined to illegally park. He has met with Lt. Branning who will have the officers look for violations of illegal parking as well.

Regarding the zone map, City Manager Fuller advised Code Enforcement has those maps, which Code Enforcement utilized as much as possible. The maps were brought in for Commission to view.

Code Enforcement Board Member Steve Paros advised that within the city limits are unincorporated areas, which the Code Enforcement Officer cannot address. He advised he has called the County many times for violations and have gotten no response, which was discussed, along with issue of garbage and the length of time it is on the street.

Mayor Pelletier, regarding the Ordinance for mobile home skirting, had inquired of whether a letter had went out to those citizens affected. City Clerk Peters advised she was unable to find reference of Commission direction in the minutes, but Code Enforcement would have mailed them. City Manager Fuller advised that over the course of the last two years, the notice was published in the paper and newsletter. Mayor Pelletier was concerned with the ruling of the Code Enforcement Board giving an extension on the matter, but felt more care should have been taken ahead of time to ensure citizens know.

Board Chairman Mullinax advised his ultimate goal is to see this city cleaned up. The issue of the extension of the mobile home skirting issue was discussed.

Mayor Pelletier advised his main concern is time frames, which is left to the Code Enforcement Board, as well as follow up. Commissioner Covey noted that Code Enforcement Officer Frye seems to be working on time limits. City Manager Fuller advised the statute actually gives the homeowner a reasonable amount of time to correct the violations and it is not a "one size fits all" process. Discretion is left to the Code Enforcement Board.

Commissioner Townsend referenced reasonable time to comply. City Manager was directed to bring back information on timelines as well as height of grass for discussion.

Commissioner Covey brought up the subject of renters versus owners being noticed for violations. Attorney Myers advised both are interested parties, with the owners having ultimate responsibility for the violations. Notices would go to both.

Mayor Pelletier felt that instead of violations being complaint driven, the time has come for Code Enforcement Officer's to be proactive in writing violations as they are seen via when driving around. Commissioner Covey felt a monthly report from Code Enforcement with violations written and status of current cases is in order. City Manager Fuller will make it a part of monthly reports to Commission.

Commissioner Covey advised she was on the original Code Enforcement Board and she made copies of the Code Enforcement Book as distributed by former City Manager Collins. City Manager Fuller indicated that the Code Enforcement Book as distributed by former City Manager Collins was never presented to Commission for approval. Mr. Collins put that book together but changes he made were not adopted. City Manager Fuller advised Ordinances 928, 950 and the current Code Enforcement Standard Operating Procedures were distributed to Commission, as approved on March 24, 2015. It was pointed out that the Standard Operating Procedures for Code Enforcement are Ordinance driven.

Mayor Pelletier asked the City Manager to look at what was discussed tonight and bring it back to Commission for discussion of changes to the Code Enforcement process.

Code Enforcement Officer Frye gave an overview of the four zones which are labeled for Monday – Thursday. Fridays are used for cleanup and wrap up for the end of the week. As they have time between complaint-driven violations they are proactive in patrolling the zone for that day. The second map showed places they have covered since around October, which showed clustering in areas because of review for violations in the area being worked. There was also documentation of the main corridors being visited.

Commissioner Covey asked why the two Code Enforcement Officer's would visit the same violation at the same time. City Manager Fuller advised they do in the case of difficult or larger violations. Commissioner Covey recommended calling for backup by law

enforcement if they feel they are in danger. New verbiage will be considered for the Code Enforcement SOP.

Commissioner Covey asked that Code Enforcement Officer's wear shirts with the City of Callaway logo, as well as carry identification. City Manager Fuller advised the budget for uniforms was removed but that item will be funded in the next budget.

ADJOURNMENT

There being no further business, the meeting was adjourned at 8:00 p.m.

Janice L. Peters, MMC, City Clerk

Attest: _____
Mayor

**CITY OF CALLAWAY
BOARD OF COMMISSIONERS
SPECIAL WORKSHOP MINUTES
MAY 23, 2016 – 4:00 P.M.**

The Callaway Commission met in workshop session with Mayor Bob Pelletier, Mayor Pro tem Pam Henderson, and Commissioners Melba Covey, Ron Fairbanks and Joe Townsend in attendance. Also present was J. Michael Fuller, City Manager; Janice L. Peters, City Clerk and Tim Legare, Leisure Services Director. Commissioner Fairbanks was not in attendance.

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

Comprehensive Plan

City Manager Fuller advised there is a lot of information in the Comp Plan. He reviewed the purpose of community planning and why the City has a comprehensive plan. This included the history of land use planning in the State of Florida, the 2011 Community Planning Act, which was the last major legislation that made significant changes to the process.

He proceeded to review the City's plan and elements, as well as how it relates to economic development and changes that may benefit the City, as documented in the attached PowerPoint (Attachment A), as follows:

Community Planning

- What is community planning and why does the City need a comprehensive plan?

History of Planning in Florida

- The 1928 Zoning Enabling Act
- The 1972-73 State & Regional Comprehensive Planning Acts
- The 1975 Local Government Comprehensive Planning Act, which are different for each municipality.
- The 1985 Local Government Comprehensive Planning and Land Development Regulation Act.
- The 2005 Growth Management Legislation

2011 Community Planning Act

- Change
- Economy
- Local Government
- Planning Tools

The City's Comprehensive Plan

- Ten (10) Elements containing goals, objective, and policies.
 - Future Land Use
 - Transportation
 - Housing
 - Recreation and Open Space
 - Infrastructure

- Conservation
 - Coastal Management
 - Intergovernmental Coordination
 - Capital Improvements
 - Public School Facilities
- Future Land Use Map Series

Future Land Use Element

- Policy 1.2 Residential
- Policy 1.3 Non-Residential
- Policy 1.4 Land Development Regulation – Buffering & Historically Significant Properties
- Policy 1.5 Standards for Commercial Development

Transportation Element

- Transportation System
- Level of Service Standards

City Manager Fuller reviewed peak hour levels of service, as well as arterial and collector roads. The only segment of roadway in the City of Callaway which was in danger of not achieving the level of service needed was the segment of Highway 22 between Tyndall Parkway and Berthe. Plans are in the works to four-lane the highway, but recent improvements to intersections and the installation of sidewalks will help with capacity.

Housing Element

- Objective 1 Ensure Housing Needs Are Met – Present & Future
 - Policy 1.1 Provide Information, Technical Assistance, Involvement & Coordination
 - Policy 1.2 Regulatory and Permitting Processes
 - Policy 1.3 Land Use Designations for Multi-Family Housing Structures
 - Policy 1.4 Multi-family Residential Land Use Districts

Recreation and Open Space element

- Objective 1 Ensure Public Access
 - Policy 1.3 Maintain Existing Recreation Access to Beaches
 - Policy 1.4 Designated Public Recreational Facilities
 - Policy 1.3 Land Use Designations for Multi-Family Housing Structures
- Objective 2 Coordinate Public & private Resources
 - Policy 2.2 Establish Recreation Advisory Committee
 - Policy 4.1 Level of Service Standards to be Maintained

Commissioner Covey advised there is a residential park (Brittany Woods) and asked how the City got into maintaining that park. City Manager Fuller thought that section of land was divided off and given to the City by the Developer. Improvements to the park were discussed.

Infrastructure Element

Comprised of Four Sub-Elements

- Sanitary Sewer
 - Policy 1.1 The level of service for wastewater treatment is 80 gallons per capita per day
 - Policy 1.2 Development and implementation of an expansion program when actual and committed flow is at 90%
- Solid Waste Sub-element
 - Policy 2.1 Level of service capacity for solid waste disposal is 5.5 pounds per capita per day
 - Policy 2.2 Intergovernmental coordination with Bay County for disposal through their incinerator and Steelfield Landfill. Tipping fees and trucks were discussed.
- Drainage Sub-element
 - Policy 2.1 Stormwater facilities to accommodate the 25-year 24-hour design
 - Policy 2.2 No approvals of new development that does not comply with the adopted level of service
- Potable Water Sub-element
 - Policy 1.1 Level of service: 120 gallons per capita per day
 - Policy 1.2 Proposed upgrades to the system that promotes growth in accordance with the Future Land Use Element

Conservation Element Objectives & Policies

- To establish and maintain procedures that protect and preserve the natural resources of the area
- Objective 1 Protect & Conserve Natural Resources
- Objective 2 Maintain Quality and Quantity of Water Sources
 - Policy 2.1 Support Bay County Efforts to Protect & Conserve Deer Point Lake
 - Policy 2.3 Coordinate with NFWMD a 10-Year Water Facilities Work Plan
 - Policy 3.4 Protection of Water Quality of Water Bodies within the City
- Objective 4 Maintain Standard to Protect Native Vegetation
 - Policy 4.1 Types & Sizes, Removal/Replacement, Construction Practices
 - Policy 7.5 Uses & Activities Allowed in the Wetland & Shoreline Protection Zones

Coastal Management Element

- Protect, Conserve & Restore Coastal Area Resources and Plan for Development Activities
- Objective 1.2 Restrict Dredge & Fill Activities
- Objective 1.3 Reduce Discharge of Untreated Stormwater
- Objective 1.6 Adopt Criteria for Permitting of Shoreline Land Uses
 - Policy 1.6.1 Priority for Siting of Shoreline Land Uses
 - Policy 1.6.2 Water-Dependent Commercial/Industrial Uses Prioritized
- Objective 2.2 Identify Coastal High Hazard Area
 - Policy 2.2.1 Elevation of Coastal High Hazard Areas

Intergovernmental Coordination Element

- Coordinate with the municipalities, Bay County, School District and other appropriate Governmental Agencies to promote Efficient and Effective Delivery of Services & Facilities
 - Policy 1.1.5 Discuss Long-range Plans with FDOT and MPO

- Objective 1.2 Discussion of Proposed Area-wide Development Activities
 - Policy 1.2.1 Use of Memorandum of Agreement
- Objective 1.3 Coordination with Bay County School Board – Facility Siting Plans
 - Policy 1.4.2 Coordination of Transportation Facilities
- Objective 1.6 Conflict Resolution
- Objective 1.8 Coordination with Tyndall Air Force Base on Land Use Decisions

Capital Improvements Element

- Goal – Functional Relationship Between Plan and Annual Budget
 - Policy 3.1.1 Five-Year Capital Improvements Schedule for Roads, Sanitary Sewer, Potable Water, Drainage, Solid Waste, and Recreation. Ten-Year Capital Improvements Schedule for Roads

City Manager Fuller felt this area to need the most improvement. Mayor Pelletier indicated funding is way behind, especially for roads.

Public Schools Facilities Element

City Manager Fuller advised this is the newest element of the Comp Plan. Since the adoption of the 2011 Community Planning Act, public school concurrency is optional and a lot of this language is no longer applicable. The City of Callaway's public school capacity is in good shape at this time.

- Objective 1.1 Implement & Maintain Mechanisms Designed to Closely Coordinate with the School Board for Consistency
 - Policy 1.1.1 Manage Timing of New Development to Coordinate with Adequate School Capacity.
- Objective 1.4 Save Ways to School
 - Policy 1.4.1 Schools to Provide Bicycle and Pedestrian Access.
- Objective 1.5 Encourage Sustainable Design & Development for Educational Facilities

Future Land Use Map Series

City Manager Fuller briefly reviewed the FLUM Series.

Comprehensive Plan and Economic Development

City Manager Fuller referenced the EAR process, which was declined. He advised the City will have more flexibility and time to make the changes it sees fit without being subject to the stringent state review. He would like Commission to consider adding an Economic Development Element, which spells out things the City can do to attract and retain businesses, promote business and economic development, and in general, approve the quality of life.

Commissioner Covey advised a consultant had been brought in to put together an economic development plan. City Manager Fuller advised it is 10-12 years old and is very general.

City Manager Fuller reviewed cities that do have Economic Development Elements that have been adopted into comprehensive plans by Florida Communities, which included Port St. Joe. He will acquire a copy and provide to Commission.

Other Updates & Changes

City Manager Fuller agreed that there are a lot of policies listed in the Comp Plan that are outdated, with the last update being in 2010.

Commissioner Covey felt the Comp Plan to be full of stuff that has not been done and is outdated, needing a lot of work.

Mayor Pelletier advised the Planning Board is active and their resources should be used. City Manager Fuller thought it would be a good start and will discuss.

City Manager Fuller advised the city set aside \$30,000 to help go through the EAR process but he does not want to utilize a consultant.

Commissioner Covey referenced page 25, policy 5.4, which states, "Waterways are included within the sites that should be addressed within the City's Recreation and Open Space Plans." She pointed out that it references Lannie Rowe Lake and Bert Fox Pond, which are privately owned lakes. She was also concerned with the reference to establishing a maintenance reimbursement program.

City Manager Fuller noted that the objective of a Comp Plan uses general terms.

Commissioner Covey stated she had asked for identification of all the City's holding ponds and stormwater drainage ditches. She felt all these should have already been identified and should be made a part of the plan. Commissioner Henderson thought some of City's stormwater runs through those privately owned waterways.

City Manager Fuller agreed, stating that policies should be substantiated with data. He will take up discussions with the Planning Board to formulate a plan for review and workshops.

PUBLIC PARTICIPATION

John Malone, 707 Plantation Circle, referenced the date and prior staff listed. He advised there are 14 pages of the Florida Legislation advising City's on how to prepare optional elements of their Comp Plans, as well as studies and surveys. He also referenced the 2013 CRA TIF revenues allocated to engineering design and permitting for stormwater drainage system on N. Kimbrell Avenue, as well as Statute 403 regarding levying citizens.

David Griggs, 7111 Wynona, advised Commission to do their homework on the housing element, which will tie into Codes and is almost the key to expansion in the City over the last 10-years. The FLUM is the service area map and the City is responsible for water and sewer and other services in those areas. The key to economic development is public lands available for development. He recommended the City look into purchasing lands for that purpose.

Commissioner Covey reviewed fees and costs associated with annexations.

ADJOURNMENT

There being no further business, the meeting was adjourned at 5:45 p.m.

Janice L. Peters, MMC, City Clerk

Attest: _____
Mayor

DRAFT

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

The Callaway Commission met in workshop session with Mayor Bob Pelletier, Mayor Pro tem Pam Henderson, and Commissioners Melba Covey, Ron Fairbanks and Joe Townsend 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; and Oscar Martinez, Public Works Director.

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

Mayor Pelletier allowed for administrative announcements. City Attorney Obos will hold a presentation on Sunshine, Public Records and Ethics. Commission consensus was to hold the presentation at the end of the regular meeting.

CONSENT AGENDA

Financial Update – “Budget-in-Brief”

City Manager Fuller reviewed the budget status through April. Overtime and the Personnel Manual was referenced.

Advisory Board Appointment

No Discussion.

Traffic Signal Maintenance Compensation for FY2017

City Manager Fuller reviewed and will add a link to the website for referrals when traffic signal lights are out.

Water Main Relocation Project Change Order

Commissioner Covey asked what the setback was for the project. City Manager Fuller advised that as the contractor was pushing the pipe through the bore the hole collapsed and the piped had to be removed. Oscar Martinez, Public Works Director, advised the existing pipe got hydro locked when the attempt was made to remove it so it had to be abandoned. It will be filled with concrete and the contractor will bore next to it for the new pipe at the expense of the contractor. The only change is for a time extension for ten weeks with a completion of July 21st, which falls within the time schedule for the new bridge project. The delay is still within the timeline for the grant.

PUBLIC HEARING

Ordinance No. 965 Large Scale Plan Amendment

City Manager Fuller reviewed the requested amendment for the property located at 724 N. Tyndall Parkway, the area just behind Regions Bank and Dunkin Donuts. D.L. Horton would like to purchase the property and build townhomes. To do that the Future Land Use and Zoning would need to be changed from Commercial to Medium Density Residential. The Planning Board did meet on May 3, 2016, and recommend Commission approve the amendment. City Manager Fuller addressed questions regarding the parcels, such as current surrounding and potential commercial land use, density, traffic flow, and the number of townhomes planned, which is ninety-six (96). They will be marketed for sale towards Tyndall personnel. No subsidized housing is planned.

Commissioner Covey asked if the surrounding business have been canvassed. City Manager Fuller advised public notice requirements have been fulfilled. Commissioner Henderson felt the proposed development would be good for businesses in the area and may attract additional commercial.

REGULAR AGENDA

Ordinance No. 966 Rezoning Application

City Manager Fuller advised this is the same piece of property and will change the zoning to allow for Multi-family medium density for the townhomes. He advised there is also a portion of the parcel with an electronic billboard that will not be included in the zoning changes but will remain commercial.

Commissioner Covey asked if changing the zoning for this property will require the City to permit any section 8 multi-family subsidized housing in the future. City Manager Fuller advised Commission would have to consider it if it was presented as it would be an allowable use. It would have to come before the board for approval.

Ordinance No. 968 Garbage Placement

City Manager Fuller reviewed the ordinance setting a method on how trash is placed on the curb, which is addressed in Section 9 of the LDR and will be add to this section. It will require residents to place their containers no earlier than 12 pm on the day before designated collection. It will also regulate how soon yard debris and larger items can be placed out, which is no earlier than 12pm on the Saturday before the designated day of collection because most people do yard work on weekends. It also specifies the container

must be metal or hard plastic container no larger than 96 gallons and garbage must not be visible or leaking outside of the container.

Commissioner Henderson asked if this is an issue Code Enforcement will have to police. Commissioner Covey felt it is but over time it would be corrected. She felt lids should be required for all containers. Discussion continued of large items placed at the curb for long periods of time. Public Works Director Martinez reviewed the garbage collection schedule and process. City Manager Fuller also mentioned that 24 hours will be provided to remove the container from the road post collection and shall be stored in the garage or side yard, out of public sight.

Commissioner Henderson asked about large boxes or excess trash at Christmas. Discussion ensued of private garbage haulers within the city. City Manager Fuller advised cardboard boxes are allowed and will be picked up. Commissioner Fairbanks asked how Code Enforcement will know the dates of pickup. City Manager Fuller indicated the waste haulers within the City will know.

Commissioner Henderson asked if there could be a notice added to the water bill. The newsletter distribution was discussed and consensus was for the City Manager to add the cost of mailing the newsletter with the bills to the budget.

PUBLIC PARTICIPATION

Tom Rodgers, 7506 Lilly Street, commented on garbage collection on his street, indicating there is a central collection area on their street for yard debris and household items because of power lines and hydraulic lines on the collection truck. He also referenced on a resident who has regular garage sales and dumps what he doesn't sell at the collection area.

Commissioner Covey advised there is an ordinance in place that regulates yard sales to one or two a year. City Manager Fuller will follow up.

Resolution No. 16-14 Utility Billing Manual Update

City Manager Fuller reviewed the resolution to update the Utility Billing Manual, which takes care of a number of housekeeping items that are already in effect, such as removing the park fee, adding the seasonal account status, updating the rates and fee schedule, amending the 7-day temporary service, which allows up to 1,000 gallons for \$50.

Mayor Pelletier addressed the following:

- Page 5 - Requirement for an additional deposit if twice delinquent within 24-months; why twice delinquent. City Manager Fuller will amend to once delinquent ever.
- Page 12 - Debiting and writing off of debt.
Mayor Pelletier stressed that none should be done before coming to Commission. City Manager Fuller will add verbiage.
- Page 10 - New meter systems are these issues, testing of meters, still going to be being done? City Manager Fuller advised there are no moving parts in the new meters so there's nothing to wear out. Director Martinez advised the customer would be charged for the calibration test.

Mayor Pelletier asked if the accounts being sent to collections that are \$1,000 and above are being analyzed for additional deposits. City Manager Fuller advised prior staff was hesitant of putting a block on sewer, which was the main account. He has since authorized blocks on the sewer only accounts. Car washes, etc., have a deposit based upon meter size. Mayor Pelletier asked if consumption and deposits are keeping up with the times. City Manager Fuller will come back to request increases in deposits based upon meter sizes.

Commissioner Covey thought the irrigation and residential was going to be on the same bill but listed separately. She advised the \$1.00, was added to the residential and accrued waste water charges. City Manager Fuller will look into it.

Commissioner Covey referenced the following:

- Page 2 – Application for Service – She felt “except the 15th, 24th, and the 26th” should be added because those are staffs busiest days for payments.
 - Business/Fictitious Name Requirements – Commissioner Covey felt a business license copy should be required.
 - Regarding leaving the meter unlocked if water is running within the dwelling, Commissioner Covey asked for clarification. City Manager Fuller advised it allows for the homeowner to turn off the running faucet then the meter.
- Page 3 – Requirement for copy of documented proof of ownership and/or a letter of authorization. She felt this should be a notarized document.
 - Shared Connections – City Manager Fuller confirmed this refers to mother-in-law suites, out buildings, etc., and requires a separate sewer connection.
 - Commissioner Covey felt renters should be required to pay higher deposits.

- Page 5 – Deposit Refunds or Transfers – Commissioner Covey recommended requesting an updated address when service is cancelled or family member information on the application when services if started.
 - Deposit Name Change – She felt this should be a notarized letter of authorization.
- Page 6 - Base Rates for Multi-Family Master Meters – Deposits are charged depending on how they are metered. Commissioner Covey felt deposits should be on a per door/unit basis, with a normal residential deposit, separate from master meters for hotels, etc.
 - Base & Consumption Charges – City Manager Fuller reviewed the base rate plus additional charges for consumption on a per-thousand gallon basis or any portion thereof.
- Page 7 – Senior Citizen Discount – City Manager Fuller advised it is based upon whether the home is qualified for Homestead Exemption then income/tax bracket. Commissioner Covey expressed concern for fraud.
- Page 8 – Due Date & Penalties – Commissioner Covey asked if automated calls prior to disconnect are actually being placed. City Manager Fuller confirmed.
- Page 9 – Payment Plan for Excessive Bills – City Manager Fuller confirmed that it does include renters who have occupied the location for a specific period of time.
- Page 11 – Excessive Use Adjustment – Commissioner Covey had concerns for the “one in 20-years” rule. City Manager Fuller advised the city pays for those excessive use adjustments. Customers can ask for sewer adjustment in these cases but urges customers to fix their leaks. Average consumption amount is used in figuring adjustments.

Commissioner Townsend asked if there is a provision for a second name on the bill and if customers are aware of the process. City Manager Fuller referenced page 2, the last bullet point, which states: *“A secondary name may be added to a customer’s account with equal access and authority. Both account holders will be equally responsible for any unpaid balance.”*

Commissioner Covey referenced page 17 regarding reconnection of sewer only, Monday through Friday until 3:00 p.m. Commission consensus was to change the time to 5:00 p.m. since they have until 5:00 to pay the bill with an increased fee for reconnection to cover overtime of staff. City Manager Fuller will review this process.

Commissioner Henderson asked, regarding the payment plan, do customers sign something? City Manager Fuller will confirm procedure.

Resolution No. 16-15 Light Pole Banners

City Manager Fuller advised a resolution is required for the formal application requesting FDOT permission to put the banners on the poles. He asked for guidance on banners, which will be made at a later time.

Housing Redevelopment – Community Development Block Grant (CDBG)

City Manager Fuller reviewed the grant, which is for low to moderate income residents. The maximum grant is 750,000. The Community Advisory Task Force was also reviewed, which will give the city ten points. Grant recipient criteria will be discussed at tomorrow night's meeting.

Commissioner Townsend would like to see it benefit a complete neighborhood. City Manager Fuller advised there are three different activities funds can be used for. The most needed for Callaway is the Housing Rehabilitation. Neighborhood Stabilization is a different alternative and can be considered in the future.

Audit Committee & Audit Services RFP

City Manager Fuller reviewed that Warren Averett is in the third and final year of their contract. He advised the Audit Committee does not have a quorum and asked for Commission approval for staff to issue the RFP. Commission consensus was to issue the RFP with Commission review of all submissions.

Annual Paving List & Asphalt/Paving Contract

City Manager Fuller reviewed the list and budget transfer request. He advised \$110,000 was budgeted and asked that the additional \$13,600 be approved for transfer to make up the \$123,600 estimate.

Commissioner Henderson asked if a bid request will be issued. City Manager Fuller confirmed. The budget transfer will come at a later date.

Mayor Pelletier ask if a preventative maintenance program is in place in-house for street repairs and how is it driven. City Manager Fuller advised a new hot patch trailer has been purchased. Director Martinez indicated that as problems are found recycled asphalt is used for repairs. Mayor Pelletier asked for information on warranty requirements and industry standards? City Manager Fuller will investigate.

City Manager Fuller advised the \$110,000 budgeted is a small amount and felt it should be increased. Commission will review during the budget process.

ADJOURNMENT

There being no further business, the meeting was adjourned at 8:12 p.m.

Janice L. Peters, MMC, City Clerk

Attest: _____
Bob Pelletier, Mayor

**CITY OF CALLAWAY
BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
MAY 24, 2016 – 6:00 P.M.**

The Callaway Commission met in workshop session with Mayor Bob Pelletier, Mayor Pro tem Pam Henderson, and Commissioners Melba Covey, Ron Fairbanks and Joe Townsend 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; and Oscar Martinez, Public Works Director.

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

PRESENTATIONS / PROCLAMATIONS

Employee of the Month – John Franklin

City Manager Fuller read the letter of recommendation in which Mr. Franklin was commended for his dedication and commitment to the City. A certificate of appreciation was presented to Mr. Franklin.

Yard of the Month - Mr. Joe Melvin

Commissioner Henderson read the nomination for June. The Yard of the Month Certificate and sign will be delivered to Mr. Melvin as he was not in attendance.

Audit for FY2015

The Audit review was tabled until the June Meeting.

Code Enforcement Board - Tony Mullinax, Chairman

Chairman Mullinax reviewed the cases heard at the April meeting of the Code Enforcement Board, six of which are in compliance, two will be in compliance shortly and three others are a work in progress.

Commissioner Covey requested the backup be distributed to Commission on Thursday's when the Agenda packets are distributed. Bill Frye, Code Enforcement Officer advised statuses tend to change over the weekend before the meeting, which he will inform Commission of at the time of the meeting.

Mayor Pelletier asked the status of the mobile home skirting issue. Code Enforcement Officer Frye advised there are two outstanding issues. Approved skirting material was briefly reviewed.

Bay County Sheriff's Office Lt. Michael Branning

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

Miles Patrolled	-	17,119	Traffic Stops	-	92
Calls for Service	-	1,108	Citations Issued	-	88
Arrests Made	-	79	Traffic Crashes	-	37

He advised they are continuing with the FDOT grant for patrols during the most critical times of the day for as long as the money lasts.

Mayor Comments

Mayor Pelletier asked for changes to the agenda; there was none.

Public Participation

Brigid Johnson, 7509 Melody Lane, felt that approval of the rezoning should be withheld until specifics about the project are received. She was not in favor of Section 8 housing for that area and would prefer senior citizen housing there. She indicated she had talked to Finance Director Waldrip regarding her issue with utility billing and was not in favor of mailing the newsletter. Mrs. Johnson advised she had a few recommendations for the CDBG Grant board.

City Manager Fuller advised a representative for the development was present.

John Malone, 707 Plantation Circle, alleged that Commission is not doing their jobs when it comes to Code Enforcement, insinuating the Code Enforcement Policy is out of date. He referenced an Ordinance delivered to former Mayor Kenneth Meer in 2009, as well as some of current Commission. He asked that the new Commissioners get involved.

Commissioner Covey disagreed, stating Commission is very involved in Code Enforcement, speaking with residents, etc.

Paul Bohac, 710 Mike Lane, thanked City Manager Fuller for his response to stormwater questions asked at the last meeting. He referenced a letter from Robert Brandon, President of the Lannie Rowe Lake Association dated December 2, 1985, and addressed to the Department of Environmental Regulations, regarding destruction of the dam following Hurricane Kate. Another letter referenced was from Terry Wilkinson, Bureau Chief of Surveying and Mapping, Division of State Lands, dated March 23, 2007, indicating records were insufficient to make a determination of ownership of the lake, which remains an unknown. In closing, he referenced the minutes of the April 28, 1987, Lannie Rowe Lake Association meeting, documenting funds used to build/replace the dam.

APPROVAL OF MINUTES

April 22, 2016	Special Meeting
April 25, 2016	Regular Workshop
April 26, 2016	Regular Meeting

Motion:

Motion was made by Commissioner Covey and seconded by Commissioner Henderson to approve the minutes. Motion carried unanimously.

CONSENT AGENDA

Financial Update – “Budget-in-Brief”
Advisory Board Appointment – Code Enforcement Board
Traffic Signal Maintenance Compensation for FY2017
Water Main Relocation Project – Change Order

Motion:

Motion was made by Commissioner Henderson and seconded by Commissioner Fairbanks to approve the consent agenda. Motion carried 4-1, with Commissioner Covey voting in opposition.

PUBLIC HEARING(S)

Ordinance No. 965 Large Scale Plan Amendment – 721 N. Tyndall Parkway

City Manager Fuller reviewed the requested amendment. He advised the item was heard by the Planning Board on May 3rd, and was approved for transmittal to the State Land Planning Agency.

City Attorney Obos read the Ordinance by headnote as follows:

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF CALLAWAY, SPECIFICALLY ACTING UPON THE APPLICATION OF D.R. HORTON HOMES, INC. ON BEHALF OF THE PROPERTY OWNER DESIGNATING FOR COMMERCIAL FUTURE LAND USE A CERTAIN PARCEL OF LAND LYING WITHIN THE CITY OF CALLAWAY, FLORIDA, CONSISTING OF APPROXIMATELY 12.15 MORE OR LESS ACRES; SAID PARCEL IS LOCATED AT OR NEAR 724 N. TYNDALL PARKWAY, CALLAWAY, FLORIDA, AS MORE PARTICULARLY DESCRIBED IN THE BODY OF THE ORDINANCE; AMENDING THE CITY’S FUTURE LAND USE MAP FOR MEDIUM DENSITY RESIDENTIAL DESIGNATION FOR THE PARCEL; REPEALING ORDINANCES OR PARTS OF ORDINANCE IN CONFLICT HEREWITH; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AS PROVIDED BY LAW.

City Manager Fuller clarified that approval is only for transmittal to the state for review.

John Whittington of Preble Rish reviewed the project. He advised the townhomes would be 3 bedroom, 1800sf, including the garage and would be marketed towards Tyndall AFB personnel, not be Section 8 housing. Commissioner Covey asked if 7th Street is going to be reworked. Mr. Whittington advised the road will most likely be restructured with a turn lane added. They are working with the County regarding the road. All this information will be provided in the development order process.

Commissioner Covey asked about building materials. Mr. Whittington advised it would be mostly vinyl siding on the exterior.

Public Participation

Brigid Johnson, 7509 Melody Lane, asked, and City Manager Fuller confirmed, that the project will be all townhouses.

Motion:

Motion was made by Commissioner Covey and seconded Commissioner Henderson for approval of Ordinance No. 965. Motion carried unanimously upon roll-call vote.

REGULAR AGENDA

Ordinance No. 966 Rezoning Application – 721 N. Tyndall Parkway

City Manager Fuller reviewed the proposed rezoning, advising the Planning Board heard the request on May 3rd and recommended Commission approval.

City Attorney Obos read the Ordinance by headnote as follows:

AN ORDINANCE REZONING FROM COMMERCIAL TO MULTI-FAMILY MEDIUM DENSITY (R-MFMD) THAT CERTAIN PARCEL OF LAND LYING WITHIN THE CITY OF CALLAWAY, FLORIDA CONTAINING APPROXIMATELY 12.15 MORE OR LESS ACRES; SAID PARCEL IS LOCATED AT OR NEAR 724 N. TYNDALL PARKWAY, CALLAWAY, FLORIDA, AS MORE PARTICULARLY DESCRIBED IN THE BODY OF THE ORDINANCE; REPEALING ORDINANCES OR PARTS OF ORDINANCE IN CONFLICT HEREWITH; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AS PROVIDED BY LAW.

Motion:

Motion was made by Commissioner Henderson and seconded Commissioner Fairbanks for approval of Ordinance No. 966. Motion carried unanimously upon roll-call vote.

Ordinance No. 968 Garbage Placement – 721 N. Tyndall Parkway

City Manager Fuller reviewed the Ordinance, which was amended per Commission discussion at last night's workshop regarding lids.

City Attorney Obos read the Ordinance by headnote as follows:

AN ORDINANCE FOR THE CITY OF CALLAWAY, FLORIDA AMENDING THE CALLAWAY CODE OF ORDINANCES CHAPTER 9, ARTICLE I. GARBAGE, REFUSE AND WEEDS; ESTABLISHING A METHOD TO REGULATE HOW AND WHEN ITEMS MAY BE SET OUT FOR COLLECTION; PROVIDING FOR CODIFICATION; REPEALING ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

Commissioner Henderson asked if penalties for non-compliance are spelled out somewhere else in the code. City Manager Fuller advised it is addressed in Article 9.

Commissioner Covey reviewed possible recommendations for a transport site for citizens to bring their trash to as she was not in favor of large items sitting on the curb for an extended period of time.

City Manager Fuller advised the current land field is the steel field, which anyone can bring their items to. He will look into other possible locations and permitting requirements for transport site. There is a bulk fee requirement currently for larger items. The pros and cons of providing a site for citizen dumping was briefly referenced. Mayor Pelletier recommended bringing back this issue as a separate item for future consideration.

Motion:

Motion was made by Commissioner Covey and seconded Commissioner Henderson for approval of Ordinance No. 968. Motion carried unanimously upon roll-call vote.

Resolution No. 16-14 Utility Billing Manual Update

City Manager Fuller advised staff will be updating as reviewed at last night's workshop.

Motion:

Motion was made by Commissioner Henderson and seconded Commissioner Covey for approval of bringing the item back at the next meeting. Motion carried unanimously upon roll-call vote.

Resolution No. 16-15 Light Pole Banners

City Manager Fuller reviewed the resolution, clarifying that the resolution is just for the application process, not to choose banners at this time.

City Attorney Obos read the Resolution by headnote as follows:

RESOLUTION OF THE CITY OF CALLAWAY APPROVING THE PLACEMENT OF POLE BANNERS IN AND ALONG THE TYNDALL PARKWAY AND STATE ROAD 22 RIGHT-OF-WAYS; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion:

Motion was made by Commissioner Covey and seconded Commissioner Henderson for approval of Resolution No. 16-15. Motion carried unanimously upon roll-call vote.

Housing Redevelopment – Community Development Block Grant (CDBG)

City Manager Fuller advised Mr. Dennis Dingman was present to review the grant.

Mr. Dennis Dingman, Summit Professional Services, reviewed the 2009 grant, by which thirteen residents were helped with that program. The HUD funded grant program is

competitive grant so not every community that applies is funded every year. In Florida, it is administered by the Department of Economic Opportunity and is available to all Indian Tribes and territories, 260 communities are eligible. He discovered that it might be feasible for the city to be funded again. It accomplishes three goals; it eliminates slum and blight, provides healthy, safe places for people to live, and economic development.

Mr. Dingman reviewed that the program the City acquired last time helped thirteen of which nine were elderly and seven were disabled, one severely and eight were female head of households. Low to moderate income individuals that are elderly or has disabilities are eligible to apply. Qualifications are in the City's Housing Assistance Plan which documents the scoring system. Criteria is based on income, age and disability. He also reviewed other criteria relating to the application and advised it helps with code violations as well, as applicants cannot be in violation of code.

He reviewed the grant approval cycle, which is an intense process, as well as the administrative regulations. Commissioner Henderson asked when the deadline is and when the City would know. Mr. Dingman advised the notice will be published in late August and the City should know by late September, early October. Rule changes by the agency may delay the process. Commissioner Covey reviewed her understanding of the process.

Mr. Dingman reviewed the Citizen Advisory Task Force, advising the task force would need to meet at least one time for presentation of the grant. It is public event and the City gets an extra 10 points on its application. He indicated he has called citizens who participated last time, as well as Code Enforcement Board members, who have expressed interest in being on the 5-member board.

Commissioner Covey asked what low-moderate income is and what applicants have to submit with their application. Mr. Dingman distributed income and program guidelines. He advised income is based upon gross income and any other income received, other than certain benefits received by the military. Mr. Dingman further reviewed the application. A public hearing is held before the application is submitted to describe the grant and what it can do. Commission will, at that hearing, make a motion to proceed with the application. After the application is written, a second hearing is held to inform the public of what specifically the grant will provide.

Motion:

Motion was made by Commissioner Henderson and seconded Commissioner Covey for approval to move forward with the CDBG Grant application process and establishment of a Task Force. Motion carried unanimously upon roll-call vote.

Audit Committee & Audit Services RFP

City Manager Fuller advised an RFP will be prepared for advertisement and board members will be solicited.

Motion:

Motion was made by Commissioner Covey and seconded by Commissioner Henderson for approval. Motion carried unanimously upon roll-call vote.

Annual Paving List & Asphalt/Paving Contract

City Manager Fuller reviewed the request and advised there is normally a 1-year warranty provided in the contract. Mayor Pelletier recommended a warranty period of more than one year. City Manager Fuller will check into FDOT standards.

Motion:

Motion was made by Commissioner Henderson and seconded by Commissioner Fairbanks for approval of issuing a bid request for paving. Motion carried unanimously.

COMMISSION COMMENTS

Joe Townsend, Commissioner, Ward IV

Paving Projects

Commissioner Townsend agreed with Mayor Pelletier on the extended warranty for paving projects.

Ron Fairbanks, Commissioner, Ward III

Callaway Point Potholes

Commissioner Fairbanks advised he had spoken with City Manager Fuller about filling pot holes in the Callaway Point area.

Pamn Henderson, Commissioner, Ward II

Drainage & Flooding Issues

Commissioner Henderson thanked the City Manager and Director of Public Works for addressing a citizens issue with drainage and flooding.

TPO Meeting Update

She advised she attended the TPO meeting and gave an update on issues addressed.

Melba Covey, Commissioner, Ward I

Code Enforcement Board Report

Commissioner Covey thanked Officer Frye for bringing forth the report.

Lockbox Costs

She advised she has not gotten any updates on costs.

City Vehicles

Commissioner Covey indicated sun shades are not being used when parked. She would also like to see a maintenance plan for cleaning and upkeep of the new vehicles.

Florida League of Cities Official Training

She recommended the new Commissioners plan to attend the training for newly elected officials and recommended they review prior meetings of Commission to get an idea of how the meetings go.

Bob Pelletier, Mayor

Utility Billing

Mayor Pelletier advised he had spent time with the customer service staff during cut-off time and referenced issues with the current processes. He asked for notice to be included in the next billing cycle asking citizens to limit calls during times of cutoff notices. He also noted that the money counter being used only counts the number of bills and is going to work with the company to obtain a counter that gives the total amount of money being counted. This will cut down on closing time at the end of the day. The new scanners are also being installed.

He asked that staff to look into credit card processing that does not require customer service to manually input those numbers.

Banking Account Signatures

Mayor Pelletier met with City Manager and the Director of Finance regarding the financials and requested the City Manager bring back the Resolutions 13-05 through 13-08, which authorized the City Manager and Mayor Pro tem to sign checks.

Customer Service Calls

Regarding phone calls, Mayor Pelletier advised the issue needs to be addressed. He felt citizens standing in front of customer service should take precedence over customers calling in. City Manager will work on a solution for calls on the busy days.

He urged other Commission to spend some time observing customer service processes as well.

J. Michael Fuller, City Manager

Stormwater Maps

City Manager Fuller advised staff is working with Bay County GIS to obtain the requested maps.

Solar Powered Speed Signs

He advised prices are between \$2,600 and \$10,000.

Gulf Power Refund

City Manager Fuller advised that the result of an audit of Callaway customers by Gulf Power has resulted in a payment to the City of \$225,000.

Retail Store

He advised there is a new Roses store coming to Callaway at 225 Tyndall Parkway. It is anticipated that it will bring 40 – 50 new jobs to the area.

Kevin Obos, City Attorney

Ethics Training

City Attorney Obos advised they will be sponsoring Ethics Training with the Florida League of Cities the week of June 21st in Lynn Haven then Walton County the next day. He will be providing more information.

Janice L. Peters, City Clerk

Florida League of Cities Institute for Municipal Officials

She advised the next institute will be October 7th in Tampa. Commissioner Covey asked for information on the next institute in Jacksonville. City Clerk Peters will provide that information.

ANNOUNCEMENTS

Mayor Pelletier read the announcements for the month of May.

ADJOURNMENT

There being no further business, the meeting was adjourned at 8:10 p.m.

Janice L. Peters, MMC, City Clerk

Attest: _____
Mayor

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

DATE: JUNE 28, 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 May 30, 2016.

ATTACHMENT:

- BUDGET-IN-BRIEF

5. REQUESTED MOTION/ACTION:

For review only. No action required.



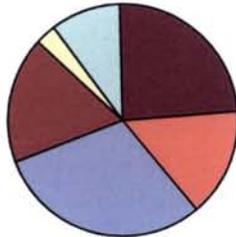
CITY OF CALLAWAY

Fiscal Year 2016

BUDGET-IN-BRIEF as of May 31, 2016

67+% of Year Elapsed

YTD-Citywide Expense Allocation



Operating 30.3%	Personnel Svc 17.6%
Non-Operating 2.9%	Transfers 9.9%
Principal Debt Pmts 24.2%	Capital 15.1%

General Fund Revenues

Revenues	Budget	Year-to-Date	%
Advalorem Taxes	1,003,362	957,072	95.4%
Other Taxes	1,918,340	1,190,820	62.1%
Permits, Fees, & Licenses	1,013,650	620,014	61.2%
Grants & Shared Revenue	1,948,165	1,191,271	61.1%
Service Charges	157,650	105,348	66.8%
Court Fines	4,400	2,106	47.9%
Interest & Other Earnings	4,550	2,702	59.4%
Rents & Royalties	59,500	30,316	51.0%
Sales of Fixed Assets	30,200	7,704	25.5%
Contributions & Donations	2,500	817	32.7%
Miscellaneous Revenue	300	1,136	378.7%
Total Revenues	\$ 6,142,617	\$ 4,109,306	66.9%

General Fund Expenditures

Expenditures	Budget	Year-to-Date	%
Executive (Commission)	58,648	34,808	59.4%
City Manager	233,719	156,827	67.1%
Finance	248,961	181,687	73.0%
Legal	110,000	65,989	60.0%
Planning & Code Enforcement	315,752	125,236	39.7%
Information Technology	69,150	34,247	49.5%
Elections	6,250	3,887	62.2%
General Government	306,146	162,210	53.0%
Law Enforcement	1,483,300	988,372	66.6%
Fire Department	1,069,608	741,198	69.3%
Streets	1,144,794	659,896	57.6%
Maintenance Shop	210,482	142,558	67.7%
Leisure Services	804,008	579,392	72.1%
Transfers	1,647,235	1,447,235	87.9%
Indirect Cost Allocation	(544,087)	(272,043)	50.0%
Total Expenditures	\$ 7,163,966	\$ 5,051,499	70.5%

General Fund Increase/Decrease to Fund Balance

	Budget	Year-to-Date
Incr / (Decr) to Fund Balance	(1,021,349)	(942,193)

Community Redevelopment Fund

	Budget	Year-to-Date	%
Revenues & Trfrs In	23,573	17,952	76.2%
Expenditures	102,750	12,267	11.9%
Incr / (Decr) to Fund Balance	(79,177)	5,685	

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	920,325	363,096	39.5%
Expenditures	920,325	368,554	40.0%
Incr / (Decr) to Fund Balance	-	(5,458)	

Water Fund

	Budget	Year-to-Date	%
Revenues & Trfrs In	2,954,124	1,703,643	57.7%
Expenses & Trfrs Out	6,469,143	4,747,820	73.4%
Incr / (Decr) to Net Assets	(3,515,019)	(3,044,177)	

Sewer Fund

	Budget	Year-to-Date	%
Revenues & Trfrs In	4,359,200	2,806,840	64.4%
Expenses & Trfrs Out	9,002,654	2,716,909	30.2%
Incr / (Decr) to Net Assets	(4,643,454)	89,931	

2015 Bond principal contributions were not recorded as an expense.

Solid Waste Fund

	Budget	Year-to-Date	%
Revenues	581,800	389,791	67.0%
Expenses & Trfrs Out	519,259	332,187	64.0%
Incr / (Decr) to Net Assets	62,541	57,604	

Citywide Increase/Decrease to Fund Balance / Net Assets

	Budget	Year-to-Date
Incr / (Decr) to Fund Balance/Net Assets	(9,196,458)	(3,838,608)

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

DATE: JUNE 28, 2016

ITEM: **BUDGET TRANSFER REQUEST**

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)**

Leisure Services is requesting budget transfers in the amount of \$3,888 in order to have the funds for a new fence around the static aircraft display at Veterans Park and for routine repairs and maintenance of buildings and grounds.

The money will be transferred, as documented in the attached Budget Transfer Request Form, from the following accounts:

- 01-572-308-00 Travel & Per Diem \$ 131
- 01-572-305-25 IT Equipment \$ 292
- 01-572-606-40 Machinery & Equip. \$3,465
- TOTAL \$3,888**

Attachment(s):

- Leisure Services Budget Transfer Request

5. **REQUESTED MOTION/ACTION:**

Staff requests Commission approval of attached Budget Transfer Request in the amount of \$3,888 as referenced above.



BUDGET TRANSFER REQUEST FY 16

Department Leisure Services AMOUNTS MUST BE IN WHOLE DOLLARS

Account #	Account Description	CURRENT Budget Amt	Requested Increase	Requested Decrease	REVISED Budget Amt	Explanation for Request
01-572-304-00	Travel & Per Diem	\$ 1,200.00	-	\$ 131.00	\$ 1,069.00	Not needed
01-572-305-25	IT Equipment	\$ 2,800.00		\$ 292.00	\$ 2,508.00	Not needed
01-572-304-60	R & M Buildings & Grnds	\$ 67,000.00	\$ 3,288.00		\$ 70,288.00	Needed for routine building and grounds maintenance. We have done a lot of work at Gore Park and are trying to improve conditions mainly for the Callaway Football League and Cheer Leaders.
01-572-606-30	Improvements O/T Buildings	\$ 38,700.00	\$ 600.00			All FY 16 budgeted items have been purchased under budget. A total of \$4,952 needed for a new fence around Static Aircraft Display at Veterans Park.
01-572-606-40	Machinery & Equipment	\$ 69,300.00		\$ 3,465.00	\$ 65,835.00	All FY 16 budgeted items purchased under budget.
Column TOTALS		\$ 179,000.00	\$ 3,888.00	\$ 3,888.00	\$ 179,000.00	Total Increases MUST equal Total Decreases

APPROVALS

Department Head _____ Date: _____

City Manager _____ Date: 6/28/16

Finance _____ Date: _____

System Updated by: _____ Date: _____

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

DATE: JUNE 28, 2016

ITEM: BUDGET TRANSFERS – MISCELLANEOUS LINE ITEMS

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)

The attached Budget Transfer Requests include miscellaneous transfers as follows:

- Accrued vacation leave to eligible employees who have left the City
- Payments to the Bay County Supervisor of Elections and Poll Workers
- City Hall Roof Repair
- Fuel and maintenance expenses for the car donated to the City

ATTACHMENT:

- BUDGET TRANSFER FORMS

5. **REQUESTED MOTION/ACTION:**

Staff requests Commission approval of the budget transfers.



BUDGET TRANSFER REQUEST

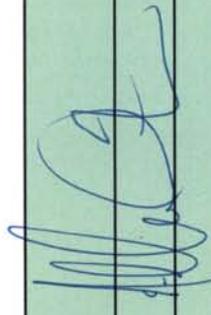
Department: Various AMOUNTS IN WHOLE DOLLARS

6/27/2016

Account #	Account Description	CURRENT Budget Amt	Requested Increase	Requested Decrease	REVISED Budget Amt	Explanation for Request
01-572-101-65	Leisure Services - Annual Leave Payout	\$ -	\$ 380		\$ 380	Transfer amounts between expenditure line item budgets to account for payments of accrued vacation leave to eligible employees who have left the City.
01-572-102-50	Leisure Services - Unemployment Comp.	\$ 1,000		\$ 380	\$ 620	
01-522-101-65	Fire - Annual Leave Payout	\$ 20	\$ 1,322		\$ 1,342	Transfer budgeted amounts between line items in the Elections Department to account for payments to poll workers and to the Bay Co. Board of Elections.
01-522-101-20	Fire - Regular Salaries	\$ 549,581		\$ 1,322	\$ 548,259	
01-519-303-41	Elections - Other Contractual Services	\$ 2,750	\$ 1,040		\$ 3,790	Transfer budgeted amounts between line items in the Elections Department to account for payments to poll workers and to the Bay Co. Board of Elections.
01-518-304-70	Elections - Printing & Binding	\$ 2,500		\$ 1,040	\$ 1,460	
Totals			\$ 2,742	\$ 2,742		

APPROVALS

Department Head _____ Date: _____

City Manager  _____ Date: 6/22/2016

Commission _____ Date: _____

Finance _____ Date: _____



BUDGET AMENDMENT REQUEST

AMOUNTS IN WHOLE DOLLARS

Account #	Account Description	CURRENT Budget Amt	Requested Increase	Requested Decrease	REVISED Budget Amt	Explanation for Request
	Department	Various				
		6/27/2016				
01-519-304-60	General Gov't - R&M Buildings & Grounds	\$ 1,500	\$ 1,865		\$ 3,365	Increase General Gov't expenditure budget to account for: City Hall roof repair Fuel & maintenance expenses for car donated to the City. The car is used by City Hall employees to drive to the bank, to meetings and to carry-out other City functions.
01-519-305-21	General Gov't - Fuel & Lubricants	\$ -	\$ 1,300		\$ 1,300	
01-380-389-10	Budgeted Use of Reserves	\$ (992,849)	\$ (3,165)		\$ (996,014)	
Totals			\$ -	\$ -		

APPROVALS

Department Head _____ Date: _____

City Manager *[Signature]* _____ Date: 6/27/2016

Commission _____ Date: _____

Finance _____ Date: _____

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

DATE: JUNE 28, 2016

ITEM: SURPLUS – OFFICE EQUIPMENT

1. PLACED ON AGENDA BY:
J. Michael Fuller, City Manager
PRESENTED BY:
JANICE L. PETERS, CMC, 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)

Following an audit by staff of the cost of toner for the individual printers at City Hall, it was found to be cost saving to acquire printers through our contract with Reliable Copy Products, who provides the large Toshiba Copier for City Hall. Through Reliable’s leasing program the City only pays a per-copy price and the toners and maintenance are provided at no cost. This change reflects a \$780 savings annually.

Staff requests Commission approval to authorize the City Manager to surplus these items in the manner fitting, along with other old printers collected from other departments. Per our current process, these will be sold via GovDeals.

Staff also requests approval to surplus three computers as they are in non-working order and of no further use to the City.

ITEM DESCRIPTION(S)
DELL OPTIPLEX 990 COMPUTER – 97VJXQ1
HP COMPAQ AMD 64 ATHLON COMPUTER – MXL7340L83
DELL INSPIRON 531 – C3M9HF1

5. REQUESTED MOTION/ACTION:

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

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

DATE: JUNE 28, 2016

ITEM: PERSONNEL POLICY AMENDMENT

1. PLACED ON AGENDA BY:

J. Michael Fuller, City Manager

PRESENTED BY:

JANICE L. PETERS, CMC, 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)

Section 6.03 – Requests for Leave in the Personnel Policy states the following:

A. *Personnel who work forty (40) hours per week are required to take a minimum of 40 consecutive hours of Annual Leave per calendar year. In the event an employee does not have 40 hours Annual Leave, they shall take 40 hours of Leave Without Pay.*

We as staff believe this places an undue hardship on employees, especially during their first year of employment when they only receive 40 hours of Annual Leave total since there is a 3-month period in the beginning where Annual Leave is not accrued. It is nearly impossible to go a year without having to use any hours of vacation, whether it's for family emergencies, appointments, unexpected illnesses, etc.

We request that Commission approve removal of this verbiage as documented in the attachment.

Attachment(s):

- Section 6.03 Personnel Manual

5. REQUESTED MOTION/ACTION:

Staff requests Commission approval to remove Section 6.03 "A" of the Personnel Manual.

City of Callaway
Personnel Manual

Section 6.03 – Requests for Leave

- A. ~~Personnel who work forty (40) hours per week are required to take a minimum of 40 consecutive hours of Annual Leave per calendar year. In the event an employee does not have 40 hours Annual Leave, they shall take 40 hours of Leave Without Pay.~~
- B. Annual Leave may be taken only after approval by the Department Head and with at least two (2) weeks advance notice. Department Heads will arrange vacation schedules and re-allocate duties on such a basis as to cause minimum interference with normal functions and operations of the department. In an emergency situation the two weeks advance notice can be waived by the Department heads on a case basis.

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

DATE: JUNE 28, 2016

ITEM: LOCAL AGENCY PROGRAM (LAP) AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) – BOB LITTLE ROAD SIDEWALK PROJECT

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

2. AGENDA:
PRESENTATION
PUBLIC HEARING
CONSENT
OLD BUSINESS
REGULAR

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

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

The City entered into a LAP agreement with FDOT for the Bob Little Road Sidewalk Project on September 9, 2014. Design for this project was completed last year. Funding is available this year to start the construction and construction engineering inspection portion of the project.

This project will construct a sidewalk and bike path on Bob Little Road from Cherry Street to 7th Street. The LAP programs is a reimbursable grant program and available funding for this construction and inspection project is \$462,921.00.

ATTACHMENT:

- Local Agency Program Agreement

5. REQUESTED MOTION/ACTION:

It is recommended that the Commission approve the FDOT LAP agreement for Bob Little Road Sidewalk Project.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

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FPN: 435531-1-58-01 Fund: ACTA FLAIR Approp: _____
Federal No: 4533-004-P Org Code: _____ FLAIR Obj: _____

FPN: 435531-1-68-01 Fund: ACTA FLAIR Approp: _____
Federal No: 4533-004-P Org Code: _____ FLAIR Obj: _____

FPN: _____ Fund: _____ FLAIR Approp: _____
Federal No: _____ Org Code: _____ FLAIR Obj: _____

County No: 46 (Bay) Contract No: _____ Vendor No: F5901005908002
FDOT Data Universal Number System (DUNS) No: 80-939-7102 Local Agency DUNS No: 14-776-0888
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is made and entered into this _____ day of _____, _____ between the State of Florida, Department of Transportation, an agency of the State of Florida ("Department"), and City of Callaway, Florida ("Agency").

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

1. **Authority:** The Agency, by Resolution No. 14-18 dated the 9th day of September, 2014 a copy of which is attached as Exhibit "F" and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section 339.12, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in Bob Little Sidewalk Project, as further described in Exhibit "A", Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of Agreement:** The Agency agrees to complete the Project on or before June 30, 2017. If the Agency does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

4. **Project Cost:**

A. The total cost of the Project is \$ 462,921.00. This amount is based upon the schedule of funding in Exhibit "B", Schedule of Funding attached to and incorporated in this Agreement. The Agency agrees to bear all expenses in excess of the total cost of the Project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 5.1.

B. The Department agrees to participate in the Project cost up to the maximum amount of \$462,921.00 and as more fully described in Exhibit "B". This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation.

C. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

- ii. Availability of funds as stated in subparagraphs 5.L. and 5.M. of this Agreement;
- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments:

- A. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A".
- B. Invoices shall be submitted by the Agency in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.
- C. The Agency shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- D. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" was met.
- E. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- F. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill the Department for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.
- G. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

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If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- H. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- I. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the agency's contract award amount. If revised, a copy of the Supplemental Agreement shall be forwarded to the Department's Comptroller. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.
- J. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- K. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- L. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- M. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be

executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations: Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Agency pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- A. The Agency shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- B. There is any pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- C. The Agency shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- D. There has been any violation of the conflict of interest provisions contained in paragraph 16.J.; or
- E. The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the Project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements: The Agency shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- A. A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
 - i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
 - ii. Maintains familiarity of day to day Project operations, including Project safety issues;
 - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
 - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

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- v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
 - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
 - vii. Is aware of the qualifications, assignments and on-the-job performance of the Agency and consultant staff at all stages of the Project.
- B.** Once the Department issues the NTP for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department on a quarterly basis, beginning from the day the NTP is issued. If the Agency fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the "FHWA" removing any unbilled funding or the loss of State appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP Projects. No cost may be incurred under this Agreement until after the Agency has received a written NTP from the Department. The Agency agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Agency is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.
- C.** If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Agency, and the Project is off the state highway system, then the Department will have to request repayment for the previously billed amounts from the Agency. No state funds can be used on off-system projects, unless authorized pursuant to Exhibit "G", State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- D.** In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Agency to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- E.** The Agency shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the Project.
- F.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.
- G.** Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

- H. For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports: The administration of resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The Agency shall comply with all audit and audit reporting requirements as specified below.

- A. In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.
- B. The Agency, a non-federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Agency expends a total amount of federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. **Exhibit "1", Federal Financial Assistance (Single Audit Act)** to this Agreement provides the required federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining federal awards expended in a fiscal year, the Agency must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.

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- iii. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards, the Agency is exempt from federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than federal entities).
- iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
 5. Withhold further federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to Agency's records including

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financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

- C. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

9. Termination or Suspension of Project: The Department may, by written notice to the Agency, suspend any or all of the Agency's obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

- A. If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 9.B. below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.
- B. If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- C. If the Agreement is terminated before the Project is completed, the Agency shall be paid only for the percentage of the Project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress on Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- D. The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.
- E. Upon receipt of any final termination or suspension notice under this paragraph 9., the Agency shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; or (b) furnish a statement of the Project activities and contracts and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon

the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

10. Contracts of the Agency:

- A. Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- B. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Agency shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- C. The Agency shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Agency shall comply with the provisions in the FHWA-1273 form as set forth in Exhibit "C", FHWA 1273 attached to and incorporated in this Agreement. The Agency shall include FHWA-1273 in all contracts with consultants and contractors performing work on the Project.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations: Agencies are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Agency's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Agency no more than 30 days after final acceptance.

- A. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Agency failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Agency developed the

Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, without District involvement/oversight.

- B. The District will determine which functions can be further delegated to Agencies that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions: During the performance of this Agreement, the Agency agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- A. The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto. The Agency shall include the attached Exhibit "E", Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.
- B. The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.
- C. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- D. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- E. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- F. Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement. The Agency shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

- G. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

- A. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity.

To the fullest extent permitted by law, the Agency's consultant shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the consultant and persons employed or utilized by the consultant in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity."

- B. The Agency shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Agency shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Agency shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Miscellaneous Provisions:

- A. The Agency will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits. The Agency shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- B. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- C. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- D. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- E. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- F. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- G. In the event that this Agreement involves constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- H. Upon completion of right-of-way activities on the Project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- I. The Agency will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the Project is accepted by the Agency as suitable for the intended purpose.
- J. The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension,

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continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

- K.** The Agency may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- L.** The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency will will not maintain the improvements made for their useful life.
- M.** The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- N.** The Agency:
- i. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and
 - ii. shall expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- O.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- P.** The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- Q.** If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- R. Exhibits**
- i. Exhibit "A", Project Description and Responsibilities, is attached and incorporated into this Agreement.
 - ii. Exhibit "B", Schedule of Funding, is attached and incorporated into this Agreement.
 - iii. If this Project includes Phase 58 (construction) activities, then Exhibit "C", FHWA FORM 1273, is attached and incorporated into this Agreement.

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- iv. An Alternative Pay Method is used on this Project. If an alternative Pay Method is used on this Project, then Exhibit "D", Alternative Pay Method, is attached and incorporated into this Agreement.
- v. Exhibit "E", Title VI Assurances is attached and incorporated into this Agreement.
- vi. Exhibit "F", the Agency Resolution authorizing entry into this Agreement, is attached and incorporated into this Agreement.
- vii. State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "G", State Funds Addendum, is attached and incorporated into this Agreement.
- viii. This Project is located off the State Highway System and includes funding for landscaping. If this Project is located off the State Highway System and includes funding for landscaping, then Exhibit "L" is attached and incorporated into this Agreement.
- ix. This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then Exhibit "R" is attached and incorporated into this Agreement.
- x. This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, Exhibit "RL" is attached and incorporated into this Agreement.
- xi. This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, Exhibit "T" is attached and incorporated into this Agreement.
- xii. Exhibit "1", Federal Financial Assistance (Single Audit Act) is attached and incorporated into this Agreement.
- xiii. State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "2", State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

AGENCY City of Callaway, Florida

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name: Bob Pelletier
Title: Mayor

By: _____
Name:
Title: Director of Transportation Development

Attest: _____
Title:

Legal Review:

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 435531-1-58-01 & 435531-1-68-01

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

City of Callaway, Florida

PROJECT LOCATION:

- The project is on the National Highway System.
- The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 1.015 Miles

PROJECT DESCRIPTION: The construction of a sidewalk along County Road 22A (Bob Little Road) from Seventh Street to Cherry Street in Callaway. The project will include ADA compliant pedstrain sidewalk, crosswalks, pavement markings, and other appropriate appurtenances.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Agency shall not begin until a Notice to Proceed has been issued by the Department.

The Agency shall ensure that the project will be constructed within the existing right of way.

The Agency will submit to the Department the bid and award intent for review and concurrence prior to award and will submit the signed bid contract upon execution of the document.

The Agency shall be responsible for verifying that the NEPA document is adhered to for the life of the project.

Off the State Highway System (Off-System) LAP construction projects must be administered in accordance with either Local Agency Specifications that have been approved by the Department; the pre-approved FDOT LAP ("Big Four") Specifications; or Divisions II and III of the FDOT Standard Specifications for Road and Bridge Construction and implemented modifications in accordance with the LAP Manual. The Agency will be responsible for all project level inspection and verification testing.

On the State Highway System (On-System) LAP construction projects must be administered in accordance with the FDOT Construction Project Administration Manual (Topic no. 700-000-000). Materials will be inspected in accordance with the FDOT Sampling Testing and Reporting Guide by Material Description and the FDOT Materials Manual (Topic No. 675-000-000). Divisions II and III of the FDOT Standard Specifications for Road and Bridge Construction and implemented modifications must be used in accordance with the LAP Manual. The Agency will be responsible for all project level inspection, verification testing, and assuring all data are entered into Laboratory Information Management Systems

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

(LIMS). In addition, the following Off the State Highway System (Off-System) and Off the National Highway System projects will be administered as above: all bridge projects; box culverts; and all projects with a construction value of \$10 million or more.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by N/A
- b) Design to be completed by N/A
- c) Right-of-Way requirements identified and provided to the Department by N/A.
- d) Right-of-Way to be certified by N/A
- e) Construction contract to be let by December 2016
- f) Construction to be completed by June 30, 2017

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Cultural Resource Assessment Survey (including coordination with the State Historic Preservation Officer) and all documentation necessary to support the environmental Class of Action Determination will be the responsibility of the Department.

The Department will issue Notice to Proceed to the Agency after final design plans and the project Bid Package to include Specifications, updated construction estimate, draft construction contract, and completed Construction checklist have been reviewed and approved.

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EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS City of Callaway 6601 East Hwy. 22 Callaway, FL 32404	FPN: 435531-1-58-01 & 435531-1-68-01
--	--------------------------------------

TYPE OF WORK By Fiscal Year	FUNDING			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Planning-18 FY: _____ FY: _____ FY: _____ Total Planning Cost	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Project Development & Environment (PD&E) - 28 FY: _____ FY: _____ FY: _____ Total PD&E Cost	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Design - 38 FY: _____ FY: _____ FY: _____ Total Design Cost	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Right-of-Way - 48 FY: _____ FY: _____ FY: _____ Total Right-of-Way Cost	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Construction-58 FY: 2017 FY: 2018 FY: 2019 FY: 2020 Total Construction Cost	<u>\$413,324.00</u> <u>\$0.00</u> <u>\$0.00</u> <u>\$0.00</u>	<u>\$0.00</u> <u>\$0.00</u> <u>\$0.00</u> <u>\$0.00</u>	<u>\$0.00</u> <u>\$0.00</u> <u>\$0.00</u> <u>\$0.00</u>	<u>\$413,324.00</u> <u>\$0.00</u> <u>\$0.00</u> <u>\$0.00</u>
Construction Engineering and Inspection (CEI) - 68 FY: 2017 FY: 2018 FY: 2019 Total CEI Cost	<u>\$49,597.00</u> <u>\$0.00</u> <u>\$0.00</u>	<u>\$0.00</u> <u>\$0.00</u> <u>\$0.00</u>	<u>\$0.00</u> <u>\$0.00</u> <u>\$0.00</u>	<u>\$49,597.00</u> <u>\$0.00</u> <u>\$0.00</u>
Operations - 88 FY: _____ FY: _____ FY: _____ Total Operations Costs	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
TOTAL COST OF THE PROJECT	\$462,921.00	\$0.00	\$0.00	\$462,921.00

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

EXHIBIT "C"

**FHWA FORM 1273
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC –
COMPLIANCE WITH FHWA 1273.**

The FHWA-1273 version dated May 1, 2012 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address:

<http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

Exhibit "E"
TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") *Title 49, Code of Federal Regulations, Part 21*, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) **Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

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Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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LOCAL AGENCY PROGRAM AGREEMENT

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EXHIBIT "F"

AGENCY RESOLUTION

The agency Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

RESOLUTION 14-18

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CALLAWAY, FLORIDA AUTHORIZING THE EXECUTION OF THOSE CERTAIN AGREEMENTS WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR BIKE LANE/SIDEWALK PROJECTS ALONG CR 22A/BOB LITTLE ROAD.

WHEREAS, City of Callaway has the authority to enter into a Local Agency Program Agreement between the State of Florida Department of Transportation for a Bike Lane/Sidewalk project along CR 22A/Bob Little Road, FPN 435531-1-38-01, attached hereto as Exhibit "A"; and

NOW, THEREFORE BE IT RESOLVED by the City Commissions of the City of Callaway, Florida, that:

SECTION 1. The Local Agency Program Agreement between the State of Florida Department of Transportation and the City of Callaway for this project is approved.

SECTION 2. The Mayor of the City of Callaway is hereby authorized to enter into and execute the Local Agency Program Agreement and any Supplemental Agreements related to this project between the State of Florida Department of Transportation and the City of Callaway.

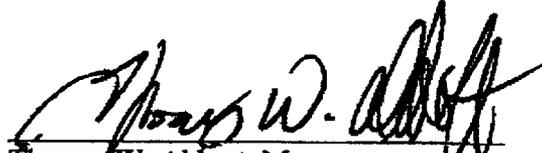
SECTION 3. REPEAL. All resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.

SECTION 4. SEVERABILITY. If any section, subsection, sentence, clause or phrase of this Resolution, including Exhibit A, is for any reason held invalid or unconstitutional by the decision of any court or regulatory body of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage.

DULY PASSED AND ADOPTED this 9th day of September, 2014, by the
CALLAWAY CITY COMMISSION meeting in regular session.

CITY OF CALLAWAY


Thomas W. Abbott, Mayor

ATTEST:

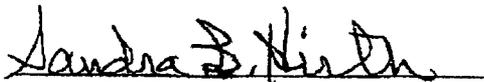

Sandra B. Hirth, City Clerk

EXHIBIT "L"

LANDSCAPE MAINTENANCE

Paragraph 16.L is modified to include the following provisions:

1. Until such time as the Project is removed from the project highway pursuant to paragraphs 3 and 4 of this Exhibit, the Agency shall, at all times, maintain the Project in a reasonable manner and with due care in accordance with all applicable Department guidelines, standards, and procedures hereinafter called "Project Standards." Specifically, the Agency agrees to:
 - a) Properly water and fertilize all plants, keeping them as free as practicable from disease and harmful insects;
 - b) Properly mulch plant beds;
 - c) Keep the premises free of weeds;
 - d) Mow and/or cut the grass to the proper length;
 - e) Properly prune all plants which responsibility includes removing dead or diseased parts of plants and/or pruning such parts thereof which present a visual hazard for those using the roadway; and
 - f) Remove or replace dead or diseased plants in their entirety, or remove or replace those plants that fall below original Project Standards.

The Agency agrees to repair, remove or replace at its own expense all or part of the Project that falls below Project Standards caused by the Agency's failure to maintain the same in accordance with the provisions of this Exhibit. In the event any part or parts of the Project, including plants, has to be removed and replaced for whatever reason, then they shall be replaced by parts of the same grade, size, and specification as provided in the original plans for the Project. Furthermore, the Agency agrees to keep litter removed from the project highway.

2. Maintenance of the Project shall be subject to periodic inspections by the Department. In the event that any of the aforementioned responsibilities are not carried out or are otherwise determined by the Department to not be in conformance with the applicable Project Standards, the Department, in addition to its right of termination under paragraph 4(a) in this Exhibit, may at its option perform any necessary maintenance without the need of any prior notice and charge the cost thereof to the Agency.
3. It is understood between the parties to this Agreement that any portion of or the entire Project may be removed, relocated or adjusted at any time in the future as determined to be necessary by the Department in order that the adjacent state road be widened, altered or otherwise changed to meet with the future criteria or planning of the Department. The Agency shall be given notice regarding such removal, relocation or adjustment and shall be allowed 60 days to remove all or part of the Project at its own cost. The Agency will own that part of the Project it removed. After the 60-day removal period, the Department will become the owner of the unresolved portion of the Project, and the Department then may remove, relocate or adjust the Project as it deems best, with the Agency being responsible for the cost incurred for the removal of the Project.
4. This Exhibit shall remain in force during the life of the originally installed landscaping and/or the life of any replacement landscaping installed with the mutual consent of the parties hereto until superseded by a Landscape Maintenance Agreement between the Department and the Agency.

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EXHIBIT 1

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: 20.205
CFDA Title: Highway Planning and Construction
Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site: <https://www.cfda.gov/>
Award Amount: \$462,921.00
Awarding Agency: Florida Department of Transportation
Award is for R&D: No
Indirect Cost Rate: N/A

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
<http://www.ecfr.gov/>

OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*
http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf

OMB Circular A-133 Compliance Supplement 2014
http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2014

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

OMB Circular A-87 (Revised), *Cost Principles for State, Local and Indian Tribal Governments*
http://www.whitehouse.gov/omb/circulars_a087_2004/

OMB Circular A-102, *Grants and Cooperative Agreements with State and Local Governments*
http://www.whitehouse.gov/omb/circulars_a102/

Title 23 – Highways, United States Code
<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code
<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141
<http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division
<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
<https://www.fsrs.gov/>

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

DATE: JUNE 28, 2016

ITEM: PROPERTY & CASUALTY INSURANCE - DISCUSSION OF REQUEST FOR PROPOSALS (RFP)

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)

City staff is requesting guidance from the Commission regarding the issuance of an RFP for property and casualty (P&C) insurance. This includes workers' comp, auto, building, etc. Currently, the City's P&C insurance policy is through Florida Municipal Insurance Trust (FMIT) which was created by the FL League of Cities. It's been approximately four (4) years since the City has obtained proposals for P&C insurance. There may be an opportunity for savings or at the very least an RFP will confirm that the City's current policy is the best deal. There are a few other companies in the state of Florida which provide this type of insurance including PGIT, PRM, and Travelers.

Attachment(s):

5. REQUESTED MOTION/ACTION:

Staff requests Commission discussion and direction to staff.

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

DATE: JUNE 28, 2016

ITEM: ORDINANCE NO. 968 GARBAGE PLACEMENT – FINAL READING

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)

Whereas there has been some concern regarding the manner in which trash and garbage are set out for collection, the proposed Ordinance No. 968 provides a method to regulate the placement, storage, and time which items may be set out for collection. The Ordinance will require residents to place their garbage containers by the roadside no early than 12:00 PM on the day before designated collection and must have a lid or top. The Ordinance also restricts residents from placing trash (meaning yard debris and large items collected by the City 12:00 PM on the Saturday before designate collection. There are some other details regarding container storage.

Commission, at its May 24th meeting, approved the first reading of this ordinance, therefore this is the final reading.

Attachment(s):

- Ordinance No. 968

5. REQUESTED MOTION/ACTION:

It is recommended that the City Commission approve the final reading of Ordinance No. 968.

ORDINANCE NO. 968

AN ORDINANCE FOR THE CITY OF CALLAWAY, FLORIDA AMENDING THE CALLAWAY CODE OF ORDINANCES CHAPTER 9, ARTICLE I. GARBAGE, REFUSE AND WEEDS; ESTABLISHING A METHOD TO REGULATE HOW AND WHEN ITEMS MAY BE SET OUT FOR COLLECTION; PROVIDING FOR CODIFICATION; REPEALING ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City of Callaway enacted Ordinance No. 632, effective April 10, 2001, relating to the collection and disposal of trash and garbage;

WHEREAS, the manner in which trash and garbage are set out for collection relates to the health, safety, and welfare of the citizens of the City of Callaway; and

WHEREAS, the City Commission of the City of Callaway desires to amend Chapter 9 of the Callaway Code Ordinances, relating to garbage and refuse, to provide a method to regulate the placement, storage, and time items may be set out for collection.

NOW, THEREFORE, BE IT ENACTED by the people of the City of Callaway, Florida that:

Section 1. Amendment. Chapter 9, Article I of the Code of Ordinances, City of Callaway, Florida, is hereby amended to read as follows:

Sec. 9-2. - Regulation of garbage and refuse collection.

(a)

Commercial accounts. Any commercial account as defined herein shall be responsible for obtaining garbage and trash collection service from a private collector that is permitted to operate within the city or provide such services themselves. It shall be unlawful to contract for such services with anyone not holding a valid permit from the city.

(b)

Reserved.

(c)

Placement and storage of containers. All occupants of residential property shall place their garbage cans or containers adjacent or contiguous to the street or authorized alley right-of-way abutting their property for collection. Garbage must be placed securely in a metal or hard plastic can or container no more than 96-gallons (12.83 cubic feet) in size with a lid or top. Garbage shall not be visible, protruding, leaking, seeping, or otherwise loose. Garbage containers shall be stored within a garage, rear yard, or side yard not facing a public road. Garbage containers shall not be placed by the street for collection before 12:00 P.M. on the day before the designated collection day and shall be removed within twenty-four (24) hours. Dumpsters and containers at commercial accounts shall be placed in such locations as to

facilitate collection, and minimize the impact of the odors and unsightliness of the containers. No dumpster shall be placed on or within any right of way nor shall placement interfere with traffic in any street, alley or highway nor shall it restrict access to or egress from a building or be so close as to constitute a health, safety or fire hazard.

(d)

Hazardous and biohazardous waste. Any person or business generating or disposing of any hazardous or bio-hazardous waste or any substance or material the disposal of which is regulated by any state, local or federal agency shall comply with all regulations of such agency and shall insure that the disposal is accomplished by such persons or entities licensed and otherwise qualified to accomplish such disposal.

(Ord. No. 632, § 2, 4-10-01)

Sec. 9-3. - Regulation of trash collection or disposal.

(a)

Frequency of collection. The city shall provide once weekly trash collection service for all residential accounts. The city may contract for the provision of such services or issue permits to independent contractors to provide such services.

(b)

Placement, size and quantity permitted. The city shall be responsible for collecting only such items of trash which are incapable of being placed in a 96-gallon container. All trash items which can be placed into a 96-gallon container, whether placed in the container or not, shall be collected by a person authorized under article II of this chapter to engage in the business of collecting, hauling, or transporting garbage or other refuse within the city limits and shall not be collected by the city. The maximum quantity of all trash to be collected by the city per week at any one collection point shall be determined by resolution of the city commission. Any trash to be collected shall be neatly stacked along the street or authorized alley right-of-way abutting their property for collection. Trash shall not be placed by the street for collection before 12:00 P.M. on the Saturday before the designated collection day. If any person desires the city to remove a quantity of trash exceeding the maximum quantity determined by resolution, they may request, in writing, such service. These services will be provided for a per cubic yard fee which shall be set by resolution of the city commission.

(c)

Construction debris. Any construction or building site must be kept clean. Any construction debris must be confined in a specific area of the construction or building site. Failure to comply with this subsection may result in the city ordering cessation of construction until there is compliance. All debris must be removed from site each week and before final inspection approval.

(d)

Demolition debris. Any person who performs for hire the demolition of any structure or building, the clearing of land or cutting of timber for commercial purposes, shall within five days, remove or cause to be removed from the property all refuse from such activities.

(Ord. No. 632, § 2, 4-10-01)

Section 2. Repealed. All Codes, Ordinance and/or Resolutions or parts of Codes, Ordinance and/or Resolutions in conflict herewith are hereby repealed to the extent of the conflict.

Section 3. Severability. If any section or portion of this Ordinance shall be determined to be unconstitutional or invalid for any reason, the remaining provision shall remain in full force and effect.

Section 4. Effective Date. This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED and ADOPTED as of this 28th day of June, 2016.

CITY OF CALLAWAY, FLORIDA

By: _____
Bob Pelletier, Mayor

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

PASSED ON FIRST READING: MAY 24, 2016

NOTICE PUBLISHED ON: JUNE 17, 2016

PASSED ON SECOND READING: _____

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

Kevin Obos, City Attorney

VOTE OF COMMISSION:

Covey _____
Fairbanks _____
Henderson _____
Pelletier _____
Townsend _____

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

DATE: JUNE 28, 2016

ITEM: ORDINANCE NO. 967 – PROHIBITING VEHICLES ON LAWNS

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)

Parking of motor vehicles has become a problem in residential areas of the City as vehicle owners have used lawn and greenway areas for parking, making it necessary for the City to adopt reasonable regulations to protect and improve the quality of life, character, and safety of residential neighborhoods.

Ordinance 967 amends Chapter 9.7, Article I, of the City’s Code of Ordinances, amending definitions and adding the parking of motor vehicles on front lawns as a nuisance. This includes motor vehicles, water craft, campers, or any trailer designed to be pulled by a motor vehicle, restricting parking to an improved driveway or parking pad.

There are exemptions for emergency and public service vehicles, vehicles belonging to persons under contract with the city to perform a public service, and moving vans or vehicles, as well as for special events or circumstances, which are limited to three per calendar year, per residence.

Attachment(s):

- Ordinance No. 969

5. REQUESTED MOTION/ACTION:

Staff recommends approval of Ordinance No. 969 upon roll-call vote, and authorize staff to schedule the advertised final public hearing.

ORDINANCE NO. 967

AN ORDINANCE FOR THE CITY OF CALLAWAY, FLORIDA AMENDING THE CALLAWAY CODE OF ORDINANCES CHAPTER 9.7, ARTICLE I; AMENDING DEFINITIONS; ADDING THE PARKING OF MOTOR VEHICLES ON FRONT LAWNS OR YARDS AS A NUISANCE; PROVIDING FOR CODIFICATION; REPEALING ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City of Callaway ("City") enacted Ordinance No. 950, relating to nuisances and nuisance abatement;

WHEREAS, parking of motor vehicles has become a problem for residential areas of the City as vehicle owners have used lawn areas and greenway areas for parking;

WHEREAS, the City believes it is in the public interest to adopt reasonable regulations protecting and improving the quality of life, character, and safety of residential neighborhoods; and

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

SECTION 1. From and after the effective date of this Ordinance, Chapter 9.7, Article I of the Code of Ordinances, City of Callaway, Florida, is hereby amended to read as follows (deleted text ~~stricken~~, new texted **bold and underlined**):

Sec. 9.7-1. - DEFINITIONS.

As used in this chapter, the following terms shall have the meanings respectively ascribed to them in this section:

Construction debris means any refuse generated by a contractor, subcontractor or other person or supplier during the course of repair, addition to, or construction of any building or structure whether such activity requires a building permit or not.

Demolition debris means any refuse generated through the cutting or trimming of trees, bushes or shrubbery for hire, or the destruction or demolition, in whole or in part, of any structure or building, or the clearing of land by any person, whether for hire or by the owner.

Enforcement officer shall mean any code enforcement officer or law enforcement officer of the city.

Garbage shall mean any putrescible animal and vegetable wastes resulting from the handling, storage, preparation, cooking, sale or consumption of food.

Graffiti means any unauthorized inscription, word, figure or design of any type that is marked, etched, scratched, drawn or painted on any surface of public or private property, including but not limited to building, structures or places.

Graffiti implement means an aerosol paint container, a broad tipped or felt tip marker, paint stick, graffiti stick, or etching tool or device capable of scarring glass, metal, concrete or wood.

Inspector means that officer or employee of the city designated by the city commission.

Litter means any garbage; rubbish; trash; refuse; cans; bottles; boxes; containers; paper; tobacco products; tire; appliances; mechanical equipment or part; building or construction material; tool, machinery; wood; motor vehicle or motor vehicle part; vessel; aircraft; farm machinery or equipment; sludge from a waste treatment facility; water supply treatment plant or air pollution control facility; or substance in any form resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations.

Nuisance: The term "nuisance" shall mean any of the following:

- (1) Any accumulation of litter, refuse, construction or demolition debris, trash, junk and other abandoned materials, metals, lumber or other things.
- (2) Any excessive accumulation of untended growth of weeds, underbrush or other dead or living plant life upon an improved lot, tract or parcel of land, in the manner that such lot, tract or parcel of land shall or may become infested or inhabited with rodents, vermin or snakes, or may become a breeding place for mosquitoes, or threaten or endanger the public health and welfare, or may reasonably cause disease, or adversely affect and impair the economic welfare of the adjacent property.
- (3) Any unfit or unsafe dwelling or structure.
- (4) Any weeds which exceed one foot in height upon an improved lot, tract or parcel of land, or on an undeveloped lot, tract or parcel of land within a subdivision which has had the natural vegetation cleared.
- (5) All unnecessary or unauthorized noises and annoying vibrations, including animal noises.
- (6) All disagreeable or obnoxious odors and stenches, as well as the conditions, substances or other causes that give rise to the emission or generation of such odors and stenches.
- (7) The carcasses of animals or fowl not disposed of within a reasonable time after death.

- (8) The pollution of any public well or cistern, stream, lake, canal or body of water by sewage, dead animals, creamery, industrial wastes or other substances.
- (9) Any building, structure or other place of location where any activity which is in violation of local, state or federal law is conducted, performed or maintained.
- (10) Any accumulation of stagnant water permitted or maintained or allowed to accumulate on any lot, piece of ground, or premises, including that water confined in a swimming pool, spa or hot tub.
- (11) Dense smoke, noxious fumes, gas, soot or cinders, in unreasonable quantities.
- (12) Unsheltered storage for a period of 30 days or more within the corporate limits of this city (except in licensed junkyards) of old and unused stripped junk and other automobiles not in good and safe operating condition, and of any other vehicles, machinery, implements, or equipment or personal property of any kind which is no longer safely usable for the purposes for which it was manufactured, is hereby declared to be a nuisance and a danger to public health, safety and welfare.
- (13) For the purpose of this chapter, the term nuisance shall also include any condition or use of premises or of building exteriors which is detrimental to the property of others or which causes or tends to cause substantial diminution in the value of other property in the neighborhood in which the premises are located. This includes, but is not limited to, the keeping or depositing on or the scattering over the premises of any of the following:
 - a. Litter, junk, trash, or construction or demolition debris; and
 - b. Abandoned, discarded, unused objects or equipment such as, but not limited to, automobiles, furniture, stoves, refrigerators, freezers, cans or containers.
- (14) Any unauthorized obstructions to or interferences with the free public use of streets, rights-of-way and public thoroughfares including, but not limited to: (1) an annoyance to the public as to render the use of the street hazardous; (2) a hindrance or prevention of free and unobstructed use for travel which renders passage through the street more difficult or which increases the danger of injury to persons or property; (3) skating, skateboarding, or cycling on structures in streets, rights-of-way and public thoroughfares.

- (15) Any building, structure or other property which contains graffiti visible from a public location.
- (16) Any public nuisance known at common law or in equity jurisprudence or as provided by the Statutes of the State of Florida or ordinances of the City of Callaway.
- (17) In regard to portable storage units:
 - a. Any placement or the permitting of any placement of more than one portable storage unit in the front yard of a residential premises where there is a dwelling;
 - b. Any placement of more than one portable storage unit on a vacant lot in a residential area;
 - c. Any continuous keeping of a portable storage unit on residential premises which are vacant or in the front yard of a residential premises where there is a dwelling in excess of ten days in any 60-day period. In the event of damage to a premises caused by fire, storm, flood or declared government emergency, this period may be extended upon written approval of the city manager; or
 - d. Any placement or the permitting of any placement on a residential premises of a portable storage unit exceeding eight feet in width, 20 feet in length, and nine feet in height.
- (18) Parking a motor vehicle, water craft, camper or any trailer designed to be pulled by a motor vehicle in the front lawn or yard of a residential premises where there is a dwelling, except on an improved driveway or improved parking pad.**
 - a. The provisions of this section shall not apply to emergency and public service vehicles whose operators are performing services for which they are responsible, nor do these prohibitions apply to vehicles belonging to persons under contract with the city to perform a public service. These exceptions, however, shall apply only when an emergency situation requires that such vehicles park in the prohibited areas.**
 - b. The provisions of this section shall not apply to moving vans and moving vehicles whose operators have been engaged to perform and are performing moving**

services including but not limited to loading and unloading the vans or vehicles.

- c. Parking in the front yard on an unimproved surface may be allowed for a special event or circumstance. Special events will be limited to three (3) per calendar year, per residence.**

Portable storage unit shall mean any container designed for the storage of personal property which is typically rented to owners or occupants of property for their temporary use and which is delivered and removed by truck. Examples of portable storage units include, but are not limited to, moving and storage containers, road and storage trailers and steel shipping containers.

Refuse means leavings, dregs, rubbish, trash or waste material.

Trash means all grass clippings, leaves, tree limbs, old furniture, mattresses, bed springs, small debris, nonputrescible solid waste, cloth, paper, cardboard, glass and other similar materials. The term "trash" shall not include anything weighing over 1,000 pounds, items over ten feet long or any debris or items generated by a contractor or individual through construction or demolition.

Underbrush means any undergrowth or brush conducive to the collection of insects and rodents.

Unfit or unsafe dwelling or structure means any dwellings or structure or portions thereof and accessory buildings which are structurally unsafe, unstable, or unsanitary; inadequately provided with exit facilities; constitute a fire hazard; unsuitable or improper for the use or occupancy to which they are put; constitute a hazard to health or safety because of inadequate maintenance, dilapidation, obsolescence or abandonment; dangerous to life or property of the occupant thereof or of the surrounding area; unfit for human habitation if so intended or used; or otherwise in violation of the housing, building, electrical, plumbing, mechanical, sanitation and fire codes of the city and/or county.

Weeds means any plants which are useless to men or injurious to crops, grasses or flowers.

SECTION 2. REPEALER. All Codes, Ordinance and/or Resolutions or parts of Codes, Ordinance and/or Resolutions in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 3. SEVERABILITY. If any section or portion of this Ordinance shall be determined to be unconstitutional or invalid for any reason, the remaining provision shall remain in full force and effect.

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

PASSED, APPROVED and ADOPTED as of this 28th day of June, 2016.

CITY OF CALLAWAY, FLORIDA

By: _____
Bob Pelletier, Mayor

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

PASSED ON FIRST READING: _____

NOTICE PUBLISHED ON: _____

PASSED ON SECOND READING: _____

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

Kevin D. Obos, City Attorney

VOTE OF COMMISSION:

Covey _____
Fairbanks _____
Henderson _____
Pelletier _____
Townsend _____

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

DATE: JUNE 28, 2016

ITEM: ORDINANCE NO. 969 – FAIR HOUSING

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

2. AGENDA:
PRESENTATION
PUBLIC HEARING
CONSENT
OLD BUSINESS
REGULAR

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

N/A

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

The City is beginning the process of applying for Community Development Block Grant (“CDBG”) funding for housing rehabilitation in FY2017. In order to have the best chance for approval, staff is recommending Commission adopt certain policies relating to housing. Many of these policies were added in 2010, during the City’s first application cycle.

One such policy is a fair housing policy or code. In 2010, the City adopted Resolution #10-41 stating an employee would be designated to address fair housing matters. However, it will bolster (add additional points) to the City’s CDBG application to adopt a fair housing code by Ordinance.

Ordinance No. 969 will establish the City of Callaway Fair Housing Code, which promotes fair, orderly and lawful opportunity for each person desiring to obtain housing. The Ordinance declares it unlawful to discriminate in the sale, rental, advertising, financing, and brokerage of housing in the City. The Ordinance establishes an Administrator (the City Manager or designee) to process, investigate, and report complaints of discriminatory housing practices.

The City’s Fair Housing Code is a good practice to adopt, doing so will have the added benefit of bolstering the City’s CDBG grant application.

Attachment(s):

- Ordinance No. 969

5. REQUESTED MOTION/ACTION: Staff recommends approval of Ordinance No. 969 upon roll-call vote, and authorize staff to schedule the advertised final public hearing.

ORDINANCE NO. 969

AN ORDINANCE OF THE CITY OF CALLAWAY, FLORIDA, ADOPTING “THE CITY FAIR HOUSING CODE”, ARTICLE XIII, CHAPTER 5 CALLAWAY CODE OF ORDINANCES; PROVIDING FOR A DECLARATION OF POLICY TO PROHIBIT DISCRIMINATION IN HOUSING ON THE BASIS OF RACE, COLOR, ANCESTRY, NATIONAL ORIGIN, RELIGION, SEX, MARITAL STATUS, FAMILIAL STATUS, HANDICAP OR AGE; PROVIDING DEFINITIONS; DESIGNATING AS UNLAWFUL CERTAIN DISCRIMINATORY PRACTICES IN THE SALE OR RENTAL OF HOUSING, AS WELL AS IN ADVERTISING IN CONNECTION THEREWITH, IN THE FINANCING OF HOUSING, AND IN BROKERAGE SERVICES RELATED TO EXCEPTIONS; PROVIDING FOR AN ADMINISTRATOR TO BE DESIGNATED BY THE CITY AND PRESCRIBING THE GENERAL POWERS AND DUTIES OF SUCH ADMINISTRATOR, PRESCRIBING ACTION UPON A DETERMINATION OF PROBABLE CAUSE, AND AUTHORIZING THE PROMULGATION OF FORMS AND REGULATIONS; MAKING PROVISIONS FOR THE FILING OF COMPLAINTS AND RESPONSES THERETO, AND THE PROCESSING THEREOF BY THE ADMINISTRATOR; PROVIDING FOR ADDITIONAL REMEDIES; PROVIDING FOR PROHIBITING UNTRUTHFUL COMPLAINTS OR FALSE TESTIMONY; PROVIDING FOR PENALTIES FOR VIOLATION OF SUCH CODE; REPEALING ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Callaway (the “City”) wishes to provide the opportunity for its citizens to obtain housing without regard to race, color, creed, religion, sex, national origin, disability, student status, marital status, familial status, sexual orientation, gender identity, age, or source of income; and

WHEREAS, state and federal law protect individuals against discrimination in housing based on race, color, sex, religion, disability, familial status or national origin; and

WHEREAS, the City seeks to establish a policy recognizing the inalienable rights of each individual to obtain housing without regard to race, color, creed, religion, sex, national origin, disability, student status, marital status, familial status, sexual orientation, gender identity, age, or source of income; and

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

SECTION 1. TITLE.

Article XIII, Chapter 5 (Sections 5-240 through 5-249) of the City of Callaway Code of Ordinances is hereby created which shall be known and referred to as the “the City Fair Housing Code.”

SECTION 2. DECLARATION OF POLICY.

It is the policy of the City of Callaway (the "City") in keeping with the laws of the United States of America and the spirit of the Constitution of the State of Florida, to promote through fair, orderly and lawful procedure the opportunity for each person so desiring to obtain housing of such person's choice in this jurisdiction without regard to race, color, ancestry, national origin, religion, sex, marital status, familial status, handicap or age, and, to that end, to prohibit discrimination in housing by any person.

SECTION 3. DEFINITIONS. The terms as used herein shall be defined as follows:

Administrator: The City Manager or his/her designee.

Age: Unless the context clearly indicates otherwise, the work age as used herein shall refer exclusively to persons who are 18 years of age or older.

Discriminatory Housing Practice: An act that is unlawful under Section 4 hereof.

Family: One or more persons living together as a single housekeeping unit in a dwelling.

Housing or Housing Accommodation: Any building, structure, or portion thereof, mobile home or trailer, or other facility which is occupied as, or designed or intended for occupancy as, a residence by one or more families, and any vacant land which is offered for sale or lease for the construction or location thereon of any such building, structure, or portion thereof, mobile home or trailer or other facility.

Lending Institution: Any bank, insurance company, savings and loan association or any other person or organization regularly engaged in the business of lending money, guaranteeing loans, or sources of credit information, including, but not limited to credit bureaus.

Owner: Any person, including, but not limited to a lessee, sublease, assignee, manager, or agent having the right of ownership or possession or the authority to sell or lease any housing accommodation.

Person: One or more individuals, corporations, partnerships, associations, labor organizations, legal representatives, mortgage companies, joint stock companies, trusts, unincorporated organizations, or public corporations.

Real Estate Agent: Any real estate broker, any real estate salesperson, or any other person, employee, agent, or otherwise, engaged in the management or operation of any real property.

Real Estate Broker or Salesperson: A person, whether licensed or not, who, for or with the expectation of receiving a consideration, lists, sells, purchases, exchanges, rents, or leases real property, or who negotiates or attempts to negotiate any of these activities, or who holds himself or herself out as engaged in these activities, or who negotiates or attempts to negotiate a

loan secured or to be secured by mortgage or other encumbrance upon real property, or who is engaged in the business of listing real property in a publication; or a person employed by or acting on behalf of any of these.

Real Estate Transaction: Includes the sale, purchase, exchange, rental or leases of real property, and any contract pertaining thereto.

Rent: Includes leases, sublease, assignment and/or rental, including any contract to do any of the foregoing, or otherwise granting for a consideration the right to occupy premises that are not owned by the occupant.

Respondent: Any person against whom a complaint is filed pursuant to this ordinance.

Sale: Includes any contract to sell, exchange, or to convey, transfer or assign legal or equitable title to, or a beneficial interest in, real property.

SECTION 4. UNLAWFUL HOUSING PRACTICES.

- (1) Unlawful housing practices: *Sale or rental and advertising* in connection therewith. Except as provided in Section 5 hereof, it shall be unlawful and a discriminatory housing practice for an owner, or any other person engaging in a real estate transaction, or for a real estate broker, as defined in this ordinance, because of race, color, ancestry, national origin, religion, sex, marital status, familial status, handicap or age:
 - a. To refuse to engage in a real estate transaction with a person or to otherwise make unavailable or deny housing to any person.
 - b. To discriminate against a person in the terms, conditions or privileges of a real estate transaction or in the furnishing of facilities or services in connection therewith.
 - c. To refuse to receive or to fail to transmit a bona fide offer to engage in a real estate transaction from a person.
 - d. To refuse to negotiate for a real estate transaction with a person.
 - e. To represent to a person that housing is not available for inspection, sale, rental or lease when, in fact, it is so available, or to fail to bring a property listing to such person's attention, or to refuse to permit him or her to inspect the housing.
 - f. To steer any person away from or to any housing.
 - g. To make, print, publish, circulate, post or mail, or cause to be made, printed, published or circulated, any notice, statement, advertisement or sign, or to use a form of application or photograph for a real estate transaction or, except in connection with a written affirmative action plan, to make a record or oral or written inquiry in connection with a prospective real estate transaction, which indicates directly or indirectly an intent to make a limitation, specification, or discrimination with respect thereto.
 - h. To offer, solicit, accept, use or retain a listing of housing with the understanding that a person may be discriminated against in a real estate

transaction or in the furnishing of facilities or services in connection therewith.

- i. To induce or attempt to induce any person to transfer an interest in any housing by representations regarding the existing or potential proximity of housing owned, used or occupied by any person protected by the terms of this ordinance.
- j. To make any misrepresentations concerning the listing for sale or rental, or the anticipated listing for sale or rental, or the sale or rental of any housing in any area in the City for the purpose of inducing or attempting to induce any such listing or any of the above transactions.
- k. To retaliate or discriminate in any manner against any person because of his or her opposing a practice declared unlawful by this ordinance, or because he or she has filed a complaint, testified, assisted or participated in any manner in any investigation, proceeding or conference under this ordinance.
- l. To aid, abet, incite, compel or coerce any person to engage in any of the practices prohibited by the provisions of this ordinance, or to obstruct or prevent any person from complying with the provisions of this ordinance, or any conciliation agreement entered into there under.
- m. By canvassing to compel any unlawful practices prohibited by the provisions of this ordinance.
- n. Otherwise to deny to, or withhold, any housing accommodations from a person.
- o. To promote, induce, influence or attempt to promote, induce or influence by the use of postal cards, letters, circulars, telephone, visitation or any other means, directly or indirectly, a property owner, occupant, or tenant to list for sale, sell, remove from, lease, assign, transfer, or otherwise dispose of any housing by referring as a part of a process or pattern of indicating neighborhood unrest, community tension, or fear of racial, color, religious, nationality or ethnic change in any street, block, neighborhood or any other area, to the race, color, religion, neighbors, tenants or other prospective buyers of any housing.
- p. To place a sign or display any other device either purporting to offer for sale, lease, assignment, transfer or other disposition or tending to lead to the belief that a bona fide offer is being made to sell, lease, assign, transfer or otherwise dispose of any housing that is not in fact available or offered for sale, lease, assignment, transfer or other disposition.

(2) Unlawful housing practices: *Financing*

It shall be unlawful and a discriminatory housing practice for any lending institution, to deny a loan or other financial assistance to a person applying therefore for the purpose of purchasing, constructing, improving, repairing or maintaining housing, or to discriminate against such person in the fixing of the amount, interest rate, duration, or other terms or conditions of such loan or other financial assistance, because of the race, color, ancestry, national origin, religion, sex, marital status, familial status, handicap or age of such person or of any person associated with such person in connection with such loan or other

assistance, or of the present or prospective owners, lessees, tenants or occupants of the housing in relation to which such loan or other financial assistance is to be made or given; provided that nothing contained in this subsection shall impair the scope or effectiveness of the exceptions contained in Section 5 of this ordinance.

(3) Unlawful housing practices: *Brokerage Services*

It shall be unlawful and a discriminatory housing practice to deny any person access to or membership or participation in any multiple listing service, real estate brokers organization or other service, organization, or facility related to the business of selling, or renting housing, or to discriminate against such person in the terms or conditions of such access, membership or participation because of race, color, ancestry, national origin, religion, sex, marital status, familial status or age.

SECTION 5. EXEMPTIONS AND EXCEPTIONS.

(1) Nothing contained in Section 4 hereof shall prohibit a religious organization, association, or society, or any nonprofit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association, or society, from limiting or from advertising the sale, rental or occupancy of housing which it owns or operates for other than a commercial purpose to persons of the same religion, or from giving preference to such persons. Nor shall anything in this ordinance prohibit a private club not in fact open to the public, which as an incident to its primary purpose or purposes, provides lodgings which it owns or operates for other than a commercial purpose, from limiting the rental or occupancy of such lodgings to its members or from giving preference to its members.

(2) Nothing in Section 4 hereof, other than subsection (g) of subsection (1) thereof, shall apply to:

a. Any single-family house sold or rented by an owner: provided, that such private individual owner does not own more than three such single family houses at any one time; provided, further, that in the case of the sale of any such single family house by a private individual owner not residing in such house at the time of such sale or who was not the most recent resident of such house prior to such sale, the exemption granted by this subsection shall apply only with respect to one such sale within any twenty-four month period; provided, further, that it does not own any interest in, nor is there owned or reserved on such owner's behalf, under any express or voluntary agreement, title to or any rights to all or a portion of the proceeds from the sale or rental of, more than three such single-family houses at any one time; provided, further, that the owner sells or rents such housing (1) without the use in any manner of the sales or rental facilities or the sales or rental services of any real estate broker, agent, or salesperson, or of such facilities or services of any person in the business of selling or renting housing, or of any employee or agency of any such broker, agent, salesperson, or person and (2) without the

publication, posting, or mailing, after notice, of any advertisement or written notice in violation of subsection (g) of subsection (1) of Section 4 hereof, but nothing in this provision shall prohibit the use of attorneys, escrow agents, abstracters, title companies, and other such professional assistance as necessary to perfect or transfer the title; or

- b. Rooms or units in housing containing living quarters occupied or intended to be occupied by no more than four families living independently of each other, if the owner actually maintains and occupies one of such living quarters as such owner's residence, provided that the owner sells or rents such rooms or units (1) without the use in any manner of the sales or rental services of any real estate broker, agent or salesperson, or of such facilities or services of any person in the business of selling or renting housing, or of any employee or agency of any such broker, agent salesperson, or person and (2) without the publication, posting or mailing, after notice in violation of subsection (g) of subsection (1) of Section 4 hereof, but nothing in this provision shall prohibit the use of attorneys, escrow agents, abstracters, title companies, and other such professional assistance as necessary to perfect or transfer the title.

(3) For the purpose of this subsection a person shall be deemed to be in the business of selling or renting housing if:

- a. He or she has, within the preceding twelve months, participated as principal, other than in the sale of his or her own personal residence, in providing sales or rental facilities or sales or rental services in three or more transactions involving the sale or rental of any housing or any interest therein; or
- b. He or she has, within the preceding twelve months, participated as agent, other than in the sale of his or her own personal residence, in providing sales or rental facilities or sales or rental services in two or more transactions involving the sale or rental of any housing or any interest therein; or
- c. He or she is the owner of any housing designed or intended for occupancy by, or occupied by, five or more families.

(4) Nothing in Section 4 hereof shall be construed to:

- a. Bar any person from restricting sales, rentals, leases or occupancy, or from giving preference, to persons of a given age for bona fide housing intended solely for the elderly or bona fide housing intended solely for minors.
- b. Make it an unlawful act to require that a person have legal capacity to enter into a contract or lease.
- c. Bar any person from advertising or from refusing to sell or rent any housing which is planned exclusively for, and occupied exclusively by, individuals of one sex, to any individual of the opposite sex.
- d. Bar any person from selling, renting or advertising any housing which is planned exclusively for, and occupied exclusively by, unmarried individuals to unmarried individuals only.

- e. Bar any person from advertising or from refusing to sell or rent any housing which is planned exclusively for married couples without children or from segregating families with children to special units of housing.
- f. Bar any person from refusing a loan or other financial assistance to any person whose life expectancy, according to generally accepted mortality tables, is less than the term for which the loan is requested.

SECTION 6. ADMINISTRATOR AUTHORITY AND RESPONSIBILITIES.

- (1) The authority and responsibility for administering this ordinance shall be vested in the Administrator.
- (2) General Powers and Duties. The administrator shall:
 - a. Receive written complaints as hereinafter provided in Section 7 relative to alleged unlawful acts under this ordinance when a complaint seeks the administrator's good offices to conciliate.
 - b. Upon receiving written complaint, make such investigations as the administrator deems appropriate to ascertain facts and issues.
 - c. Utilize methods of persuasion, conciliation, and mediation or information adjustment of grievances.
 - d. Establish, administer or review programs at the request of the City Commission and make reports on such programs to the City Commission.
 - e. Bring to the attention of the City Commission items that may require public notice or action to resolve.
 - f. Render to the City Commission annual written reports of his or her activities under the provisions of this ordinance along with such comments and recommendations as he or she may choose to make.
 - g. Cooperate with and render technical assistance to federal, state, local and other public and private agencies, organizations and institutions which are formulating or carrying on programs to prevent or eliminate the unlawful discriminatory practices covered by the provisions of this ordinance.
- (3) Determination of Probable Cause. If after fully processing the complaint in the manner hereafter provided, the administrator determines that there is probable cause to believe that there has been a violation of the provisions of this ordinance, the administrator shall refer the matter, along with the facts he or she has gathered in the investigations, to the proper county, state or federal authorities for appropriate legal action.
- (4) Promulgation of Forms and Regulations. The administrator shall promulgate, publish and distribute the necessary forms, rules and regulations to implement the provisions of this ordinance.

SECTION 7. COMPLAINTS.

- (1) A person who claims that another person has committed a discriminatory housing practice against him or her may report that offense to the administrator by filing an informal complaint within forty-five (45) days after the date of the alleged discriminatory housing practice and not later.
- (2) The administrator shall treat a complaint referred by the Secretary of Housing and Urban Development or the Attorney General of the United States under the Fair Housing Act of 1968, Public Law 90-284, as an informal complaint filed under subsection (1).
- (3) An informal complaint must be in writing, verified or affirmed, on a form to be supplied by the administrator and shall contain the following:
 - a. Identity and address of the respondent.
 - b. Date of offense and date of filing the informal complaint.
 - c. General statement of facts of the offense including the basis of the discrimination (race, color, ancestry, national origin, religion, sex, marital status, familial status, handicap or age).
 - d. Name and signature of the complainant.
- (4) Each complaint shall be held in confidence by the administrator unless and until the complainant and the respondent(s) consent in writing that it shall be made public.
- (5) Within fifteen (15) days after the filing of the informal complaint, the administrator shall transmit a copy of the same to each respondent named therein by certified mail, return receipt requested. Thereupon, the respondent(s) may file a written, verified informal answer to the informal complaint within twenty (20) days of the date of the receipt of the informal complaint.
- (6) An informal complaint or answer may be amended at any time, and the administrator shall furnish a copy of each amended informal complaint or answer to the respondent(s) complaint, respectively, as promptly as practicable.
- (7) The administrator shall assist complainants or respondents when necessary in the preparation and filing of informal complaints or answers or any amendments thereto.
- (8) The administrator shall advise complainants of their rights and options provided in Section 760.34, Florida Statutes.

SECTION 8. PROCESSING COMPLAINTS.

- (1) Within thirty (30) days after the filing of an informal complaint, the administrator shall make such investigation as is deemed appropriate to ascertain facts and issues. If the administrator shall deem that there are reasonable grounds to believe that a violation has occurred and can be resolved by conciliation, the administrator shall attempt to conciliate

the matter by methods of initial conference and persuasion with all interested parties such representatives as the parties may choose to assist them. Conciliation conferences shall be informal and nothing said or done in the course of the informal conference with the individuals to resolve the dispute may be public or used as evidence in a subsequent proceeding by either party without the written consent of both the complainant and the respondent(s). The administrator or employee of the administrator who shall make public any information in violation of this provision shall be deemed guilty of a violation of a city ordinance and shall be subject to penalty as set forth in Section 12 of this ordinance.

- (2) If the parties desire to conciliate, the terms of the conciliation shall be reduced to writing in the form approved by the administrator and must be signed and verified by the complainant and respondent(s) and approved by the administrator. The conciliation agreement shall be for conciliation purposes only and shall not constitute an admission by any party that the law has been violated.
- (3) If the administrator deems that there is not probable cause to believe that the alleged discriminatory housing practice has been committed, the administrator shall take no further action with respect to the alleged offense.
- (4) If the administrator, with respect to any matter involves a contravention of this ordinance by failure to conciliate a complaint after the parties, in good faith, have attempted such conciliation; or determining that the violation alleged in the complaint cannot be resolved by conciliation, the administrator shall notify both the complainant and the respondent(s) within thirty (30) days of the failure or the determination, and then shall proceed as provided in Paragraph (3) of Section 6 herein above.

SECTION 9. ADDITIONAL REMEDIES.

The procedure prescribed by this ordinance does not constitute an administrative prerequisite to another action or remedy available under other law. Further, nothing in this ordinance shall be deemed to modify, impair or otherwise affect any right or remedy conferred by the Constitution or laws of the United States or the State of Florida, and the provisions of this ordinance shall be in addition to those provided by such other laws.

SECTION 10. EDUCATION AND PUBLIC INFORMATION.

The administrator may conduct educational and public informational activities that are designed to promote the policy of this ordinance.

SECTION 11. UNTRUTHFUL COMPLAINTS OR TESTIMONY.

It shall be a violation of this ordinance for any person knowingly and willfully to make false or untrue statements, accusations or allegations in a complaint filed hereunder or to give false testimony concerning violations of this ordinance

SECTION 12. PENALTY.

Any person who violates any provisions of this ordinance shall be subject, upon conviction, to a fine up to but not exceeding the sum of Five Hundred and no/100 Dollars (\$500.00), or imprisonment for a term not exceeding six (6) months, or by both such fine and imprisonment.

SECTION 13. REPEALED.

All Codes, Ordinance and/or Resolutions or parts of Codes, Ordinance and/or Resolutions in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 14. SEVERABILITY.

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

SECTION 14. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED and ADOPTED as of this 28th day of June, 2016.

CITY OF CALLAWAY, FLORIDA

By: _____
Bob Pelletier, Mayor

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

PASSED ON FIRST READING: _____

NOTICE PUBLISHED ON: _____

PASSED ON SECOND READING: _____

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

Kevin D. Obos, City Attorney

VOTE OF COMMISSION:

- Covey _____
- Fairbanks _____
- Henderson _____
- Pelletier _____
- Townsend _____

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

DATE: JUNE 28, 2016

ITEM: RESOLUTION NO. 16-14 – UTILITY BILLING POLICY MANUAL

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)

Staff presented a draft form of the Utility Billing Policy to Commission at the April and May Regular Meetings, after which the Commission directed staff to incorporate several changes and present a revised draft back to Commission. (Revisions in red)

The policy manuals are an invaluable resource/tool for all city employees, particularly new hires or employees taking on new duties and assignments. The City’s UB Policy Manual has been reviewed and updates are recommended to reflect newly adopted policies, billing procedures, and staffing configuration.

Many of the updates are “housekeeping” items, including removal of the voluntary park fee, adding seasonal account status, incorporating the debt/delinquent account policy, and updating the rates and fees schedule. The recommended changes attempt to make establishing a new utility account more customer friendly. A 7-day temporary service for cleaning, inspecting, etc. is also part of the recommended changes.

ATTACHMENT(S):

- Utility Billing Manual

5. REQUESTED MOTION/ACTION:

It is recommended that the Commission approve Resolution No. 16-14 upon roll-call vote, adopting the revised Utility Billing Policy Manual.

RESOLUTION #16-14

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CALLAWAY, FLORIDA ADOPTING AN UPDATED UTILITY BILLING POLICY MANUAL; REPEALING RESOLUTION NO. 12-17 AND ALL RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Callaway, Florida formally adopted policies and procedures in regards to utility billing practices in 2012 by Resolution 12-17; and

WHEREAS, the existing utility billing policies and procedures have been updated to reflect improved processes in efficiencies.

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

SECTION 1. The City Commission of the City of Callaway hereby adopts the updated City of Callaway Florida Utility Billing Policy Manual attached hereto as Exhibit A.

SECTION 2. REPEAL. Resolution No. 12-17, and all resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.

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

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

PASSED AND ADOPTED this 28th day of June, 2016, by the CALLAWAY CITY COMMISSION meeting in regular session.

CITY OF CALLAWAY, FLORIDA

Bob Pelletier, Mayor

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

VOTE OF COMMISSION:

Covey ___
Fairbanks ___
Henderson ___
Pelletier ___
Townsend ___

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

Kevin D. Obos, City Attorney

CITY OF CALLAWAY
FLORIDA



UTILITY BILLING
POLICY MANUAL

ADOPTED BY RESOLUTION No. 16-14 JUNE, 28 2016

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ESTABLISHING NEW UTILITY SERVICE ACCOUNTS

New utility accounts may be opened in person at City Hall or signed and notarized Customer Service Applications may be submitted by mail, facsimile or email along with the appropriate documentation. Requirements, all of which must be submitted PRIOR to connection, include:

- Information required on the City's Customer Service Application form. Forms are available at City Hall or from the City's website.
- Applicant's signature is required on a service request form.
- A copy of (either): documented proof of ownership, a signed lease agreement, a valid sales agreement, a signed Realtor's listing agreement, OR notarized letter of authorization from the property owner (if applicant is not the owner).
- A legible and valid driver's license, Military ID, OR other valid photo ID card.
- In the event that the account is to be established in the name of a business, proof of fictitious name registration is required that confirms that the signer of the application is authorized to do so.
- If a business applicant is located within the city limits of Callaway, a valid Business Tax Certificate (or proof of application thereof) is required.
- A non-refundable account fee. (See fee schedule for amount.)
- The appropriate deposit (as described in the fee schedule) which may be paid by cash, check, money order, or credit card. A voucher or promise to pay from a charitable organization or agency providing government assistance may be accepted. Such documents must be received by email or fax and not presented by the applicant. If payment is not received, account holder will be liable for the payment.
- A secondary name may be added to a customer's account with equal access and authority. Both account holders will be equally responsible for any unpaid balance.

If an applicant has a past due balance owed to the City for prior service at any location that balance must be paid in full prior to establishment of the new service.

If, due to running water on the premises, water service cannot be left on at the time that City staff attempts to connect the service, a notice will be placed on the door of the address to notify the occupant that the meter has been turned back off. The meter will remain unlocked so that the occupant can turn it on. If a City staff member is required to return, an additional service charge will be due and payable before any subsequent attempts will be made to turn on the water. (See fee schedule for amount.)

If ownership or stewardship of a property for an unpaid utility account transfers to either a realty company or to a financial institution (as in the case of property repossession), utilities will not be commenced in the name of a final purchaser of the property until all amounts owed to the City are paid in full.

New service connections are not guaranteed to be performed same day but the City will attempt to provide same day service if received before 3:00 P.M.

TEMPORARY SERVICES

Temporary service can be established by the property owner, a property's management company, or those authorized by the owner. Temporary service may be established for a period of time not to exceed 7 days for the purpose of cleaning, constructing, inspecting, appraising, or renovating a property while vacant. In lieu of a deposit, a non-refundable fee must be paid prior to service. The non-refundable fee for temporary service will include 1,000 gallons of water and sewer usage and one collection day for solid waste (solid waste applies to residential dwelling within city limits only). (See fee schedule for amount.)

Requirements for requesting temporary service, all of which must be submitted PRIOR to connection, include:

- A complete and signed Request for Temporary Utility Service Form. Blank forms are available at City Hall or from the City's website.
- A copy of documented proof of ownership, a signed commercial management agreement, or a notarized letter of authorization from the property owner (if applicant is not the owner). Commercial management agreements may be retained (if requested) on-file at City Hall for future request documentation. These applicants must also provide a list of their personnel who are authorized to request temporary services.
- A legible, valid driver's license, Military ID, OR a State issued (photo) ID card.

The signed form may be submitted by mail, in person, facsimile, or email along with the appropriate documentation as described above.

If an applicant has a past due balance owed to the City for prior service at any location that balance must be paid in full prior to establishment of temporary service.

If ownership or stewardship of a property for an unpaid utility account transfers to either a realty company or to a financial institution (as in the case of property repossession), a temporary service connection may be allowed for preparing the property for sale or transfer. ALL utility amounts owed, however, must be paid in full for service to commence or continue in the name of the final purchaser of the property.

Temporary service connections are not guaranteed to be performed same day but the City will attempt to provide same day service if received before 3:00 P.M.

HYDRANT METERS

At times, the City's Public Works Department may determine that a hydrant meter is needed during the construction phase of a residence or business. An application form must be completed and proper identification must accompany the payment of a refundable deposit for this service. (See fee schedule for amount.) Water consumption will be billed upon meter return.

Hydrant meters may only be applied for during City Hall's regular business hours.

IRRIGATION METERS

An existing water service customer may request the installation of an additional water meter to be used for irrigation purposes only. An additional deposit is required for an irrigation meter. (See fee schedule for amount.)

An owner of an unoccupied structure or vacant lot where there is no existing metered water service to the property may also request the installation of a water meter for irrigation services only and may maintain irrigation only service for so long as the property is unoccupied. Once occupied, irrigation only meters are not allowed unless a regular meter is installed for water service to the occupied structure. Violations shall result in permanent disconnection of the irrigation service and the violating user shall be fined \$ 500.

Irrigation meters are subject to discontinuation of services if all applicable charges, fees, and costs are not paid for water services provided either through the primary water meter or the irrigation meter.

Impact fees and connection fees are applicable for irrigation meters.

METER SET & UTILITY TAP

Rates have been established for tapping utility connection lines and setting meters up to a 2" size with connection. Taps/meter sets may include utility service lines not exceeding 12 feet in length each. (See fee schedule for amounts.) Meters larger than 2" and/or requiring more than 12 feet of service line will require an individual quote from the Public Works Department to account for the increase in material costs and man hours required for installation. Utility tap fees and meter set fees shall be determined in conjunction with Water and Sewer Impact Fees, Special Capital Extension Fees (if applicable), and road boring fees (if applicable). All fees shall be paid prior to the work being performed. Applications are available at the Public Works and Planning Departments.

SHARED CONNECTIONS

Wherever possible, a separate sewer connection shall be provided for every building. Where one building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building, service to the front building may be extended to the rear building and the whole considered as one building for sewer.

The City shall not assume any obligation or responsibility for damage caused by or resulting from any such single "shared" connection.

Connections as provided herein shall be considered as one utility account although more than one residence is connected to the system. The sewer account deposit shall be the regular residential deposit amount multiplied by the number of units serviced. The property owner is responsible for the deposit, account fee, and payment for services.

DEPOSITS

All new account applicants for water and/or wastewater services are required to pay a refundable deposit along with a non-refundable account charge.

Deposit amounts are determined by the type of service requested, type/size of meter, and number of units to be served by the meter. Existing customers who request a change in service (i.e. adding water or sewer) will be required to pay an additional deposit amount to equal the minimum currently required for that additional service. (See fee schedule for amount.)

In the event of a disconnection for non-payment, **twice within a 24 month period** deposit amount must be equal to the current minimum required. Customers may elect to pay additional deposit required in monthly installments not to exceed 6 months.

DEPOSIT REFUND OR TRANSFER

If a customer closes an account, the deposit, if not already refunded, will be first applied to any sums outstanding on the account and the balance will be refunded to the customer.

All refunds are mailed to the customer at the forwarding address provided at time of account closure, if no forwarding address is provided, refund will be mailed to last known address on file.

If a customer re-locates from one address to another within the City's service area, the deposit may be transferred to the account for the new address provided that the account for the former address is paid to current status. The final bill for the former address will be included on the first billing for their new account. An account fee is applicable for the new account.

DEPOSIT NAME CHANGE

A current account holder may request that their utility account be put in the name of an immediate family member by completing the appropriate form and the account is paid to current status. Once transferred, the original account holder will have no claim to the deposit.

When a spouse or relative is deceased, the living relative can provide to the City a death certificate which lists them as the decedent's relative and request that the deposit be transferred to the living relative. If they are not listed on death certificate as such, a copy of the decedent's will, notarized letter of authorization from a living relative listed on the death certificate, or other legal document must be furnished which indicates that they have a legal right to the deposit. Photo ID is also required.

When a divorce occurs, the City will transfer the account and deposit to the spouse legally residing at the address when a certified copy of the divorce decree is provided to the City. Photo ID is required.

HOW RATES ARE CALCULATED

Water

The monthly bill for water service shall be the sum of a base charge and a consumption charge applied to all metered water.

The City imposes a monthly base charge for water service which is independent of the amount of water consumed. An additional consumption charge is based on the metered volume of water on a per thousand-gallon basis or any portion thereof.

Base rates for multi-family master metered customers shall be applied on a per-unit basis.

In the initial and final month of service during which the customer will be establishing or terminating service, the base charge shall be determined on a pro rata basis, predicated on the number of days in a month which service is provided to the account.

Rates are increased by 25% for services provided within the City's service area but outside of the city limits. (See fee schedule for amount.)

Wastewater (Sewer)

The monthly bill for wastewater (sewer) service shall be the sum of a base charge and a consumption charge for the amount of water treated.

The City imposes a monthly base charge for wastewater treatment service. An additional consumption charge is based on the metered volume of water on a per thousand-gallon basis or any portion thereof.

Base rates for multi-family homes are applied on a per-unit basis.

If a wastewater (sewer) customer does not also have metered water service, they will be charged a monthly consumption charge based upon 5,000 gallons per month.

Construction accounts shall be defined as "water only accounts" and will not be charged for sewer service until such time as the Certificate of Occupancy is issued.

In the initial and final month of service during which the customer will be establishing or terminating service, the base charge shall be determined on a pro rata basis, predicated on the number of days in a month which service is provided to the account.

Rates are increased by 25% for services provided within the City's service area but outside of the city limits. (See fee schedule for amount.)

Solid Waste

Rates for solid waste collection and disposal are imposed for each residential dwelling within the city limits at a flat amount per month for up to a volume of 3.5 cubic yards or 1,000 pounds in weight. Removal of trash exceeding the maximum allowed quantity is subject to an additional fee.

Apartment complexes and mobile home parks where utility services are provided by a master meter are charged for solid waste collection and disposal on a per-residential-unit or per-lot basis.

Solid Waste services are not provided for construction accounts or for any account outside of the city limits. (See fee schedule for amount.)

Stormwater

A stormwater fee is imposed on all "residential households" in the City at a flat amount per month. This fee applies to all dwelling units within the City that are billed a single-family or multi-family monthly base charge for water or wastewater. A stormwater fee is imposed on "non-residential /commercial" in the City at a flat amount per month. It does NOT apply to undeveloped properties.

The stormwater fee is due for each month or portion of each month in which the account holder is billed for water and/or wastewater services. (It is not subject to proration.) (See fee schedule for amount.)

SENIOR CITIZEN DISCOUNT

A utility service account holder 65 years of age or older, living within the city limits, who qualifies for the additional homestead exemption authorized by the City of Callaway in Ordinances No. 711 and 830 may apply for a 25% discount on residential utility service fees for the qualifying homestead.

Residential utility service fees include those for water, sewer, and solid waste but not for any separate irrigation metered service or any excess solid waste removal fee.

Qualifying Senior Homeowners

An application form is required to apply for the discount, along with a copy of the account holder's current property tax notice which shows that they have met the qualifications for the additional senior citizen homestead exemption.

The discount will cease immediately if the account holder no longer owns the homestead. However, the account holder may reapply for the discount as a non-homeowner if they still reside in the home. (See next section for details.)

Qualifying Senior Non-Homeowners

The Senior Citizen Discount is also available to residential account holders 65 years of age or older, living within the city limits, who permanently reside in a household with a household income that does not exceed the maximum amount provided for by Florida Statute 196.075.

An application form is required to apply for the discount, along with documentation for the most recent calendar year available for each member of the household that would be sufficient under Florida Statute 196.075 to establish that the household would qualify for the additional senior citizen homestead exemption, if the account holder were the owner of the housing unit and were applying for it. In addition, the account holder may present his/her latest social security statement as proof of income.

Confirmation and Effective Dates

Upon inspection of the application form and required documentation, City staff will notify applicant of qualification or disqualification of the discount and state the reason for any disqualification.

Once a senior discount has been approved, the discount shall apply up to and including December of the year following the year of the tax bill.

Because qualification for the Senior Citizen Discount is based on income for a particular year, the account holder must apply each year annual re-application for the discount must be submitted by January 15th of each year. A notice will be mailed to each senior citizen currently receiving the discount a month prior to deadline.

MAILING BILLS

To allow for an adequate number of days between the times utility bills are sent to customers and the time payment is due, bills must be calculated by the end of each month. The calculated bills shall be sent for printing and mailing by the last day of each month.

DUE DATES & PENALTIES

Utility bills are due and payable on the 15th day of each month by 5:00 P.M. The due date is clearly stated on each billing statement. Automated calls are made to all past due accounts prior to the disconnect date. Failure to make timely payment on the 15th day of each month will result in a penalty of ten (10) percent of the utility bill which will be added to the amount then due and payable. In the event that the 15th day of the month falls on a day that City Hall is closed, the utility bill is due and payable on the next business day. The City is not responsible for mail delivery; postmark date is not considered.

Penalties may be waived for customers who have not been delinquent in the past twelve (12) months. Customers are eligible for this waiver only once within a twelve (12) month period.

Failure to make timely payment in full on or before the 25th day of the month by 5:00 P.M. shall result in a service fee and disconnection of utility services. In the event that the 25th day of the month falls on a day in which City Hall is closed, payment must be made on the next business day to avoid disconnection.

TAMPERING FEES

Tampering Fees will be applied to an account in the event a meter is required to be pulled due to tampering, illegal reconnection after disconnection, or for any reason. The tampering fee is in addition to the established reconnection fee. (See fee schedule for amount)

PAYMENT PLAN

The City offers a "payment plan" to utility customers with excessive utility bills due to leaks or other unknown reasons. Payment plans will be available once in a twelve month period for a same customer at the same location.

In order to qualify for the payment plan option, the following conditions must be met:

1. The occupied location must have been connected to water and/or sewer services for a minimum of twelve months in the account of the same customer. A resident must be living at the location or a commercial use must be active at the location and have the proper licensing.
2. The excessive utility bill must be more than two (2) times the customer's average consumption for the last twelve months of use.
3. The account shall be reviewed to obtain the average monthly bill for the last twelve months of service, exclusive of the highest month (11 months average). The amount of the utility bill which exceeds this 11 month average shall be divided into three equal payments which shall be due by the 15th of each month.
4. The payment plan will be cancelled if payment is not received by the due date and the total amount remaining on the account becomes immediately due, in full. Services are then subject to the regular disconnection deadline.
5. No interest will be added to the monthly payments.
6. All payment plan options must be requested by the customer in writing and approved in writing by the Utility Billing Supervisor.
7. In extreme cases where the bill is excessively more than two times the customer's average consumption or in other cases of extreme hardship, the payment plan may be extended for a period not to exceed 12 months. Such extended option must be approved in writing by the **both** the Utility Billing Supervisor and the Department Head.
8. The Department Head may review and approve a payment plan in situations where the previous conditions cannot be met and result in extreme hardship.

SEWER BILL ADJUSTMENTS

Customers are eligible for an adjustment to the sewer portion of their bill provided that documented proof is provided to show that a water use or loss did not escape into the sewer systems. Proper documentation may include: statement of pool filling showing before and after meter readings; City employee verification of leak and/or work done to repair leak; or an invoice from a licensed professional indicating that repairs were made and describing the specific location of the leak.

The sewer adjustment for a leak which did not allow water to escape into the sewer system will be equal to the amount charged for the volume of water gallons which exceed the average of the customer's monthly consumption for six months prior to the evidenced leak.

ADJUSTMENTS FOR METER ERRORS OR BILLING ERRORS

If a customer receives a bill which they deem to be excessive and there is no leak found in their system, they may request a test of the water meter. A replacement meter is installed when a meter is removed for testing. The removed meter will be tested in accordance with guidelines established by the American Water Works Association (AWWA). If the meter meets AWWA accuracy standards, the customer must pay the testing cost in addition to their monthly service bill along with related penalties. For this reason, meter tests must be requested in writing.

If the tested meter does not meet the accuracy standards, the customer will receive an adjustment on their most recent monthly bill which is equal to the excess amount above their average consumption for the last twelve months of service, exclusive of the highest month (11 month average). Late payment penalties will be waived for the month to which the adjustment applies.

No adjustment will be made on bills not contested within forty-five (45) days from the billing date.

If a billing error is discovered which resulted from an incorrect meter reading, incorrect application of the fee schedule, or similar reason for which the customer exhibited no intentional non-compliance and it caused an overcharge or undercharge, a billing error adjustment for the current month will be immediately posted to the customer's account, with no retro-active adjustment being applied. If, however, the error resulted in an undercharge based upon a customer's intentional non-compliance, the undercharge amount billed to the customer shall be calculated for a period not exceeding 48 months or the length of time the customer's account has been active, whichever is less. For purposes of this section, intentional non-compliance shall include, among other examples, the instances in which a customer knowingly received services and was not billed for those services.

EXCESSIVE USE ADJUSTMENT

The City offers a "once in twenty years" adjustment to utility customers with excessive utility bills due to extraordinary events, leaks, or other unknown reasons.

If this once in twenty-year adjustment is obtained or attempted to be obtained under false or fraudulent pretenses, the person obtaining or attempting to obtain the adjustment shall be prosecuted to the full extent allowable under the law.

The following criteria must be met for a once in a twenty year period utility bill adjustment for excessive use:

1. The occupied location must have been connected to water and/or sewer services for a minimum of twelve months in the name of the same customer. A resident must be living at the location or a commercial use must be active at the location and have the proper licensing.
2. The excessive utility bill must be more than three (3) times the customer's average consumption for the last twelve months of use.
3. If the utility bill is more than three times the customer's average for the last twelve months of use, the bill will be adjusted down to equal the average monthly bill for the last twelve months of service, exclusive of the highest month (11 months average).
4. The utility bill, which is adjusted by virtue of this policy, must be paid in full with no extended payment arrangements. If not paid by the following billing cycle, the amount due will be reinstated back to the actual amount before adjustment and such amount will be subject to regular collection procedures and legal remedies.

5. This adjustment will be available once in a twenty year period for a same customer at the same location.
6. If there are utility bills with excessive usage for more than one (1) month, the customer may only request relief for one such month.
7. All adjustments granted by this policy must be requested by the customer in writing and approved in writing by both the Utility Billing Supervisor and Department Head.

DISHONORED CHECK, DRAFT OR OTHER ORDER FOR PAYMENT

Dishonored checks, drafts, or other orders for payment must be paid by the utility customer in cash, money order, or other certified funds.

A service fee shall be imposed for the collection of each dishonored check, draft, or other order for payment. This fee is for expenses incurred in processing and collection of such dishonored instruments of payment. (See fee schedule.) However, if a utility customer comes in and pays his account in cash, money order, or other certified funds prior to the City receiving the dishonored check, the City will waive the related fees provided the utility customer has not had a returned check within the past 12 months.

Upon receipt of a dishonored check on an account, a notice will be placed on the customer's door to notify them that failure to pay the amount of the returned check and all fees associated in cash or certified funds within two business days will result in disconnection of utility services and a reconnection fee.

After receipt of a second returned check, the account is noted as a "Cash Only" account and thereafter payments may only be accepted if made by cash or certified funds. The customer may regain regular check payment privileges once they have twelve consecutive months of timely payments made without penalties.

DEBIT POLICY

Generally Accepted Accounting Principles (GAAP) requires Accounts Receivable (AR) amounts to be reported net of refunds and uncollectible accounts in the City financial statements. The City's bad debt write-off policy for delinquent utility accounts receivable is established to ensure that Utility customer receivables are accurately reported. Pursuant to this policy, a portion of AR that is deemed to be not collectible is written off. This is an accounting entry made to ensure that bad debts are written off within a reasonable period to more accurately reflect the City's current assets. It does not prevent the City from eventually collecting the receivable. After being written off, payment will continue to be pursued through internal efforts and a collection agency.

Accounts receivable are recorded in a manner that allows for aging analysis. At the end of each fiscal year, an allowance for doubtful accounts is established for all AR more than 90 days old. The allowance for doubtful accounts represents an estimate of the total amount of AR deemed to be uncollectible. As required by GAAP, AR is shown net of the allowance for doubtful accounts on the City's balance sheet to ensure that receivable balances are not overstated. The City anticipates bad debt and includes an operating budget line item to recognize this "cost" of doing business. Fiscal year-end adjustments to the allowance for doubtful accounts are expensed to bad debt expense. The year-end entry is an estimate of the collective amount of bad debt estimated and does not write-off individual customer account balances.

On a monthly basis, the Finance Department submits customer accounts that are delinquent for over 30 days to our collection agency. Prior to sending a customer account to collections:

- (1) Deposits held must have been applied to the account balance.
- (2) A final billing must have been sent and the account must be closed.
- (3) The account balance exceeds \$10.

The City's financial software system generates an accounting entry when processing delinquent accounts to be sent for collection. This entry reduces (credits) AR and (debits) Allowance for Doubtful Account balances. The amount sent to collections is documented on individual customer accounts in the City's software system. A cumulative record of outstanding submissions is maintained by our collections provider. Delinquent accounts with balances of ~~less than \$10~~ will be written off every 6 months upon approval by the City Commission.

To record the receipt of AR previously sent to collections, an entry is made to debit cash and credit Allowance for Doubtful Accounts. This entry updates individual customer accounts to document that the amount sent to collections has been paid. Collections retained by or sent to our collection agent to pay for their services are expensed to contractual services.

A list of customer receivables showing account numbers and balances will be reported to the Commission, quarterly. Nothing contained herein shall preclude the City from seeking or accepting payment on any bad debt that has been written off. For bookkeeping purposes and the annual audit, we must write-off these accounts however this action does not forgive the debt. The City requires all delinquent account balances to be paid in full before new service is established.

TEMPORARY SUSPENSION OF SERVICE

Should a residence become temporarily uninhabitable due to a catastrophic event for which the account holder had no control, the account may, upon written request, be placed in a suspended status for a period of time not to exceed twelve (12) months or until such time that the residence is once again inhabitable.

Active duty military personnel are eligible, upon written request, for a temporary suspension of their utility services while they are deployed away from the City.

While an account is in the temporary suspended status, services will be disconnected without refund of deposit and monthly base charges will be waived.

An account must be paid in full in order for a request for temporary suspended status to be approved. The customer must notify the City when they are ready for service to be reactivated and/or to apply for an extension of suspended status. The reconnect fee shall apply.

SEASONAL UTILITY ACCOUNT STATUS

Any customer who requests that service be interrupted on a temporary basis exceeding four (4) full months but for no longer than eight (8) full months will be charged a seasonal rate. The Seasonal Rate charged will be equal to the base rate charge as amended by Resolution from time to time. Customers electing to transfer service to a seasonal rate will temporarily suspend solid waste collection and will not incur solid waste collection charges. Customers electing to transfer service to a seasonal rate will incur a service call charge per trip to have water service interrupted and/or reconnected. (See fee schedule for amount)

SERVICE DISCONNECTIONS

To terminate an account, the account holder must notify Utility Billing no earlier than 30 days prior to the requested date of service disconnection. The account holder's identity will be verified via photo ID or other information on the account. Service disconnection may be requested in person, via phone, fax, or email provided proper identification can be verified. A forwarding address must be provided for mailing the final bill and/or deposit refund.

A disconnection request from a commercial account must be submitted in writing and signed by the designated contact person on the account.

Once a requested disconnection has been accomplished, the customer must pay a reconnection fee if they wish to change the date of final termination of service.

Customer requested disconnections are only performed during the City's regular business hours.

Failure to pay in full by 5:00 P.M. on the 25th day of the month shall result in disconnection of utility services. In the event that the 25th day of the month falls on a day in which City Hall is closed, payment must be made on the next business day to avoid disconnection. A certified letter will be mailed to customers who have wastewater (sewer) services but not water services. The certified letter will notify the customer that their sewer services will be blocked or shut off if full payment is not made within ten days following the date of the letter. A notice will also be placed on the customer's door. No other notices will be provided.

A service fee shall be imposed on any account that has failed to pay by the disconnect date and time, regardless if a physical disconnect has or has not been accomplished.

Interruption of service due to non-payment will not close out an account until the 15th of the month following the disconnection. Base rates and consumption charges are applicable until the account is closed. Any remaining deposit will be applied to the unpaid amount and a final bill will be mailed to the last known address for the account holder.

SERVICE RECONNECTIONS

In the event service to an existing account is disconnected for failure to timely pay for services, reconnection of service will be subject to next day turn on.

Accounts with balances of \$5.00 or less (exclusive of penalties) will not be subject to disconnection.

In the event water service cannot be left on due to water running in or on the premises at the time of the attempted reconnection, an additional reconnection fee will be required prior to a second call to that address. A notice will be placed upon the customer's door to notify them of the reason that reconnection could not be accomplished.

Sewer only customers must also pay a sewer reconnection fee to have their service reconnected. Sewer reconnections are performed only during regular business hours ~~for the Public Works Department~~. (See fee schedule for amount.)

SOLID WASTE COLLECTION & DISPOSAL

Solid Waste collection and disposal services are provided to each residential account within the City limits. Rates for solid waste collection and disposal are imposed for each residential account at a flat amount per month for up to a volume of 3.5 cubic yards or 1,000 pounds in weight. Tree limbs exceeding four (4) inches in diameter must be shorter than four (4) feet in length to be collected.

Removal of trash exceeding the maximum allowed quantity is subject to an additional fee.

Apartment complexes and mobile home parks where utility services by a master meter are provided are charged for solid waste collection & disposal on a per-residential-unit or per-lot basis.

Solid Waste services are not provided for construction accounts or for any address outside of the city limits.

STORMWATER RELATED ESSENTIAL SERVICES

The City operates and maintains a stormwater management system. All utility accounts within the City limits are charged a flat monthly fee for this service.

See "How Rates are Calculated" earlier in this manual for more information. (See fee schedule for amount.)

DRAFT

UTILITY BILLING RATES & FEES SCHEDULE

The following rates and fees are in effect for the fiscal year ending September 30, 2016

Water Services – inside city limits	
Monthly base charge, independent of water volume consumed	\$ 11.37
Consumption charge per 1,000 gallons or any portion thereof	\$ 3.87
Water Services – outside city limits	
Monthly base charge, independent of water volume consume	\$ 14.21
Consumption charge per 1,000 gallons or any portion thereof	\$ 4.76
Sewer Services – inside city limits	
Monthly base charge, independent of water volume consumed	\$ 32.69
Treatment charge per 1,000 gallons or any portion thereof	\$ 3.97
Sewer Services – outside city limits	
Monthly base charge, independent of water volume consumed	\$ 40.86
Treatment charge per 1,000 gallons or any portion thereof	\$ 4.96
Sewer Only Accounts <i>inside city limits</i>	
<i>Monthly Base Charge and a consumption charge with a monthly use per account of 5,000 gallons</i>	\$ 53.37
Sewer Only Accounts <i>outside city limits</i>	
<i>Monthly Base Charge and a consumption charge with a monthly use per account of 5,000 gallons</i>	\$ 66.71
Solid Waste Services – inside city limits	
Monthly flat rate – per residential unit or lot	\$ 7.92
Excess Trash Removal Fee (in addition to tipping fees when applicable)	
¼ load: 3.5- 6 cubic yards	\$ 45.00
½ load: 6-12 cubic yards	\$ 86.00
¾ load: 12-18 cubic yards	\$120.00
Full load: 18-24 cubic yards	\$150.00
Stormwater Fee – inside city limits	
Monthly flat rate per residential household (not subject to proration)	\$ 1.00
Monthly flat rate per business (not subject to proration)	\$ 5.00
Temporary Service Fee	
	\$ 50.00
7 day service includes: 1,000 gallons of water and sewer usage and one solid waste pick-up (solid waste pick-up applies to residential dwellings within the city limits only)	

Seasonal Utility Account Status	
Month Base Charge	\$ 44.06
Service Call Charge per trip	\$ 15.00
Reconnections: Monday-Friday	\$ 25.00
Service fee for non-payment (accounts not paid by 5:00 P.M. on the 25 th or next business day of each month)	
Reconnections Sewer Only: Monday – Friday until 3:00 P.M.	\$ 200.00
Account Fee: non-refundable	\$ 10.00
New Account: refundable deposit	
Residential Water/Sewer Customer Irrigation System (separate meter)	\$ 250.00
Residential	\$ 40.00
Commercial (3/4" meter)	\$ 100.00
Commercial Industrial or Bulk Water customers	
3/4" meter	\$ 300.00
1" meter	\$ 375.00
1½" meter	\$ 500.00
2" meter	\$ 750.00
Larger than a 2" meter	\$1,150.00
Restaurant	\$ 850.00
Hotel, Motel, Apartment Complex, Retirement Home, Duplex, Triplex, Quadriplex, Mobile Home Park: PER UNIT/SPACE	\$ 100.00
Laundry	\$1,250.00
Car Wash	\$1,250.00
Shopping Center	\$1,250.00
Day Care Center	\$1,250.00
New Sewer Only Account: refundable deposit	\$ 135.00
Residential, Commercial, Industrial and Multi-Family Master Meter Sewer: PER UNIT/SPACE	
Meter Set Fees and Connections	
3/4" Meter: Connection	\$ 140.00
Meter set (including transmitter)	\$ 300.00
Irrigation meter (including transmitter)	\$ 330.00
1" Meter: Connection	\$ 160.00
Meter set (including transmitter)	\$ 350.00
Irrigation meter (including transmitter)	\$ 380.00
2" Meter: Connection	\$ 330.00
Meter set (includes meter, transmitter and materials)	\$ 865.00

Larger meters require individual quote. Price for meter installations requiring more than 12' of service line will be increased for material and man hours accordingly.

Tampering Penalties: (in addition to all other charges)

First offense	\$ 100.00
Second offense	\$ 200.00
Third offense	\$ 300.00

Dishonored Check Service Fee

Dishonored amount less than \$50.00	\$ 25.00
Dishonored amount \$50.00 or more	\$ 35.00

Service Work Order Charges

One service call per year	Free
Other service calls	\$ 10.00

DRAFT

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

DATE: JUNE 28, 2016

ITEM: RESOLUTION No. 16-16 REGIONS BANK CHECK SIGNING AUTHORIZATION

1. PLACED ON AGENDA BY:
MAYOR, BOB PELLETIER

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)

At the request of the Mayor, this Resolution is being presented to Commission with the proposal to change the current check signing authorizations at Regions Bank from the City Manager and Mayor Pro tem to the City Manager and Mayor. This Resolution replaces Resolution No. 13-05 in its entirety.

Attachment(s):

- Resolution No. 16-16

5. REQUESTED MOTION/ACTION:

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

RESOLUTION NO. 16-16

A RESOLUTION OF THE CITY OF CALLAWAY, FLORIDA, AUTHORIZING SIGNATURES FOR CHECKING ACCOUNTS WITH REGIONS BANK; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, two signatures shall be required on all checks drawn on the accounts of the City of Callaway, Florida; and,

WHEREAS, the City Manager and the Mayor are hereby authorized to sign all checks drawn on said accounts; and,

WHEREAS, in the absence of the City Manager, the Assistant to the City Manager, upon written or oral direction from the City Manager or Acting City Manager, will be authorized to use the City Manager's facsimile stamp to sign all checks drawn on the accounts of the City of Callaway, Florida; and,

WHEREAS, the City Clerk, upon written or oral direction from the Mayor, will be authorized to use the Mayor's facsimile stamp to sign all checks drawn on the accounts for the City of Callaway, Florida.

NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF CALLAWAY as follows:

SECTION 1. That the City Manager and Mayor are hereby authorized to sign all checks drawn on the accounts of the City of Callaway, Florida.

SECTION 2. That the foregoing powers of authority will continue until notice of revocation has been delivered in writing to the above referenced REGIONS BANK.

SECTION 3. This Resolution rescinds all prior resolutions in conflict and shall become effective immediately upon adoption.

PASSED AND ADOPTED this 28th day of June, 2016, by the CALLAWAY CITY COMMISSION meeting in regular session.

CITY OF CALLAWAY, FLORIDA

By: _____
Bob Pelletier, Mayor

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

VOTE OF COMMISSION:

Covey _____
Fairbanks _____
Henderson _____
Pelletier _____
Townsend _____

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: JUNE 28, 2016

ITEM: RESOLUTION No. 16-17 HANCOCK BANK CHECK SIGNING AUTHORIZATION

1. PLACED ON AGENDA BY:
MAYOR, BOB PELLETIER

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)

At the request of the Mayor, this Resolution is being presented to Commission with the proposal to change the current check signing authorizations at Hancock Bank from the City Manager and Mayor Pro tem to the City Manager and Mayor. This Resolution replaces Resolution No. 13-06 in its entirety.

Attachment(s):

- Resolution No. 16-17

5. REQUESTED MOTION/ACTION:

Staff recommends approval of Resolution No. 16-17 upon roll-call vote.

RESOLUTION NO. 16-17

A RESOLUTION OF THE CITY OF CALLAWAY, FLORIDA, AUTHORIZING SIGNATURES FOR CHECKING ACCOUNTS WITH HANCOCK BANK; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, two signatures shall be required on all checks drawn on the accounts of the City of Callaway, Florida; and,

WHEREAS, the City Manager and the Mayor are hereby authorized to sign all checks drawn on said accounts; and,

WHEREAS, in the absence of the City Manager, the Assistant to the City Manager, upon written or oral direction from the City Manager or Acting City Manager, will be authorized to use the City Manager’s facsimile stamp to sign all checks drawn on the accounts of the City of Callaway, Florida; and,

WHEREAS, the City Clerk, upon written or oral direction from the Mayor, will be authorized to use the Mayor’s facsimile stamp to sign all checks drawn on the accounts for the City of Callaway, Florida.

NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF CALLAWAY as follows:

SECTION 1. That the City Manager and Mayor are hereby authorized to sign all checks drawn on the accounts of the City of Callaway, Florida.

SECTION 2. That the foregoing powers of authority will continue until notice of revocation has been delivered in writing to the above referenced HANCOCK BANK.

SECTION 3. This Resolution rescinds all prior resolutions in conflict and shall become effective immediately upon adoption.

PASSED AND ADOPTED this 28th day of June, 2016, by the CALLAWAY CITY COMMISSION meeting in regular session.

CITY OF CALLAWAY, FLORIDA

By: _____
Bob Pelletier, Mayor

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

VOTE OF COMMISSION:

Covey _____
Fairbanks _____
Henderson _____
Pelletier _____
Townsend _____

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: JUNE 28, 2016

ITEM: RESOLUTION No. 16-18 SUNTRUST BANK CHECK SIGNING AUTHORIZATION

1. PLACED ON AGENDA BY:
MAYOR, BOB PELLETIER

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)

At the request of the Mayor, this Resolution is being presented to Commission with the proposal to change the current check signing authorizations at SunTrust Bank from the City Manager and Mayor Pro tem to the City Manager and Mayor. This Resolution replaces Resolution No. 13-07 in its entirety.

- Attachment(s):
- Resolution No. 16-18

5. REQUESTED MOTION/ACTION:
Staff recommends approval of Resolution No. 16-18 upon roll-call vote.

RESOLUTION NO. 16-18

A RESOLUTION OF THE CITY OF CALLAWAY, FLORIDA, AUTHORIZING SIGNATURES FOR CHECKING ACCOUNTS WITH SUNTRUST BANK; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, two signatures shall be required on all checks drawn on the accounts of the City of Callaway, Florida; and,

WHEREAS, the City Manager and the Mayor are hereby authorized to sign all checks drawn on said accounts; and,

WHEREAS, in the absence of the City Manager, the Assistant to the City Manager, upon written or oral direction from the City Manager or Acting City Manager, will be authorized to use the City Manager’s facsimile stamp to sign all checks drawn on the accounts of the City of Callaway, Florida; and,

WHEREAS, the City Clerk, upon written or oral direction from the Mayor, will be authorized to use the Mayor’s facsimile stamp to sign all checks drawn on the accounts for the City of Callaway, Florida.

NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF CALLAWAY as follows:

SECTION 1. That the City Manager and Mayor are hereby authorized to sign all checks drawn on the accounts of the City of Callaway, Florida.

SECTION 2. That the foregoing powers of authority will continue until notice of revocation has been delivered in writing to the above referenced SUNTRUST BANK.

SECTION 3. This Resolution rescinds all prior resolutions in conflict and shall become effective immediately upon adoption.

PASSED AND ADOPTED this 28th day of June, 2016, by the CALLAWAY CITY COMMISSION meeting in regular session.

CITY OF CALLAWAY, FLORIDA

By: _____
Bob Pelletier, Mayor

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

VOTE OF COMMISSION:
Covey _____
Fairbanks _____
Henderson _____
Pelletier _____
Townsend _____

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: JUNE 28, 2016

ITEM: RESOLUTION No. 16-19 FLORIDA PRIME CHECK SIGNING AUTHORIZATION

1. **PLACED ON AGENDA BY:**
MAYOR, BOB PELLETIER

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)

At the request of the Mayor, this Resolution is being presented to Commission with the proposal to change the current check signing authorizations at Florida Prime (State Board of Administration) from the City Manager and Mayor Pro tem to the City Manager and Mayor. This Resolution replaces Resolution No. 13-08 in its entirety.

- Attachment(s):**
- Resolution No. 16-19

5. **REQUESTED MOTION/ACTION:**

Staff recommends approval of Resolution No. 16-19 upon roll-call vote.

RESOLUTION NO. 16-19

A RESOLUTION OF THE CITY OF CALLAWAY, FLORIDA, AUTHORIZING SIGNATURES FOR INVESTMENT BANKING ACCOUNTS WITH THE FLORIDA PRIME (STATE BOARD OF ADMINISTRATION); REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, two signatures shall be required on all checks drawn on the accounts of the City of Callaway, Florida; and,

WHEREAS, the City Manager and the Mayor are hereby authorized to sign all checks drawn on said accounts; and,

WHEREAS, in the absence of the City Manager, the Assistant to the City Manager, upon written or oral direction from the City Manager or Acting City Manager, will be authorized to use the City Manager’s facsimile stamp to sign all checks drawn on the accounts of the City of Callaway, Florida; and,

WHEREAS, the City Clerk, upon written or oral direction from the Mayor, will be authorized to use the Mayor’s facsimile stamp to sign all checks drawn on the accounts for the City of Callaway, Florida.

NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF CALLAWAY as follows:

SECTION 1. That the City Manager and Mayor are hereby authorized to sign all checks drawn on the accounts of the City of Callaway, Florida.

SECTION 2. That the foregoing powers of authority will continue until notice of revocation has been delivered in writing to the above referenced FLORIDA PRIME (State Board of Administration - SBA).

SECTION 3. This Resolution rescinds all prior resolutions in conflict and shall become effective immediately upon adoption.

PASSED AND ADOPTED this 28th day of June, 2016, by the CALLAWAY CITY COMMISSION meeting in regular session.

CITY OF CALLAWAY, FLORIDA

By: _____
Bob Pelletier, Mayor

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

VOTE OF COMMISSION:
Covey _____
Fairbanks _____
Henderson _____
Pelletier _____
Townsend _____

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: JUNE 28, 2016

ITEM: RFP No. CM2016-04 TELECOMMUNICATION SERVICES REBID – BID AWARD

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

Yes

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

On Friday, May 13, 2016, staff issued a third Request for Proposals for Telecommunication Services. The RFP consisted of three parts as follows:

1. Telephone Equipment 2. Rewiring 3. Monthly Service

Two proposals were received and proposed costs are as follows:

	MAXIS360	WOW
Monthly Service* and Lease of Telephone Equipment	\$3,895.05	\$3,919.59
Monthly Service at Year 4 of Contract	\$2,650.05	\$3,919.59
Telephone Equipment	(Purchasing)	(Leasing)
Rewiring (Estimates)	\$8,900.00	\$4,100 - \$5,100

**Both vendors utilize WOW's telephone line connection service.*

After review by staff, it is recommended the bid be awarded to MAXIS360 with approval for the Mayor to sign the contract. However, representatives from both companies will be on hand to review their specific proposals.

The Contract is for a 3-year period with three (3) additional 1-year periods upon written consent of the Contractor and approval by the Commission. Thereafter, the contract will automatically renew annually, unless termination is initiated by either party with a 60-day written notice of intent.

ATTACHMENT:

- BID CERTIFICATION FORM

5. REQUESTED MOTION/ACTION:

Staff recommends Commission award of bid to MAXIS360 with approval for the Mayor to sign the agreement.

BID/RFP CERTIFICATION FORM
CITY OF CALLAWAY
TELECOMMUNICATONS SERVICES REBID
RFP NO: CM2016-04

PROPOSERS CERTIFICATION TO THE CITY OF CALLAWAY:

1. The undersigned warrants that: (A) This Proposal is submitted in response to, and is in compliance with, all terms and conditions applicable thereto as set forth in the Advertisement, Instructions to Proposers, General Instructions and Conditions, Special Instructions and Conditions, Bid/RFP Certification Forms, the Minimum Technical Specifications, Addendum, Exhibits, Agreement, Bonds, and Insurance Requirements, each of which has been carefully examined, (B) Proposer or Proposer's representative has made such investigation as is necessary to determine the character and extent of the work and their capability to perform the work, and (C) agrees that if the Proposal is accepted by the City, Proposer will provide the necessary labor, materials, machinery, equipment, tools or apparatus, and perform all the work or services required to complete the assignment and/or contract within the time specified according to the requirements of the City as herein and hereinafter set forth, and (D) he/she is authorized to legally execute binding contracts for and on behalf of the Proposer.

2. Please check one:

- Proposer declares that the only person, persons, company, or parties interested in this Proposal are named in the Proposal.
- Proposer, or one or more of Proposer's officers, principals, or any owner of more than 5% in or of proposer, or members of their immediate families: (A) have a financial interest in another company, project, or property that could benefit financially from this proposed project; and/or (B) another individual or business will be compensated by (or on behalf of proposer) if Proposer is selected by the City for the requested services. (Attach a detailed explanation for either.)

3. Bid Bond - If the Proposal is accepted by the City, it will become a binding contract on both parties. If a Bid Bond or Cashier's Check/Certified Check is required, it shall be submitted with the Proposal. If the undersigned shall fail to deliver or perform, or if applicable, execute a Contract as stated herein, then the City may, at its option, determine that the undersigned has abandoned the Award/Contract, and thereupon such Bid and/or Award shall be null and void, and any Cashier's Check/Certified Check or Bond accompanying this Bid shall be forfeited to and become the property of the City, and the full amount of said check, or if a Bid Bond, the full amount of such bond, shall be paid to the City as partial liquidated damages; otherwise, any Bond or Cashier's Check/Certified Check accompanying this Bid shall be returned to the undersigned within 30 calendar days from the date of Award, or if provisions for a Notice to Proceed are included, from the date of the Notice to Proceed.

4. Vendor proposes and agrees to provide all materials, services or equipment required for the City of Callaway **TELECOMMUNICATION SERVICES REBID RFP NO: CM2016-04**, for the Total Sum(s) as follows (*totals must match attached breakdown of costs for each Part*):

Part I:	<u>TELEPHONE SYSTEM</u>	Dollars (\$ <u>1,245.00</u>) PER MONTH
Part II:	<u>REWIRING</u>	Dollars (\$ <u>8,900.00</u>) ONE TIME
Part III:	<u>MONTHLY TELCO SERVICE</u>	Dollars (\$ <u>2,650.05</u>) PER MONTH

Vendors may bid on any Part of combination thereof.

5. Number of days from date of the Notice to Proceed that will be required for the final completion of all work as described herein.

60 CALENDAR DAYS
 (Maximum 60 Calendar Days)

6. The City reserves the right to accept any or all prices itemized in any combination that best serves the interests of the City. The City further reserves the right to accept or reject any of the components of this Proposal, including alternates.

7. BIDDER HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDUMS: N/A

Name of Bidder: Maxis 360

Business structure: () Corporation, () Partnership, () Individual, () Other: _____

If a Partnership: _____

Name(s) of Partner(s): _____

If a Corporation: _____

Incorporated in State of: Florida Date of Incorporation: 2003

Business Address: 1701 Tennessee Ave # 100

City: Lynn Haven State FL Zip 39444

Telephone Number: (850) 784-0101 Fax (850) 769-6639

Submitted By: Paul Dick
(Print)

Title: Regional Manager

Signature: Paul Dick

ATTEST: [Signature]
Secretary

By: Robert Maynard
Print Name

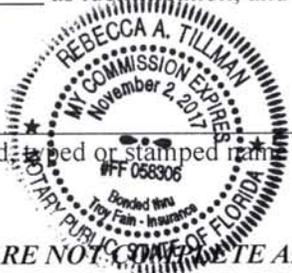
Affix Corporate Seal
(If Corporation)

State of Florida
County of

The foregoing instrument was acknowledged before me this 10 day of June, 2016 by Paul Dick, who is personally known to me or who presented _____ as identification, and who (did) (did not) take an oath.

[Signature]
[Signature of Notary Public]

[Signature]
[Printed, typed or stamped name of Notary Public]



NOTE: BIDS MAY BE REJECTED IF ALL DOCUMENTS ARE NOT PREPARED, SIGNED, DATED AND EXECUTED, AND THE NUMBER OF COPIES SPECIFIED/REQUESTED OF EACH ARE NOT SUBMITTED WITH THE BID.

BID/RFP CERTIFICATION FORM
CITY OF CALLAWAY
TELECOMMUNICATONS SERVICES REBID
RFP NO: CM2016-04

PROPOSERS CERTIFICATION TO THE CITY OF CALLAWAY:

1. The undersigned warrants that: (A) This Proposal is submitted in response to, and is in compliance with, all terms and conditions applicable thereto as set forth in the Advertisement, Instructions to Proposers, General Instructions and Conditions, Special Instructions and Conditions, Bid/RFP Certification Forms, the Minimum Technical Specifications, Addendum, Exhibits, Agreement, Bonds, and Insurance Requirements, each of which has been carefully examined, (B) Proposer or Proposer's representative has made such investigation as is necessary to determine the character and extent of the work and their capability to perform the work, and (C) agrees that if the Proposal is accepted by the City, Proposer will provide the necessary labor, materials, machinery, equipment, tools or apparatus, and perform all the work or services required to complete the assignment and/or contract within the time specified according to the requirements of the City as herein and hereinafter set forth, and (D) he/she is authorized to legally execute binding contracts for and on behalf of the Proposer.

2. Please check one:

- Proposer declares that the only person, persons, company, or parties interested in this Proposal are named in the Proposal.
- Proposer, or one or more of Proposer's officers, principals, or any owner of more than 5% in or of proposer, or members of their immediate families: (A) have a financial interest in another company, project, or property that could benefit financially from this proposed project; and/or (B) another individual or business will be compensated by (or on behalf of proposer) if Proposer is selected by the City for the requested services. (Attach a detailed explanation for either.)

3. Bid Bond - If the Proposal is accepted by the City, it will become a binding contract on both parties. If a Bid Bond or Cashier's Check/Certified Check is required, it shall be submitted with the Proposal. If the undersigned shall fail to deliver or perform, or if applicable, execute a Contract as stated herein, then the City may, at its option, determine that the undersigned has abandoned the Award/Contract, and thereupon such Bid and/or Award shall be null and void, and any Cashier's Check/Certified Check or Bond accompanying this Bid shall be forfeited to and become the property of the City, and the full amount of said check, or if a Bid Bond, the full amount of such bond, shall be paid to the City as partial liquidated damages; otherwise, any Bond or Cashier's Check/Certified Check accompanying this Bid shall be returned to the undersigned within 30 calendar days from the date of Award, or if provisions for a Notice to Proceed are included, from the date of the Notice to Proceed.

4. Vendor proposes and agrees to provide all materials, services or equipment required for the City of Callaway **TELECOMMUNICATION SERVICES REBID RFP NO: CM2016-04**, for the Total Sum(s) as follows (*totals must match attached breakdown of costs for each Part*):

Part I:	<u>Matrix phones/Rewiring/Fiber/Internet</u>	Dollars (\$ <u>\$3919.59</u>)
Part II:	<u>PRI/Rewiring/Fiber/Internet</u>	Dollars (\$ <u>\$3071.92</u>)
Part III:	<u>Fiber/Internet</u>	Dollars (\$ <u>\$2411.92</u>)

*REWIRING COSTS
Not Included.*

Vendors may bid on any Part of combination thereof.

5. Number of days from date of the Notice to Proceed that will be required for the final completion of all work as described herein.

60 Days

(Maximum 60 Calendar Days)

6. The City reserves the right to accept any or all prices itemized in any combination that best serves the interests of the City. The City further reserves the right to accept or reject any of the components of this Proposal, including alternates.

7. BIDDER HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDUMS: tds

Name of Bidder: Knology of Florida, LLC

Business structure: Corporation, Partnership, Individual, Other: _____

If a Partnership: _____

Name(s) of Partner(s): _____

If a Corporation: _____

Incorporated in State of: DE Date of Incorporation: 04.08.1998

Business Address: 235 W 15th St

City: Panama City State FL Zip 32401

Telephone Number: (850) 215.1310 Fax (850) 215.0922

Submitted By: Tammy Stewart

(Print)

Title: Business Account Manager

Signature: _____

ATTEST: _____

Secretary

By: _____

Print Name

Affix Corporate Seal
(If Corporation)

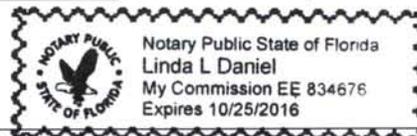
State of Florida

County of

The foregoing instrument was acknowledged before me this 10 day of June, 2016, by Tammy Stewart.

who is personally known to me or who presented _____ as identification, and who (did) (did not) take an oath.

Linda L Daniel
[Signature of Notary Public]



[Printed, typed or stamped name of Notary Public]

NOTE: BIDS MAY BE REJECTED IF ALL DOCUMENTS ARE NOT COMPLETE AND EXECUTED, AND THE NUMBER OF COPIES SPECIFIED/REQUESTED OF EACH ARE NOT SUBMITTED WITH THE BID.

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

DATE: JUNE 28, 2016

ITEM: AUDIT COMMITTEE APPOINTMENTS

1. PLACED ON AGENDA BY:

J. Michael Fuller, City Manager

PRESENTED BY:

JANICE L. PETERS, CMC, 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)

Per F.S. 218.391, Resolution No. 07-04, was adopted on April 24, 2007, establishing an Audit Committee. Per the Resolution, The Board consists of five (5) members selected and pointed by the City Commission. One member shall be a Commission member and one member shall be an employee of the City, appointed by the Mayor for terms of 2-years. The three remaining members will be volunteer citizens* appointed by the remaining seated Commission members for 3-year terms. The following are persons interested in serving on the Audit Committee:

- 1. Janice L. Peters, City Clerk Employee Member (Appointed by the Mayor)
- 2. Steven Todd McGuire Citizen Member

Upon appointment, on vacancy will remain, of which there is interest, staff is waiting on submission of additional application.

ATTACHMENTS:

- Application(s)

5. REQUESTED MOTION/ACTION:

Approval of the item will constitute approval by the Mayor of the appointment of the Employee Member to the Audit Committee, and Commission appointment of the remaining member as documented above.



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: McGuire (Last) Steven (First) Todd (Middle)

Address: 7731 Shadow Bay Drive
Callaway, FL 32404

Mailing Address (if different): Same

Business Address: N/A

Occupation: Department of Defense Program Manager

Home Phone: 850 896 3443 Work Phone: 850 283 4046

E-mail: Steven.McGuire@Tyndall.AF.Mil ; STEVEN_McGuire@ymail.com
↑ underscore

Do you reside within the City limits? Yes No

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

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

*rec'd 4/15/16
JP*

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? Serve the Community as an active participant in Community Matters.

What special skills would you bring to this position? Broad based experience in many areas.

Please list fields of work experience: Program/Project Management, Contract oversight, Retired Military Officer with broad based background.

List any licenses and/or degrees (location and year): Defense Acquisition University Program Management Level II, Two Associates Degrees, Two Bachelor Degrees, Two Master's Degrees and a dissertation away from a Ph.D. Transcripts available on request.

Local Referenced (Please list three (3)):

1. Bob Pelletier 850-819-6880
2. Mike Resler 850-774-9742
3. Jamy Yaw 850-866-0918

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: Edward A. McHune Date: 14 June 2016

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: JUNE 28, 2016

ITEM: SOLID WASTE – DISCUSSION

1. **PLACED ON AGENDA BY:**
BOB PELLETIER, MAYOR

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 requirement for all households to participate.

ATTACHMENT:

5. **REQUESTED MOTION/ACTION:**
Discussion and/or direction to staff.

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

DATE: JUNE 28, 2016

ITEM: SEWER SYSTEM STUDY

1. PLACED ON AGENDA BY:

J. Michael Fuller, City Manager
& Oscar Martinez, Director of Public Works

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)

In February, the City and Bay County entered into a mediation agreement regarding the AWT-2 lift station. The mediation agreement contained several provisions, including repair costs, a new odor control system, and a study of the collection system. Since that time, city staff has been working to obtain proposals from multiple consulting firms who have expertise in sewer systems, odor, and corrosion. Specifically, city staff obtained three (3) proposals for a six (6) month study of the sewer collection system. The 6 month span will provide an expansive and comprehensive look at the odor and corrosive conditions in the system. The study will provide recommendations on how to mitigate any areas of the system that are identified as problematic. The 3 proposals received are as follows:

Company	Total Amount	Alternate Amount
Webster Environmental	\$115,000	n/a
V&A Consulting Engineers	\$246,000	\$221,000 / testing once over 6 month period
Bowker & Associates	\$ 83,390	\$45,560 / 3 month study

City Staff has reviewed the proposals, but due to the fact that all exceeded the thresholds established under the Consultants' Competitive Negotiation Act (CCNA) the City must reject the proposals and reinitiate the procurement pursuant to Section 287.055, F.S. CCNA requires the public announcement and competitive selection for consulting. Staff recommends publicly noticing an RFP.

5. REQUESTED MOTION/ACTION:

It is recommended that the Commission approve the advertisement of an RFP for a 6-month study of the sewer collection system.